

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 9, 2021**

AGENDA

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

**ADMINISTRATIVE
ITEMS**

- 1 Extension of Review Period for 2232 Application (Mount Vernon District)
- 2 Authorization to Advertise a Public Hearing to Convey Board-Owned Property on Quander Road to the Fairfax County Park Authority (Mount Vernon District)
- 3 Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program - Canard Street, Mitchell Street and Spring Valley Lane (Mason District)
- 4 Street into the Secondary System (Mount Vernon District)
- 5 Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Fordson Road (Lee District)
- 6 Supplemental Appropriation Resolution AS 22137 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from Virginia Department of Behavioral Health and Developmental Services for an Adolescent Community Reinforcement Approach (A-CRA) Partnership
- 7 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Gallows Road (Providence District)
- 8 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Ridge Heights Road (Hunter Mill District)
- 9 Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Jeremiah Court (Springfield District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 9, 2021**

**ADMINISTRATIVE
ITEMS
(continued)**

- 10 Authorization to Advertise a Public Hearing to Consider Amendments to Article 14 of Chapter 4 of the Fairfax County Code to Revise Low-Income Real Estate Tax Exemption Eligibility Requirements and Establish a Real Estate Tax Deferral Program

- 11 Authorization for the Fairfax County Fire and Rescue Department to Apply for and Accept Grant Funding from Health Resources & Services Administration Health and Public Safety Workforce Resiliency Training Program

- 12 Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Department of Criminal Justice Services, Combating Hate Crime Grant Program: Round 2

ACTION ITEMS

- 1 Approval of a Memorandum of Understanding Between the Board of Supervisors and Clean Fairfax Council, Incorporated

- 2 Approval of a Parking Reduction for Graham Park Plaza (Mason District)

- 3 Approval of a Construction Period Parking Plan for 6707 Old Dominion Drive (Dranesville District)

- 4 Approval of Fence Height Modification for the Police Tactical Operations – Operations Support Bureau Project (Mason District)

- 5 Authorization for Amendment #5 to Belle Haven Watershed Flood Damage Reduction Study Agreement Between Fairfax County and the United States Army Corps of Engineers (Mount Vernon District)

- 6 Adoption of the Fairfax County Government and Schools Zero Waste Plan

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 9, 2021**

**ACTION ITEMS
(continued)**

- 7 Approval and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation to Improve Pedestrian and Bicyclist Connections Along Route 29 from Newgate Shopping Center to the Western Intersection of Route 29 and Trinity Parkway and from O'Day Drive to Stone Road (Sully District)
- 8 Adoption of Vision, Goals and Objectives for Active Transportation in Fairfax County
- 9 Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2022 Transit Assistance Grant Funds
- 10 Authorization to Sign an Agreement for the Operation of a Parking Access and Revenue Collection System at the Wiehle-Reston East, Herndon, and Innovation Center Metrorail Stations (Dranesville and Hunter Mill Districts)
- 11 Approval of a Resolution Supporting Additional Projects Being Submitted to the Northern Virginia Transportation Authority for FY 2022 to FY 2027 Regional Funding Consideration (Dranesville, Sully, and Mount Vernon Districts)

**CONSIDERATION
ITEMS**

- 1 Adoption of a Resolution Dissolving the Fairfax County Board of Road Viewers (BORV)
- 2 Approval of the Amendments to the Bylaws for the Fairfax-Area Disability Services Board (FA-DSB)

CLOSED SESSION

Closed Session

**PUBLIC
HEARINGS**

- 3:00 Public Hearing to Receive Comment from Citizens on the Proposed Legislative Program to be Presented to the 2022 Virginia General Assembly

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 9, 2021**

**PUBLIC
HEARINGS
(continued)**

- 3:00 Public Hearing on Alternative Plans Submitted to the Board by the 2021 Redistricting Advisory Committee and the Public to Redistrict and Reapportion the Election Districts of the Board of Supervisors and Authorization to Advertise the Board's Intention to Adopt a Redistricting Ordinance on December 7, 2021
- 3:30 Decision Only on RZ 2020-PR-008 (Westpark Corporate Center, L.L.C.) and RZ 2020-PR-009 (TMG 8400 Westpark Drive, L.P.) (Providence District)
- 3:30 Public Hearing on AR 96-S-002-03 (Nila M. Castro Trust and Castro Colchester Farms, LLC) (Springfield District)
- 3:30 Public Hearing on AR 2005-SU-002-02 (J. David Sanders, Tr. and Kimberly A. Sanders, Tr.) (Sully District)
- 3:30 Public Hearing on SEA 90-M-005-03 (Virginia Psychiatric Company, Inc. D/B/A Dominion Hospital) (Mason District)
- 3:30 Public Hearing on SE 2021-PR-006 (Tysons Galleria Anchor Acquisition, LLC) (Providence District)
- 3:30 Public Hearing on SE 2021-PR-001 (Fairfax Square, LLC) (Providence District)
- 4:00 Public Hearing on PCA 81-C-111 (Trustees of the Zelinger Family Trust Dated February 17, 2006) (Hunter Mill District)
- 4:00 Public Hearing on RZ 2021-LE-002 and PCA 82-L-030-14 (The Board of Supervisors of Fairfax County) (Lee District)
- 4:00 Public Hearing on Proposed Plan Amendment 2020-IV-S1, Located at 7501 Loisdale Road, on the East Side of Loisdale Road and South of Loisdale Estates and Loisdale Park (Lee District)
- 4:00 Public Hearing on Proposed Plan Amendment 2013-CW-9CP Coastal Resource Management/Tidal Shoreline Erosion Control and Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
November 9, 2021**

**PUBLIC
HEARINGS
(continued)**

- 4:00 Public Hearing on the Acquisition of Certain Land Rights
Necessary for the Construction of Wiehle Avenue at W&OD Trail
(Hunter Mill District)
- 4:30 Public Hearing on the Acquisition of Certain Land Rights
Necessary for the Construction of Old Courthouse Road - Besley
Road Realignment (Hunter Mill District)
- 4:30 Public Hearing on a Proposal to Vacate a Portion of Ivy Lane /
Route 1055 (Providence District)
- 4:30 Public Hearing on a Proposal to Vacate a Portion of Glorus Road
(Sully District)
- 4:30 Public Hearing on a Proposal to Vacate and Abandon a Portion
of Thomas Grant Drive / Route 8425 (Lee District)
- 4:30 Public Hearing to Consider Amendments to Chapter 4, Article 23
of the Fairfax County Code
- 4:30 Decision Only on a Proposal to Vacate Portions of 7th Place and
Unnamed Right of Way (Dranesville District)
- 5:00 Public Comment



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
November 9, 2021

9:30 a.m.

PRESENTATIONS

- Presentation of the Virginia Association of Counties Achievement Award to the Department of Public Works and Environmental Services - Stormwater Planning Division. Requested by Chairman McKay and Supervisor Gross.
- PROCLAMATION — To designate November 2021 as Adoption Awareness Month. Requested by Supervisor Herrity.
- PROCLAMATION — To designate November 2021 as Caregivers Awareness Month. Requested by Supervisor Herrity.
- PROCLAMATION — To designate November 15, 2021, as Fairfax County Recycles Day. Requested by Supervisors Herrity, Gross and Storck.

STAFF:

Tony Castrilli, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs
Jeremy Lasich, Office of Public Affairs

Board Agenda Item
November 9, 2021

9:30 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard November 9, 2021

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

DRAFT

**APPOINTMENTS TO BE HEARD NOVEMBER 9, 2021
(ENCOMPASSING VACANCIES PROJECTED THROUGH **DECEMBER 31, 2021**)
(Unless otherwise noted, members are eligible for reappointment)**

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Clifford L. Fields; appointed 1/96-1/03 by Hanley; 1/04-1/08 by Connolly; 2/09-1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Mary Frances Tunick; appointed 10/20-3/21) Term exp. 1/22 <i>Resigned</i>	Mason District Representative		Gross	Mason
VACANT (Formerly held by Douglas M. Salik; appointed 1/20 by Storck) Term exp. 1/21 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

ADVISORY PLANS EXAMINER BOARD (4-year terms)

CONFIRMATION NEEDED:

- Mr. Jeffrey E. Vish as the County Employee Representative

ADVISORY SOCIAL SERVICES BOARD (4-year terms)
(Limited to two full consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Stephanie Sedgwick (Appointed 11/18 by Foust) Term exp. 9/21	Dranesville District Representative		Foust	Dranesville

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13-6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large

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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Frank Leser; appointer 3/16-1/19 by Smith) Term exp. 1/22 <i>Resigned</i>	Sully District Representative		Smith	Sully

**ALCOHOL SAFETY ACTION PROGRAM LOCAL
POLICY BOARD (ASAP) (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Frieda A. Tatem; appointed 10/93-10/96 by Davis; 9/99-10/02 by Hanley; 10/05-10/08 by Connolly; 11/11-10/17 by Bulova) Term exp. 10/20 Deceased	At-Large #1 Representative		By Any Supervisor	At-Large
Jayant Reddy (Appointed 1/16-7/18 by Bulova) Term exp. 8/21	At-Large #4 Representative		By Any Supervisor	At-Large

ARCHITECTURAL REVIEW BOARD (3-year terms)

NOTE: Members shall be appointed by the Board as follows: At least two (2) members shall be certified architects; one member shall be a landscape architect authorized to practice in Virginia; one member shall be a lawyer with membership in the Virginia Bar; six (6) members shall be drawn from the ranks of related professional groups such as archaeologists, historians, lawyers, and real estate brokers.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Michael McReynolds; appointed 9/20 by Smith) Term exp. 9/21 <i>Resigned</i>	Related Professional Group #6 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Eric T. Sohn (Appointed 4/10-1/20 by Herrity) Term exp. 11/21	Diversity-At-Large Alternate Representative		By Any Supervisor	At-Large
Marc Fernandes (Appointed 10/20 by McKay) Term exp. 12/21	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Gross	Mason
VACANT (Formerly held by John J. Corley; appointed 7/1/-7/21 by Storck) Term exp.	Mount Vernon District Alternate Representative	Robert G. Kirk	Storck	Mount Vernon

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19 by Foust) Term exp. 6/20 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4-year terms)
 NOTE: No official, technical assistant, inspector or other employee of the Department of Public Works and Environmental Services, Department of Planning and Development, or Fire and Rescue Department shall serve as a member on this Board.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Wayne Bryan; appointed 6/13-2/17 by Bulova) Term exp. 2/21	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Thomas J. Schroeder; appointed 06/92-2/17 by Bulova) Term exp. 2/21 <i>Resigned</i>	Design Professional #1 Representative		By Any Supervisor	At-Large

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE) (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Joseph W. Blackwell, appointed 2/05-1/08 by Kauffman; 12/09-12/17 by McKay) Term exp. 12/20 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
Maria Dolores Quintela (Appointed 2/20 by McKay) Term exp. 12/21	Professional #1 Representative		By Any Supervisor	At-Large
Ryan Rauner (Appointed 1/18-1/20 by Herrity) Term exp. 12/21	Professional #3 Representative		By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS (2-year terms)
(Limited to three consecutive terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Karen Pica; appointed 10/14-9/18 by McKay) Term exp. 9/20 <i>Not eligible for reappointment</i> <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
Patrick Lennon (Appointed 1/17-9/19 by Gross) Term exp. 9/21	At-Large #3 Representative		By Any Supervisor	At-Large

**CHESAPEAKE BAY PRESERVATION ORDINANCE
EXCEPTION REVIEW COMMITTEE (4-year terms)**

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

CIVIL SERVICE COMMISSION (2-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Nancy Angland Rice (Appointed 2/16-1/20 by Smith) Term exp. 12/21	At-Large #1 Representative		By Any Supervisor	At-Large
Sara J. Simmons (Appointed 2/19 by Bulova; 2/22 by McKay) Term exp. 12/21	At-Large #3 Representative		By Any Supervisor	At-Large
Jason Fong (Appointed 1/00 by Hanley; 2/04-1/08 by Connolly; 12/09-12/17 by Bulova; 1/20 by McKay) Term exp. 12/21	At-Large #4 Representative		By Any Supervisor	At-Large
Farzin Farzad (Appointed 2/20 by Alcorn) Term exp. 12/21	At-Large #5 Representative		By Any Supervisor	At-Large
Thomas Garnett, Jr. (Appointed 10/05-1/08 by Kauffman; 12/09- 12/17 by McKay; 1/20 by Lusk) Term exp. 12/21	At-Large #6 Representative		By Any Supervisor	At-Large
Patrick Morrison (Appointed 10/05-2/18 by Bulova; 2/20 by McKay) Term exp. 12/21	At-Large #7 Representative		By Any Supervisor	At-Large
Vanessa Jordan (Appointed 6/20 by Walkinshaw) Term exp. 12/21	At-Large #8 Representative		By Any Supervisor	At-Large

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CIVIL SERVICE COMMISSION (2-year terms)
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VACANT (Formerly held by Lee Ellen Helfrich; appointed 2/14-1/20 by Gross) Term exp. 12/21 <i>Resigned</i>	At-Large #9 Representative	By Any Supervisor	At-Large
John C. Harris, Jr. (Appointed 10/05-11/13 by Hyland; 1/16-1/20 by Storck) Term exp. 12/21	At-Large #10 Representative	By Any Supervisor	At-Large
Herbert C. Kemp (Appointed 9/13-1/20 by Foust) Term exp. 12/21	At-Large #11 Representative	By Any Supervisor	At-Large
John Townes (Appointed 11/05-1/08 by McConnell; 12/09-1/20 by Herrity) Term exp. 12/21	At-Large #12 Representative	By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Shafuq Naseem; appointed 2/20 by Walkinshaw) Term exp. 10/21 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Phylcia L. Woods; appointed 1/20-11/17 by Palchik) Term exp. 10/23 <i>Resigned</i>	Providence District Representative		Palchik	Providence
VACANT (Formerly held by Chelsea H. Smith; appointed 2/20-10/20 by Herrity) Term exp. 10/23 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Theodore Choi; appointed 7/19 by Storck) Term exp. 2/22 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

CONSUMER PROTECTION COMMISSION (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Wes Callender (Appointed 9/14-7/18 by Foust) Term exp. 7/21	Fairfax County Resident #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daton Lynch; appointed 9/18 by Smith) Term exp. 7/21 <i>Resigned</i>	Fairfax County Resident #7 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Abrar Omeish; appointed 2/18-9/18 by Bulova) Term exp. 7/21 <i>Resigned</i>	Fairfax County Resident #9 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Scott Hine; appointed 2/07 by McConnell; 7/09-7/18 by Herrity) Term exp. 7/21 <i>Resigned</i>	Fairfax County Resident #11 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher Boeder (Appointed 9/18 by L. Smyth) Term exp. 8/21	Providence District Representative		Palchik	Providence
Jennifer Chronis (Appointed 12/16-7/18 by Herrity) Term exp. 8/21	Springfield District Representative		Herrity	Springfield

**DULLES RAIL TRANSPORTATION IMPROVEMENT
DISTRICT ADVISORY BOARD, PHASE II (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Gregory W. Trimmer (Appointed 1/12-1/16 by Bulova) Term exp. 1/20	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ECONOMIC ADVISORY COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alfred Thieme (Appointed 1/09-12/17 by Gross) Term exp. 12/20	Mason District Representative		Gross	Mason

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Howard J. Guba (Appointed 6/18 by Bulova) Term exp. 3/21	Citizen #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 05/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

FAIRFAX AREA DISABILITY SERVICES BOARD (3-year terms)

(Limited to two full consecutive terms)

NOTE: Members may be reappointed after being off the Board for three years. State Code requires that the membership in the local disabilities board include at least 30 percent representation by individuals who have physical, visual, or hearing disabilities or their family members. For this 15 member board, the minimum number for this representation would be five members.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Thomas B. Bash; appointed 10/16-11/18 by Bulova) Term exp. 11/21 <i>Resigned</i>	At-Large Fairfax County Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Doris Ray; appointed 1/20 by McKay) Term exp. 11/22	At-Large #1 Business Community Representative		By Any Supervisor	At-Large
Sarah Graham Taylor (Appointed 7/21 by Lusk) Term exp. 11/21	Lee District Representative		Lusk	Lee
Ayman Eldarwish (Appointed 10/17 by Gross) Term exp. 11/20	Mason District Representative		Gross	Mason
VACANT (Formerly held by Sailesh Panchang; appointed 1/18-11/18 by Smith) Term exp. 11/21 <i>Resigned</i>	Sully District Representative		Smith	Sully

**FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION
BOARD OF DIRECTORS (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sam Misleh (Appointed 6/15-6/18 by McKay) Term exp. 6/21 <i>Not eligible for reappointment</i>	Lee District Representative		Lusk	Lee

HEALTH CARE ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Michael Christ Trahos (Appointed 7/12-5/16 by Bulova) Term exp. 6/20	At-Large Chairman's Representative		McKay	At-Large Chairman's
Rosanne Lammers Rodilosso (Appointed 6/99- 5/01 by Mendelsohn, 6/05 by DuBois; 7/09-11/17 by Foust) Term exp. 6/21	Dranesville District Representative		Foust	Dranesville

HEALTH SYSTEMS AGENCY BOARD (3-year terms)
(Limited to two full terms; members may be reappointed after one-year lapse)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
RJ Narang (Appointed 7/18 by Foust) Term exp. 6/21	Consumer #5 Representative		By Any Supervisor	At-Large
Veronica C. Doran (Appointed 7/17 by Cook) Term exp. 6/21	Provider #1 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)

NOTE: The Commission shall include at least one member who is a resident from each District.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert E. Beach (Appointed 11/200 by Hanley; 1/04-12/06 by Connolly; 12/09-9/19 by Bulova) Term exp. 12/21	Architect Representative		By Any Supervisor	At-Large
Jordan E. Tannenbaum (Appointed 2/16-11/18 by Herrity) Term exp. 12/21	Citizen #1 Representative		By Any Supervisor	At-Large
Sallie Lyons (Appointed 3/05-12/12 by Hyland; 3/16-12/18 by Storck) Term exp. 12/21	Citizen #2 Representative		By Any Supervisor	At-Large
Lynne Garvey Hodge (Appointed 11/00-12/06 by McConnell; 12/09-11/18 by Herrity) Term exp. 12/21	Citizen #4 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3-year terms)

NOTE: The Commission shall include at least one member who is a resident from each District.
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Cheryl-Ann Beattie Repetti (Appointed 1/19 by Smith) Term exp. 12/21	Citizen #5 Representative		By Any Supervisor	At-Large
Mary Lipsey (Appointed 5/06-11/12 by Bulova; 1/16-11/18 by Cook) Term exp. 12/21	Citizen #6 Representative		By Any Supervisor	At-Large
Sue Kovach Shuman (Appointed 9/20 by Palchik) Term exp. 12/21	Citizen #8 Representative		By Any Supervisor	At-Large
Anne M. Barnes (Appointed 9/03-12/12 by Hyland; 3/16-12/18 by Storck) Term exp. 12/21	Citizen/Minority Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross) Term exp. 12/16 <i>Resigned</i>	Historian #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by George Alber; appointed 1/16-9/18 by Bulova) Term exp. 9/21 Deceased	At-Large #1 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Marion Barnwell; appointed 4/03-11/14 by Hyland; 7/18 by Storck) Term exp. 7/22 Deceased	Mount Vernon District #2 Representative		Storck	Mount Vernon

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Christopher A. Glaser (Appointed 11/09- 12/17 by Hudgins) Term exp. 10/21	At-Large #4 Representative		By Any Supervisor	At-Large

**INFORMATION TECHNOLOGY POLICY
ADVISORY COMMITTEE (ITPAC) (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
M. Kathryn Walsh (Appointed 6/01 by Hanley; 1/04-1/07 by Connolly; 12/09-11/18 by Bulova) Term exp. 12/21	At-Large Chairman's Representative		McKay	At-Large Chairman's
Sadaqat Ahmad (Appointed 1/19 by Hudgins) Term exp. 12/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Michael Aschenaki (Appointed 1/16-11/18 by McKay) Term exp. 12/21	Lee District Representative		Lusk	Lee

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Annette Koklauner (Appointed 1/16 by Bulova) Term exp. 6/19	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by William Uehling; appointed 3/10-7/12 by Bulova) Term exp. 6/15 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock

Continued on next page

**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (3-year terms)**

Continued from the previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 Resigned	Dranesville District Representative		Foust	Dranesville
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 Resigned	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Tina Montgomery; appointed 9/10-6/11 by L. Smyth) Term exp. 6/14 Resigned	Providence District Representative		Palchik	Providence
Peyton Smith (Appointed 10/17 by Smith) Term exp. 6/20	Sully District Representative		Smith	Sully

PLANNING COMMISSION (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John Anderson Carter Appointed 12/17 by Hudgins) Term exp. 12/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Walter C. Clarke (Appointed 3/18 by Storck) Term exp. 12/21	Mount Vernon District		Storck	Mount Vernon

POLICE CIVILIAN REVIEW PANEL (3-year terms)
--

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert E. Cluck; appointed 9/18 by Bulova; 2/20 by McKay) Term exp. 2/23 <i>Resigned</i>	Seat #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Douglas Kay; Appointed 2/17 and 2/20 by McKay) Term exp. 2/23 <i>Resigned</i>	Seat #5 Representative		By Any Supervisor	At-Large

**RESTON TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anne Mader; appointed 9/17 by Hudgins) Term exp. 9/21 <i>Resigned</i>	Commercial or Retail Ownership #2 Representative		By Any Supervisor	At-Large
NEW POSITION	Residential Owners and HOA/Civic Association #3 Representative		By Any Supervisor	At-Large

ROAD VIEWERS BOARD (1-year term)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Peyton Onks (Appointed 12/20 by Herryty) Term exp. 12/21	At-Large #1 Representative		By Any Supervisor	At-Large
Paul Davis, Jr. (Appointed 3/17-11/18 by Bulova; 1/20-11/20 by McKay) Term exp. 12/21	At-Large #2 Representative		By Any Supervisor	At-Large
Marcus Wadsworth (Appointed 6/09-1/20 by McKay) Term exp. 12/20	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by L. Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large

Continued on next page

ROAD VIEWERS BOARD (1-year term)

Continued from previous page

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

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Destiny Gargarita Kuk; appointed 2/21 by Alcorn) Term exp. 3/23 <i>Resigned</i>	Fairfax County #2 Representative		By Any Supervisor	At-Large

TENANT LANDLORD COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Vincent J. Fusaro; appointed 1/20 by Herrity) Term exp. 1/23 <i>Resigned</i>	Citizen Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Eric Fielding; appointed 6/15-1/19 by Bulova) Term exp. 12/21 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large

Continued on next page

TENANT LANDLORD COMMISSION (3-year terms)
Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Christopher Lee Kocsis; appointed 3/99-11/00 by Hanley; 1/04-12/06 by Connolly; 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large

TREE COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/18 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville
Jessica M. Bowser (Appointed 1/16-10/18 by McKay) Term exp. 10/21	Lee District Representative		Lusk	Lee

TRESPASS TOWING ADVISORY BOARD (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Denver Supinger (Appointed 9/18 by Bulova) Term exp. 9/21	Citizen Alternate Representative		By Any Supervisor	At-Large

**TYSONS TRANSPORTATION SERVICE DISTRICT
ADVISORY BOARD (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barry Mark; appointed 3/15-2/17 by Bulova) Term exp. 2/19 <i>Resigned</i>	Commercial or Retail Ownership #3 Representative		By Any Supervisor	At-Large

UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Maria Teresa Alva (Appointed 7/16-11/17 by Bulova) Term exp. 10/21	Citizen appointed by BOS #4 Representative		By Any Supervisor	At-Large

WETLANDS BOARD (5-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Deana M. Crumbling (Appointed 1/14-10/18 by Bulova) Term exp. 7/31	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Anita Van Breda; appointed 12/13-2/16 by Bulova; 5/18/21 by McKay) Term exp. 12/25 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Leslie Jacobs; appointed 5/16-1/20 by Storck) Term exp. 12/24 <i>Resigned</i>	Mount Vernon District #3 Representative		Storck	Mount Vernon

NEW BOARDS**AFFORDABLE HOUSING ADVISORY COUNCIL (AHAC) (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Lee District Representative		Lusk	Lee
NEW POSITION	Mason District Representative		Gross	Mason

COFIRMATION NEEDED:

- Ms. Julie Strandlie as the Planning Commission Representative

FAIRFAX COUNTY 250TH COMMISSION (6-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Dranesville District Representative		Foust	Dranesville
NEW POSITION	Lee District Representative		Lusk	Lee
NEW POSITION	Mason District Representative		Gross	Mason
NEW POSITION	Mount Vernon District Representative		Storck	Mount Vernon
NEW POSITION	Providence District Representative		Palchik	Providence
NEW POSITION	Springfield District Representative		Herrity	Springfield

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9:30 a.m.

Matters Presented by Board Members

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Items Presented by the County Executive

Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 1

Extension of Review Period for 2232 Application (Mount Vernon District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review period for the following application: 2232-2021-MV-00022.

TIMING:

Board action is required November 9, 2021, to extend the review period for the application noted above before its expiration date.

BACKGROUND:

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

The review period for the following application should be extended:

2232-2021-MV-00022	Department of Public Works and Environmental Services Original Mount Vernon High School Renovation and Adaptive Reuse Tax Map Nos. 101-4 ((1)) 5A and 101-4 ((7)) 1 8323 and 8333 Richmond Highway; 4100 Mohawk Road Alexandria, VA Mount Vernon District Accepted September 20, 2021 Extended to March 20, 2022
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FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

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

Michelle K. Stahlhut, Chief, Facilities Planning Branch, Planning Division, DPD

Bryan Botello, Planner, Zoning Evaluation Division, DPD

Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Convey Board-Owned Property on Quander Road to the Fairfax County Park Authority (Mount Vernon District)

ISSUE:

Authorization of the Board of Supervisors (Board) to advertise a public hearing regarding the conveyance of the Board-owned property located at 6318 Quander Road and the adjacent Fairchild parcel to the Fairfax County Park Authority (Park Authority).

RECOMMENDATION:

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

TIMING:

Board action is requested on November 9, 2021, to provide sufficient time to advertise the proposed public hearing on December 7, 2021, at 4:00 p.m.

BACKGROUND:

The Board is the owner of two parcels totaling approximately 10.6 acres located south of Richmond Highway and north of the Quander Road School. The parcel identified as Tax Map No. 0833 01 0024 is an 8.3-acre property that was dedicated to the Board for park purposes by Elizabeth Fairchild in 2009 (Fairchild Property). The lot identified as Tax Map No. 0833 01 0026F1, with a street address of 6318 Quander Road, consists of 2.3 acres that was acquired in 2017 to provide access between the Fairchild Property and Quander Road (Quander Property). Significant portions of both parcels (the Properties) are within a Resource Protection Area in the Little Hunting Creek watershed and have been subject to a recent stream restoration initiative.

Beginning in 2018, the Department of Public Works began a \$2.8 million natural stream design project with the goal of reducing streambank erosion and protecting existing infrastructure such as sanitary sewer lines and trails. Approximately 1,200 square feet of stormwater outfalls in two stream channels on the Properties have been restored with reinforced banks and new plantings. Concurrent with the conveyance of the Properties to the Park Authority, a conservation easement will be placed over most of the Quander Property to preserve undisturbed natural features as well as secure water quality benefits for the Fairchild Property. The conservation easement will allow for natural trails and open areas where interpretative signs can be installed that discuss the

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ownership of the parcel by the Quander family, believed to be one of the oldest families of African descent in the United States.

Staff recommends that the conveyance of the Properties to the Park Authority be subject to the condition that the Properties must be used for public park purposes. The Park Authority will include the Properties in its inventory and maintain the Properties in accordance with the adopted Park Authority Maintenance Standards. Any initiatives to change the existing park uses and facilities at the Properties will be guided by the Park Authority's master planning process.

Staff further recommends that the conveyances be made subject to the County's reservation of the right to assign to public entities, public utilities, telecommunications or cable television providers the right to construct improvements on the property for the purpose of providing utilities and other public services. Staff also recommends that any public utilities located on the Properties that are owned and maintained by County agencies, such as sanitary sewers and stormwater management facilities and structures, continue to be owned and maintained by the County.

Virginia Code Ann. § 15.2-1800 requires a locality to hold a public hearing before it may dispose of any real property.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map

STAFF:

Rachel Flynn, Deputy County Executive

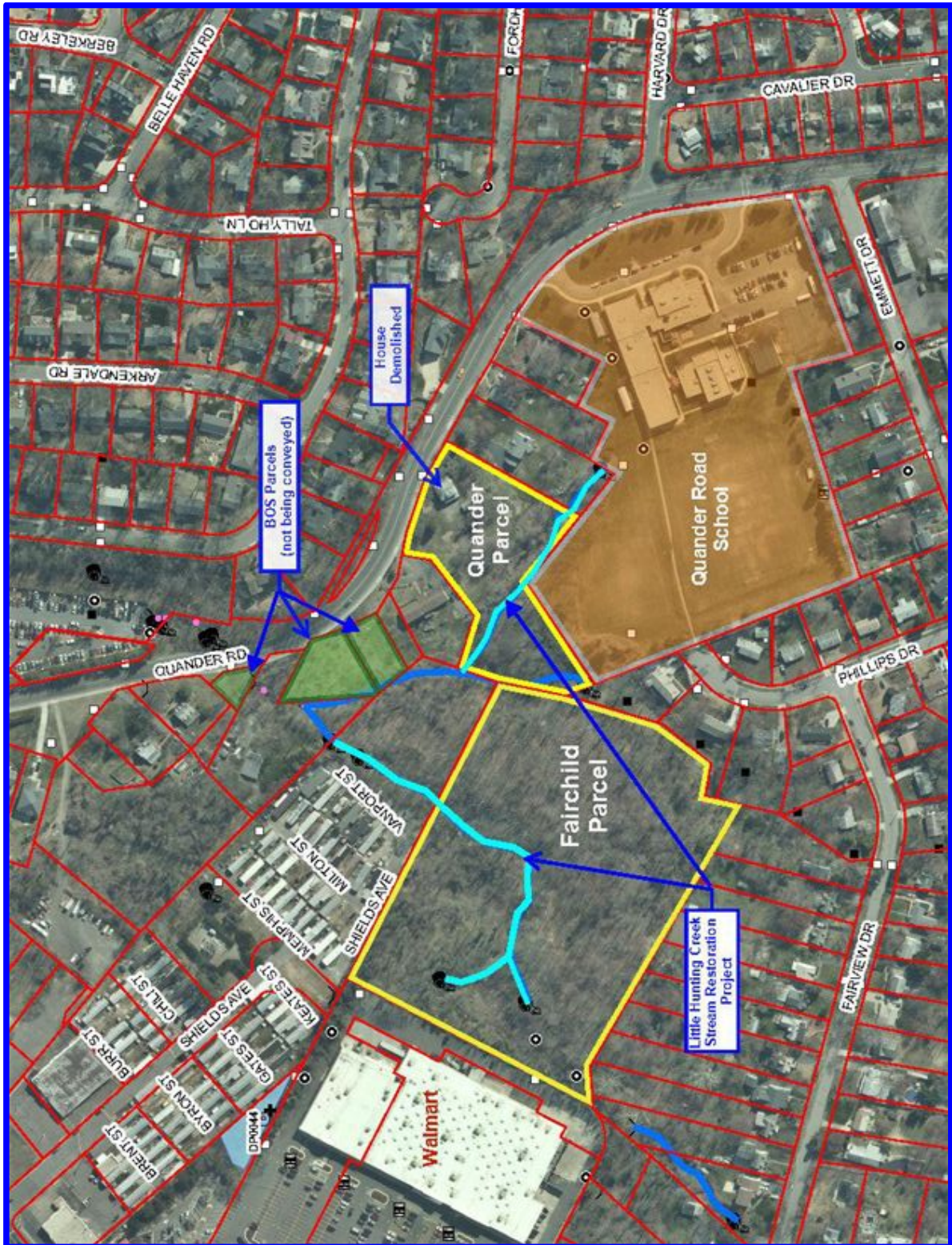
Jai Cole, Executive Director, Fairfax County Park Authority

José A. Comayagua, Director, Facilities Management Department

Mike Lambert, Assistant Director, Facilities Management Department

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



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ADMINISTRATIVE - 3

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program - Canard Street, Mitchell Street and Spring Valley Lane (Mason District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Canard Street (Mason District)
- One “Watch for Children” sign on Mitchell Street (Mason District)
- One “Watch for Children” sign on Spring Valley 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 “Watch for Children” signs as soon as possible.

TIMING:

Board action is requested on November 9, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not conflict with any other traffic control devices.

On September 22, 2021, FCDOT received verification from the Mason District Supervisor’s Office confirming community support for “Watch for Children” signs on Canard Street, Mitchell Street and Spring Valley Lane.

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FISCAL IMPACT:

Funding in the amount of \$450 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, 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

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ADMINISTRATIVE - 4

Street into the Secondary System (Mount Vernon District)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Leatherwood Property	Mount Vernon	Dublee Court

TIMING:

Routine.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Form

STAFF:

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

Print Form

Street Acceptance Form For Board Of Supervisors Resolution

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS</p> <p>REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 24883-SD-001-2</p> <p>SUBDIVISION PLAT NAME: Leatherland Property</p> <p>COUNTY MAGISTERIAL DISTRICT: Mount Vernon</p>
<p>VDOT PERMITS MANAGER: Sid Siddiqui</p> <p>BY: <u>Sid Siddiqui</u></p>	<p>FOR OFFICIAL USE ONLY</p> <p>VDOT INSPECTION APPROVAL DATE: <u>10/11/2021</u></p>

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Dublee Court	Intersection of Winstead Manor Lane RT 10107	End of the Dublee Court	0.09

NOTES:	TOTALS:
<p>Dublee Court: 475' of 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.</p>	
	0.09

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ADMINISTRATIVE - 5

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Fordson Road (Lee District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- Two “Watch for Children” signs on Fordson Road (Lee District)

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

TIMING:

Board action is requested on November 9, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for installation of “Watch for Children” signs at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not conflict with any other traffic control devices.

On September 21, 2021, FCDOT received verification from the Lee District Supervisor’s Office confirming community support for “Watch for Children” signs on Fordson Road.

FISCAL IMPACT:

Funding in the amount of \$300 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

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ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, 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

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ADMINISTRATIVE - 6

Supplemental Appropriation Resolution AS 22137 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from Virginia Department of Behavioral Health and Developmental Services for an Adolescent Community Reinforcement Approach (A-CRA) Partnership

ISSUE:

Board of Supervisors authorization is requested for the Fairfax-Falls Church Community Services Board (CSB) to accept grant funding totaling \$250,000 from the Department of Behavioral Health and Developmental Services (DBHDS) for the implementation of the Adolescent Community Reinforcement Approach (A-CRA). A-CRA is a developmentally appropriate behavioral treatment for youth and young adults with substance use disorders. Funding will support a new 1/1.0 FTE grant position. This grant funding supports efforts of CSB's youth and family services to provide evidence-based treatment for substance use disorders. The grant period is October 1, 2021, to March 14, 2023. No Local Cash Match is required. DBHDS has noted funding will likely be extended to March 31, 2025. 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 22137 to accept funding from the DBHDS in the amount of \$250,000 for implementation of the A-CRA model. This funding will support a new 1/1.0 FTE grant position. 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 November 9, 2021.

BACKGROUND:

The Department of Behavioral Health and Developmental Services is asking that the CSB implement the A-CRA evidence-based treatment model with \$250,000 in funding.

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DBHDS funded programs are expected to transform outpatient services for older adolescents/young adults and their families/primary caregivers/supports by introducing evidence-based, positive reinforcement-oriented treatment options, with supports and continuing care services through an effective person-centered approach. The A-CRA model will be implemented and blended within the currently provided CSB services to transform the system of care. This model has demonstrated effectiveness with youth and young adults, the specific target population. Initially, youth and young adults ages 16 to 21 will be served. Young adults ages 22 to 25 will be considered beginning in year three pending additional funding from DBHDS.

Funding will support a new 1/1.0 FTE senior clinician grant position who will be responsible for serving a minimum of 20 individuals by March 14, 2023. The Senior Clinician will serve in-person clients at two of CSB's four outpatient sites and virtual clients from all four sites through telehealth services. While most of the funding will go toward the senior clinician position, funding will also be used for telehealth services, transportation support and participation incentives for clients on an as needed basis.

FISCAL IMPACT:

Funding in the amount of \$250,000 from the Virginia Department of Behavioral Health and Developmental Services will be used to implement the A-CRA treatment model for youth and young adults with substance use disorders. No Local Cash Match is required. This grant does not allow for the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2022.

CREATION OF NEW POSITIONS:

There is 1/1.0 FTE new grant position associated with this funding. The County is under no obligation to continue funding this position when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1: DBHDS Exhibit D Award Summary
Attachment 2: Supplemental Appropriation Resolution AS 22137

STAFF:

Christopher A. Leonard, Deputy County Executive
Daryl Washington, Executive Director, Fairfax-Falls Church Community Services Board

Fairfax-Falls Church Community Services Board
Performance Measures for the YSAT Program

This Agreement is between the Department of Behavioral Health and Developmental Services (“DBHDS” or “Department”) and the Fairfax-Falls Church Community Services Board (“CSB” or “Subrecipient”), collectively hereinafter referred to as “the Parties”, entered into this Agreement to govern certain activities and responsibilities required for operating or contracting the YSAT (the “Program” or “Service”). This Agreement is attached to and made part of the performance contract by reference.

Purpose: Provide evidence-based treatment by using the Adolescent Community Reinforcement Approach (A-CRA) for transition-age youth with substance use disorder or co-occurring disorders.

Table with 1 column and 1 row containing SAMHSA GRANTS information: GRANT NAME, FEDERAL AWARD IDENTIFICATION NUMBER (FAIN), FEDERAL AWARD DATE, FEDERAL AWARDDING AGENCY, FEDERAL AWARD PASS-THROUGH ENTITY, CFDA NUMBER, RESEARCH AND DEVELOPMENT AWARD, FEDERAL GRANT AWARD YEAR, AWARD PERIOD.

Term: This Agreement shall govern the performance of the Parties for the period of 10/1/21 through 3/14/23 (“Period of Performance”).

A. Scope of Services: Provide Substance Use Disorder or Co-occurring Disorder treatment services for adolescents and young adults ages 16-25. The project at Fairfax-Falls Church CSB will transform the available outpatient services for older adolescents/young adults and their families/primary caregivers by introducing evidence-based, positive reinforcement-oriented treatment options, with supports and continuing care services through an effective person-centered approach. The ACRA model will be implemented and blended within the currently provided services to transform the system of care. Data collection will include a periodic review of the performance data that Fairfax-Falls Church CSB reports to the DBHDS Program Staff. Data collection activities may also be used to determine whether project goals and objectives are being met, review barriers to treatment services, and to design methods to improve treatment progress. The remaining funds are to be used to provided direct treatment for SUD and/or co-occurring disorders and recovery support services for the population of focus.

B. The CSB Responsibilities: In order to implement the YSAT Program, the CSB agrees to comply with the following requirements:

Fairfax-Falls Church CSB YSAT team will specifically address the substance abuse treatment needs of adolescents and young adults between the ages of 16 and 25. The Fairfax-Falls Church YSAT team will include a senior clinician and collaboration/coordination with other A-CRA trained clinicians at the agency.

The program and all staff will be supervised by the Youth and Family Services Director, who will be the direct contact to the DBHDS YSAT Program Director.. A-CRA training will be made available to team members on a periodic basis.. The A-CRA trainings will be 2.5 day (or 5 half days) virtual events. Trainees will join a Zoom

Exhibit D:

**Fairfax-Falls Church Community Services Board
Performance Measures for the YSAT Program**

meeting where they will learn each of the A-CRA procedures, watch demonstrations, and engage in small-group practice. Trainees will learn about the certification process for both clinicians and supervisors. Following the training, trainees will be required to pursue certification under the oversight of an approved A-CRA supervisor.

The Fairfax-Falls Church A-CRA clinician (and other trained A-CRA providers) will provide services to clients in the YSAT program. This includes linking clients to educational, employment, and community prosocial opportunities. These staff also provides input on clients that are having difficulty obtaining additional treatment services and also will also assist family members with similar needs.

The Youth and Family Services Director shall inform the DBHDS YSAT program coordinator and program consultant of any staffing changes within 48 hours of the change and an action plan will be discussed during an emergency call/visit or at the upcoming site visit.

All clients shall be screened at intake utilizing the DLA-20 screening tool and the counseling staff shall provide direct treatment services utilizing the A-CRA model. The YSAT project shall serve a minimum of 20 intake clients, conduct 10 3-month follow-up interviews, 10 6-month interviews, and 8 12-month interviews. The YSAT clinicians shall enter all intake and follow-up interview data into the YSAT data collection tool within a week of collection and shall report any resource needs to the DBHDS YSAT data and program consultant on a monthly basis. All Fairfax-Falls Church CSB YSAT team members are required to participate in 4 site visits per year. During the site visit,(which are currently virtual die to COVID-19 restrictions) the Fairfax-Falls Church CSB staff shall provide an overall assessment of program progress to include but not limited to the following program areas:

1. Progress staff has made with A-CRA training and certification,
2. Caseload size and demographics,
3. Status report on clients
4. Current challenges
4. Positive Outcomes
5. Plans for program sustainability beyond grant funding

The Fairfax-Falls church CSB staff also shall provide the DBHDS program consultant with any relevant information for the grant bi- annual report to SAMHSA as needed.

C. The Department Responsibilities: In order to implement the YSAT the Department agrees to comply with the following requirements:

The DBHDS YSAT Team will consist of the project director and the data and policy consultant.. The team will provide the following support to the Fairfax Falls Church CSB YSAT staff:

1. Technical assistance on all aspects of project development. The team will conduct virtual site visits quarterly or as needed during the pandemic and quarterly in person visits when it is safe. TA calls will be arranged on an as needed bases.
2. Provide oversight of distribution and expenditure of all YSAT funds
3. Provide training on the Adolescent Community Reinforcement Approach (A-CRA) treatment model and manage the A-CRA certification process for the WTCSB staff involved in the YSAT program.
4. Complete the bi-annual reports on Fairfax-Falls Church CSB activities.
5. Assist with internal YSAT data collection tool.

D. Payment Terms: The Department shall provide the CSB SUD FBG \$250,000. The DBHDS YSAT program

Exhibit D:

**Fairfax-Falls Church Community Services Board
Performance Measures for the YSAT Program**

director or their designee will consult with the DBHDS Deputy Director of Fiscal and Grants Management determine the amount and number of warrant payments and ensure that full payment shall not exceed \$250,000. The program director or designee will review the grant fund expenditures at each quarterly site visit. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this Agreement and will notify the CSB of any such changes in writing.

E. Limitations on Reimbursements: The Fairfax-Falls Church CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance that will end on March 14, 2023. Any funds not encumbered or obligated, by this date shall be returned to the DBHDS finance department in accordance with established departmental and grant guidelines. The Department may, at its reasonable discretion, modify payment, dates or amounts, or terminate this agreement and will notify the CSB of any such changes in writing. CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance.

F. Closeout: Final payment request(s) under this Agreement must be received by DBHDS no later than thirty (30) days prior to the end of the Period of Performance. No payment request will be accepted by DBHDS after this date without authorization from DBHDS. The CSB may continue to expend retained funds until the end of the Period of Performance to pay for remaining allowable costs.

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. There are two methods by which unexpended funds can be returned to DBHDS. The first is to send the money via mail in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Eric Billings

The second method would be to complete an ACH transfer. The transfer would be made to DBHDS' SunTrust account. The account information and DBHDS' EIN is as follows:

Account Number: 201141795720002
Routing Number: 061000104
EIN: 546001731

Name and Address of Bank:
SunTrust Bank
303 Peachtree Street
Atlanta, GA 30308

If you choose to utilize the ACH method of payment, please send an email that describes your intent to do so to the following individuals:

Eric.billings@dbhds.virginia.gov

Exhibit D:

**Fairfax-Falls Church Community Services Board
Performance Measures for the YSAT Program**

Ramona.howell@dbhds.virginia.gov
 Dillon.gannon@dbhds.virginia.gov
 Christine.kemp@dbhds.virginia.gov
 Kim.barton@dbhds.virginia.gov

You do not need approval from us to execute the ACH, but we want to be aware that it is coming so we can account for it properly.

Failure to return unexpended funds in a prompt manner may result in a denial of future federal Subrecipient awards from DBHDS.

In consideration of the execution of this agreement by DBHDS, the Subrecipient agrees that acceptance of final payment from DBHDS will constitute an agreement by the Subrecipient to release and forever discharge DBHDS, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Subrecipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this agreement. Subrecipient’s obligations to DBHDS under this agreement shall not terminate until all closeout requirements are completed to the satisfaction of DBHDS. Such requirements shall include, without limitation, submitting final reports to DBHDS and providing any closeout-related information requested by DBHDS by the deadlines specified by DBHDS. This provision shall survive the expiration or termination of this agreement.

G. Use of Funds: The CBS may not use the funds provided under this Agreement for any purpose other than as described herein and allowable to carry out the purposes and activities of the Program or Service. The CSB agrees that if it does not fully implement this Program as approved or as subsequently modified by agreement of the Parties, the Department shall be able to recover part or all of the disbursed funds.

H. Performance Outcome Measures:

Provide Substance Use Disorder or Co-occurring Disorder treatment services for adolescents and young adults ages 16-25. Transition Age Population. The Fairfax-Falls Church YSAT staff shall serve a minimum 20 clients within the 16-25 year old age range.	
<i>Key Performance Measures</i>	<i>Key Outcome Measures</i>
<ul style="list-style-type: none"> • Number of clients that will demonstrate significantly reduced alcohol and/or drug use in the previous 30 days at the 6- and 12-month evaluation points • Number of participants that will receive “wrap-around”/recovery support services • Number of clients that will successfully complete probation/parole supervision 	<p>70% of clients served will reduce alcohol and/or other drug use in the previous 30 days at the 6- and 12-month evaluation points</p> <p>75% of clients processed at intake will be provided the opportunity to be involved in wrap-around/recovery support services. This includes employment training, life skills coaching, , obtaining appropriate housing, and managing select crisis episodes.</p>

Exhibit D:

**Fairfax-Falls Church Community Services Board
Performance Measures for the YSAT Program**

<ul style="list-style-type: none"> • Number of clients will maintain/obtain stable housing in the community 	<p>75% of clients served will successfully complete probation/parole supervision</p>
<ul style="list-style-type: none"> • Number of clients will report feeling socially connected 	<p>75% of clients served will successfully maintain/obtain stable housing in the community</p> <p>70% of clients served will be socially connected with sober lifestyle activities.</p>

I. Reporting Requirements: YSAT Fairfax-Falls Church CSB clinicians will collect and report intake data as well as 3, 6, and 12-month follow-up, and discharge data using the YSAT internal data collection tool. Data will include the number clients processed for an initial screening and assessment and began treatment in the YSAT program during the previous month. Discharge data will include the number of clients that were discharged because of successful treatment completion or failed to complete treatment during the previous month. Each clinician is required to provide 3, 6, and 12-month follow-up data on clients they serve through the YSAT program. This data includes information on the following areas:

1. Has the client refrained from using alcohol and illegal drugs over the last 30 days
2. The number of past arrests or involvement with the CJS over the last 30 days
3. Is the client currently enrolled in school and/or employed or has been enrolled in school or employed over the last 30 days
4. Has the client had any behavioral health or social consequences related to alcohol or illegal drug use
5. Does the client feel socially connected
6. Does the client have a permanent place to live in the community
7. The CSB shall provide data reports as required in CCS 3 and finance reports on the funds provided by the Department as required in CARS pursuant to the Reporting and Data Quality Requirements of the Community Services Performance Contract.

All information must be entered within one week of collecting the information. The YSAT Staff reviews the data monthly (for process numbers) and quarterly (for outcomes) and will consult with the Fairfax-Falls Church CSB staff on any irregularities and is available to answer any questions on how to report information.

J. Monitoring, Review, and Audit: The Department may monitor and review use of the funds, performance of the Program, and compliance with this Agreement, which may include onsite visits to assess the CSB’s governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this Agreement.

K. Entire Agreement: This Agreement and any additional or supplementary document(s) incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.

L. Counterparts and Electronic Signatures: Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

Exhibit D:

**Fairfax-Falls Church Community Services Board
Performance Measures for the YSAT Program**

M. Conflicts: In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

Signatures: In witness thereof, the Department and the CSB have caused this Agreement to be executed by the following duly authorized Parties.

Virginia Department of Behavioral

Health and Developmental Services

By: _____

DocuSigned by:
Alison Land

Name: Alison G. Land, FACHE

Title: Commissioner
9/29/2021

Date: _____

Fairfax-Falls Church Community Services Board

By: _____

DocuSigned by:
Garrett McGuire
558ED1BA378F4D0...

Name: **Garrett McGuire**

Title: Chairperson
9/28/2021

Date: _____

Office of Child and Family Services

Division of Community Health

By: _____

DocuSigned by:
Nina Marino
B33F7524C130478...

Name: Nina Marino, LCSW

Title: Director, Office of Child and Family Services

9/28/2021

Date: _____

By: _____

DocuSigned by:
Daryl Washington
0AC911B97388437...

Name: **Daryl Washington**

Title: Executive Director
9/28/2021

Date: _____

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22137

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on November 9, 2021, 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 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7620, Fairfax-Falls Church Community Services Board	
Grants:	1760081-2022 – YSAT Program	\$250,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$250,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Dept. of Behavioral Health and Developmental Services, \$250,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 7

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Gallows Road (Providence District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Gallows Road between Gallows Branch Road and Electric Avenue/Railroad Street (Providence District)

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

TIMING:

Board action is requested on November 9, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

Gallows Road, between Gallows Branch Road and Electric Avenue/Railroad Street (Providence District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On October 11, 2021, FCDOT received verification from the Providence District Supervisor’s office confirming community support.

Board Agenda Item
November 9, 2021

FISCAL IMPACT:

For the "\$200 Additional Fine for Speeding" signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: "\$200 Additional Fine for Speeding" Signs Resolution – Gallows Road

Attachment II: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs – Gallows Road

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

RESOLUTION

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

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, November 9, 2021, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Gallows Road from Gallows Branch Road to Electric Avenue/Railroad Street. Such road also being identified as a Minor Arterial Road; and

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

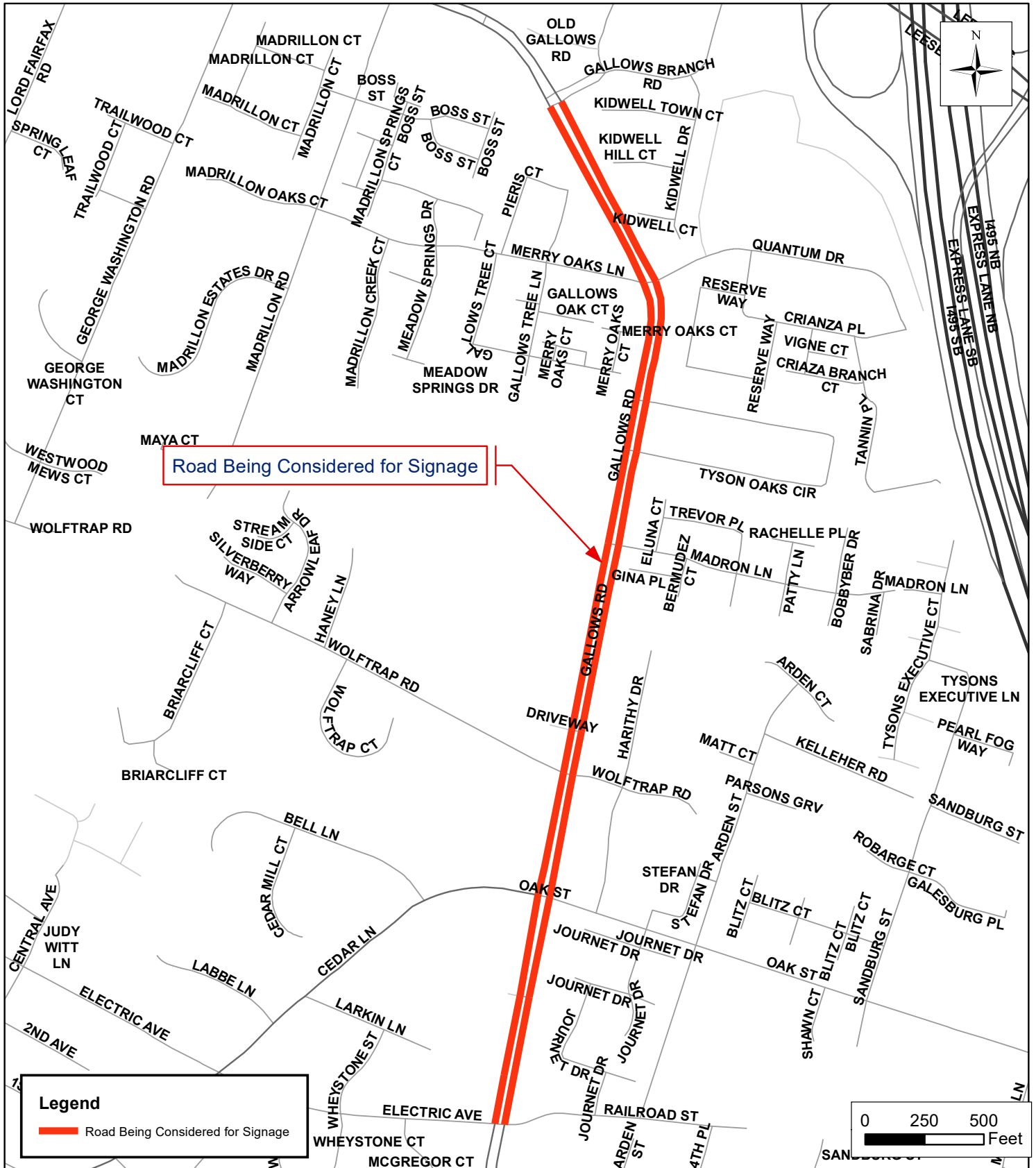
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Gallows Road from Gallows Branch Road to Electric Avenue/Railroad Street.

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

ADOPTED this 9th day of November, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 39-1, 39-2, 39-3, 39-4

October 2021

**Fairfax County Department of Transportation
 Residential Traffic Administration Program
 Proposed \$200 Additional Fine for Speeding
 Gallows Road
 Providence District**



Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 8

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Ridge Heights Road (Hunter Mill District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval of the resolution (Attachment I) for the installation of “\$200 Additional Fine for Speeding” signs on the following road:

- Ridge Heights Road between Soapstone Drive and South Lakes Drive (Hunter Mill District)

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

TIMING:

Board action is requested on November 9, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

Ridge Heights Road, between Soapstone Drive and South Lakes Drive (Hunter Mill District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On October 5, 2021, FCDOT received verification from the Hunter Mill District Supervisor’s office confirming community support.

Board Agenda Item
November 9, 2021

FISCAL IMPACT:

For the "\$200 Additional Fine for Speeding" signs, \$500 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:

Attachment I: "\$200 Additional Fine for Speeding" Signs Resolution – Ridge Heights Road

Attachment II: Area Map of Proposed "\$200 Additional Fine for Speeding" Signs – Ridge Heights Road

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
RIDGE HEIGHTS ROAD
HUNTER MILL DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, November 9, 2021, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Ridge Heights Road from Soapstone Drive to South Lakes Drive. Such road also being identified as a Local Road; and

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

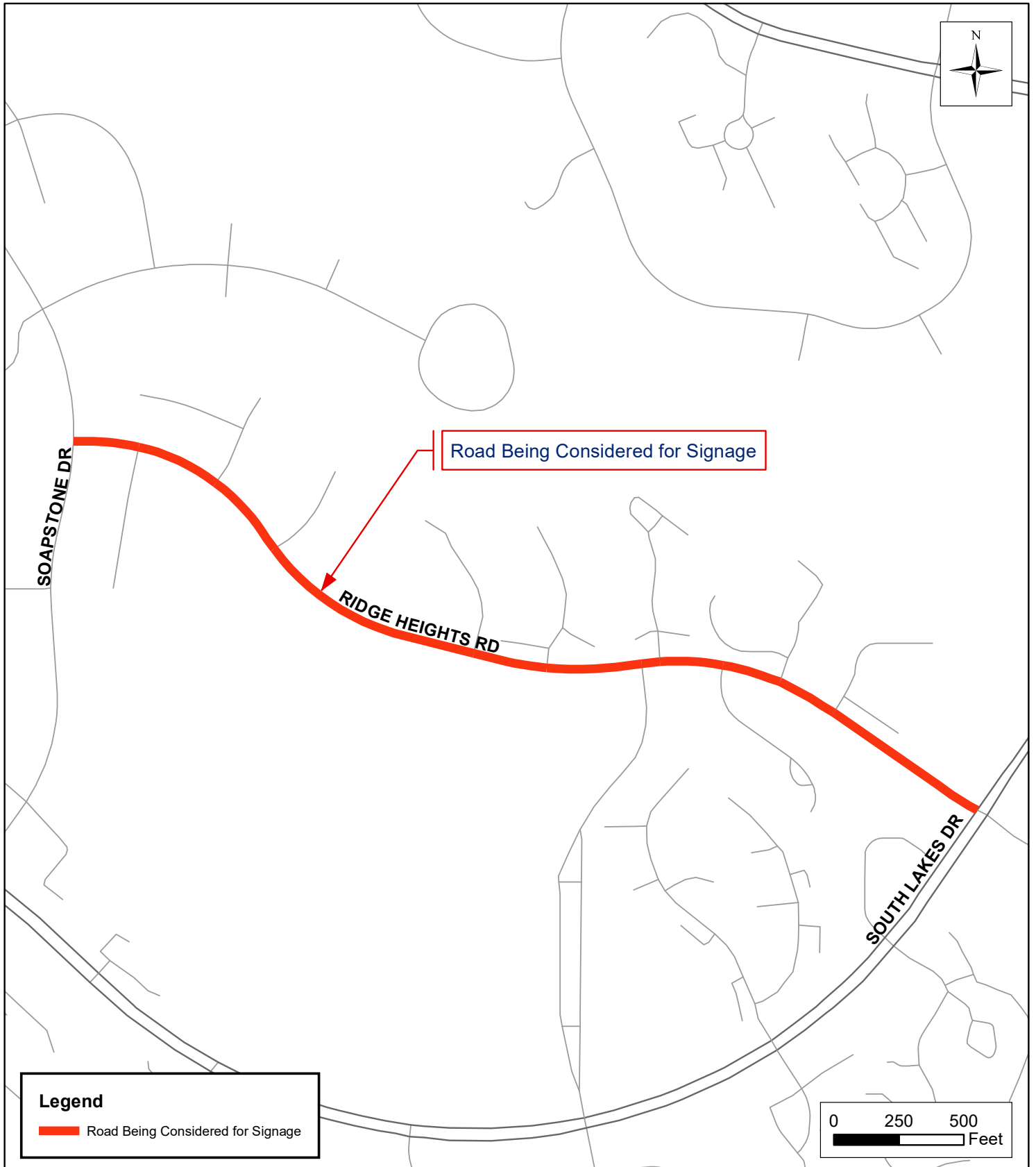
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Ridge Heights Road from Soapstone Drive to South Lakes Drive.

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

ADOPTED this 9th day of November, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 26-2, 27-1

October 2021

**Fairfax County Department of Transportation
 Residential Traffic Administration Program
 Proposed \$200 Additional Fine for Speeding
 Ridge Heights Road
 Hunter Mill District**



Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 9

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Jeremiah Court (Springfield District)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends approval for the installation of the following:

- One “Watch for Children” sign on Jeremiah Court (Springfield District)

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

TIMING:

Board action is requested on November 9, 2021, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

The RTAP allows for installation of a “Watch for Children” sign at the primary entrance to residential neighborhoods, or at a location with an extremely high concentration of children relative to the area, such as playgrounds, day care centers, or community centers. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not conflict with any other traffic control devices.

On September 28, 2021, FCDOT received verification from the Springfield District Supervisor’s Office confirming community support for a “Watch for Children” sign on Jeremiah Court.

FISCAL IMPACT:

Funding in the amount of \$150 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

Board Agenda Item
November 9, 2021

ENCLOSED DOCUMENTS:

None

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, 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

Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 10

Authorization to Advertise a Public Hearing to Consider Amendments to Article 14 of Chapter 4 of the Fairfax County Code to Revise Low-Income Real Estate Tax Exemption Eligibility Requirements and Establish a Real Estate Tax Deferral Program

ISSUE:

Authorization to advertise a public hearing to consider amendments to Chapter 4, Article 14 of the Fairfax County Code that would change the income and net worth eligibility limits for real estate tax relief beginning January 1, 2022. Furthermore, the amendments would add a 75% income eligibility bracket, cap total taxes relieved at 125% of the mean assessed value of Fairfax County homes and create a tax deferral option for seniors and people with disabilities, all beginning January 1, 2023.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on December 7, 2021, at 4:00 p.m. to consider adopting the proposed amendments to Chapter 4, Article 14 of the Fairfax County Code.

TIMING:

Board action is required on November 9, 2021, to provide sufficient time to advertise the public hearing on December 7, 2021, at 4:00 p.m.

BACKGROUND:

Pursuant to Virginia Code §§ 58.1-3210 through 3217, Fairfax County provides income- and asset-based real estate tax relief to qualified individuals who are at least 65 years of age or permanently and totally disabled. Under current eligibility limits, the applicant's gross household income may not exceed \$72,000, and they may have no more than \$340,000 in total assets, excluding the home's value and one acre of land. These limits were last changed in FY 2006, and for calendar year 2019, the County's tax relief program approved approximately 6,600 real estate tax relief applications, relieving roughly \$28.7 million in taxes.

Due to the time necessary to complete Assessment and Tax Relief System changes, the following two-phase implementation is recommended:

Board Agenda Item
November 9, 2021

Proposed Program for January 1, 2022

Effective January 1, 2022, the proposed amendments to Article 14 of Chapter 4 of the Fairfax County Code expand the income and net worth limits as follows:

Percentage of Relief	Gross Income Limits	Net Worth Limit
100%	\$0 - \$60,000	\$400,000
50%	\$60,001 - \$80,000	\$400,000
25%	\$80,001 - \$90,000	\$400,000

Proposed Program for January 1, 2023

Effective January 1, 2023, the proposed amendments to Article 14 of Chapter 4 of the Fairfax County Code would add a 75% income bracket, cap total relief at 125% of the mean assessed value of Fairfax County homes, and create a tax deferral option that would be subject to interest at the rate of the Wall Street Journal prime rate, plus 1% per year, which currently equals 4.25%, but no greater than the statutory limit set by Virginia Code § 58.1-3216(B), currently 8%. Additionally, the total amount of taxes deferred, and accumulated interest shall not at any given time exceed in aggregate 10 percent of the assessed value of such real estate.

Percentage of Relief	Gross Income Limits	Net Worth Limit	Total Taxes Relieved
100%	\$0 - \$60,000	\$400,000	Tax Relief up to 125% of the Mean Assessed Value of homes in Fairfax County Homes
75%	\$60,001 - \$70,000	\$400,000	
50%	\$70,001 - \$80,000	\$400,000	
25%	\$80,001 - \$90,000	\$400,000	
Tax Deferral	\$0 - \$100,000	\$500,000	Aggregate of Taxes Deferred not to Exceed 10% of the Assessed Value

Board Agenda Item
November 9, 2021

FISCAL IMPACT:

Staff projects that the proposed program changes to the income and asset limits effective January 1, 2022, would cost an additional \$12 million in recurring General Fund revenue loss compared to the current program. This fiscal impact will be reflected in the FY 2023 Advertised Budget Plan.

The proposed additional program changes effective January 1, 2023, would impact the FY 2024 budget and would result in an additional \$0.5 million in recurring General Fund revenue loss compared to FY 2023. The implementation of a tax deferral program effective January 1, 2023 is estimated to cost the General Fund \$2.2 million in deferred revenue annually; the deferred amounts would be recouped at the time of property transfer. The revenue impact may increase over time as more residents qualify and property values increase. In addition, staffing, space, and equipment would be required, depending on the program requirements adopted by the Board.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Ordinance, Redline.

Attachment 2 – Proposed Ordinance, Clean.

STAFF:

Christina Jackson, Chief Financial Officer

Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)

Gregory A. Bruch, Director, Revenue Collection Division, DTA

Justin K. Nejad, Management Analyst, Revenue Collection Division, DTA

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

1 AN ORDINANCE TO AMEND AND READOPT ARTICLE 14 OF CHAPTER 4
2 OF THE FAIRFAX COUNTY CODE TO REVISE LOW-INCOME REAL ESTATE
3 TAX EXEMPTION ELIGIBILITY REQUIREMENTS AND ESTABLISH A
4 REAL ESTATE TAX DEFERRAL PROGRAM
5

6 Draft of October 25, 2021
7

8 AN ORDINANCE to amend the Fairfax County Code by amending and
9 readopting Chapter 4, Article 14, to revise the low-income real estate tax
10 exemption eligibility requirements and establish a real estate tax deferral
11 program pursuant to Virginia Code § 58.1-3210, et seq.
12

13 Be it ordained that the Board of Supervisors of Fairfax County:
14

- 15 1. That Chapter 4, Article 14, of the Fairfax County Code is amended and
16 readopted, as follows:
17

18 Article 14. – Exemption and Deferral of Real Estate Taxes.
19

20 Section 4-14-1. Definitions.
21

22 For the purposes of this Article, ~~the following words and phrases shall have the~~
23 ~~meanings respectively ascribed to them by this Section.:~~
24

25 (a) *Director* means the Director of the Fairfax County Department of Tax
26 Administration or the designated agent of the Director.
27

28 (b) Eligible person means any person who is at least age 65 or permanently
29 or totally disabled who owns real property (i) held by the eligible person alone or
30 in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in
31 a revocable inter vivos trust over which the eligible person or the eligible person
32 and his spouse hold the power of revocation, or (iii) held in an irrevocable trust
33 under which an eligible person alone or in conjunction with his or her spouse
34 possesses a life estate or an estate for joint lives or enjoys a continuing right of
35 use or support. An eligible person does not include any interest held under a
36 leasehold or term of years.
37

38
39 ~~(bc)~~ *Net combined financial worth* means all assets of the owners of the
40 dwelling ~~and plus~~ the spouse of ~~the an~~ owner who resides therein, including
41 equitable interests, ~~but~~ excluding furniture, household appliances, ~~and~~ other
42 items typically used in a home, ~~and~~ the value of the dwelling and the land in an
43 amount not to exceed one acre upon which that dwelling is located.
44
45

46 (ed) Nonqualified transfer means a transfer in ownership of the real estate by
47 gift or otherwise not for bona fide consideration, other than (i) a transfer by the
48 qualified owner to a spouse, including without limitation a transfer creating a
49 tenancy for life or joint lives; (ii) a transfer by the qualified owner or the qualified
50 owner and his spouse to a revocable inter vivos trust over which the qualified
51 owner, or the qualified owner and his spouse, hold the power of revocation; or
52 (iii) a transfer to an irrevocable trust under which a qualified owner alone or in
53 conjunction with his spouse possesses a life estate or an estate for joint lives, or
54 enjoys a continuing right of use or support.

55
56 (e) Permanently and totally disabled means permanently and totally disabled
57 as defined in Virginia Code § 58.1-3217.

58
59 (f) Qualified owner means the owner of the real property who qualifies for a
60 tax deferral under this Article.

61
62 (eg) Total combined income means gross income from all sources of owners of
63 the dwelling residing therein ~~and plus the gross income from all sources of any~~
64 said owner's relative(s) of the owner who reside(s) in the dwelling, except for
65 those relatives living in the dwelling and providing bona fide caregiving services
66 to ~~the-an~~ owner whether such relatives are compensated or not, provided that the
67 first \$7,500.00 of any income received by an owner who is permanently and
68 totally disabled and the first \$6,500.00 of income of each relative, other than the
69 spouse of ~~the-an~~ owner ~~or owners~~ who is living in the dwelling, shall not be
70 included in such total. If a relative subject to this subsection (eg) is permanently
71 and totally disabled, any disability income received by such person shall not be
72 included in the calculation of total combined income.

73
74

75 **Section 4-14-2. Eligibility for real estate tax exemptionexemptions.**

76

77 (a) Any persons not less than 65 years of age, or any person permanently
78 and totally disabled as provided in Section 4-14-3, or any person or husband and
79 wife who owns a dwelling jointly wherein at least one spouse is not less than 65
80 or is permanently and totally disabled, Any person qualifying as an eligible
81 person by December 31 of the year preceding the date of the application, who
82 owns, or partially owns, a dwelling as the sole dwelling and residence of that
83 person or persons during the year for which the exemption is sought, shall be
84 eligible for, and may apply for, an exemption from real estate taxes specified in
85 Section 4-14-5-6 on such dwelling and the land, not exceeding one acre, upon
86 which that dwelling is located; provided that the applicant or applicants satisfy the
87 conditions of subsection (c) of this Section.

88

89 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
90 the calendar year a person becomes an eligible person reaches the age of 65 or
91 ~~is certified as being permanently and totally disabled in accordance with Section~~

92 ~~4-14-3, and if any such person~~ or is otherwise eligible for ~~the tax relief benefit~~the
93 tax exemption provided by this Article, then that person may apply to the Director
94 for a tax relief benefit~~exemption~~ for the remaining portion of the calendar year.
95 All such benefits shall be prorated on a monthly basis from the month in which
96 the applicant became eligible to the end of the calendar year unless there is a
97 disqualifying change in ownership, income, or financial worth as provided in
98 Section 4-14-~~45~~5. In the event that there is such a disqualifying change, then the
99 ~~benefits exemption~~ shall be limited in the manner specified by Section 4-14-~~45~~5.

100
101 (c) (1) ~~Effective January 1, 2022 through December 31, 2022, in in~~ order to
102 receive a 100 percent exemption from real estate taxes, the total combined
103 income ~~during the immediately preceding year for the 2021 calendar year~~ shall
104 not be greater than ~~\$52,000.00~~\$60,000.00. In order to receive a 50 percent
105 exemption from real estate taxes, the total combined income ~~during the~~
106 ~~immediately preceding year for the 2021 calendar year~~ shall be greater than
107 ~~\$52,000.00~~\$60,000.00, but ~~shall not be~~ greater than ~~\$62,000.00~~\$80,000.00. In
108 order to receive a 25 percent exemption from real estate taxes, the total
109 combined income ~~for the 2021 calendar year during the immediately preceding~~
110 ~~year~~ shall be greater than ~~\$62,000.00~~\$80,000.00, but ~~shall not be~~ greater than
111 ~~\$72,000.00~~\$90,000.00.

112
113 ~~Effective January 1, 2023, in order to receive a 100 percent exemption from real~~
114 ~~estate taxes, the total combined income during the immediately preceding~~
115 ~~calendar year shall not be greater than \$60,000.00. In order to receive a 75~~
116 ~~percent exemption from real estate taxes, the total combined income during the~~
117 ~~immediately preceding year shall be greater than \$60,000.00, but not greater~~
118 ~~than \$70,000.00. In order to receive a 50 percent exemption from real estate~~
119 ~~taxes, the total combined income during the immediately preceding year shall be~~
120 ~~greater than \$70,000.00, but not greater than \$80,000.00. In order to receive a~~
121 ~~25 percent exemption from real estate taxes, the total combined income shall be~~
122 ~~greater than \$80,000.00, but not greater than \$90,000.00.~~

123
124 (2) The net combined financial worth, ~~as defined in Section 4-14-1,~~ as of
125 December 31 of the immediately preceding year, shall not exceed
126 ~~\$340,000.00~~\$400,000.00.

127 128 129 **Section 4-14-3. Eligibility for real estate tax deferral.**

130
131 Effective January 1, 2023:

132
133 (a) Any person qualifying as an eligible person by December 31 of the year
134 preceding the date of the application, who owns, or partially owns, a dwelling as
135 the sole dwelling and residence of that person or persons during the year for
136 which a deferral is sought, shall be eligible for, and may apply for, a deferral from
137 real estate taxes specified in Section 4-14-7 on such dwelling and the land, not

138 exceeding ten acres, upon which that dwelling is located; provided that the
139 applicant or applicants satisfy the conditions of subsection (c) of this Section-.
140

141 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
142 the calendar year a person becomes an eligible person or is otherwise eligible for
143 the tax deferral provided by this Article, then that person may apply to the
144 Director for a tax deferral for the remaining portion of the calendar year. All such
145 benefits shall be prorated on a monthly basis from the month in which the
146 applicant became eligible to the end of the calendar year unless there is a
147 disqualifying change in ownership or other factors as provided in Section 4-14-5.
148 In the event that there is such a disqualifying change, then the deferral shall be
149 limited in the manner specified by Section 4-14-5.
150

151 (c)(1) To be eligible for deferral of real estate taxes, the total combined income
152 during the immediately preceding year shall not be greater than \$100,000.00.
153

154 (2) To be eligible for deferral of real estate taxes, the net combined financial
155 worth of the applicant, as of December 31 of the immediately preceding year,
156 shall not exceed \$500,000.00.
157

158 **Section 4-14-34. Application ~~for exemption~~; affidavit.**
159

160 Application for exemption or deferral as provided ~~for by~~ in this Article shall be
161 made not later than May 1 of each year for which ~~exemption such relief~~ is sought.
162 ~~, except this -~~ The Director may extend the application date ~~may be extended by~~
163 ~~the Director~~ to December 31 of the year following the year that the application
164 was due; if the applicant is applying for relief for the first time or if hardship
165 conditions exist which through no fault of the applicant prohibit applying by May
166 1, and if proper application is made along with a sworn affidavit stating that
167 failure to apply was due to reasons beyond the applicant's control ~~of the~~
168 applicant.
169

170 All applications for ~~real estate tax relief exemption or deferral~~ shall be made to
171 the Director on application forms provided by the Director. Each application shall
172 be accompanied by an affidavit or written statement setting forth the names of all
173 owners and related persons occupying ~~such real estate~~ the dwelling, as specified
174 in Virginia Code § 58.1-3212, for which exemption or deferral is sought and
175 stating that the ~~total combined~~ net combined financial worth and ~~the total~~
176 combined income from all sources ~~does do~~ not exceed the limits set forth in
177 Section 4-14-2(c) and 4-14-3(c), as appropriate, as well as such other
178 information required by the Director to administer the provisions of this Article. If
179 the application is made by an owner filing for exemption or deferral because of
180 permanent and total disability, or if the owner is seeking exclusion from total
181 combined income of the disability income of a relative living in the
182 residence dwelling, the application shall also be accompanied by affidavits made
183 in accordance with Virginia Code § 58.1-3213 stating that such owner or relative,

184 as the case may be, meets the definition of permanently and totally disabled
185 ~~specified by Virginia Code § 58.1-3217~~. The Director may require an applicant to
186 answer questions under oath concerning the requirements under of this Article
187 and/or to produce for inspection certified federal income tax returns for the
188 preceding three (3) years to establish ~~the~~ total combined income or net combined
189 financial worth ~~as defined in Section 4-14-1~~.

190
191 Applications for ~~real-estate tax relief~~ exemption or deferral shall be filed on a
192 three-year cycle. Applicants shall file a certification in each of the two (2) years
193 following the approval year attesting that no information contained on the last
194 application has changed in a way that would exceed the limitations and
195 conditions prescribed herein pertinent to the eligibility for ~~tax relief~~ exemption or
196 deferral, as appropriate. The annual certification shall be filed no later than May 1
197 each year. The Director may extend the deadline to file a certification ~~may be~~
198 ~~extended by the Director~~ to December 31 of the year following the calendar year
199 in which the certification was due, if hardship conditions existed where, through
200 no fault of the applicant, the applicant was prohibited from filing the certification
201 by the May 1 due date. Failure to file an application or certification as specified in
202 this section shall result in denial of tax relief provided under this Article.

203
204 ~~That notwithstanding the provisions of Section 4-14-3, applications for exemption~~
205 ~~from real-estate taxes due in calendar year 2004 shall be filed with the Director of~~
206 ~~the Department of Tax Administration no later than December 31, 2004.~~
207 ~~Applications for an exemption from real-estate taxes due in calendar year 2004~~
208 ~~from first time applicants or claiming a hardship pursuant to Section 4-14-3 shall~~
209 ~~be filed with the Director no later than December 31, 2005.~~

211 **Section 4-14-45. Changes in ownership, income or financial worth.**

212
213 Any changes in respect to total combined income, net combined financial worth,
214 ownership of the dwelling exempted or deferred, or other factors which occur
215 during the taxable year for which the affidavit or certification is filed, and which
216 has the effect of exceeding the limitations and conditions of this Article, shall
217 nullify any exemption or deferral for the remainder of the current tax year. In the
218 case any person or persons who become disqualified from an exemption or
219 deferral during a calendar year because of a disqualifying increase in total
220 combined income or net combined financial worth, then any such person or
221 persons may receive a prorated exemption or deferral for the portion of the
222 taxable year during which the taxpayer qualified for such exemption or deferral.
223 Such prorated portion shall be determined by multiplying the amount of the
224 exemption or deferral by a fraction wherein the number of complete months of
225 the year such property was properly eligible for such exemption or deferral is the
226 numerator and the number twelve (12) is the denominator. ~~The proceeds of a sale~~
227 ~~which would result in any such prorated exemption by a fraction wherein the~~
228 ~~number of complete months of the year such property was eligible for such~~
229 ~~exemption is the numerator and the number twelve (12) is the denominator.~~

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Section 4-14-56. Amount of exemption.

~~To the extent authorized by Section 4-14-2, persons who own real estate described in~~ Any persons found to be qualified for an exemption under Section 4-14-2 shall be exempted from the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) ~~and~~ any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. ~~_, provided that, if~~ the ownership of the ~~property dwelling~~ for which ~~an~~ application ~~for exemption~~ is made is not held solely by the applicant, or jointly with the applicant's spouse, then the amount of the tax exemption hereunder shall be in proportion to the applicant's ownership interest in the ~~subject real property dwelling~~ as that ownership interest may appear. However, if there is a court order pursuant to a divorce proceeding which sets forth the applicant's responsibility to pay real estate taxes on the dwelling, while residing in the dwelling, which remains jointly held after the divorce is final, applicant's ownership interest shall be deemed to be in proportion to applicant's court-ordered responsibility to pay taxes.

Effective January 1, 2023, any exemption from real estate taxes provided in this Article shall be based on the lesser of: (1) taxation based on the assessed value of the qualified dwelling as of January 1 of the applicable tax year, or (2) taxation based on 125% of the mean assessed value of all residential properties in Fairfax County for the applicable tax year. The calculation of the mean assessed value of all residential properties in Fairfax County shall be based on the assessed value of all townhomes, condominiums, and single-family homes in Fairfax County as of January 1 of the applicable tax year.

Section 4-14-7. Amount of deferral.

Effective January 1, 2023, any person found to be qualified for a deferral under Section 4-14-3 shall be permitted to defer the payment of real estate taxes, including: (a) the general County real estate tax levy imposed by the Board of Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district established by the Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad valorem tax on real estate within any service district created by the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper application is made. If the ownership of the dwelling for which an application is made is not held solely by the applicant or jointly with the applicant's spouse, then the amount of the deferral hereunder shall be in proportion to the applicant's ownership interest in the dwelling as that ownership interest may appear. However, if there is a court order pursuant to a divorce

276 proceeding which sets forth the applicant's responsibility to pay real estate taxes
277 on the dwelling, while residing in the dwelling, which remains jointly held after the
278 divorce is final, applicant's ownership interest shall be deemed to be in proportion
279 to applicant's court-ordered responsibility to pay taxes. The total amount of real
280 estate taxes deferred and accumulated interest on a qualified dwelling shall not,
281 at any given time, exceed in the aggregate 10 percent of the assessed value of
282 such dwelling.

283
284 Effective January 1, 2023, the total amount of real estate taxes deferred shall be
285 paid to the County by the vendor, transferor, executor, or administrator: (i) upon
286 the sale of the dwelling; (ii) upon a nonqualified transfer of the dwelling; or (iii)
287 from the estate of the decedent within one year after the death of the last
288 qualified owner thereof. Such deferred real estate taxes shall be paid without
289 penalty, except that all deferred real estate taxes are subject to interest at the
290 rate of the prime rate set by the Wall Street Journal prime rate plus 1.00% per
291 year, to be calculated based on the prime rate as of January 1 on any amount so
292 deferred in each year of deferral, but not to exceed eight percent per year, on
293 any amount so deferred. Such deferred real estate taxes and interest shall
294 constitute a lien upon the dwelling as if it had been assessed without regard to
295 the deferral permitted by this Article.

296
297 **~~Section 4-14-6. Certification to Director of Finance.~~**

298
299 ~~The Director shall certify to the Director of Finance annually those persons who~~
300 ~~qualify under this Article for an exemption and the amounts thereof. The Director~~
301 ~~of Finance shall deduct the amount of exemption from the applicant's real estate~~
302 ~~tax bill for that year.~~

303
304 **2. That this ordinance shall become effective on January 1, 2022.**

305
306
307 GIVEN under my hand this _____ day of _____, 2021.

308
309
310
311 _____
312 Jill G. Cooper
313 Clerk for the Board of Supervisors
Department of Clerk Services

1 **AN ORDINANCE TO AMEND AND READOPT ARTICLE 14 OF CHAPTER 4**
2 **OF THE FAIRFAX COUNTY CODE TO REVISE LOW-INCOME REAL ESTATE**
3 **TAX EXEMPTION ELIGIBILITY REQUIREMENTS AND ESTABLISH A**
4 **REAL ESTATE TAX DEFERRAL PROGRAM**

5
6 **Draft of October 25, 2021**

7
8 **AN ORDINANCE to amend the Fairfax County Code by amending and**
9 **readopting Chapter 4, Article 14, to revise the low-income real estate tax**
10 **exemption eligibility requirements and establish a real estate tax deferral**
11 **program pursuant to Virginia Code § 58.1-3210, et seq.**

12
13 **Be it ordained that the Board of Supervisors of Fairfax County:**

14
15 **1. That Chapter 4, Article 14, of the Fairfax County Code is amended and**
16 **readopted, as follows:**

17
18 **Article 14. – Exemption and Deferral of Real Estate Taxes.**

19
20 **Section 4-14-1. Definitions.**

21
22 For the purposes of this Article:

- 23
24 (a) *Director* means the Director of the Fairfax County Department of Tax
25 Administration or the designated agent of the Director.
- 26
27 (b) *Eligible person* means any person who is at least age 65 or permanently
28 or totally disabled who owns real property (i) held by the eligible person alone or
29 in conjunction with his spouse as tenant or tenants for life or joint lives, (ii) held in
30 a revocable inter vivos trust over which the eligible person or the eligible person
31 and his spouse hold the power of revocation, or (iii) held in an irrevocable trust
32 under which an eligible person alone or in conjunction with his or her spouse
33 possesses a life estate or an estate for joint lives or enjoys a continuing right of
34 use or support. An eligible person does not include any interest held under a
35 leasehold or term of years.
- 36
37 (c) *Net combined financial worth* means all assets of the owners of the
38 dwelling plus the spouse of an owner who resides therein, including equitable
39 interests, but excluding furniture, household appliances, other items typically
40 used in a home, and the value of the dwelling and the land in an amount not to
41 exceed one acre upon which that dwelling is located.
- 42
43 (d) *Nonqualified transfer* means a transfer in ownership of the real estate by
44 gift or otherwise not for bona fide consideration, other than (i) a transfer by the
45 qualified owner to a spouse, including without limitation a transfer creating a
46 tenancy for life or joint lives; (ii) a transfer by the qualified owner or the qualified

47 owner and his spouse to a revocable inter vivos trust over which the qualified
48 owner, or the qualified owner and his spouse, hold the power of revocation; or
49 (iii) a transfer to an irrevocable trust under which a qualified owner alone or in
50 conjunction with his spouse possesses a life estate or an estate for joint lives, or
51 enjoys a continuing right of use or support.

52
53 (e) *Permanently and totally disabled* means permanently and totally disabled
54 as defined in Virginia Code § 58.1-3217.

55
56 (f) *Qualified owner* means the owner of the real property who qualifies for a
57 tax deferral under this Article.

58
59 (g) *Total combined income* means gross income from all sources of owners of
60 the dwelling residing therein plus the gross income from all sources of any said
61 owner's relative(s) who reside(s) in the dwelling, except for those relatives living
62 in the dwelling and providing bona fide caregiving services to an owner whether
63 such relatives are compensated or not, provided that the first \$7,500.00 of any
64 income received by an owner who is permanently and totally disabled and the
65 first \$6,500.00 of income of each relative, other than the spouse of an owner who
66 is living in the dwelling, shall not be included in such total. If a relative subject to
67 this subsection (g) is permanently and totally disabled, any disability income
68 received by such person shall not be included in the calculation of total combined
69 income.

70
71 **Section 4-14-2. Eligibility for real estate tax exemption.**

72
73 (a) Any person qualifying as an eligible person by December 31 of the year
74 preceding the date of the application, who owns, or partially owns, a dwelling as
75 the sole dwelling and residence of that person or persons during the year for
76 which the exemption is sought, shall be eligible for, and may apply for, an
77 exemption from real estate taxes specified in Section 4-14-6 on such dwelling
78 and the land, not exceeding one acre, upon which that dwelling is located;
79 provided that the applicant or applicants satisfy the conditions of subsection (c) of
80 this Section.

81
82 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
83 the calendar year a person becomes an eligible person or is otherwise eligible for
84 the tax exemption provided by this Article, then that person may apply to the
85 Director for a tax exemption for the remaining portion of the calendar year. All
86 such benefits shall be prorated on a monthly basis from the month in which the
87 applicant became eligible to the end of the calendar year unless there is a
88 disqualifying change in ownership, income, or financial worth as provided in
89 Section 4-14-5. In the event that there is such a disqualifying change, then the
90 exemption shall be limited in the manner specified by Section 4-14-5.

91

92 (c) (1) Effective January 1, 2022 through December 31, 2022, in order to receive
93 a 100 percent exemption from real estate taxes, the total combined income for
94 the 2021 calendar year shall not be greater than \$60,000.00. In order to receive
95 a 50 percent exemption from real estate taxes, the total combined income for the
96 2021 calendar year shall be greater than \$60,000.00, but not greater than
97 \$80,000.00. In order to receive a 25 percent exemption from real estate taxes,
98 the total combined income for the 2021 calendar year shall be greater than
99 \$80,000.00, but not greater than \$90,000.00.

100
101 Effective January 1, 2023, in order to receive a 100 percent exemption from real
102 estate taxes, the total combined income during the immediately preceding
103 calendar year shall not be greater than \$60,000.00. In order to receive a 75
104 percent exemption from real estate taxes, the total combined income during the
105 immediately preceding year shall be greater than \$60,000.00, but not greater
106 than \$70,000.00. In order to receive a 50 percent exemption from real estate
107 taxes, the total combined income during the immediately preceding year shall be
108 greater than \$70,000.00, but not greater than \$80,000.00. In order to receive a
109 25 percent exemption from real estate taxes, the total combined income shall be
110 greater than \$80,000.00, but not greater than \$90,000.00.

111
112 (2) The net combined financial worth as of December 31 of the immediately
113 preceding year shall not exceed \$400,000.00.

114
115 **Section 4-14-3. Eligibility for real estate tax deferral.**

116
117 Effective January 1, 2023:

118
119 (a) Any person qualifying as an eligible person by December 31 of the year
120 preceding the date of the application, who owns, or partially owns, a dwelling as
121 the sole dwelling and residence of that person or persons during the year for
122 which a deferral is sought, shall be eligible for, and may apply for, a deferral from
123 real estate taxes specified in Section 4-14-7 on such dwelling and the land, not
124 exceeding ten acres, upon which that dwelling is located; provided that the
125 applicant or applicants satisfy the conditions of subsection (c) of this Section.

126
127 (b) Notwithstanding the provisions of subsection (a) of this Section, if during
128 the calendar year a person becomes an eligible person or is otherwise eligible for
129 the tax deferral provided by this Article, then that person may apply to the
130 Director for a tax deferral for the remaining portion of the calendar year. All such
131 benefits shall be prorated on a monthly basis from the month in which the
132 applicant became eligible to the end of the calendar year unless there is a
133 disqualifying change in ownership or other factors as provided in Section 4-14-5.
134 In the event that there is such a disqualifying change, then the deferral shall be
135 limited in the manner specified by Section 4-14-5.

136

137 (c)(1) To be eligible for deferral of real estate taxes, the total combined income
138 during the immediately preceding year shall not be greater than \$100,000.00.
139

140 (2) To be eligible for deferral of real estate taxes, the net combined financial
141 worth of the applicant, as of December 31 of the immediately preceding year,
142 shall not exceed \$500,000.00.
143

144 **Section 4-14-4. Application; affidavit.**
145

146 Application for exemption or deferral as provided in this Article shall be made not
147 later than May 1 of each year for which such relief is sought. The Director may
148 extend the application date to December 31 of the year following the year that
149 the application was due if the applicant is applying for relief for the first time or if
150 hardship conditions exist which through no fault of the applicant prohibit applying
151 by May 1, and if proper application is made along with a sworn affidavit stating
152 that failure to apply was due to reasons beyond the applicant's control.
153

154 All applications for exemption or deferral shall be made to the Director on
155 application forms provided by the Director. Each application shall be
156 accompanied by an affidavit or written statement setting forth the names of all
157 owners and related persons occupying the dwelling, as specified in Virginia Code
158 § 58.1-3212, for which exemption or deferral is sought and stating that the net
159 combined financial worth and total combined income from all sources do not
160 exceed the limits set forth in Section 4-14-2(c) and 4-14-3(c), as appropriate, as
161 well as such other information required by the Director to administer the
162 provisions of this Article. If the application is made by an owner filing for
163 exemption or deferral because of permanent and total disability, or if the owner is
164 seeking exclusion from total combined income of the disability income of a
165 relative living in the dwelling, the application shall also be accompanied by
166 affidavits made in accordance with Virginia Code § 58.1-3213 stating that such
167 owner or relative, as the case may be, meets the definition of permanently and
168 totally disabled. The Director may require an applicant to answer questions under
169 oath concerning the requirements of this Article and/or to produce for inspection
170 certified federal income tax returns for the preceding three (3) years to establish
171 total combined income or net combined financial worth.
172

173 Applications for exemption or deferral shall be filed on a three-year cycle.
174 Applicants shall file a certification in each of the two (2) years following the
175 approval year attesting that no information contained on the last application has
176 changed in a way that would exceed the limitations and conditions prescribed
177 herein pertinent to the eligibility for exemption or deferral, as appropriate. The
178 annual certification shall be filed no later than May 1 each year. The Director may
179 extend the deadline to file a certification to December 31 of the year following the
180 calendar year in which the certification was due if hardship conditions existed
181 where, through no fault of the applicant, the applicant was prohibited from filing
182 the certification by the May 1 due date. Failure to file an application or

183 certification as specified in this section shall result in denial of tax relief provided
184 under this Article.

185

186 **Section 4-14-5. Changes in ownership, income or financial worth.**

187

188 Any change in respect to total combined income, net combined financial worth,
189 ownership of the dwelling exempted or deferred, or other factors which occur
190 during the taxable year for which the affidavit or certification is filed, and which
191 has the effect of exceeding the limitations and conditions of this Article, shall
192 nullify any exemption or deferral for the remainder of the current tax year. In the
193 case any person or persons who become disqualified from an exemption or
194 deferral during a calendar year because of a disqualifying increase in total
195 combined income or net combined financial worth, then any such person or
196 persons may receive a prorated exemption or deferral for the portion of the
197 taxable year during which the taxpayer qualified for such exemption or deferral.
198 Such prorated portion shall be determined by multiplying the amount of the
199 exemption or deferral by a fraction wherein the number of complete months of
200 the year such property was properly eligible for such exemption or deferral is the
201 numerator and the number twelve (12) is the denominator.

202

203 **Section 4-14-6. Amount of exemption.**

204

205 Any persons found to be qualified for an exemption under Section 4-14-2 shall be
206 exempted from the payment of real estate taxes, including: (a) the general
207 County real estate tax levy imposed by the Board of Supervisors; (b) any ad
208 valorem tax on real estate within any sanitary tax district established by the
209 Board of Supervisors pursuant to Virginia Code § 15.2-858; and (c) any ad
210 valorem tax on real estate within any service district created by the Board of
211 Supervisors pursuant to Virginia Code § 15.2-2400, for any year in which proper
212 application is made. If the ownership of the dwelling for which an application is
213 made is not held solely by the applicant or jointly with the applicant's spouse,
214 then the amount of the tax exemption hereunder shall be in proportion to the
215 applicant's ownership interest in the dwelling as that ownership interest may
216 appear. However, if there is a court order pursuant to a divorce proceeding which
217 sets forth the applicant's responsibility to pay real estate taxes on the dwelling,
218 while residing in the dwelling, which remains jointly held after the divorce is final,
219 applicant's ownership interest shall be deemed to be in proportion to applicant's
220 court-ordered responsibility to pay taxes.

221

222 Effective January 1, 2023, any exemption from real estate taxes provided in this
223 Article shall be based on the lesser of: (1) taxation based on the assessed value
224 of the qualified dwelling as of January 1 of the applicable tax year, or (2) taxation
225 based on 125% of the mean assessed value of all residential properties in
226 Fairfax County for the applicable tax year. The calculation of the mean assessed
227 value of all residential properties in Fairfax County shall be based on the

228 assessed value of all townhomes, condominiums, and single-family homes in
229 Fairfax County as of January 1 of the applicable tax year.

230

231 **Section 4-14-7. Amount of deferral.**

232

233 Effective January 1, 2023, any person found to be qualified for a deferral under
234 Section 4-14-3 shall be permitted to defer the payment of real estate taxes,
235 including: (a) the general County real estate tax levy imposed by the Board of
236 Supervisors; (b) any ad valorem tax on real estate within any sanitary tax district
237 established by the Board of Supervisors pursuant to Virginia Code § 15.2-858;
238 and (c) any ad valorem tax on real estate within any service district created by
239 the Board of Supervisors pursuant to Virginia Code § 15.2-2400, for any year in
240 which proper application is made. If the ownership of the dwelling for which an
241 application is made is not held solely by the applicant or jointly with the
242 applicant's spouse, then the amount of the deferral hereunder shall be in
243 proportion to the applicant's ownership interest in the dwelling as that ownership
244 interest may appear. However, if there is a court order pursuant to a divorce
245 proceeding which sets forth the applicant's responsibility to pay real estate taxes
246 on the dwelling, while residing in the dwelling, which remains jointly held after the
247 divorce is final, applicant's ownership interest shall be deemed to be in proportion
248 to applicant's court-ordered responsibility to pay taxes. The total amount of real
249 estate taxes deferred and accumulated interest on a qualified dwelling shall not,
250 at any given time, exceed in the aggregate 10 percent of the assessed value of
251 such dwelling.

252

253 Effective January 1, 2023, the total amount of real estate taxes deferred shall be
254 paid to the County by the vendor, transferor, executor, or administrator: (i) upon
255 the sale of the dwelling; (ii) upon a nonqualified transfer of the dwelling; or (iii)
256 from the estate of the decedent within one year after the death of the last
257 qualified owner thereof. Such deferred real estate taxes shall be paid without
258 penalty, except that all deferred real estate taxes are subject to interest at the
259 rate of the prime rate set by the Wall Street Journal prime rate plus 1.00% per
260 year, to be calculated based on the prime rate as of January 1 on any amount so
261 deferred in each year of deferral, but not to exceed eight percent per year, on
262 any amount so deferred. Such deferred real estate taxes and interest shall
263 constitute a lien upon the dwelling as if it had been assessed without regard to
264 the deferral permitted by this Article.

265

266

267 **2. That this ordinance shall become effective on January 1, 2022.**

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275

GIVEN under my hand this _____ day of _____, 2021.

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

Board Agenda Item
November 9, 2021

ADMINISTRATIVE - 11

Authorization for the Fairfax County Fire and Rescue Department to Apply for and Accept Grant Funding from Health Resources & Services Administration Health and Public Safety Workforce Resiliency Training Program

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Fire and Rescue Department (FRD) to apply for and accept grant funding, if received, from the Health Resources & Services Administration (HRSA) Health and Public Safety Workforce Resiliency Training Program in the amount of \$450,000; \$150,000 requested for each of the three years of the period of performance; beginning January 1, 2022 and concluding on December 31, 2024. Funding will support the current behavioral health program for the FRD to further the necessary foundational components to offer care for public safety personnel struggling with behavioral health challenges that can normally be resolved with minimal to moderate care. This three-year grant's objective is to be proactive in the continuum of behavioral health care on both of the care and psychoeducation model. No Local Cash Match is required. There are no positions associated with this award. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Fire and Rescue Department to apply for and accept funding, if received, from the Health Resources & Services Administration (HRSA) Health and Public Safety Workforce Resiliency Training Program in the amount of \$450,000. No new positions will be created, and 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 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.

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TIMING:

Board action is requested on November 9, 2021. Due to the grant application deadline of September 22, 2021, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

The Health Resources and Services Administration's (HRSA) Health and Public Safety Workforce Resiliency Training Program is designed to plan, develop, operate or participate in health professions and nursing training activities using evidence-based or evidence-informed strategies, to reduce and address burnout, suicide, mental health conditions and substance use disorders and promote resiliency among health care professionals, including health care students, residents, professionals, paraprofessionals, trainees, and public safety officers, and employers of such individuals, collectively known as the "Health Workforce," in rural and underserved communities.

The FRD, on behalf of the County, manages the contract for the Public Safety Occupational Health Center (PSOHC). The PSOHC is responsible for providing comprehensive medical evaluations, fitness-for-duty and return to work evaluations to assist public safety agencies with maintaining a workforce ready for service. There has been an increasing need for OHC to place emphasis not only on the physical wellness of public safety employees, but the mental health wellness as well. If awarded, funds will support FRD's goal of enhancing the existing behavioral health program to allow for the establishment of necessary foundational components to offer care for public safety personnel struggling with behavioral health challenges that can normally be resolved with minimal to moderate care. This goal will be achieved by having one contracted, licensed clinical care position to establish and evaluate the components that will be offered to public safety personnel. FRD also seeks to be proactive in the continuum of behavioral health care on both care and psycho education. These efforts are specifically directed to prevent suicide and ensure personnel have care readily available in their time of need.

FISCAL IMPACT:

Grant funding in the amount of \$450,000, is being requested from the Health Resources & Services Administration Health and Public Safety Workforce Resiliency Training Program. If this proposal is successful, the Fire and Rescue Department will receive \$150,000 over a three-year period of performance. No Local Cash Match is required. This grant does allow the recovery of indirect costs; however, because this funding opportunity is highly competitive, the FRD has elected to omit inclusion of indirect costs

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to maximize the proposal's competitive position. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2022.

CREATION OF NEW POSITIONS:

No new grant positions are associated with this award.

ENCLOSED DOCUMENTS:

Attachment 1: Summary of Grant Application

STAFF:

David M. Rohrer, Deputy County Executive
Fire Chief John S. Butler, Fire and Rescue Department
Assistant Chief Thomas G. Arnold, Fire and Rescue Department
Assistant Chief Jason R. Jenkins, Fire and Rescue Department
Assistant Chief Joseph E. Knerr, Fire and Rescue Department
Chinaka A. Barbour, Fiscal Services Division Director, Fire and Rescue Department
Merin Mani, Financial Analyst, Fire and Rescue Department

Summary of Grant Proposal

Grant Title: Health and Public Safety Workforce Resiliency Training Program

Funding Agency: U.S. Department of Health and Human Services, Division of Nursing and Public Health

Applicant: Fairfax County Fire and Rescue Department

Funding Amount: Funding of \$450,000 has been requested (\$150,000 per year for three years).

Proposed Use of Funds: Funding will support the current behavioral health program for the FRD to further the necessary foundational components to offer care for public safety personnel struggling with behavioral health challenges that can normally be resolved with minimal to moderate care.

Performance Measures: The overall goal of this effort is to develop a certificate level course with 12 one-hour modules which would be targeted at command staff and behavioral health peers. Middle management and peers will be armed with the knowledge to function as “wellness ambassadors” within the organization. The end product is a group of employees who have a working knowledge of concepts pertaining to wellness, resilience, psychological disorders, suicidality, mindfulness, and other relevant topics.

Grant Period: January 1, 2022 – December 31, 2024

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ADMINISTRATIVE - 12

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Department of Criminal Justice Services, Combating Hate Crime Grant Program: Round 2

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the Department of Criminal Justice Services, Combating Hate Crime Grant Program in the amount of \$159,623. Eligibility requirement for this grant announcement is open to all localities within the Commonwealth that have established a partnership program with institution(s) or nonprofit organization(s) that have been targets or are at-risk of being targets of hate crimes. Funding will be used by to fund Congregation Olam Tikvah, Pozez Jewish Community Center of Northern Virginia, and Gesher Jewish Day School to better secure their facilities against hate crimes targeting the Jewish community in Fairfax County. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the FCPD to apply for and accept funding, if received, from the Department of Criminal Justice Services, Combating Hate Crimes Grant program in the amount of \$159,623. FCPD will partner with three Jewish organizations - a synagogue, a community center, and a school to improve their security in hopes of deterring, detecting, delaying and denying threats and attacks thus reducing or eliminating damage from a hate crime. No new positions will be created and 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 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.

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TIMING:

Board action is requested on November 9, 2021. Due to an application deadline of September 24, 2021, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:

The Virginia Department of Criminal Justice Services (DCJS) is offering a second opportunity for grant funds to localities to combat hate crimes. DCJS is soliciting applications to make competitive grants to localities within the Commonwealth that have established a partnership program with institutions and/or nonprofit organizations that have been targets or are at risk of being targets of hate crimes.

The goal of this program is to minimize bias-motivated incidents by providing funding that supports institutions and/or nonprofit organizations that may be at risk based on race, religious conviction, color, gender, disability, gender identity, sexual orientation, or national origin. The full grant solicitation can be found here:

<https://www.dcjs.virginia.gov/grants/programs/fy-2022-hate-crimes-grant-program-round-ii>

FCPD will partner with Congregation Olam Tikvah, Pozez Jewish Community Center of Northern Virginia, and Gesher Jewish Day School for improvements to their locations to better protect against hate crimes targeting the Jewish community in Fairfax County. Congregation Olam Tikvah will replace exterior access. Pozez Jewish Community Center will purchase an electronic visitor management system, improve classroom doors and locks and replace one exterior access door to the preschool. Gesher Jewish Day School will undertake a cyber-security assessment, install a perimeter fence and hire a second security guard. All three organizations are partnering to purchase training equipment to support comprehensive preparedness and response training for staff and constituents. The total of project that Fairfax County Police Department will spend with these funds will be approximately \$159,623.

FISCAL IMPACT:

Grant funding in the amount of \$159,623 is being requested to provide for Combating Hate Crimes in Fairfax County to fund for expenditures for a synagogue, a community center, and a school to improve their security in hopes of deterring, detecting, delaying and denying threats and attacks thus reducing or eliminating damage from a Hate Crime. No Local Cash Match is required. This grant does allow the recovery of indirect costs; however, because this funding opportunity is highly competitive, the FCPD has elected to omit inclusion of indirect costs to maximize the proposal's competitive

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position. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2022.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Summary of Grant Proposal

STAFF:

David M. Rohrer, Deputy County Executive
Colonel Kevin Davis, Chief of Police

**Combating Hate Crimes Grant Program
Summary of Grant Proposal**

Grant Title: Hate Crimes Grant Program

Funding Agency: Virginia Department of Criminal Justice Services

Applicant: Fairfax County Police Department

Funding Amount: Funding of \$159,623 has been requested.

Proposed Use of Funds: Funding will be used to fund Congregation Olam Tikvah, Pozez Jewish Community Center of Northern Virginia, and Geshur Jewish Day School to help assist in improvements to their locations to better secure their facilities to protect them against hate crimes against the Jewish community in Fairfax County.

Performance Measures: Project Manager will meet monthly with partners to track the execution of individual projects along anticipated timelines. Collectively, the projects will help strengthen and secure three prominent, Fairfax County Jewish institutions.

Grant Period: October 15, 2021 – June 30, 2022

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ACTION - 1

Approval of a Memorandum of Understanding Between the Board of Supervisors and Clean Fairfax Council, Incorporated

ISSUE:

The Board of Supervisors' approval of a Memorandum of Understanding between Fairfax County, Virginia, and Clean Fairfax Council, Incorporated.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors:

- Approve the Memorandum of Understanding between the Board of Supervisors and Clean Fairfax Council, Incorporated.
- Authorize the Director of Public Works and Environmental Services to execute the Memorandum of Understanding with Clean Fairfax Council, Incorporated.

TIMING:

Approval by the Board of Supervisors on November 9, 2021, is requested to allow for the execution of the Memorandum of Understanding with Clean Fairfax Council, Incorporated.

BACKGROUND:

The Board of Supervisors originally signed a Memorandum of Understanding with Clean Fairfax County in 1985 (the "1985 MOU") for the purpose of providing education regarding litter abatement and coordination of volunteer litter cleanups across Fairfax County. In 1995, Clean Fairfax County changed its name to Clean Fairfax Council, Incorporated.

After the 1985 MOU was signed, Virginia established the Litter Control and Recycling Fund. Monies from this Fund are used for grants to communities for the purpose of litter abatement. Historically, Fairfax County has transferred the money it receives from this Fund to Clean Fairfax Council.

The MOU was updated in 2011 and 2021. The 2021 update includes an evergreen provision for the agreement that allows for termination after 30 days' notice by Fairfax County or Clean Fairfax Council, Incorporated. This request is for approval of the continuation of the current relationship with Clean Fairfax Council, Incorporated. The

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MOU includes provisions for documentation and reporting as to the use of the grant funds to enable the County to meet the grant program reporting requirements. Additionally, at the request of the Department of Public Works and Environmental Services' Stormwater Program, Clean Fairfax will provide litter education services to support the county in complying with the Municipal Separate Storm Sewer System (MS4) permit.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Memorandum of Understanding Between Fairfax County Board of Supervisors and Clean Fairfax Council, Incorporated

STAFF:
Rachel Flynn, Deputy County Executive
Chris Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor K. Coddling, Deputy Director, DPWES, Stormwater and Wastewater
John W. Kellas, Deputy Director, DPWES, Solid Waste Management Program

ASSIGNED COUNSEL:
Joanna L. Faust, Assistant County Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN
FAIRFAX COUNTY BOARD OF SUPERVISORS AND CLEAN FAIRFAX COUNCIL**

This Memorandum of Understanding, by and between the Board of Supervisors of Fairfax County, Virginia (hereinafter “the Board”) and Clean Fairfax Council, Incorporated (hereinafter “the Corporation”), and together known as the “Parties”, is for the purpose of defining the relationship between both Parties. This Memorandum of Understanding shall replace all other Agreements, Memoranda of Understanding or Contracts that may be in existence between the Parties, including, but not limited to, the Memorandum of Understanding dated March 27, 1985, the Memorandum of Understanding dated December 11, 2007, the Memorandum of Understanding dated April 30, 2021, and the Memorandum of Understanding dated August 25, 2016.

WHEREAS, the Corporation has been organized in the Commonwealth of Virginia as a non-profit corporation for charitable, educational and other non-profit purposes to promote interest in the general improvement of the environment in Fairfax County; and

WHEREAS, the Corporation, either in its present name or previous name of Clean Fairfax County, has operated in the County of Fairfax since the early 1980’s; and

WHEREAS, the Corporation is an independent, separate, legal entity apart from the Board; and

WHEREAS, the Board is authorized pursuant to Va. Code Ann. § 15.2-953 to make contributions to organizations such as the Corporation; and

WHEREAS, the Board receives an annual state litter grant from the Commonwealth of Virginia; and

WHEREAS, effective April 1, 2015, the Board received a Municipal Separate Storm Sewer System Permit (the “MS4 Permit”) from the Commonwealth of Virginia pursuant to the Clean Water Act and the Virginia Stormwater Management Act; and

WHEREAS, it is in the mutual interest of the Board and Corporation to work toward the abatement of litter in the county through education, training, clean-up events, and to uphold the Board’s principles of promoting environmental stewardship;

NOW THEREFORE, in consideration of the above, both the Board and Corporation agree as follows:

1. Contributions

- 1.1. The Board, from time to time in its sole discretion, may make contributions to the Corporation in furtherance of its aforesaid purposes. The obligation of the county to pay a contribution to the Corporation under the MOU or any other payment obligations is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The county’s obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation

is not made for any fiscal year, this MOU shall terminate effective at the end of the fiscal year for which funds were appropriated and the county will not be obligated to make any payments beyond the amount appropriated for payment obligations. The county will provide the Corporation with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the county's failure to provide such notice will not extend the MOU into a fiscal year in which sufficient funds have not been appropriated.

2. Office Space

The Board in its sole discretion may provide office and storage space to the Corporation in furtherance of its aforesaid purposes. Office location is critical to a proactive and collaborative working relationship between the two parties, and said office space shall be near the offices of the Fairfax County Solid Waste Management Program.

3. Tax Exempt Status

The Corporation shall comply with all requirements of the Internal Revenue Code so as to remain an approved 501 (c) (3) charitable tax exempt corporation.

4. In-Kind Donations

The Corporation is encouraged to seek financial and in-kind donations to the organization to further litter control efforts in the county.

5. Coordination

The Corporation shall coordinate litter education, outreach and collection activities with designated staff representatives of the Board as long as the Board provides funding to the Corporation. For these general purposes, the Board's designee shall be: Director of the Division of Recycling, Engineering and Environmental Compliance, Department of Public Works & Environmental Services, 12000 Government Center Parkway, Suite 458, Fairfax, Virginia, 22035 (the "Director").

The Corporation shall coordinate support for the litter prevention requirements of the Board's MS4 Permit with designated staff representatives of the Board as long as the Board provides funding from the Stormwater Fund for such support to the Corporation. For the purposes of the MS4 Permit, the Board's designee shall be: Chief of the MS4 Coordination Section, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia, 22035 (the "MS4 Permit Chief").

6. Reporting

- a. The Corporation will provide the Director a detailed annual performance and accounting report for the purposes of applying for and retaining funding from the Commonwealth's Litter Control and Recycling Fund. Such report shall be of sufficient detail to comply with standards required by the Commonwealth of Virginia and audit requirements of the Board.

- b. The Corporation will provide the Director and the MS4 Permit Chief a separate, detailed annual report for the purposes of applying for and retaining funding from the Board's Stormwater Fund to support implementation of the litter prevention requirements of the MS4 Permit. Such report shall be of sufficient detail to comply with the reporting requirements by the Commonwealth of Virginia, the terms of the MS4 Permit, and audit requirements of the Board.
- c. In addition to the annual reports referenced in § 6(a) and (b), the Corporation shall be required (as a condition of the Board providing any other funding to the Corporation) to submit reports of yearly activity to the appropriate county agency representatives for inclusion in official County and State environmental reports.

7. Mission

The Corporation shall concentrate primarily on litter abatement and litter collection activities in Fairfax County, and in cooperation with the Board's designee, promote recycling and other environmental best practices in order to assist the County in fulfilling its environmental missions and mandates.

8. County Officials or County Employees as Corporation Officers or Directors

A County official, employee, member of the Board of Supervisors, member of the Board's staff, and/or member of a Fairfax County board, commission or authority may serve as an officer or director of the Corporation, provided however that no compensation is paid by the Corporation to any such director or officer.

9. Annual Funding Request

The Corporation shall submit to the Director an annual funding request ("SWMP Annual Funding Request") for consideration prior to the Board's application to the Statewide Litter and Recycling Grant Fund. Upon receipt of funds from the Commonwealth, the Corporation shall annually seek approval from the Director to transfer the grant funds to the Corporation for its use in accordance with the submitted request. In addition, the Corporation shall submit to the MS4 Permit Chief an annual funding request for approval to support the MS4 Permit that is separate from the SWMP Annual Funding Request.

10. Dissolution

The Corporation shall retain the provision in its Articles of Incorporation which requires, upon dissolution or other termination of the Corporation, that all outstanding fund balances or assets derived from Fairfax County appropriations or fund transfers shall revert back to the Fairfax County government.

11. Executive Director Selection

In the event that it becomes necessary for the Corporation to select a new Executive Director, the selection process shall include input from the Director.

12. Additional Provisions

- a. The Corporation shall abide by any conditions imposed by the Board and/or the Commonwealth with respect to any contribution made by the Board to the Corporation.
- b. This Memorandum shall not be abrogated, changed or modified without the consent of the Corporation and the Board.
- c. This Memorandum shall not be construed to abrogate the statutory responsibility of the Board.
- d. This Memorandum shall continue in effect until either Party gives the other Party 30 days notice seeking to terminate the MOU. Should any funding or permitting contemplated herein terminate, the Parties shall review this Memorandum, make any necessary revisions to it, or terminate it at their discretion. In any event, the Board and the Corporation shall review the Memorandum at least as often as every five years to determine whether any changes in the agreement are desired.
- e. The Corporation shall make available all financial information or permit the review of such information upon reasonable request from the Board or its auditors.
- f. Nothing herein shall be considered as a waiver of the sovereign immunity of the County of Fairfax.
- g. Nothing herein shall be considered to create any personal liability on behalf of any official, employee, agent, or representative of the County.
- h. The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

13. Notices

Notices hereunder and reports and other documents to be furnished by the Corporation in accordance with the terms herein shall be given in writing only directed to the following addresses:

- 1. If to the Corporation:
 - Executive Director
 - Clean Fairfax Council
 - 12000 Government Center Parkway, Suite 458
 - Fairfax, VA 22035
- 2. If to the Board's Division of Recycling, Engineering and Environmental Compliance designee:
 - Director
 - Division of Recycling, Engineering & Environmental Compliance
 - Fairfax County Department of Public Works & Environmental Services
 - 12000 Government Center Parkway, Suite 458
 - Fairfax, VA 22035

3. If to the Board's MS4 Coordination Section designee:

Chief
MS4 Coordination Section
Stormwater Planning Division
Fairfax County Department of Public Works & Environmental Services
12000 Government Center Parkway, Suite 449
Fairfax, VA 22035

Every such notice shall be deemed to have been given on the date on which it is received or refused by the Party to whom it is sent. Any changes of address shall be given in accordance with the terms herein, and shall not be effective until five business days after the date received.

IN WITNESS WHEREOF, the Board and the Corporation have caused this Memorandum to be executed as of the date appearing by their signatures.

CORPORATION

BY _____
Jen Cole, Executive Director

Date: _____

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

BY _____
Director, Department of Public Works and Environmental Services

Date: _____

Clerk _____

Date: _____

Board Agenda Item
November 9, 2021

ACTION - 2

Approval of a Parking Reduction for Graham Park Plaza (Mason District)

ISSUE:

Board of Supervisors (Board) approval of 4.1 percent reduction (19 fewer spaces) of the required parking for the townhome component of the Graham Park Plaza redevelopment, Tax Map 50-3 ((1)) 5A1 & 5A2 (Property).

RECOMMENDATION:

The County Executive recommends that the Board approve a 4.1 percent parking reduction (19 fewer spaces) for the townhome component of the Graham Park Plaza redevelopment, pursuant to Paragraph 6.A. of Section 6100 of the Fairfax County Zoning Ordinance (Ordinance) based on the sum of the hourly parking demand as demonstrated in the parking study #5945-PKS-005-2, subject to the conditions in Attachment I.

TIMING:

Board action is requested on November 9, 2021.

BACKGROUND:

The site is currently developed with a shopping center. Under PCA/CDPA/FDPA 2016-MA-022, approved October 20, 2020, the property owner will redevelop a part of the site as a townhome community. Proffer #7 permits the applicant to request a parking reduction for this redevelopment. The zoning amendment allows the construction of 140,000 square feet of gross floor area (GFA) of non-residential uses on the eastern half of the property and up to 177 single-family attached residential units, townhomes, on the western half of the property. The associated site plan proposes 172 townhomes. The existing shopping center uses on the eastern half of the site will remain and be renovated.

The proposed parking supply for the townhomes includes two dedicated spaces for each townhome for a total of 344 spaces. The dedicated spaces include both driveway and garage spaces. Proffer #8 requires that: the townhome garages only be used for parking vehicles; the restriction be disclosed in the homeowner association documents; and prospective purchasers be advised of this use restriction, in writing, prior to entering into a contract of sale. An additional 102 spaces are provided along the private streets

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within the development for a total of 446 on-site spaces. The applicant proposes to satisfy the remainder (19 spaces) of the townhome community's required on-site parking (465 spaces) under a shared parking agreement with the shopping center owner that will allow overnight parking in the shopping center parking lot. Twenty-one parking spaces located on a part of the shopping center site abutting the townhome community will be shared with the townhomes for use as overnight visitor parking. This is greater than the 19 spaces needed to meet the townhome community's required parking. The shared parking agreement between the owners has already been executed and recorded in the land records.

The proposed parking supply for the shopping center is 598 spaces and the code requirement is 560 spaces. At the current time there is an excess of 38 spaces on the shopping center site. However, these currently excess spaces may be needed at a future date to accommodate a change in use that cannot be parked at the shopping center rate (e.g., large restaurant). Therefore, for purposes of the shared parking analysis, it is appropriate to treat the excess spaces the same as the required spaces. The parking analysis submitted by the applicant demonstrates the ability to share parking among the site uses. Under the recorded agreement, the 21 shared spaces will be available between 9:00 PM and 8:00 AM for use by visitors to the townhomes. This is the peak demand period for the residential use and the time of lowest demand for the shopping center uses.

A summary of the required and proposed parking is provided in the table below.

Table 1. Comparison of Ordinance Required and Proposed Parking under Development Plan for Graham Park Plaza, Tax Map 50-3 ((1)) 5A1 and 5A2

Land Use	Size	Rate Required by Ordinance	Number of Spaces Required by Ordinance	Number of Spaces to be Provided	Proposed Reduction – Shared Parking
Townhouse	172 units	2.7 spaces/unit	465 spaces	446 spaces	4.1 %
Shopping Center	140,000 Square Feet of Gross Floor Area (SF of GFA)	4.0 spaces/1,000 SF of GFA	560 spaces	598 spaces (577 + 21 shared)	none

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Land Use	Size	Rate Required by Ordinance	Number of Spaces Required by Ordinance	Number of Spaces to be Provided	Proposed Reduction – Shared Parking
Totals			1,025 spaces	1,044 spaces	

Staff recommends that the Board approve a 4.1 percent parking reduction (19 fewer spaces) for the townhome component of the Graham Park Plaza redevelopment. This recommendation reflects a coordinated review by the Department of Planning and Development, Office of the County Attorney and Land Development Services (LDS).

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Parking reduction conditions dated November 9, 2021

Attachment II – Parking reduction request (5945-PKS-005-2) from Wells and Associates dated October 2, 2020

Attachment III - Parking Reduction Request (5945-PKS-005-2) Summary of Revised Development Densities from Wells and Associates dated May 21, 2021

STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, Department of Land Development Services (LDS)

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

PARKING REDUCTION CONDITIONS

Graham Park Plaza

November 9, 2021

1. These conditions are associated with #5945-PKS-005-2 and apply to the current owners, their successors and assigns (hereinafter ‘owners’) of the parcels identified on Tax Map 50-3 ((1)) 5A1 & 5A2.
2. The following uses are permitted with this parking reduction:
 - a) Up to 172 townhouse units.
 - b) Up to 140,000 square feet of non-residential uses.
3. Parking for the non-residential uses must be provided in accordance with the applicable rates as set forth in Article 6 of the Zoning Ordinance. Such parking may include the shared parking spaces described in condition #4.
4. A minimum of 21 parking spaces will be provided on Parcel 5A2 for shared use by the residential townhome development and the non-residential uses. The parking spaces must be available, exclusively, for residential parking use seven days a week between the hours of 9:00 p.m. and 8:00 a.m. The parking spaces may be restricted for use by visitors only and may be used, exclusively, at all other times for the non-residential uses.
5. An agreement, satisfactory to the Director of Land Development Services (LDS), between the owners that provides for shared use of 21 parking spaces on Parcel 5A2 in accordance with condition #4 and defines the rights and responsibilities of each party relative to the parking area must be recorded in the Fairfax County Land Records and run with the land.
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 space 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 on-site 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.

PARKING REDUCTION CONDITIONS

Graham Park Plaza

November 9, 2021

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 are binding on the owners and 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**

1420 Spring Hill Road,
Suite 610,
Tysons, VA 22102
703-917-6620
WellsandAssociates.com

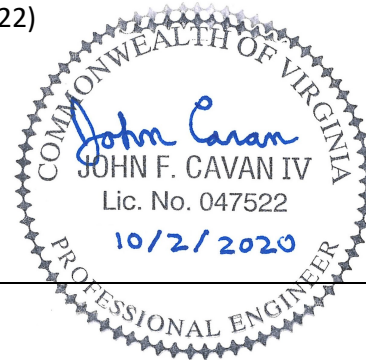
TO: Michael Davis
Site Code Research and Development (SCRD)

FROM: Michael J. Workosky, PTP, TOPS, TSOS
John F. Cavan, IV, P.E., PTOE

RE: Graham Park Plaza (PCA/CDPA/FDPA 2016-MA-022)
U.S. Route 50; 2020 Tax Map 50-3 ((2)) 5 and 5A
Fairfax County, Virginia

SUBJECT: Parking Reduction Request – Shared Parking

DATE: October 2, 2020

**INTRODUCTION**

This memorandum presents an updated parking reduction analysis prepared in conjunction with the proposed redevelopment of Graham Park Plaza submitted on behalf of EYA Development, LLC. (the “Applicant”).

As shown on Figure 1, the 18.16-acre shopping center is located south of Arlington Boulevard (U.S. Route 50), east of Allen Street (Route 2470) and west of the Graham Road (Route 1720) in the Mason Magisterial District of Fairfax County. The western portion of the shopping center is identified on the Fairfax County 2020 Tax Map as parcel 50-3 ((1)) 5 and is the site of proposed redevelopment. The eastern portion of the property, Tax Map 50-3 ((1)) 5A, would remain in its current condition. The property is located within Jefferson Planning District (J-4 Walnut Hill Community Planning Center) of the County’s Comprehensive Plan.

The site is currently developed with a shopping center that includes approximately 235,699 square feet (S.F.) of retail uses and 28,532 S.F. of office uses (total of 264,231 S.F.). The property was recently rezoned (RZ 2016-MA-022) from C-6 (Community Retail Commercial District) to PDC (Planned Development Commercial District) in order to permit the site to be redeveloped with a mix of uses consisting of up to 153,400 S.F. of retail space, 14,745 S.F. of office space, and 210 multi-family apartments.

The Applicant, EYA Development, LLC., proposes to redevelop the western portion of the site with approximately 177 townhomes (Single Family Attached). All of the retail uses on the western portion would be removed while the retail uses on the eastern portion would remain and total 140,000 S.F. As part of the amendment, a parking reduction for the residential use is proposed. The retail portion of the site would meet code requirements.

WELLS + ASSOCIATES**MEMORANDUM**

The Applicant has submitted a Proffer Condition Amendment (PCA) to amend the property's current entitlements to permit 177 townhouses within the western portion of the site. The existing access points to the property would remain and serve the site under the currently approved conditions. No changes to the driveways along U.S. Route 50, the U.S. Route 50 Frontage Road, or Graham Road are planned except for the conversion of the Frontage Road entrance on Graham Road to outbound only.

A plan of the proposed conditions including the areas designated for shared residential parking is shown on Figure 2 and a full-size copy is provided in **Attachment I**.

The subject parking reduction request for the residential use is based on the Project's ability to share parking with the adjacent use and "the sum of the hourly parking demand for such uses and such reduction will not adversely affect the site or adjacent area" (Section 11-102.26 of the Zoning Ordinance).

Sources of data for this analysis include, but not limited to, the Institute of Transportation Engineers (ITE), Fairfax County, the Urban Land Institute (ULI), EYA Development, LLC., Wire Gill, LLP, Bohler Engineering, the Urban Land Institute's (ULI) Shared Parking, 3rd Edition methodology, and the files and libraries of Wells + Associates.



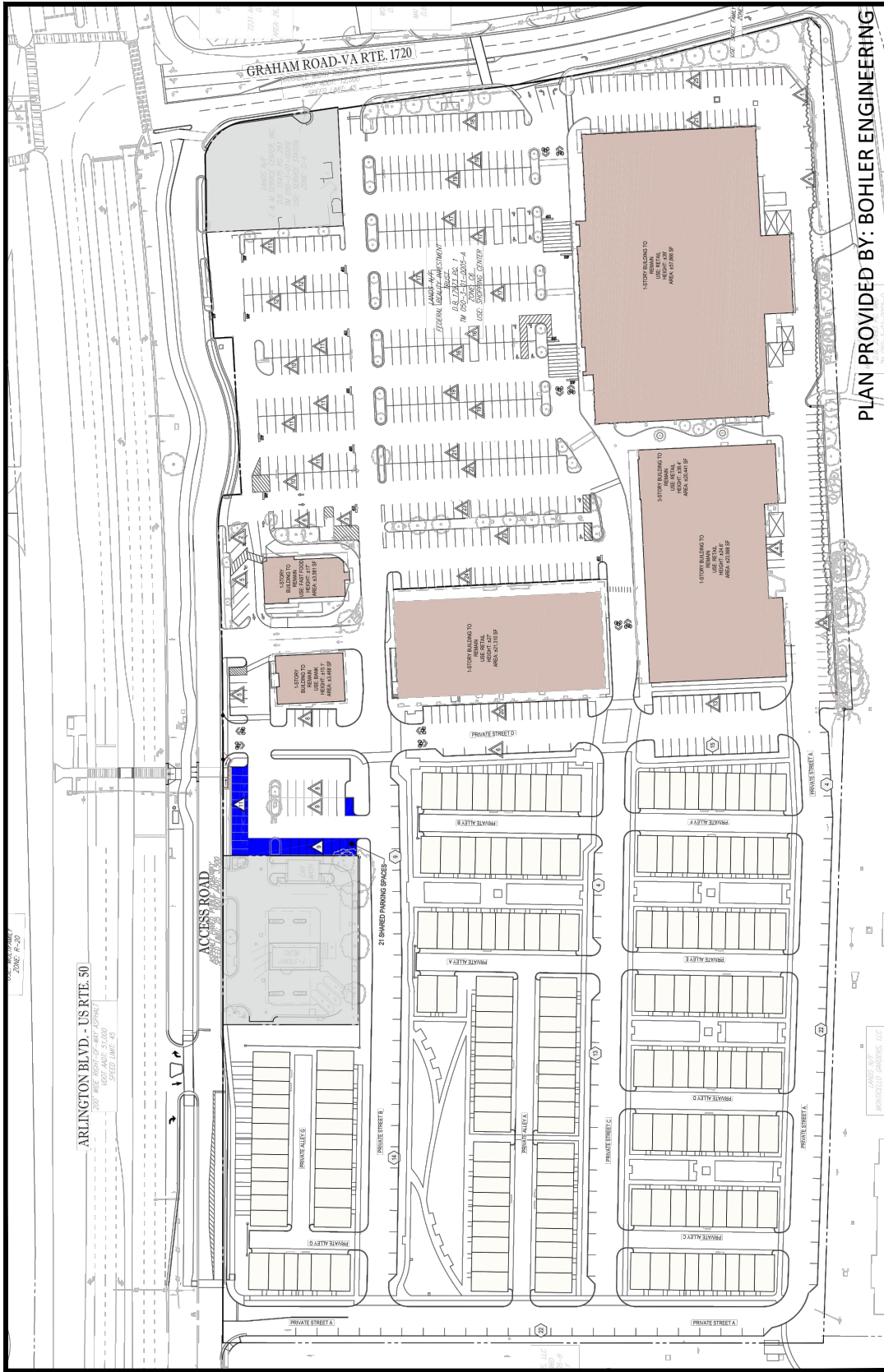
O:\PROJECTS\7501 - 8000\7885 GRAHAM PARK EYA ASSESSMENT\GRAPHICS\7885 PARKING STUDY GRAPHICS (3.27.2020).DWG



Figure 1
Site Location



O:\PROJECTS\7501 - 8000\7885 GRAHAM PARK EYA ASSESSMENT\GRAPHICS\7885 PARKING STUDY GRAPHICS 20.0803.DWG



PLAN PROVIDED BY: BOHLER ENGINEERING

NOTE

SHARED SPACES (21) AS INDICATED BY THE " " SYMBOL. SHARED SPACES MAY BE DESIGNATED ANYWHERE ON THE COMMERCIAL PROPERTY AS IDENTIFIED BY THE " " SYMBOL

← NORTH
Graham Park Plaza
Fairfax County, Virginia

Figure 2
Proposed CDP Plan Reduction



WELLS + ASSOCIATES**MEMORANDUM****BACKGROUND INFORMATION**

The proposed plan for the subject project reflects a total of 177 residential townhomes. The townhomes will consist of three (3) housing types, ranging in width from approximately 14 feet to approximately 20 feet. The 14 and 16-foot units will have one (1) garage space with a tandem parking space while the 20-foot units will have two (2) side-by-side spaces. The current plans propose approximately 35 percent 14-foot units, 40 percent 16-foot units, and 25 percent 20-foot units. However, this unit mix is subject to change.

All of the units would provide two (2) dedicated parking spaces for a total of 354 spaces. The Type A and Type B units would provide tandem spaces while the Type C units would provide side-by-side spaces. All the parking information associated with these conditions will be provided to every prospective owner at the time of sale and will run with the life of the property.

In addition to the designated parking spaces associated with each unit, the site will have a total of 103 on-street parking spaces (457 total spaces) designated exclusively for townhome use along the site access roads and the southern property line. The Homeowners' Association (HOA) which will be created for the development will regulate and enforce parking restrictions in the residential visitor parking areas as well as within each townhome. The HOA will have the ability to enforce parking restrictions and tow illegally parked vehicles.

The adjacent property (Graham Park Plaza) will remain but be upgraded and refurbished. It will consist of 140,000 S.F. and currently provides a total of 600 parking spaces, exceeding the code requirement for retail uses at 4.0 spaces per 1,000 S.F. that requires 560 spaces.

An agreement for shared parking has been made between the Applicant (EYA) and the shopping center owner (Federal Realty Investment Trust) that would allow for the use of up to 21 parking spaces immediately adjacent to the residential area for residents from 9:00 PM to 8:00 AM, seven (7) days a week. The use of these spaces would allow to residential component to meet the parking requirement of 478 spaces (177 units at 2.7 spaces per unit). (See **Attachment II** for a copy of the agreement and location of shared spaces.)

It should be noted that on-street parking is currently provided on the Arlington Boulevard service drive on the north portion of the site. This parking is not included as part of the parking supply described above.

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, per



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MEMORANDUM

1,000 GSF of retail uses, etc.). As such, the subject uses are currently subject to the “Dwelling, Single Family Attached” and “Shopping Center” parking rates which require:

Residential: *“Two and seven-tenths (2.7) spaces per unit, provided, however that only one (1) such space must have convenient access to the street”*

Shopping Center: *“Greater than 100,000 but equal to or less than 400,000 square feet of gross floor area: 4 spaces per 1,000 square feet of gross floor area”*

As shown in **Table 1**, based on strict application of the zoning ordinance, absent any parking reductions, a total of 1,038 spaces would be required. A total of 1,057 spaces are provided. Thus, there is an overall surplus of 19 spaces on the property.

PARKING REDUCTION REQUEST

The following summarizes the parking reduction request for the residential portion of the site:

No. of Dwelling Units = 177 DU
 Parking Required (at 2.70 spaces/DU) = 478 spaces
 Parking Provided (at 2.58 spaces/DU) = 457 spaces
 Difference = 21 spaces
Percent Difference = 4.4 percent

Note that a minimum of 560 spaces for retail uses will be available during all hours on both weekdays and weekends, meeting code requirements.



Table 1
 Graham Park Plaza
 Fairfax County Zoning Ordinance Parking Requirement

Land Use	Amount	Units ⁽¹⁾	Code Requirement ⁽¹⁾	Required Parking by Code
Residential	177	Units	Two and seven-tenths (2.7) spaces per unit, provided, however that only one (1) such space must have convenient access to the street	478
Shopping Center	140,000	GSF	Greater than 100,000 but equal or less than 400,000 square feet of gross floor area: 4 spaces per 1,000 square feet of gross floor area	560
Total Required by Code				1,038
Total Parking Provided (Overall Site)				1,057
Difference				19
Parking Provided - Residential				457
Difference (Residential)				(21)
Percent Difference				-4.4%
Parking Provided - Retail				600
Difference (Retail)				40
Percent Difference				7.1%

Notes: (1) Fairfax County Code based on the Fairfax County Zoning Ordinance (Article 11).

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MEMORANDUM

BASIS FOR REQUESTED PARKING REDUCTION

Article 11 of the Fairfax County Zoning Ordinance establishes parking requirements for various land uses by providing parking rates per unit of land use. 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 spaces.

Off-street parking may serve two or more uses; however, in such case, the total number of spaces must equal the sum of the spaces required for each separate use except that the Board [of Supervisors] may reduce the total number of parking spaces required to serve two or more uses by reason of the hourly parking accumulation (or hourly parking demand) characteristics of such uses (Section 11-102.4.B). A copy of the relevant Ordinance text is provided in **Attachment III**.

Thus, the basis for the parking reduction is the shared parking arrangement that would accommodate peak parking demands.

PARKING REDUCTION METHODOLOGY

In order to facilitate the use of the subject property, the Applicant is seeking the approval of a shared parking request for the residential and retail shopping center uses.

A portion of the retail parking spaces adjacent to the residential area (21 spaces) would be designated for resident use between the hours of 9:00 PM to 8:00 AM, seven (7) days a week.

Shared parking, according to the Urban Land Institute (ULI) is defined as one parking space used “to serve two (2) or more individual land uses without conflict or encroachment”. The sharing of parking spaces is a phenomenon that has been occurring for decades in urban and suburban communities. Parking demand for different land uses have unique temporal distributions, allowing the same parking space to be occupied by the peak demand of different land uses throughout the day. The subject analysis will evaluate the parking demand associated with the residential and retail uses.

Shared Parking Concept

The Urban Land Institute (ULI) publication Shared Parking, 3rd Edition has established a model and methodology for determining parking demand for various types of development. As identified in the Shared Parking, 3rd Edition, parking requirements are calculated through the shared use analysis that includes the following steps:



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1. Determine individual weekday and weekend peak parking ratios for each land use.
2. Determine the number of reserved parking spaces for each use.
3. Select time-of-day and monthly parking variation factors.
4. Adjust parking ratios for modal split, auto occupancy, and captive market effects.
5. Calculate the hourly parking demand for weekdays and weekends for each month.

This methodology is especially useful in cases such as the subject property, where a single parking space may be used for both the retail and residential uses. Because each land use within a development may experience a peak parking demand at different times of day or different months of the year relative to the other land uses on-site, the actual peak parking demand of the subject development may be less than if the peak parking demand of each land use was considered separately. For example, retail uses experience peak parking demand during the midday hours while the residential uses experience peak demand during the evening and at night.

Shared Parking Analysis: Fairfax County Parking Requirements

The Fairfax County Zoning Ordinance, Article 11-102(4), provides an opportunity for approval of a parking reduction due to “shared parking” resulting from different peak hours for uses comprising a mixed-use scenario. Based on the characteristics of each use, the peak parking demands for the office and educational uses are anticipated to occur at different times. Therefore, a shared parking scenario can be applied to the proposed uses due to variations in the hours of peak parking demand.

Paragraph 4 of the Zoning Ordinance states in part that:

“Off-street parking spaces may serve two (2) or more uses; however, in such case, the total number of such spaces must equal the sum of the spaces required for each separate use except: ... (B) That the Board may, subject to conditions it deems appropriate, reduce the total number of parking spaces required by the strict application of this Part when the applicant has demonstrated to the Board’s satisfaction that fewer spaces than those required by this Part will adequately serve two (2) or more uses by reason of the hourly parking accumulation characteristics of such uses and such reduction will not adversely affect the site or the adjacent area.”

The ULI model applies various hourly, monthly and weekday/weekend adjustment factors to the parking demands of each land use. Based on the monthly and weekday adjustment calculations, the model establishes a peak demand hour and month during which the building’s parking requirements would be at their highest.

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MEMORANDUM

Shared Parking Analysis Results

The shared parking model results are based on the County's Article 11 minimum parking requirements and ULI inputs summarized below. The hourly distributions for both the residential and retail uses are based on the ULI Shared Parking, 3rd Edition. The hourly distributions for retail reflect the peak month of December while the residential distributions reflect suburban parking trends. No adjustments for non-auto-mode share or internal capture were assumed.

It is noted that the largest tenant of the shopping center is the Giant Grocery Store. This store is open from 6:00 AM to midnight except Sunday when it closes at 11:00 PM. Thus, while some patrons may patronize the store during the late-night hours, these spaces are furthest away from the residential area and would not be impacted by residents.

The results are shown on Figures 3 through 8 that include the residential, retail, and overall parking spaces required and provided for both weekday and weekend conditions, and account for the variation in parking supply for each use. Additional detailed summaries are included in **Attachment IV** and summarized below:

Weekday Conditions

- The critical period for residential parking on a weekday would occur at 8:00 PM, when 453 spaces are required and 457 are provided. While the residential requirement increases after 8:00 PM, the supply also increases to 478 spaces to satisfy the demand.
- Retail parking reaches its peak at 1:00 PM and 2:00 PM, when 560 spaces are required with 600 spaces available since no sharing of parking occurs during this period.
- The overall site peak hour is expected to occur at 1:00 PM when 964 spaces are required. A surplus of 93 spaces would be available during this period.

Weekend Conditions

- The critical period for residential parking on a weekend would occur at 8:00 PM, when 457 spaces are required and 457 are provided. The residential parking supply increases to 478 spaces to satisfy the demands after this period and into the early morning hours.
- Retail parking reaches its peak from 12:00 PM to 3:00 PM, when 560 spaces are required with 600 spaces available since no sharing of parking occurs during this period.



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- The overall site peak hour is expected to occur at 12:00 PM and 3:00 PM, when 998 spaces are required. A surplus of 59 spaces would be available during this period.

These results indicate that a sufficient parking supply for both residential and retail uses will be provided during all hours for both weekdays and weekends when considering the shared parking agreement that allows a portion of the residential parking requirement to be satisfied through the shared use of retail spaces between 9:00 PM and 8:00 AM.

The minimum retail parking requirement of 560 spaces would be maintained at all times on both weekdays and weekends.



Figure 3
Residential Parking Summary
for Weekday Conditions

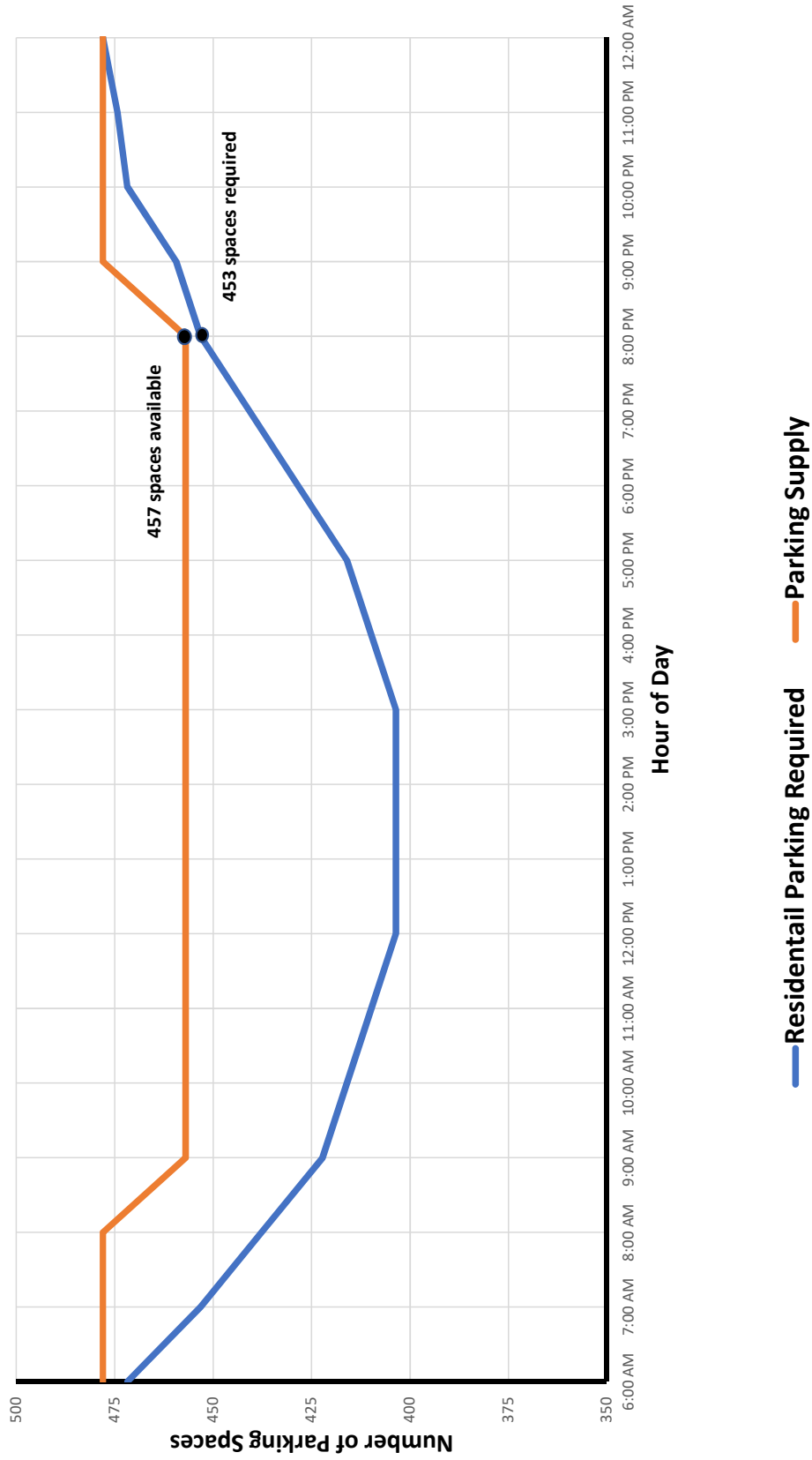
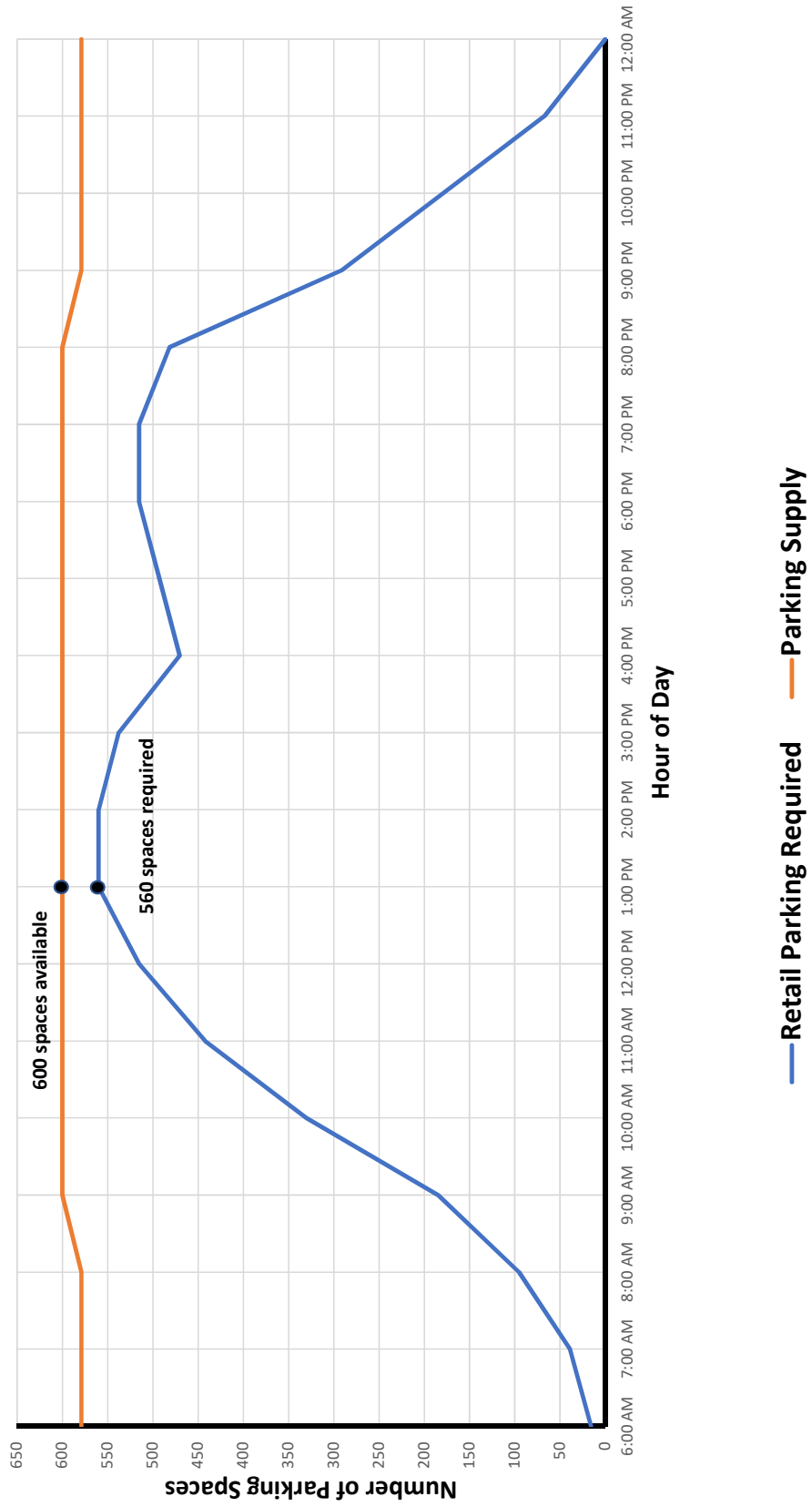


Figure 4
Retail Parking Summary
for Weekday Conditions



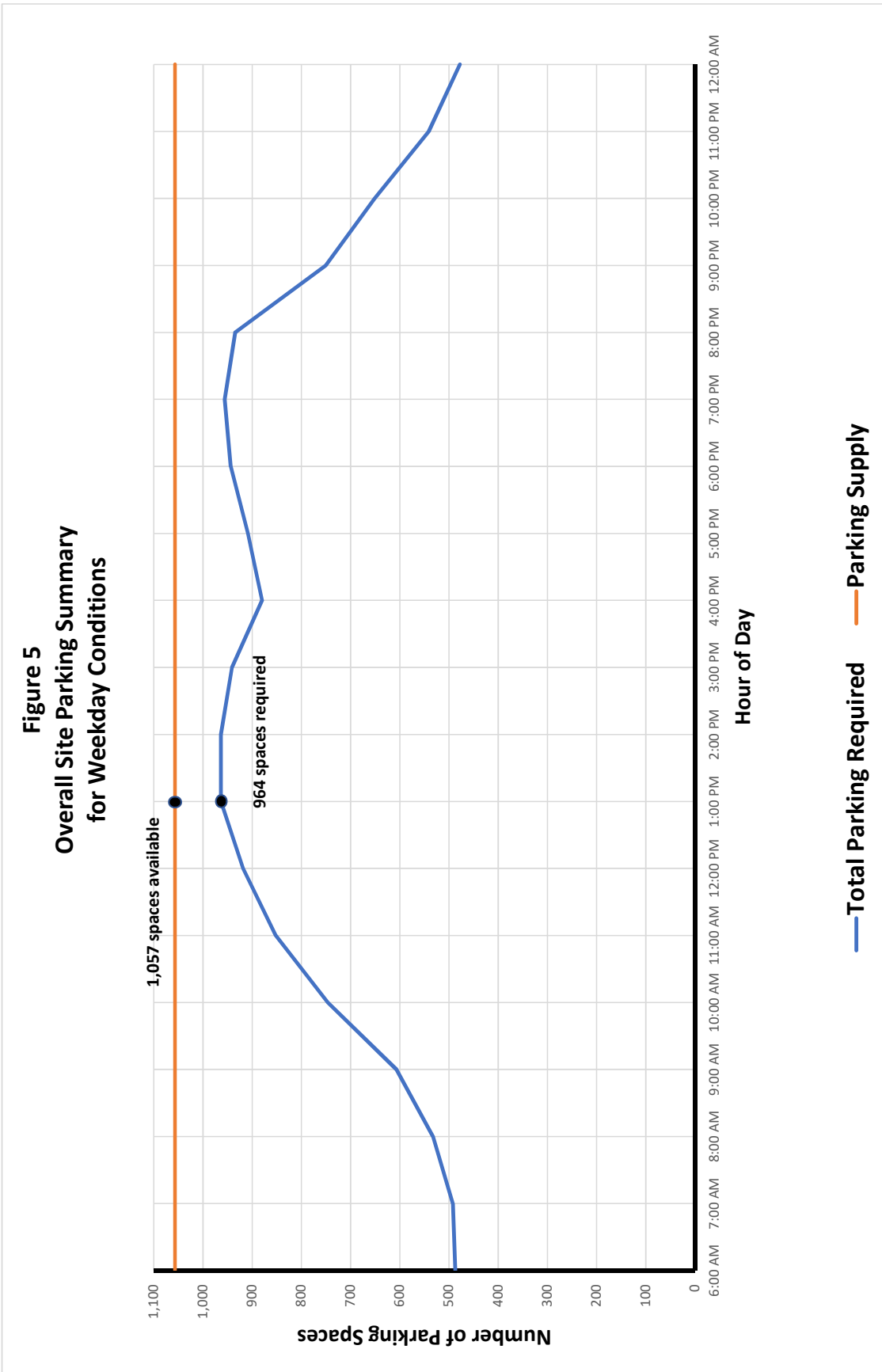


Figure 6
Residential Parking Summary
for Weekend Conditions

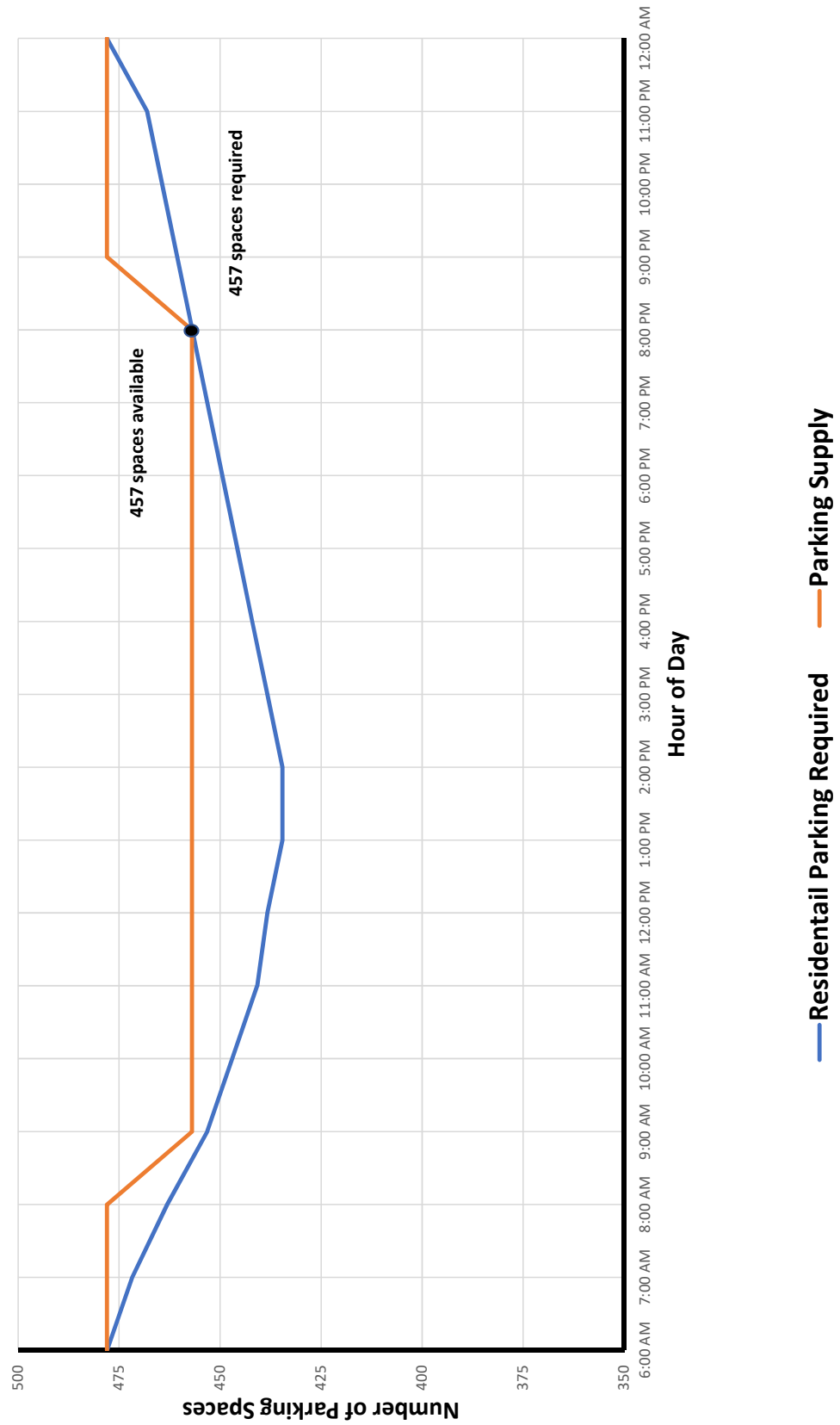


Figure 7
Retail Parking Summary
for Weekend Conditions

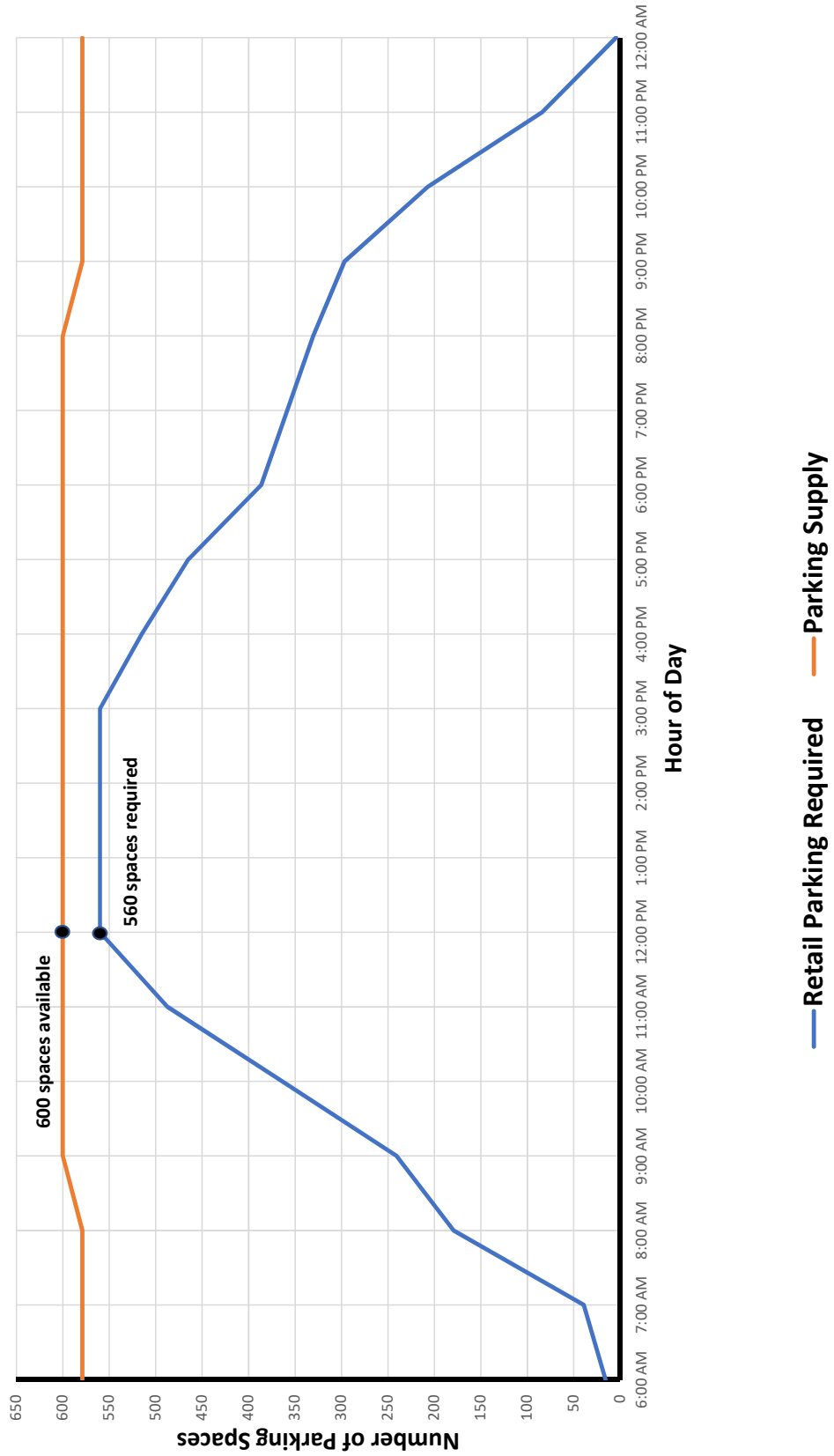
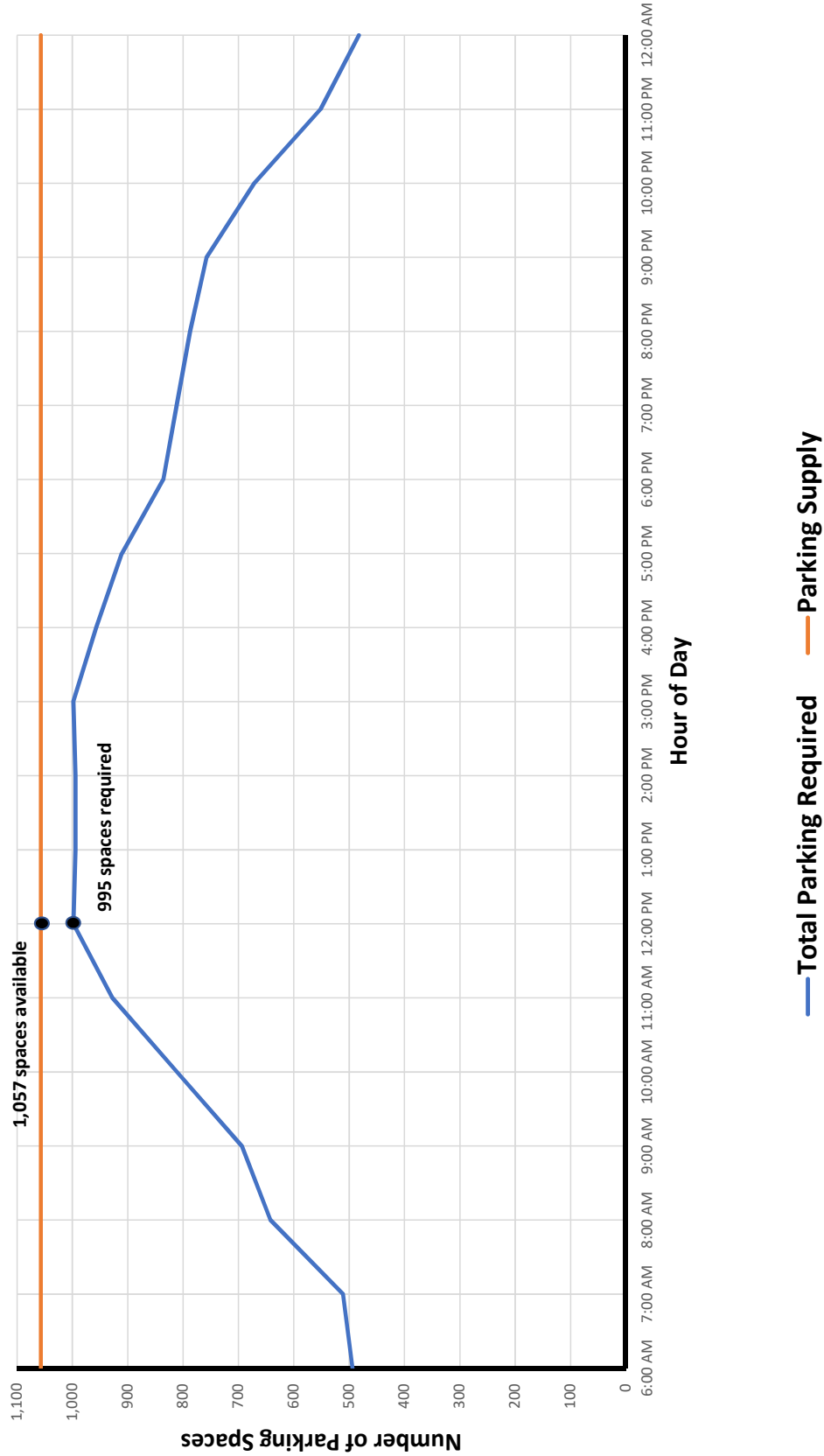


Figure 8
Overall Site Parking Summary
for Weekend Conditions



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MEMORANDUM

ADDITIONAL INFORMATION

In addition to the shared parking arrangement, the design of the residential community is planned to be integrated into the shopping center through a number of thoughtful design features. The site layout reflects a traditional grid pattern with landscaping and sidewalks along each street. East-west streets will directly connect to the shopping center that will encourage walking. Crosswalks would be provided at the connections to the existing shopping center while an interparcel pedestrian access point would be provided at the southwestern portion of the site.

Transit access is provided along the Arlington Boulevard (U.S. Route 50) corridor and is served by the Wilson Boulevard-Vienna Line with Routes 1A, 1B. Bus stops are provided along Route 50 at Allen Street, midblock on Arlington Boulevard (U.S. Route 50), and at Graham Road. Shelters are provided on the south side of Route 50 at all three locations and on the north side at the midblock pedestrian crossing.

Sidewalks are provided along both sides of the public roadways adjacent to the site. The sidewalk along Arlington Boulevard (U.S. Route 50) is provided on the frontage road. Marked crosswalks with pedestrian accommodations are provided at both the Allen Street and Graham Road intersections on Arlington Boulevard (U.S. Route 50). A dedicated pedestrian crossing and signal is located on Arlington Boulevard (U.S. Route 50) between these cross streets. The pedestrian signal is demand actuated with push buttons on both sides. In addition, the Applicant is investigating potential modifications to the existing crosswalk on Graham Road adjacent to the Giant grocery store to improve safety and mobility for pedestrians in the area.

As part of the redevelopment, the Applicant proposes to construct a 10-foot shared use path on the south side of Arlington Boulevard (U.S. Route 50) from the western site boundary to Graham Road. This path would help provide pedestrian and bicycle access to adjacent properties, the existing bus shelter, and other nearby amenities.

As part of the approved rezoning for Graham Park Plaza, a comprehensive TDM program was proffered by the Applicant. The proffered TDM program would, among other things, reduce residential site-generated vehicle trips by a minimum of 20 percent at buildout. A copy of the TDM proffer is provided in **Attachment V**.

IMPACT TO ADJACENT SITE AND ADJACENT AREA (Z.O. 11-102.4)

The subject project is bordered by residential uses on the north, west, and south sides. Commercial uses are located immediately to the east by the retail shopping center. The potential for spillover parking will be addressed through a parking management plan administered by the Graham Park Homeowners Association (HOA) which will be created for the development. Language will be provided in the closing documents that must be acknowledged and signed by



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MEMORANDUM

the homebuyer that outline the parking regulations, including the location and use of retail spaces, allowing the HOA to enforce any encroachment into adjacent properties. In addition, the adjacent Monticello Gardens apartments enforce towing, further reducing the likelihood of parking spillover. As a result of these provisions, it is not anticipated that the adjacent uses would be adversely affected by the proposed parking reduction if it were to be approved by the Board.



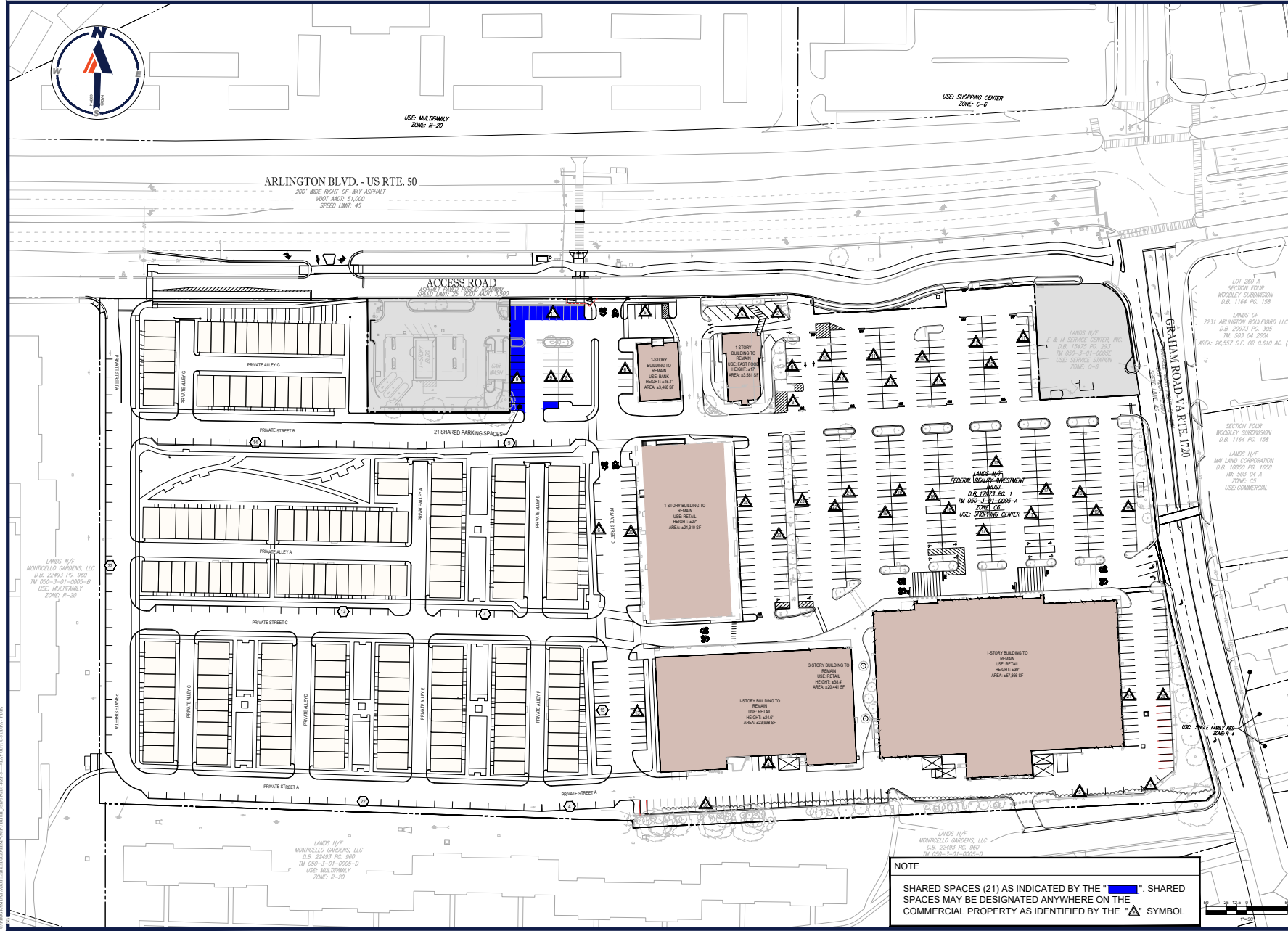
WELLS + ASSOCIATES**MEMORANDUM****SUMMARY**

The following summarizes the results of this parking reduction study:

1. The subject parking reduction request for the residential uses only specifically evaluates a parking reduction based on the provision to share parking spaces between two or more uses when it can be demonstrated that the hourly parking accumulation characteristics of such uses and such reduction will not adversely affect the site or the adjacent area (Section 11-102.26 of the Zoning Ordinance).
2. The site is proposed to be redeveloped with 177 residential townhouses of various unit types that is proposed to be served by a total of 457 parking spaces (or 2.58 spaces per unit). Under a strict application of the Zoning Ordinance, the site would require a minimum of 478 spaces (or 2.70 spaces per unit). Therefore, reduction of 21 spaces (or 4.4 percent) is proposed.
3. A minimum of 560 spaces for retail uses will be available during all hours on both weekdays and weekends, meeting code requirements.
4. A shared parking agreement has been executed between the residential and retail landowners that allows residents to utilize up to 21 retail parking spaces from 9:00 PM to 8:00 AM seven (7) days a week in order to satisfy the parking requirement of 478 spaces (or 2.70 spaces per unit).
5. The results of the shared parking analyses indicate that an adequate parking supply would be provided for residential and retail uses throughout the hours of the day on both weekdays and weekends when considering the shared use of the retail spaces by residents.
6. The residential portion of the site is immediately adjacent to the retail uses, providing convenient access to daily services through an integrated design. A Transportation Demand Management (TDM) program will also be implemented aimed at reducing peak hour trips and auto ownership. The homeowner's association will administer and manage a parking management plan that will specify the location of shared parking spaces and eliminate the potential for spillover parking into the adjacent residential properties.

ATTACHMENT II

Attachment I
Full Size Plan Sheet



BOHLER
SITE/CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
PLANNING SERVICES
TRANSPORTATION SERVICES

REVISIONS

REV	DATE	REV PER COUNTY	COMMENT	STATUS
1	01/06/20	REV PER COUNTY	ACCEPTANCE REVIEW	RF
2	05/06/20	REV PER COUNTY	COMMENTS	RF
3	07/10/20	REV PER COUNTY	COMMENTS	RF
4	07/20/20	REV LAYOUT FOR	PAVING ADDITION	RF

811
Know what's below.
Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

CDPA / FDPA SET

PROJECT NO: 19140131
DRAWN BY: NTC
CHECKED BY: 05/26/20
DATE: 05/26/20
SCALE: 1"=20'-0"

FOR
EYA DEVELOPMENT, LLC

GRAHAM PARK PLAZA
MASON MAGISTERIAL DISTRICT
FAIRFAX COUNTY, VA

BOHLER
1828 WORLDGATE DR. SUITE 700
HERNDON, VIRGINIA 20170
Phone: (703) 709-1900
Fax: (703) 709-1980
VA@BohlerEng.com

QUALITY
MICHAEL J. BIRKLAND
Lic. No. 031663
07/27/20

SHEET TITLE:
CDPA / FDPA

SHEET NUMBER:
C-3

REVISION 4 - 07/24/20

NOTE

SHARED SPACES (21) AS INDICATED BY THE "■". SHARED SPACES MAY BE DESIGNATED ANYWHERE ON THE COMMERCIAL PROPERTY AS IDENTIFIED BY THE "▲" SYMBOL

ATTACHMENT II

Attachment II
Shared Parking Agreement

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made effective as of this 25th day of September, 2020 (the "Effective Date"), by and between **FEDERAL REALTY INVESTMENT TRUST**, a Maryland real estate investment trust (the "Seller"), and **GP VA ASSOCIATES LLC**, a Delaware limited liability company ("Purchaser"), successor by assignment from EYA DEVELOPMENT, LLC, a Maryland limited liability company.

WHEREAS, Seller and Purchaser entered into that certain Purchase Agreement dated as of September 20, 2019, as amended by that certain First Amendment to Purchase Agreement dated as of October 4, 2019, as assigned to Purchaser by EYA Development, LLC pursuant to an Assignment of Purchase and Sale Agreement dated as of February 12, 2020 (as amended and assigned, the "Agreement"), whereby Seller agreed to sell, and Purchaser agreed to purchase, certain improved real property located at 7271 Arlington Boulevard, Falls Church, Virginia, as more particularly described in the Agreement.

AND WHEREAS, Seller and Purchaser now desire to amend the Agreement as more particularly set forth herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree to amend the Agreement as follows:

1. Capitalized Terms. Except as otherwise defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the Agreement.

2. Additional Deposit. [REDACTED]

[REDACTED]

3. Parking Easement Agreement. In order to enable Purchaser to satisfy the entitlement-imposed parking requirements for the Property (as developed in accordance with the Concept Plan), Seller has agreed to grant Purchaser a non-exclusive, perpetual easement over, across and through that portion of Seller's Adjacent Property, as more particularly described in the form of Parking Easement Agreement attached as Exhibit A hereto, to be executed in connection with (and recorded in the Fairfax County land records immediately following) Settlement.

4. Full Force and Effect. The Agreement shall remain in full force and effect, binding on the parties and unmodified except as expressly provided herein.

5. Counterparts. This Amendment may be executed simultaneously in identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signature pages to this Amendment transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve

the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

6. Governing Law. This Amendment shall be governed by the laws of the Commonwealth of Virginia, without regard to conflicts of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal the day and year first above written.

SELLER:

FEDERAL REALTY INVESTMENT TRUST,
a Maryland real estate investment trust

By: Daniel Guglielmo
Name: Daniel Guglielmo
Title: Executive Vice President -
Chief Financial Officer and Treasurer

PURCHASER:

GP VA ASSOCIATES LLC,
a Delaware limited liability company

By: Aakash R. Thakkar
Name: Aakash R. Thakkar
Title: EVP, EYA

Exhibit A

Parking Easement Agreement

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (the "**Agreement**") is made as of this ____ day of _____, 202_ (the "**Effective Date**"), between **FEDERAL REALTY INVESTMENT TRUST**, a Maryland real estate investment trust (the "**Shopping Center Owner**"), and **GP VA ASSOCIATES LLC**, a Delaware limited liability company (the "**Townhome Parcel Owner**").

RECITALS:

R-1. Shopping Center Owner is the owner of that certain tract of land containing a shopping center comprised of approximately [_____] square feet (the "**Shopping Center**"), which tract is more particularly described on **Exhibit A** attached hereto and made a part hereof, said property being referred to herein as the "**Shopping Center Parcel**".

R-2. Townhome Parcel Owner is the owner of that certain tract of land comprised of approximately [_____] square feet, which tract is more particularly described on **Exhibit B** attached hereto and made a part hereof, said property being referred to herein as the "**Townhome Parcel**". Townhome Parcel Owner acquired the Townhome Parcel from Shopping Center Owner pursuant to a deed recorded among the land records of Fairfax County, Virginia (the "**Land Records**") immediately prior to execution, delivery and recordation of this Agreement.

R-3. The Shopping Center Parcel and the Townhome Parcel are contiguous properties and are collectively referred to herein as the "**Overall Site**".

R-4. The Townhome Parcel currently contains commercial improvements that will be demolished and redeveloped by Townhome Parcel Owner into residential townhomes for sale or lease for residential purposes (the "**Townhome Units**").

R-5. The Townhome Parcel Owner has requested an easement across a portion of the Shopping Center Parcel for the use of twenty-one (21) parking spaces located on the Shopping Center Parcel, and the Shopping Center Owner has agreed to grant an easement for such purposes, as more particularly described herein.

NOW THEREFORE, for and in consideration of the mutual promises of the parties, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **RECITALS; DEFINITIONS**

1.1. The Recitals set forth above and the Exhibits attached hereto are incorporated herein and made a part of this Agreement to the same extent as if set forth herein.

1.2. The terms defined below shall have for the purposes of this Agreement the meanings set forth in this Section 1.2.

- (a) "**Agreement**" has the meaning set forth in the introductory paragraph hereof.
- (b) "**Association**" shall mean an owners' association created as a result of or in connection with the imposition of a common ownership interest regime (e.g., a condominium unit owners' association, or residential subdivision or homeowner's association) on a Parcel, but expressly excludes any merchant association created by or for the benefit of tenants of a Parcel.
- (c) "**Association Assumption Date**" shall mean the date of the special meeting of the Association at which turnover of control of the Board of Directors of the Association is assumed by members of the Association following the expiration of the declarant control period under the Association Governing Documents.
- (d) "**Association Governing Documents**" shall mean the documents creating the Association, including, without limitation, the declaration of covenants, conditions and restrictions or other similar declaration for the Townhome Parcel, the bylaws for the Association and such other documents to establish the Association.
- (e) "**Easement**" shall have the meaning set forth in Section 2.1 of this Agreement.
- (f) "**Easement Area**" shall mean the area described as the "Parking Easement Area" as shown on the Easement Plan.
- (g) "**Easement Plan**" shall mean the Plan attached hereto as Exhibit C and made a part hereof.
- (h) "**Effective Date**" has the meaning set forth in the introductory paragraph hereof.
- (i) "**Governmental Authorities**" shall mean any governmental entity, agency or political subdivision, whether now in force or which may hereafter be in force, that has jurisdiction over the Overall Site.
- (j) "**Governmental Regulations**" shall mean any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, or conditions of approval or authorization of any Governmental Authorities.
- (k) "**Improvements**" shall mean all structures constructed within the Overall Site.
- (l) "**Land Records**" has the meaning set forth in Recital R-2.
- (m) "**Occupant**" shall mean any Person from time to time entitled to the use and occupancy of any portion of the Improvements under an ownership right, or pursuant to a lease, sublease, assignment, license, concession, or other similar agreement.

- (n) **"Overall Site"** has the meaning set forth in Recital R-3.
- (o) **"Owner"** shall mean the record holder of fee simple title to either the Townhome Parcel or the Shopping Center Parcel, and its respective heirs, personal representatives, successors and assigns. In the event that a Parcel is subdivided, the Owner whose Parcel is subdivided shall have the right, but not the obligation, in its sole and absolute discretion, to assign all of its rights under this Agreement to the Person that acquires the fee simple estate of the newly created subdivided parcel.
- (p) **"Parcel"** shall mean the entirety of the land which comprises the Townhome Parcel or the entirety of the land which comprises the Shopping Center Parcel. The term "Parcel" shall not mean or refer to the lots or parcels created by subdivision of the land which comprises the Townhome Parcel or the land which comprises the Shopping Center Parcel. For avoidance of doubt, the term "Parcel" shall not mean or refer to the individual lots now or hereafter created within the Townhome Parcel on which Townhome Units are constructed or are to be constructed.
- (q) **"Parking Space"** shall have the meaning set forth in Section 2.2 of this Agreement.
- (r) **"Party"** or **"Parties"** shall mean the parties set forth in the introductory paragraph hereof.
- (s) **"Person"** shall mean individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, Governmental Authority, administrative tribunals or any other form of business or legal entity.
- (t) **"Relocation Notice"** shall have the meaning set forth in Section 2.4 of this Agreement.
- (u) **"Shopping Center"** has the meaning set forth in Recital R-1.
- (v) **"Shopping Center Owner"** has the meaning set forth in the introductory paragraph hereof.
- (w) **"Shopping Center Parcel"** has the meaning set forth in Recital R-1.
- (x) **"Townhome Parcel"** has the meaning set forth in Recital R-2.
- (y) **"Townhome Parcel Owner"** has the meaning set forth in the introductory paragraph hereof.
- (z) **"Townhome Unit"** has the meaning set forth in Recital R-4.
- (aa) **"Zoning Violation Notice"** shall have the meaning set forth in Section 6 of this Agreement.

1.3. List of Exhibits: The exhibits listed below (collectively, the "Exhibit(s)") are attached to this Agreement and incorporated herein and made a part hereof by this reference:

Exhibit A	=	Legal Description of the Shopping Center Parcel
Exhibit B	=	Legal Description of the Townhome Parcel
Exhibit C	=	Plan Showing Parking Easement Area

2. EASEMENT.

2.1 Grant of Easement. Subject to the terms set forth in this Agreement, the Shopping Center Owner hereby grants to the Townhome Parcel Owner, its successors and assigns, a non-exclusive, perpetual easement (the "**Easement**"), in common with the Shopping Center Owner, its Permittees, successors and assigns, over, across and through that portion of the Shopping Center Parcel designated on the Easement Plan as "Parking Easement Area" (the "**Easement Area**"), together with ingress and egress on the Shopping Center Parcel to access the Easement Area, all on the terms set forth in this Agreement.

2.2 Use of the Spaces. The Easement Area shall be striped to provide for twenty-one (21) parking spaces, sized in accordance with applicable zoning code requirements, within the Easement Area (each, a "**Parking Space**", and collectively, the "**Parking Spaces**") as contemplated by the Easement Plan. The Parking Spaces shall be used for the sole purpose of providing automobile parking spaces to visitors of the Townhome community Owners or Occupants. The Parking Spaces are not for the use by Occupants of the Improvements on the Townhome Parcel, but solely for visitors to Occupants of the Improvements on the Townhome Parcel. The Parking Spaces shall only be used by automobiles or other non-commercial vehicles used to carry passengers, and, under no circumstances whatsoever, shall construction vehicles, buses, trailers, RVs, boats or any other type of moving vehicle or storage facility of any kind be permitted on the Parking Spaces. The Shopping Center Owner may impose such procedures as it deems necessary and appropriate to identify vehicles of the Townhome Parcel Owner visitors, including without limitation, requiring dashboard display parking passes. For the avoidance of doubt, and notwithstanding the Easement and Parking Space use grant contained herein, the Shopping Center Owner shall have the continued right to use any of the Parking Spaces, at any time other than during the Reserved Hours (as hereinafter defined).

2.3 Hours. The Parking Spaces shall be available for the purposes set forth in Section 2.2 above from 9:00 p.m. in the evening until 8:00 a.m. the following morning (the "**Reserved Hours**"), seven days a week. During all other hours, the Parking Spaces will not be available for use by visitors to the Townhome community Owners or Occupants, but rather will be solely for use by the Shopping Center Owners and its Permittees in connection with the operation of the Shopping Center. The Shopping Center Owner and the Townhome Parcel Owner shall agree upon signage to be posted in the Easement Area to designate the foregoing Reserved Hours restrictions on the Parking Spaces, and the Shopping Center Owner and the Townhome Parcel Owner shall share equally the costs of such posting and maintaining such signage. Shopping Center Owner shall have the right to immediately enforce violations of the Easement Area rights granted herein without notice, by towing or other removal of violating vehicles from the Easement Area at the cost of the owner of the vehicle. Townhome Parcel Owner shall similarly have the right to immediately enforce violations by Shopping Center tenants and

visitors who are parked in the Parking Spaces during the Reserved Hours, without notice, by towing or other removal of violating vehicles from the Easement Area at the cost of the owner of the vehicle.

2.4 Future Relocation of Parking Spaces. In the event that the Shopping Center Owner at any time needs to use the Easement Area designated on Exhibit C hereto in connection with the operation of the Shopping Center, or the Shopping Center Owner elects to redevelop the Shopping Center Parcel, then the Shopping Center Owner shall have the continuing right, from time to time, to temporarily or permanently relocate the Easement Area within the Shopping Center Parcel so as to accommodate the twenty-one (21) parking spaces, sized in accordance with applicable zoning code requirements, which Shopping Center Owner will use reasonable efforts to accommodate in a contiguous manner, or in not more than three (3) more contiguous strings, provided that the Shopping Center Owner shall provide the Townhome Parcel Owner with written notice of such intention to relocate the Easement Area (a "**Relocation Notice**"), which relocation shall not be effective until at least sixty (60) days following such Relocation Notice is given and, if such relocation is intended to be permanent, then the recordation of an amendment to this Agreement entered into by the Shopping Center Owner and the Townhome Parcel Owner to reflect such change in the location of the Easement Area. In connection with any such relocation of the Easement Area, the Shopping Center Owner will, at its cost, relocate the signage posted pursuant to Section 2.3 to the new Easement Area. With the exception of the modification of the Easement Plan to reflect the relocated Easement Area within the Shopping Center Parcel, if applicable, in no event shall such relocation of the Easement Area modify the terms of this Agreement.

3. MAINTENANCE OF EASEMENT AREA.

3.1 Scope of Maintenance. Except as expressly set forth herein, the Shopping Center Owner shall be responsible for undertaking all maintenance and repair of the Easement Area in good and clean condition and repair, in a manner consistent with the other parking areas and drive aisles on the Shopping Center which are maintained for use by visitors to the Shopping Center. At such times as the Shopping Center removes snow from the parking areas on the Shopping Center Parcel to allow for use by visitors to the Shopping Center, the snow shall be removed from the Easement Area and the Easement Area shall not be used for the storage of snow and ice removed from other areas within the Shopping Center Parcel; provided, however, if vehicles are parked in the Parking Spaces at the time snow removal is performed with respect to the remainder of the Shopping Center Parcel, then the Shopping Center Owner shall not be obligated to remove snow around individually parked vehicles. The Shopping Center Owner shall not be required to perform maintenance with respect to the Easement Area separate and apart from the maintenance performed by the Shopping Center Owner on the remainder of the parking areas within the Shopping Center Parcel. Notwithstanding the foregoing, in the event that the Easement Area is materially damaged by a visitor of an Owner or Occupant of the Townhome Parcel, the Shopping Center Owner shall provide written notice to the Townhome Parcel Owner of such damage, and the Townhome Parcel Owner shall commence such repair within fifteen (15) days following the Townhome Parcel Owner's receipt of such written notice from the Shopping Center Owner and diligently pursue the same to completion, at the Townhome Parcel Owner's sole cost and expense. Maintenance of the Easement Area shall not interfere with access to such and use of

the Parking Spaces; provided, however, that it is recognized that in the case of some maintenance work with respect to the Easement Area, access to and use of the Parking Spaces may not be available on a temporary basis and in such event, at least five (5) days prior written notice shall be given to the Townhome Parcel Owner stating the times during which access and use will not be available or restricted, which period shall not exceed ten (10) consecutive days, and in the event that access to and use of the Parking Spaces will not be available or will be restricted for a period in excess of five (5) consecutive days, then the Shopping Center Owner will make alternative Parking Spaces available within the Shopping Center Parcel for use during such temporary period when access to and use of the Easement Area is unavailable or restricted and such alternative Parking Spaces shall be designated in the prior written notice to be given to the Townhome Parcel Owner; and further provided, that such prior written notice shall not be required in the event of an emergency repair, but the Shopping Center Owner will provide the alternative Parking Spaces for use during such period of the emergency repair and will notify the Townhome Parcel Owner of the designation of such alternative Parking Spaces upon commencement of the emergency repair.

3.2 Maintenance Costs. Townhome Parcel Owner will remit to Shopping Center Owner, commencing on the Effective Date (pro rata for the partial calendar month if the Effective Date does not fall on the 1st day of a calendar month) and thereafter on the first (1st) day of each calendar month, without demand, a maintenance fee related to the Parking Spaces (the "**Maintenance Fee**"), to reimburse Shopping Center Owner for certain maintenance and repair costs associated with the Easement Area. For calendar year 2021, each monthly installment of the Maintenance Fee shall be \$250.08 based upon the budget for the maintenance of the surface parking areas within the Shopping Center Parcel attached hereto (the "**2021 Surface Parking Budget**"). An updated surface parking budget shall be prepared on an annual basis using the line items shown on the attached 2021 Surface Parking Budget (the "**Annual Surface Parking Budget**"). In lieu of monthly payments, the Maintenance Fee may be remitted by the Townhome Parcel Owner in one payment of the full annual amount due based on the 2021 Surface Parking Budget or the Annual Surface Parking Budget, as applicable, in advance on January 1 of each calendar year. The Maintenance Fee shall increase by three percent (3%) per annum, with such increase effective on January 1 of each year. The Shopping Center Owner shall provide an invoice for the Maintenance Fee for the next calendar year to the Townhome Parcel Owner no later than October 1 of each calendar year to allow the Townhome Parcel Owner to incorporate the Maintenance Fee into the annual budget for the Homeowners Association for the next calendar year.

4. LIABILITY INSURANCE. The Shopping Center Owner shall be required to have the Easement Area covered under its liability insurance policy maintained for its operations on the Shopping Center Parcel, and the Townhome Parcel Owner will also have the Easement Area covered under its liability insurance policy, to the extent available.

5. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, Townhome Parcel Owner and Shopping Center Owner agree that the obligations and liabilities of each of them will be limited solely to such party's interest in its respective Parcel. Townhome Parcel Owner and Shopping Center Owner agree that any claim against a party to this Agreement will be confined to

and satisfied only out of, and only to the extent of, such party's interest in its Parcel. Nothing contained in this Section 5 will limit or affect any right that any party might otherwise have to seek or obtain injunctive relief or to otherwise enforce the rights, restrictions, and agreements set forth in this Agreement (provided that such injunctive relief or enforcement does not involve the payment of money from a source other than such Owner's interest in its Parcel).

6. **DESTRUCTION OR CONDEMNATION**. If Parking Spaces, or any of them, are rendered unfit for use by the Townhome Parcel Owner for the purposes set forth herein, whether by reason of fire, accident, condemnation or act of God, replacement Parking Spaces within the Shopping Center Parcel shall be designated by the Shopping Center Owner for the use as contemplated by this Agreement (except in the event that all or a substantial portion Shopping Center is destroyed by casualty or condemned), and such replacement Parking Spaces shall be subjected to this Agreement by amendment hereto establishing the new Easement Area with such replacement Parking Spaces.

7. **ZONING REQUIREMENTS**. Notwithstanding anything to the contrary contained in this Agreement, in the event either party receives notice from the appropriate authorities of Fairfax County, Virginia, or any other authority having jurisdiction, of a zoning violation in connection with this Agreement (the "**Zoning Violation Notice**"), the parties hereto agree to cooperate with each other in order to remedy such violation.

8. **DEFAULT**

7.1 **Events of Default; Notice and Cure**. Subject to Shopping Center Owner's rights set forth in Section 2.3 and Section 3, if an Owner fails to comply with any obligation under the terms of this Agreement and does not cure the same (i) within thirty (30) days after receipt of written notice from the other Owner (or such longer period as is reasonably necessary for cure, provided that the defaulting Owner commences remedial action within the thirty (30) day period and diligently pursues the same to completion within ninety (90) days after its receipt of the initial notice from the other Owner), or (ii) immediately (in situations where there is an imminent threat of harm to persons or property, blockage or material impairment of easement rights, or interference with the operation of a business within the Overall Site), then the other Owner may, at such Owner's election and in addition to all other remedies set forth in this Agreement, cure such failure for and on behalf of the defaulting Owner. In such event, the defaulting Owner shall pay to the Owner on demand (which demand shall be accompanied by invoices, paid receipts, or other reasonable evidence of such costs) any amount that the non-defaulting Owner actually expends for such purpose, together with costs of enforcement and interest (accruing from the date such amounts were expended) at the lesser of (i) the maximum rate of interest permitted under law, or (ii) the prime rate from time to time as set forth in the Money Rates Section (or successor section) in the Wall Street Journal (or, if the Wall Street Journal is no longer being published, then another similar financial publication) plus three percent (3%) per annum.

7.2 **Other Remedies**. In addition to the foregoing, if an Owner fails to comply with the terms of this Agreement, the other Owner shall be entitled to institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, actual monetary damages or any other remedy available at law or in equity, excluding consequential or punitive damages. The

prevailing party in such legal actions or proceedings shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and courts costs incurred in connection with the foregoing.

7.3 Injunctive Relief. Each Owner shall also be entitled to injunctive relief and any other appropriate relief as may be available at law or in equity for any violation of this Agreement. Subject to Shopping Center Owner's rights set forth in Section 2.3 and Section 3, an Owner shall not be entitled, at its option and without waiver of any rights and remedies against the other, to directly enforce the terms of this Agreement against any Occupants or permittees of an Occupant or Owner of a Parcel (provided such terms apply to that Parcel).

7.4 Remedies Cumulative: In addition to the remedies set forth in this Agreement, each Person entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein word for word. No remedy herein conferred upon or reserved to any Person shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

7.5 Breach Shall Not Permit Termination: It is expressly agreed that a breach of this Agreement shall not entitle any Owner to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

7.6 Common Interest Community. The provisions of this Section 7 are subject to the provisions of Section 8.2.

8. SUCCESSORS AND ASSIGNS.

8.1 Covenants Run with the Land. The terms, conditions, covenants and restrictions set forth in this Agreement, and the Easement created hereby, shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, Occupants, successors and assigns, and upon any Person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, then at such time as the selling Owner executes and delivers to the remaining Owners a written statement setting forth the name and address of the new Owner, the effective date of the conveyance, the Parcel conveyed, and, if applicable, the name of a new Party who has taken the position of an Owner as provided pursuant to the terms of this Agreement, except as otherwise set forth herein, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with that portion of the Parcel sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Association or Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Parcel or portion thereof after the date of sale and conveyance of title. Failure to deliver any such written

statement shall not affect the running of any covenants herein with the land, nor shall such failure negate, modify or otherwise affect the liability of the new Owner pursuant to the provisions of this Agreement, but such failure shall constitute a default by conveying Owner resulting in continued liability hereunder. For the avoidance of doubt, in the event that all or any portion of a Parcel is subjected to a common ownership interest regime, the provisions of Section 8.2 shall be applicable.

8.2 Common Interest Community for Townhome Parcel. If and when the Townhome Parcel, or any portion thereof, becomes subject to the covenants of a common ownership interest community for an Association, and the members of the Association which is established for the community are the fee simple owners of the Townhome Units within the Townhome Parcel, then (i) the obligations of the Association set forth in this Agreement shall be specifically referenced in the Association Governing Documents, and (ii) upon and at all times after the Association Assumption Date, all rights, easements and benefits under this Agreement appurtenant to or enjoyed by the Townhome Parcel Owner, as well as all consents, waivers, approvals and appointments which may or are to be granted or exercised by the Townhome Parcel Owner, shall be deemed transferred to and belong to and be exercisable and exercised solely by the Association administering the Townhome Parcel on behalf of the owners of the Townhome Units subject to the Association Governing Documents. Except as provided for in this Section 8.2 and in Section 8.4 below, upon and at all times after the Association Assumption Date, all obligations, liabilities and benefits of the Townhome Parcel Owner under this Agreement shall transfer to the Association, and the Townhome Parcel Owner shall have no further rights under this Agreement (except as provided in Section 8.3 hereof). The Townhome Parcel Owner shall remain liable (before and after the Association Assumption Date) for, and shall indemnify the Shopping Center Owner from and against, all liability arising as a result of a breach by the Townhome Parcel Owner of, (x) the obligations of the Townhome Parcel Owner hereunder (and for any defaults hereunder) occurring on or before the Association Assumption Date or otherwise in connection with the exercise of its beneficiary rights under Section 8.3, and (y) the acts, omissions, or negligence, of the Townhome Parcel Owner occurring on or before the Association Assumption Date or otherwise in connection with the exercise of its beneficiary rights under Section 8.3. Notwithstanding any provision of this Agreement to the contrary, in no event shall the owners of individual Townhome Units within the Townhome Parcel (other than the Townhome Parcel Owner, but not in its capacity as an owner of such units) have the rights of the Townhome Parcel Owner or of the Association under this Agreement. Effective as of the Association Assumption Date, the rights and obligations of the Townhome Parcel Owner hereunder shall pass to and be exercisable by the Association, but not by the individual members of said Association.

8.3 Beneficiaries of Easements and Indemnifications. Notwithstanding the occurrence of the Association Assumption Date and the foregoing Section 8.2, the Townhome Parcel Owner shall continue as a beneficiary of the Easement provided herein for the benefit of the Townhome Parcel Owner after the Association Assumption Date until such time as the Townhome Parcel Owner has conveyed the last Townhome Unit on the Townhome Parcel, all bonds issued to Governmental Authorities to assure completion of the Improvements on the Townhome Parcel have been released to the Townhome Parcel Owner, and all warranty obligations of the Townhome Parcel Owner with respect to the individual Townhome Units and common areas within the Townhome Parcel have been

satisfied. The foregoing provisions shall not prohibit the Townhome Parcel Owner from reserving easements on, under and over the Townhome Parcel for its benefit, or reserving the right to grant easements on, under and over the Townhome Parcel, in the Association Governing Documents; provided that such easements do not interfere with nor adversely affect any rights or easements granted to or made for the benefit of the Shopping Center Owner under the terms of this Agreement or any other written agreement between the Townhome Parcel Owner and the Shopping Center Owner.

8.4 Actions by the Association. In the event of any action taken by the Association, the unit owners whose Townhome Units are subject to the Association Governing Documents shall be bound as if such unit owners had expressly consented and agreed to such actions by such Association. Any action to enforce or defend rights, obligations, easements, burdens and benefits under this Agreement on behalf of the unit owners of the Townhome Units within the Townhome Parcel shall be taken on behalf of such unit owners solely by such Association. No unit owner or group of unit owners of Townhome Units within the Townhome Parcel, nor any of their tenants or subtenants, shall have the right to take any action under this Agreement or enforce any rights, remedies, easements or privileges granted by this Agreement. All of the maintenance and indemnification obligations of the Townhome Parcel Owner shall be the obligation of the Association, commencing upon the formation of the Association and recordation of the Association Governing Documents (or the applicable ones) among the Land Records of Fairfax County, Virginia. The Association Governing Documents shall include the restrictions on the use of the Parking Spaces as set forth in Section 2 of this Agreement.

8.5 Limitation of Liability for Association. Notwithstanding that the Association may exercise its rights against the unit owners to enforce the terms of the Association Governing Documents, even though the exercise of such rights may be to satisfy the obligations of such Association hereunder, no lien arising pursuant to the enforcement of the provisions of this Agreement may be imposed against the Townhome Units of unit owners that are subject to such Association Governing Documents, but such liens may be filed and enforced only against the portions of such Townhome Parcel owned by the Association and all of the assets of the Association as set forth below. Notwithstanding anything to the contrary contained herein, in the event of a breach of any obligation under this Agreement by one or more unit owners, the Association shall enforce all of its rights and remedies against such unit owner(s) under the Association Governing Documents to permit the Association to remedy such breach, including without limitation, lien rights against a unit owner's Townhome Unit, and shall carry insurance in such amounts as are sufficient to cover any damages resulting from the actions and omissions of the unit owners and Occupants and their respective visitors, of the Townhome Units in connection with an Association obligation hereunder. Notwithstanding anything to the contrary set forth herein, the enforcement of any rights or obligations contained in this Agreement against the Association shall not be limited to the interest of the Association in the portions of the Townhome Parcel owned by the Association, and a judgment against the Association shall be subject to execution against, be a lien on, and permit garnishment of, any and all assets of the Association, including, without limitation, bank accounts, securities, assessments fees and other amounts received or receivable, at the time of the judgment and coming due thereafter until satisfaction of the obligation of the Association, and property and assets owned by the Association from the members of the Association. No direct or indirect member of the Association (or any officer, director,

agent, member, manager, personal representative, trustee or employee of any such member) shall be personally liable for the performance of the obligations of, or in respect of any claims against Association arising under this Agreement. The foregoing shall not limit the liability of any Townhome Parcel Owner under this Agreement.

9. **NOTICES.** Any notice, demand or communication given hereunder must be in writing, signed by or on behalf of the Owner serving notice, and sent by (i) electronic mail (provided that a copy of such notice is also sent by one of the other methods listed herein), (ii) nationally recognized overnight carrier, (iii) hand delivery, or (iv) registered or certified United States mail, return receipt requested and postage or other charges prepaid. The Parties expressly agree that notices given by attorneys on behalf of their client(s) in the manner provided above are effective and recognized notice pursuant to this Agreement. All notices shall be sent to the persons and addresses set forth below:

FRIT: Federal Realty Investment Trust
909 Rose Avenue, Suite 200
North Bethesda, Maryland 20852
Attn: Barry Carty, Baris Ipeker, Esquire, and Legal Department
Email: bipeker@federalrealty.com; bcarty@federalrealty.com;
legal@federalrealty.com

With a copy to: Shapiro, Lifschitz & Schram, P.C.
1742 N Street, NW
Washington, D.C. 20036
Attn: Marni L. Ahram
E-mail: ahram@srlslaw.com

EYA: GP VA Associates LLC
4800 Hampden Lane, Suite 300
Bethesda, Maryland 20814
Attention: Frank Connors and Aakash Thakkar
E-mail: athakkar@eya.com; fconnors@eya.com

With a copy to: Greenstein DeLorme & Luchs, P.C.
1620 L Street, NW, Suite 900
Washington, DC 20036
Attention: Judith R. Goldman, Esq.
Email: jrg@gdllaw.com

The Person and address to which notices are to be given may be changed at any time by any Party upon written notice to the other Parties. All notices given pursuant to this Agreement shall be deemed given upon receipt.

10. MISCELLANEOUS.

10.1 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and, except as expressly set forth otherwise herein, supersedes all prior agreements, oral or written, with respect to the terms and conditions contained in this Agreement affecting the Parcels.

10.2 Joint and Several Obligations. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

10.3 Recordation: This Agreement shall be recorded in the office of the recorder of the County in which the Overall Site is located, with the costs of such recordation being shared equally between the Parties.

10.4 Waiver: The failure of a Person to insist upon strict performance of any of the Restrictions or other terms and provisions contained herein shall not be deemed a waiver of any rights or remedies that said Person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions or other terms and provisions contained herein by the same or any other Person.

10.5 Attorneys' Fees. In the event any Person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

10.6 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

10.7 No Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the Parties. Each Party shall be considered a separate party and no Party shall have the right to act as agent for another, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

10.8 Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

10.9 Modification and Termination: This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of all of the Owners at the time

of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the Owners (or their agents as evidenced by a recorded power of attorney) and recorded among the Land Records. No modification or termination of this Agreement, except pursuant to the terms hereof, shall adversely affect the rights of any senior Lienholder unless such Lienholder consents in writing to the modification or termination.

10.10 Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word “including” shall be construed inclusively, and not in limitation, whether or not the words “without limitation” or “but not limited to” (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

10.11 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

10.12 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Shopping Center Owner and Townhome Parcel Owner have executed this Agreement under seal on the date first above written.

SHOPPING CENTER OWNER

FEDERAL REALTY INVESTMENT TRUST, a
Maryland real estate investment trust

By: _____
Name: _____
Title: _____

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY that on this _____ day of _____, 20____, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, _____ of Federal Realty Investment Trust. (S)he is known to me (or satisfactorily proven) to be said individual.

Given under my hand and notarial seal, this _____ day of _____, 20__.

_____ My commission expires _____.
Notary Public

Notarial Registration Number: _____

TOWNHOME PARCEL OWNER

GP VA ASSOCIATES LLC,
a Delaware limited liability company

By: GP VA Manager LLC,
a Delaware limited liability company
Manager

By: _____
Name: _____
Title: _____

STATE OF MARYLAND)
) SS
COUNTY OF MONTGOMERY)

I, _____ the undersigned Notary Public, in and for the aforesaid jurisdiction, do hereby certify that _____, _____ of GP VA MANAGER LLC, a Delaware limited liability company, Manager of GP VA Associates LLC, a Delaware limited liability company, whose name is signed to the foregoing Parking Easement Agreement, personally appeared before me and acknowledged that he executed said instrument as the act and deed of said limited liability company on behalf of GP VA Associates LLC.

GIVEN under my hand and seal this ____ day of _____, 202__.

Notary Public

[Notarial Seal]

My commission expires _____.

Notarial Registration Number: _____

EXHIBIT A

DESCRIPTION OF SHOPPING CENTER PARCEL

EXHIBIT B

DESCRIPTION OF TOWNHOME PARCEL

EXHIBIT C
EASEMENT PLAN



BOHLER
SITE CITY AND CONSULTING ENGINEERING
LAND SURVEYING
PLANNING AND DESIGN
TRANSPORTATION SERVICES
PROFITING SERVICES
LANDSCAPE ARCHITECTURE
PROGRAM MANAGEMENT
CONSTRUCTION MANAGEMENT

NO.	DATE	REVISIONS
1	10/15/2018	REVISED PER COMMENTS
2	10/15/2018	REVISED PER COMMENTS
3	10/15/2018	REVISED PER COMMENTS
4	10/15/2018	REVISED PER COMMENTS



811
ALWAYS CALL 811
It's free. It's fast. It's the law.

CDPA / FDPA SET
SECTION 2006
PROJECT NO. 18-001
DESIGNED BY: VAGBOHLER/ENG
DATE: 10/15/2018

EVA DEVELOPMENT, LLC
GRAHAM PARK PLAZA
MANASSAS PARK BLVD
FAIRFAX COUNTY, VA

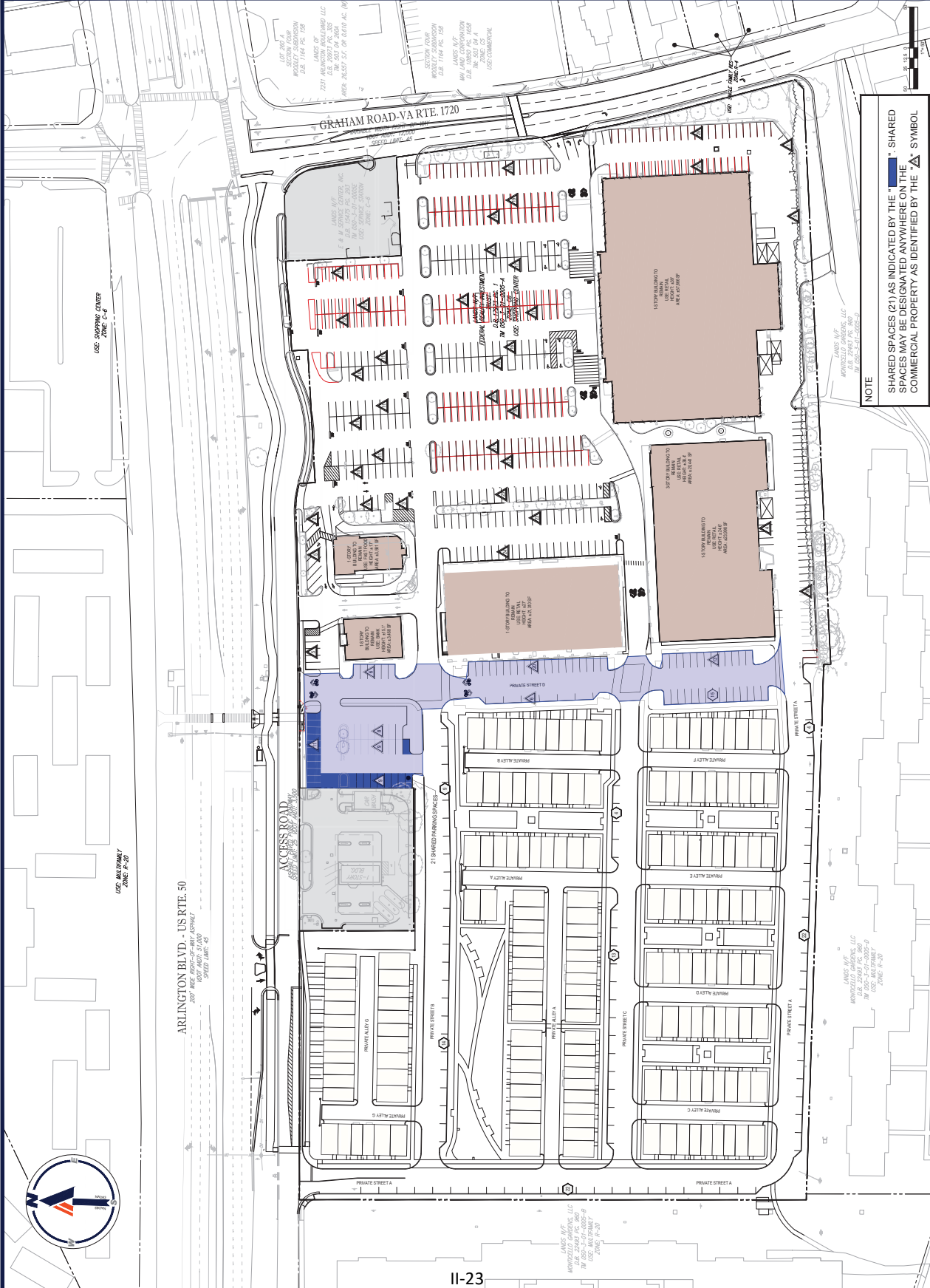


BOHLER
1200 WOODLARK DR. SUITE 100
FALLS CHURCH, VA 22044
PHONE: (703) 909-9000
FAX: (703) 909-9000
VAG@BohlerEng.com



ATTACHMENT
MICHAEL J. BOHLER
L.E. NO. 001040
07/24/20

CDPA / FDPA
SHEET NUMBER
C-3-I
REVISION 1 - 07/24/20



NOTE
SHARED SPACES (S) AS INDICATED BY THE "S" SYMBOL
SHARED SPACES (D) AS INDICATED BY THE "D" SYMBOL
SHARED SPACES (A) AS INDICATED BY THE "A" SYMBOL
COMMERCIAL PROPERTY AS IDENTIFIED BY THE "C" SYMBOL

Graham Park Plaza EYA Parking Cost		Budget
		2021
Porter		\$ 24,580
Parking Lot Sweeping		\$ 19,980
Striping		\$ 6,000
Asphalt Repair		\$ 5,000
Parking Lot Lighting Repair + Replacement		\$ 3,000
Parking Lot Lighting Utility Service		\$ 1,302
Property Manager Labor		\$ 35,659
Site Engineer Labor		\$ 18,739
Snow Removal		\$ 35,000
Insurance		\$ 17,221
Capital Reserve		\$ 5,000
Totals		\$ 171,481

	2021 Budget
Graham Park Plaza EYA Parking Cost Total (From Above)	\$ 171,481
Divided by Total # of Parking Spaces On Property	600
Subtotal - Annual Cost Per Space	\$ 285.80
Multiplied by Total Shared Spaces	21
Subtotal Per Shared Space	\$ 6,001.84
Cost Per Shared Space Divided by 50% Cost Split	\$ 3,000.92

ATTACHMENT II

Attachment III

Fairfax County Zoning Ordinance Excerpts

OFF-STREET PARKING AND LOADING, PRIVATE STREETS

Two (2) spaces per single family dwelling, provided that only one (1) such space must have convenient access to a street, plus one (1) space per guest room in the bed and breakfast

2. Continuing care facility:

0.75 spaces per separate unit or bed approved on the development plan.
3. Dormitory, Fraternity or Sorority House, or Other Residence Hall Located Off Campus:

One (1) space per two (2) sleeping accommodations based on the occupancy load of the building, plus one (1) additional space for each housemother, manager or employee
4. Dwelling, Single Family Detached:

Two (2) spaces per unit for lots with frontage on a public street and three (3) spaces per unit for lots with frontage on a private street, provided that only one (1) such space must have convenient access to a street
5. Dwelling, Single Family Attached:

Two and seven-tenths (2.7) spaces per unit, provided, however, that only one (1) such space must have convenient access to the street
6. Dwelling, Multiple Family:

One and six-tenths (1.6) spaces per unit
7. Hotel, Motel:

One (1) space per rental unit, plus four (4) spaces per fifty (50) rental units, plus such spaces as are required for restaurants, assembly rooms and affiliated facilities as determined by the Director
8. Independent Living Facility

One (1) space per four (4) dwelling units, plus one (1) space per one (1) employee or staff member on the major shift, or such greater number as the Board may require
9. Mobile Home:

One and one-half (1.5) spaces per unit
10. Nursing, Convalescent, Assisted Living or Congregate Living Facility:

One (1) space per three (3) residents, plus one (1) additional space for each employee

OFF-STREET PARKING AND LOADING, PRIVATE STREETS

18. Recreational Facility other than Theatre, Auditorium, Stadium, Bowling Alley or Swimming Pool:
- One (1) space per three (3) persons based on the occupancy load plus one (1) space per employee
19. Repair Service Establishment:
- One (1) space per 200 square feet of gross floor area
20. Retail Sales Establishment and Retail Sales Establishment-Large, except Furniture or Carpet Store:
- One (1) space per 200 square feet of net floor area for the first 1000 square feet, plus six (6) spaces per each additional 1000 square feet
21. Service Station:
- Two (2) spaces per service bay, plus one (1) space per employee, but never less than five (5) spaces
22. Service Station/Mini-Mart, Combination Service Station and Quick-Service Food Store:
- Two (2) spaces per service bay, plus six and one half (6.5) spaces per 1000 square feet of gross floor area devoted to the retail use
23. Shopping Center:
- A. 100,000 square feet of gross floor area or less: 4.3 spaces per 1000 square feet of gross floor area
- B. Greater than 100,000 but equal to or less than 400,000 square feet of gross floor area: 4 spaces per 1000 square feet of gross floor area
- C. Greater than 400,000 but less than 800,000 square feet of gross floor area: 4.8 spaces per 1000 square feet of gross floor area
- D. 800,000 square feet of gross floor area or more: 2.5 spaces per 1000 square feet of gross floor area

For purposes of determining whether Par. A, B, C or D above is applicable, the size of the shopping center is based on the definition of gross floor area as set forth in Article 20, and includes any gross floor area devoted to offices, restaurants, restaurants with drive-through and hotels. The gross floor area calculation as qualified in Sect. 102 above is used to determine the required number of parking spaces.

The off-street parking requirement set forth above applies to all uses in a shopping center, except that the area occupied by offices, any restaurant or restaurant with drive-through establishment that exceeds 5000 square feet of gross floor area, and hotels is parked in accordance with the applicable standards for such uses as set forth in this Section. For shopping centers subject to Par. A, B or C above, the area occupied by

OFF-STREET PARKING AND LOADING, PRIVATE STREETS

4. Off-street parking spaces may serve two (2) or more uses; however, in such case, the total number of such spaces must equal the sum of the spaces required for each separate use except:
- A. As may be permitted under Paragraphs 5, 22, 26, 27, and 28 below and Par. 3 of Sect. 106 below, or a previously approved parking reduction based on a proffered transportation demand management program;
 - B. That the Board may, subject to conditions it deems appropriate, reduce the total number of parking spaces required by the strict application of this Part when the applicant has demonstrated to the Board's satisfaction that fewer spaces than those required by this Part will adequately serve two (2) or more uses by reason of the sum of the hourly parking demand of such uses and such reduction will not adversely affect the site or the adjacent area.
 - C. That the Director may, subject to appropriate conditions, reduce by up to thirty (30) percent the total number of parking spaces required by the strict application of this Part when the applicant has demonstrated to the Director's satisfaction that fewer spaces than those required by this Part will adequately serve two (2) or more uses by reason of the sum of the hourly parking demand of such uses and such reduction will not adversely affect the site or the adjacent area. Such reductions may not be approved if:
 - (1) There is a pending rezoning, special exception, or proffered condition amendment application for the site; or
 - (2) There is a Residential Permit Parking District within 1000 feet of the subject site; or
 - (3) The number of parking spaces on the site is specified by an approved special permit, special exception, proffered condition, or a parking reduction approved by the Board, unless the approval allows such administrative reductions.
 - (4) Any reduction not meeting the requirements for approval by the Director under this paragraph may be approved by the Board pursuant to Par. 4B above.

Required off-street parking spaces and their appurtenant aisles and driveways which are not fully utilized during the weekday may be used for a public commuter park-and-ride lot when such lot is established and operated in accordance with a public commuter park-and-ride lot agreement approved by the Board.

In addition, for a use where the minimum number of required parking spaces is provided on site in accordance with this Part, but additional off-site parking may be desired, the Director may, subject to conditions the Director deems appropriate, approve the use of a portion of an adjacent site's required parking spaces, when the applicant has demonstrated to the Director's satisfaction that the use of such spaces on the adjacent site will not adversely affect such site or the adjacent area by reason of the sum of the hourly parking demand of such uses.

Attachment IV
ULI Parking Analysis Results

Table A
Baseline Parking Ratios and Requirements

Use	Size	Units	Ratio	Parking Required
Retail	140,000 S.F.		4.00	560
Residential	177 D.U.		2.70	478
Total Parking Required				1,038

Table B
Hourly Distributions by Use

	Hour of Day																			
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Weekday																				
Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Retail Visitors	1%	5%	15%	30%	55%	75%	90%	100%	100%	95%	80%	85%	90%	90%	85%	50%	30%	10%	0%	
Retail Employees	10%	15%	25%	45%	75%	95%	100%	100%	100%	100%	100%	100%	100%	100%	90%	60%	40%	20%	0%	
Residential - Residents	95%	80%	67%	55%	50%	45%	40%	40%	40%	40%	45%	50%	60%	70%	80%	85%	95%	97%	100%	
Weekend																				
Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Retail Visitors	1%	5%	30%	35%	60%	85%	100%	100%	100%	100%	90%	80%	65%	60%	55%	50%	35%	15%	1%	
Retail Employees	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	100%	95%	85%	80%	75%	65%	45%	15%	0%	
Residential - Residents	100%	95%	88%	80%	75%	70%	68%	65%	65%	68%	71%	74%	77%	80%	83%	86%	89%	92%	100%	

Table C
Parking Summary

	Hour of Day																			
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Weekday																				
Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Retail Parking Required	16	39	95	185	330	442	515	560	560	538	470	493	515	515	482	291	179	67	0	
Parking Supply	579	579	579	600	600	600	600	600	600	600	600	600	600	600	600	579	579	579	579	
Difference	563	540	484	415	270	158	85	40	40	62	130	107	85	85	118	288	400	512	579	
Weekend																				
Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Retail Parking Required (Non-Dedicated)	118	99	84	68	62	56	50	50	50	50	56	62	74	87	99	105	118	120	124	
Retail Parking Required (Dedicated)	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	
Residential Parking Demand - Total	472	453	438	422	416	410	404	404	404	404	410	416	428	441	453	459	472	474	478	
Parking Supply	478	478	478	457	457	457	457	457	457	457	457	457	457	457	457	478	478	478	478	
Difference	6	25	40	35	41	47	53	53	53	53	47	41	29	16	4	19	6	4	0	
Overall Site Parking Required	487	492	533	607	746	852	919	964	964	941	880	909	944	956	935	751	651	541	478	
Parking Supply	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	
Difference	570	565	524	450	311	205	138	93	93	116	177	148	113	101	122	306	406	516	579	
Weekend																				
Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Retail Parking Required	16	39	179	241	364	487	560	560	560	560	515	465	386	358	330	297	207	84	4	
Parking Supply	579	579	579	600	600	600	600	600	600	600	600	600	600	600	600	579	579	579	579	
Difference	563	540	400	359	236	113	40	40	40	40	85	135	214	242	270	282	372	495	575	
Weekend																				
Land Use	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM	
Retail Parking Required (Non-Dedicated)	124	118	109	99	93	87	84	81	81	84	88	92	95	99	103	107	110	114	124	
Retail Parking Required (Dedicated)	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	354	
Residential Parking Demand - Total	478	472	463	453	447	441	438	435	438	442	446	446	449	453	457	461	464	468	478	
Parking Supply	478	478	478	457	457	457	457	457	457	457	457	457	457	457	457	478	478	478	478	
Difference	0	6	15	4	10	16	19	22	22	19	15	11	8	4	0	17	14	10	0	
Overall Site Parking Required	494	511	642	694	811	928	998	995	995	998	957	911	836	812	787	757	672	552	482	
Parking Supply	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	1,057	
Difference	563	546	415	363	246	129	62	62	59	100	146	146	221	245	270	300	385	505	575	

Notes: 1. Ratios based on Fairfax County Zoning Ordinance.
 2. Distributions from UII 3rd Edition and reflect December for retail and suburban for residential.
 3. Parking supply reflects the residential use of 2.1 spaces from 9 PM to 8 AM, seven days a week.

ATTACHMENT II

Attachment V

TDM Proffers

to allow for the creation of the pedestrian linkage from the existing signal controlled crosswalk across Arlington Boulevard. In addition, prior to the issuance of the first RUP for the Townhouses, and subject to review and approval by VDOT, the Applicant must stripe and/or sign the curbs of the western section of the frontage road to prohibit on-street parking.

18. Transportation Demand Management. This Proffer sets forth the programmatic elements of a transportation demand management program that must be implemented by the Applicant, and subsequently, if needed, the property owner or Home Owners Association (HOA), to encourage the use of transit (Metrorail and bus), other high occupant vehicle commuting modes, walking, biking and teleworking, all in order to reduce automobile trips generated by the residential uses constructed on the Property.

- Definitions. For purposes of this Proffer, "Stabilization" will be deemed to occur one (1) year following issuance of the last initial RUP or Non-RUP for the final new building to be constructed on the Subject Property. "Pre-stabilization" will be deemed to occur any time prior to Stabilization.
- Transportation Demand Management Plan. The proffered elements of the TDM Program as set forth below will be more fully described in a TDM Plan submitted by the Applicant prior to second submission of the site plan, (the "TDM Plan"). It is the intent of this Proffer that the TDM Plan will adapt over time to respond to the changing transportation related circumstances of the Subject Property, the surrounding community and the region, as well as to technological and/or other improvements, all with the objective of meeting the trip reduction goals as set forth in these Proffers. Accordingly, modifications, revisions, and supplements to the TDM Plan as coordinated with FCDOT can be made without the need for a PCA provided that the TDM Plan continues to reflect the proffered elements of the TDM Program as set forth below.
- Transportation Management Association. The Applicant must participate in or otherwise become associated with a larger Transportation Management Association for the community should one be established.
- Trip Reduction Goals. The objective of the TDM Plan must be to reduce the number of weekday peak hour vehicle trips generated by the residential uses located within the Property through the use of mass transit, ridesharing and other strategies including but not limited to those outlined in the TDM Plan. In addition, the implementation of enhanced pedestrian connections will provide safe and convenient access to nearby bus facilities thereby encouraging commuting options other than the automobile to residents, employees and visitors to the Property.
 - i. Baseline. The baseline number of weekday peak hour residential vehicle trips for the proposed units within the Property against which the TDM Goals (as defined in subparagraph below) will be measured must be derived upon the number of residential units site plan approved,

constructed and occupied on the Property as part of the proposed development at the time traffic counts are conducted in accordance with this proffer or as qualified below and using the trip generation rates/equations applicable to such residential uses as set forth in the Institute of Transportation Engineers, Trip Generation, 10th Edition for Land Use Code = 220 for Multifamily Housing (Low-Rise).

- ii. TDM Goal. The TDM strategies must be utilized to reduce the P.M. peak hour vehicular trips by a minimum of twenty percent (20%) for the residential uses.
- Process of Implementation. The TDM Program must be implemented as follows, provided that modifications, revisions, and supplements to the implementation process as set forth herein as coordinated with FCDOT can be made without requiring a PCA.
 - i. TDM Program Manager. The applicant must appoint and continuously employ, or cause to be employed, a TDM Program Manager (TPM) for the Subject Property. If not previously appointed, the TPM must be appointed by no later than sixty (60) days after the issuance of the first building permit for the first new building to be constructed on the Subject Property. The TPM duties may be part of other duties associated with the appointee. The TPM must notify FCDOT in writing within 10 days of the appointment of the TPM. Thereafter the TPM must do the same within ten (10) days of any change in such appointment.
 - ii. Annual Report and Budget. The TPM must prepare and submit to FCDOT an initial TDM Work Plan ("TDMWP") and Annual Budget no later than 180 days after issuance of the first building permit for the first building constructed on the Property. Every calendar year after the first issuance of RUP, and no later than May 15, the TPM must submit an Annual Report, based on a report template provided by FCDOT, which may revise the Annual Budget in order to incorporate any new construction on the Property.

The Annual Report and Budget must be reviewed by FCDOT. If FCDOT has not responded with any comments within sixty (60) days after submission, then the Annual Report and Budget will be deemed approved and the program elements will be implemented. If FCDOT responds with comments on the Annual Report and Budget, then the TPM will meet with FCDOT staff within fifteen (15) days of receipt of the County's comments. Thereafter, but in any event, no later than thirty (30) days after the meeting, the TPM must submit such revisions to the program and/or budget as discussed and agreed to with FCDOT and begin implementation of the approved program and fund the approved TDM Budget.

- iii. TDM Account. The TPM shall establish a separate interest bearing account with a bank or other financial institution qualified to do business in Virginia (the "TDM Account") within 30 days after approval of the TDMWP and TDM Budget. All interest earned on the principal must remain in the TDM Account and must be used by the TPM for TDM purposes.

Funding of the TDM Account must be in accordance with the budget for the TDM Program elements to be implemented in a year's TDMWP. In no event must the TDM Budget exceed \$5,000 (this amount must be adjusted annually from the date of rezoning approval for the Subject Property (the "Base Year")) and must be adjusted on each anniversary thereafter of the Base Year in accordance with adjustment proffer below. The TPM must provide written documentation to FCDOT demonstrating the establishment of the TDM Account within ten (10) days of its establishment. The TDM Account must be replenished annually thereafter following the establishment of each year's TDM Budget (not to exceed \$1,000 annually). The TDM Account must be managed by the TPM.

- iv. TDM Remedy Fund. At the same time the TPM creates and funds the TDM Account, the TPM must establish a separate interest bearing account (referred to as the "TDM Remedy Fund") with a bank or other financial institution qualified to do business in Virginia. Funding of the TDM Remedy Fund must be made one time on a building by building basis at the rate of \$0.05 per gross square foot of new residential use on the Property. Funding must be provided by the building owners prior to the issuance of the first initial RUP for the Townhouses. This amount must be adjusted annually from the date of rezoning approval of the Property (the "Base Year") and must be adjusted on each anniversary thereafter of the Base Year as permitted by VA. Code Ann. Section 15.2- 2303.3. Funds from the TDM Remedy Fund must be drawn upon only for purposes of immediate need for TDM funding and may be drawn on prior to any TDM Budget adjustments as may be required.
- v. TDM Incentive Fund. The "TDM Incentive Fund" is an account into which the building owners, through the TPM, must deposit contributions to fund a multimodal incentive program for initial purchasers/lessees. Such contributions must be made one time on a building by building basis at the rate of \$0.02 per gross square foot of new residential uses to be constructed on the Property and provided prior to the issuance of the first RUP for the Townhouses. In addition to providing transit incentives, such contributions may also be used for enhancing/providing multimodal facilities within and proximate to the Property.
- vi. Monitoring. The TPM must verify that the proffered trip reduction goals

are being met through the completion of Person Surveys, Vehicular Traffic Counts of residential and/or other such methods as may be reviewed and approved by FCDOT. The results of such Person Surveys and Vehicular Traffic Counts must be provided to FCDOT as part of the Annual Reporting process. Person Surveys and Vehicular Traffic Counts must be conducted for the Property beginning one year following issuance of the final initial RUP for the Townhouses to be constructed on the Property. Person Surveys must be conducted every three (3) years and Vehicular Traffic Counts must be collected annually until the results of three consecutive annual traffic counts conducted upon Build Out show that the applicable trip reduction goals for the Property have been met. Any time during which Person Survey response rates do not reach 20%, FCDOT may request additional surveys be conducted the following year. At such time and notwithstanding other portions of this Proffer below, Person Surveys and Vehicular Traffic Counts must thereafter be provided every five (5) years. Notwithstanding the aforementioned, at any time prior to or after Stabilization, FCDOT may suspend such Vehicle Traffic Counts and/or Person Surveys if conditions warrant such.

- Remedies.

1. If the number of allowable Maximum Trips After Reduction for the Property is exceeded as evidenced by the Vehicular Traffic Counts outlined above, then the TPM must meet and coordinate with FCDOT to address, develop and implement such remedial measures as may be identified in the TDM Plan and annual TDMWP.
- ii. Such remedial measures must be funded by the Remedy Fund, as may be necessary, and based on the expenditure program that follows:

Maximum Trips Exceeded	Remedy Expenditure
Up to 1%	No Remedy needed
1.1% to 3%	3% of Remedy fund
3.1% to 6%	6% of Remedy Fund
6.1% to 10%	10% of Remedy Fund
Over 10%	15% of Remedy Fund

iii. There is no requirement to replenish the TDM Remedy Fund at any time. Upon expiration of the Applicant Control Period, the Applicant must transfer any funds remaining in the Remedy Fund to the HOA or successor developer/management company for TDM purposes.

- Additional Trip Counts. If an Annual Report indicates that a change has occurred that is significant enough to reasonably call into question whether the applicable vehicle trip reduction goals are continuing to be met, then FCDOT may require the TPM to conduct an additional Vehicular Traffic Count (pursuant to the methodology set forth in the TDM Plan) within 90 days to determine whether in fact such objectives are being met. If any such Vehicular Traffic Counts demonstrate that the applicable vehicle trip reduction goals are not being met, then the TPM must meet with FCDOT to review the TDM strategies in place and to develop modifications to the TDM Plan to address the surplus of trips.
- Review of Trip Reduction Goals. At any time and concurrent with remedial actions and/or the payment of penalties as outlined in this Proffer, the Applicant may request that FCDOT review the vehicle trip reduction goals established for the Subject Property and set a revised lower goal for the Subject Property consistent with the results of such surveys and vehicular traffic counts provided for by this Proffer. In the event a revised lower goal is established for the Subject Property, the Maximum Trips After Reduction must be revised accordingly for the subsequent review period without the need for a PCA.
- Continuing Implementation. The TPM must bear sole responsibility for continuing implementation of the TDM Program and compliance with this Proffer. The TPM must continue to administer the TDM Program in the ordinary course in accordance with this Proffer including submission of Annual Reports.
- Notice to Owners. All owners of the Subject Property must be advised of the TDM Program set forth in this Proffer. The then current owner must advise all successor owners and/or developers of their funding obligations pursuant to the requirements of this Proffer prior to purchase and the requirements of the TDM Program, including the annual contribution to the TDM Program (as provided herein), must be included in all initial and subsequent purchase documents.
- Enforcement. If the TPM fails to timely submit a report to FCDOT as required by this Proffer, the TPM will have sixty (60) days after receipt of FCDOT's written notice of the same within which to cure such violation. If after such sixty (60) day period the TPM has not submitted the delinquent report, then upon written notice from FCDOT of the same the applicant must be subject to a penalty of \$75 per day not to exceed \$27,375 for any one incident. Such penalty must be payable to Fairfax County and used for transportation

improvements serving the Property.

19. Electric Vehicle Charging. The Applicant must offer initial purchasers of townhouses the option to install the required electrical panels for electric vehicle charging.
- i. For purposes of this Proffer, "electric vehicle-ready" or "EV-ready" means the provision of space, conduit banks, conduits and access points allowing for the easy installation of an electric vehicle charging station in the future, and does not include the installation of transformers, switches, wiring or charging.
 - ii. Prior to issuance of a RUP for the Townhomes, two (2) street parking spaces in the Proposed Development will be constructed with Level 2 universal electric vehicle ("EV") charging infrastructure. The Applicant will include within site plan and building plan submissions, as applicable, the identification of the parking spaces within the Proposed Development that will be EV. In addition, the Applicant will include, within closing documents, disclosure to prospective purchasers the presence of the EV parking spaces on the Property.
20. Overall Landscape Plan. The CDPA/FDPA includes a conceptual landscape plan and detail sheets illustrating the plantings to be provided. Future FDPs must provide landscape plans consistent with that shown on the CDPA. As part of each site plan submission associated with the FDPA and any future FDPs, the Applicant must submit to the Park Authority and Urban Forest Management Division (UFMD) of LDS for review and comment a detailed landscape plan (the "Landscape Plan") for that phase of the development, which must be consistent with the quality and quantity of plantings and materials shown on the CDPA/FDPA or any future FDP. Adjustments to the type and location of vegetation and the design of landscaped areas and streetscape improvements/plantings may be permitted as reviewed and approved by UFMD.
21. Landscape Planting Plan for the Townhouses. As described above and as part of the first site plan for the Townhouses, the Applicant must include a landscape planting plan and specifications for review and approval by UFMD. The landscape planting plan and specifications must incorporate sustainable landscape planting techniques designed to reduce maintenance requirements; and contribute to a cleaner and healthier environment with improved air quality, stormwater management, and resource conservation capabilities that can be provided by trees and other desirable vegetation.
- Reduce turf areas to minimize mowing operations and the resulting air pollution. Turf must be no more than (75) percent of the pervious area of each of lot (site). Mulched planting beds incorporating groups of trees and other vegetation must be used to provide a root zone environment favorable tree trees and other vegetation.

WELLS + ASSOCIATES**MEMORANDUM**

1420 Spring Hill Road,
Suite 610,
Tysons, VA 22102
703-917-6620
WellsandAssociates.com

TO: Michael Davis
Site Code Research and Development (SCRD)

FROM: Michael J. Workosky, PTP, TOPS, TSOS
John F. Cavan, IV, P.E., PTOE

RE: Graham Park Plaza (PCA/CDPA/FDPA 2016-MA-022)
U.S. Route 50; 2020 Tax Map 50-3 ((2)) 5 and 5A
Fairfax County, Virginia

SUBJECT: Parking Reduction Request (5945-PKS-005-2)
Summary of Revised Development Densities

DATE: May 21, 2021

This memorandum summarizes updates to the development densities for Graham Park Plaza subsequent to the submittal of the Parking Reduction Request (5945-PKS-005-2) dated October 2, 2020. The number of residential units has been reduced from the 177 shown in the parking study to 172 units. Due to the lower number of units, the number of dedicated residential parking spaces would be reduced by 11 spaces (10 garage and 1 surface space). While the residential parking supply would go from 457 to 446 spaces, the parking ratio would increase from 2.58 to 2.59 spaces per unit. There would continue to be 21 spaces shared with the retail uses which would be used to meet the 2.7 spaces per unit code requirement.

The following summarizes the parking reduction request for the residential portion of the site based on the updated development densities:

No. of Dwelling Units = 172 DU
 Parking Required (at 2.70 spaces/DU) = 465 spaces
 Parking Provided (at 2.59 spaces/DU) = 446 spaces
 Difference = 19 spaces
Percent Difference = 4.1 percent

Note that a minimum of 560 spaces for retail uses would continue to be available during all hours on both weekdays and weekends, meeting code requirements.

A copy of the revised Tables and Charts is attached and show that the proposed parking supply would accommodate projected parking demands throughout the day.

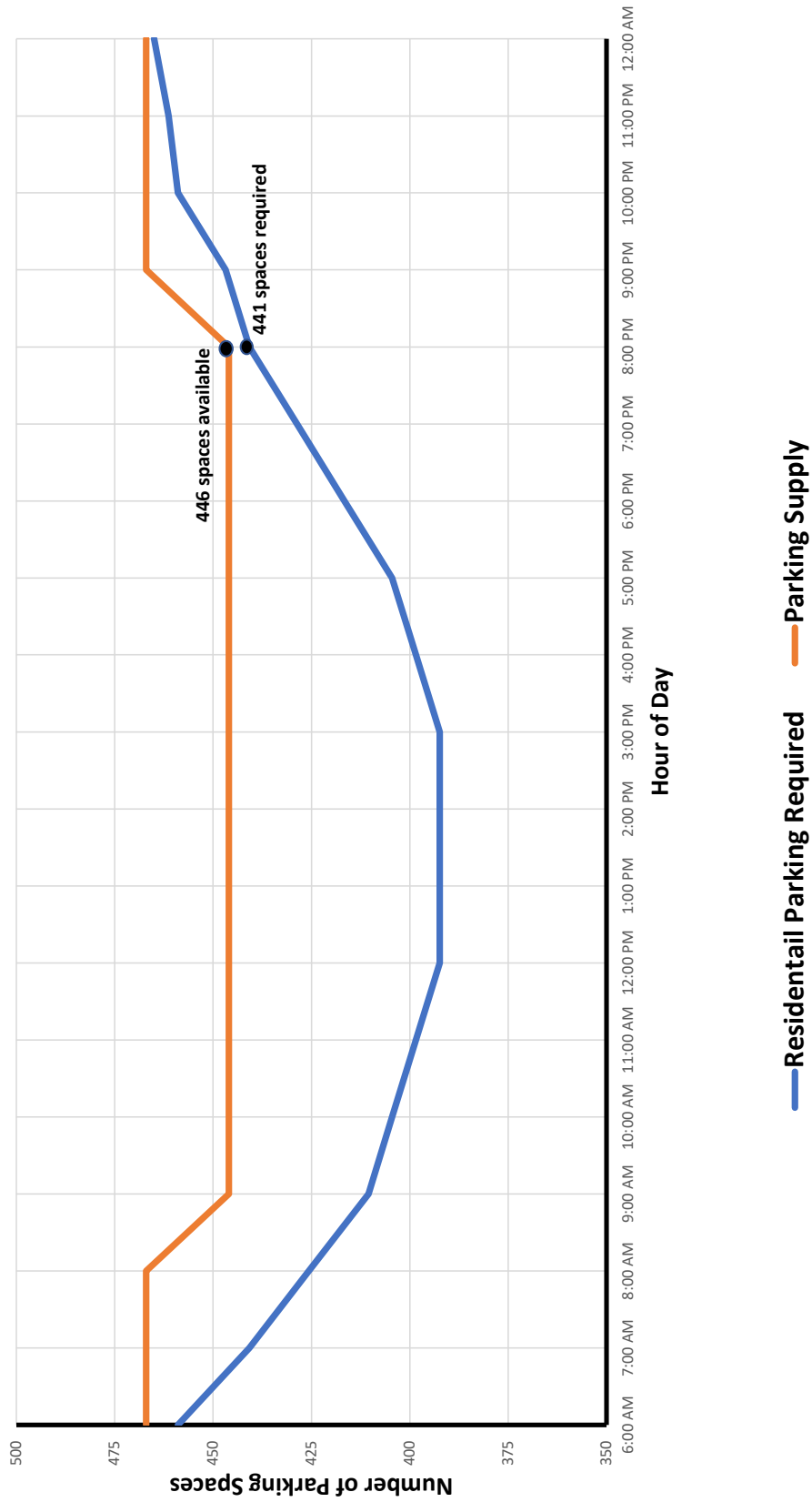
Questions regarding this document should be directed to Wells + Associates, Inc.

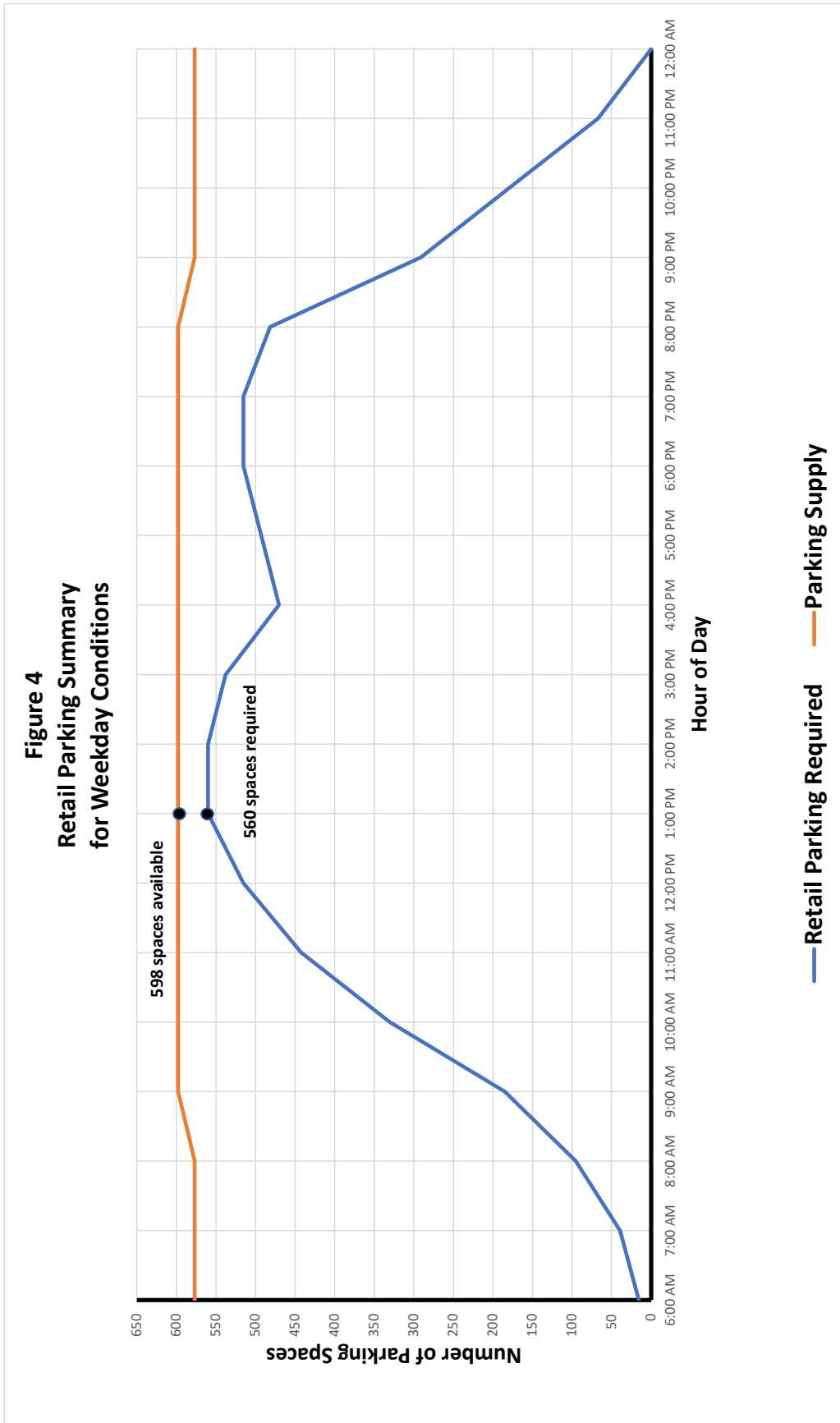
Table 1
 Graham Park Plaza
 Fairfax County Zoning Ordinance Parking Requirement

Land Use	Amount	Units ⁽¹⁾	Code Requirement ⁽¹⁾	Required Parking by Code
Residential	172	Units	Two and seven-tenths (2.7) spaces per unit, provided, however that only one (1) such space must have convenient access to the street	465
Shopping Center	140,000	GSF	Greater than 100,000 but equal or less than 400,000 square feet of gross floor area: 4 spaces per 1,000 square feet of gross floor area	560
Total Required by Code				1,025
Total Parking Provided (Overall Site)				1,044
Difference				19
Parking Provided - Residential				446
Difference (Residential)				(19)
Percent Difference				-4.1%
Parking Provided - Retail				598
Difference (Retail)				38
Percent Difference				6.8%

Notes: (1) Fairfax County Code based on the Fairfax County Zoning Ordinance (Article 11).

Figure 3
Residential Parking Summary
for Weekday Conditions





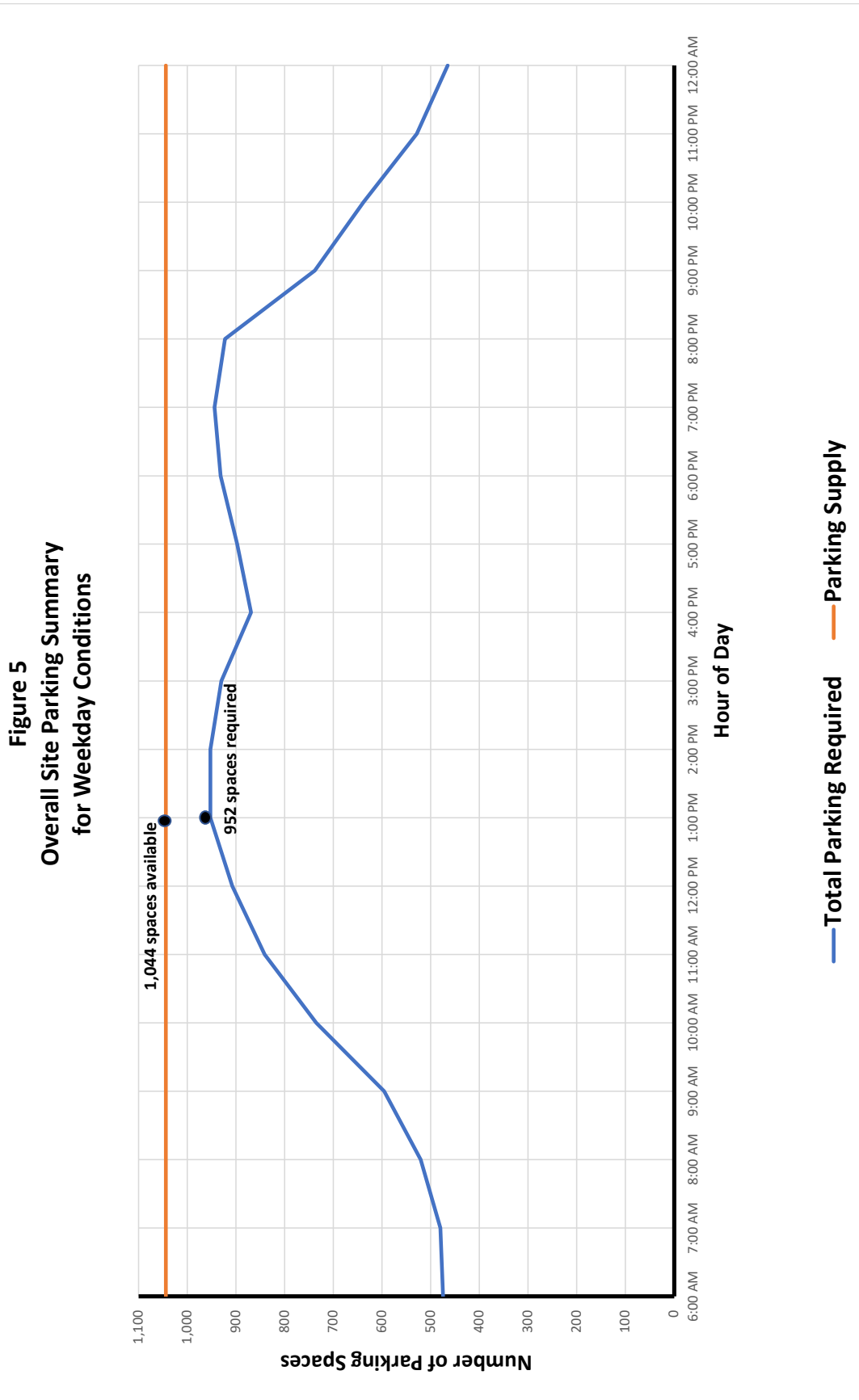
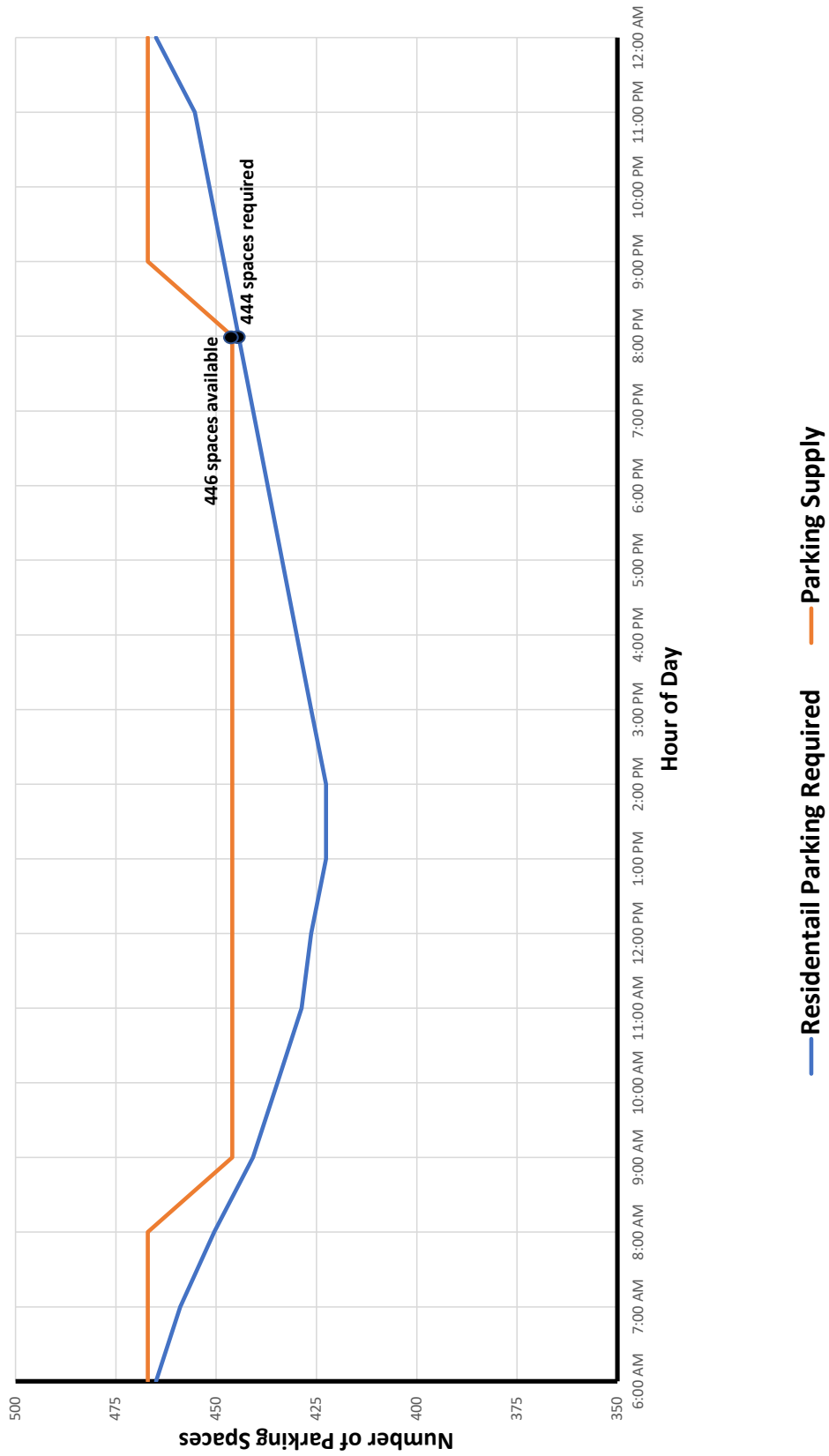


Figure 6
Residential Parking Summary
for Weekend Conditions



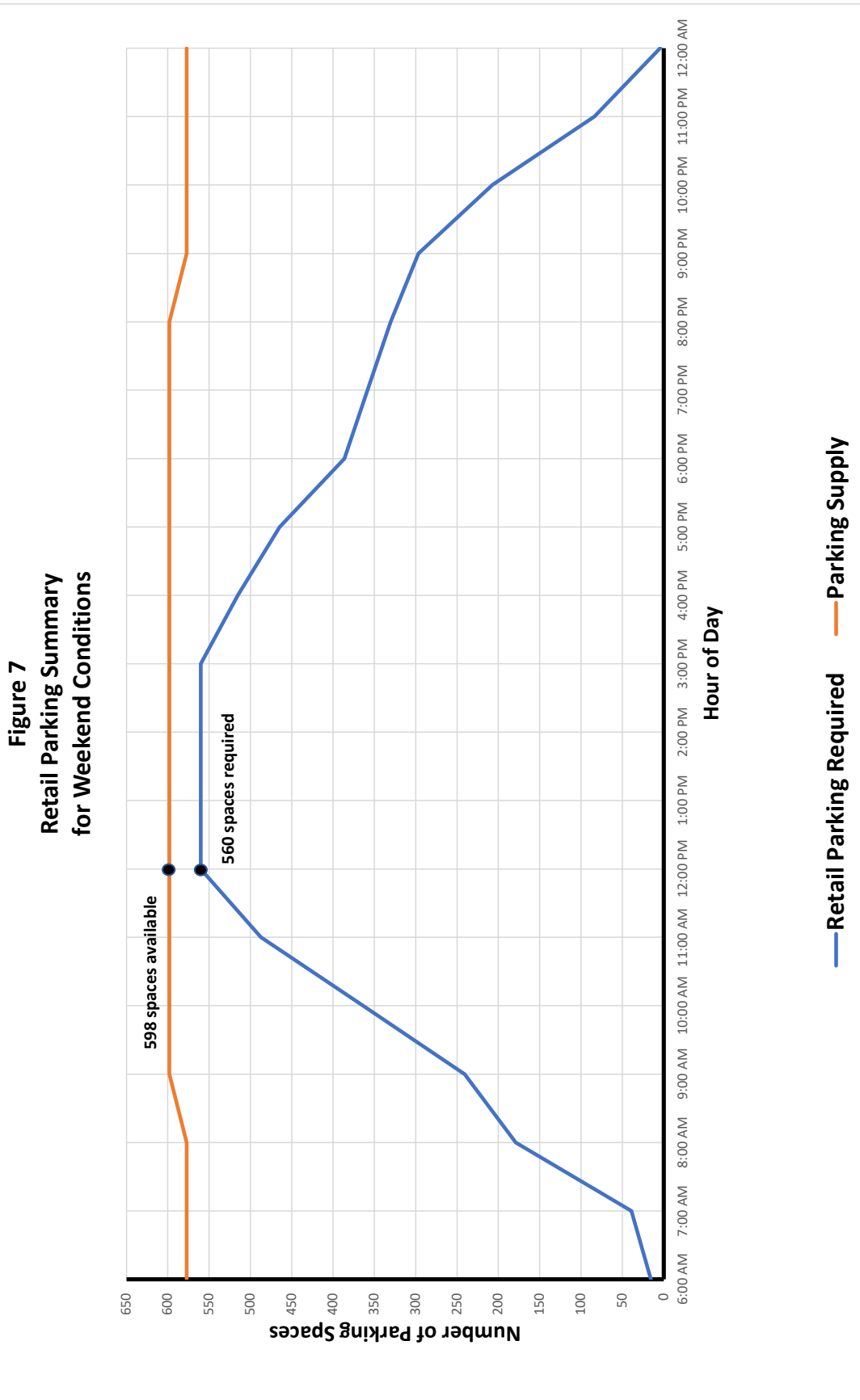


Figure 8
Overall Site Parking Summary
for Weekend Conditions

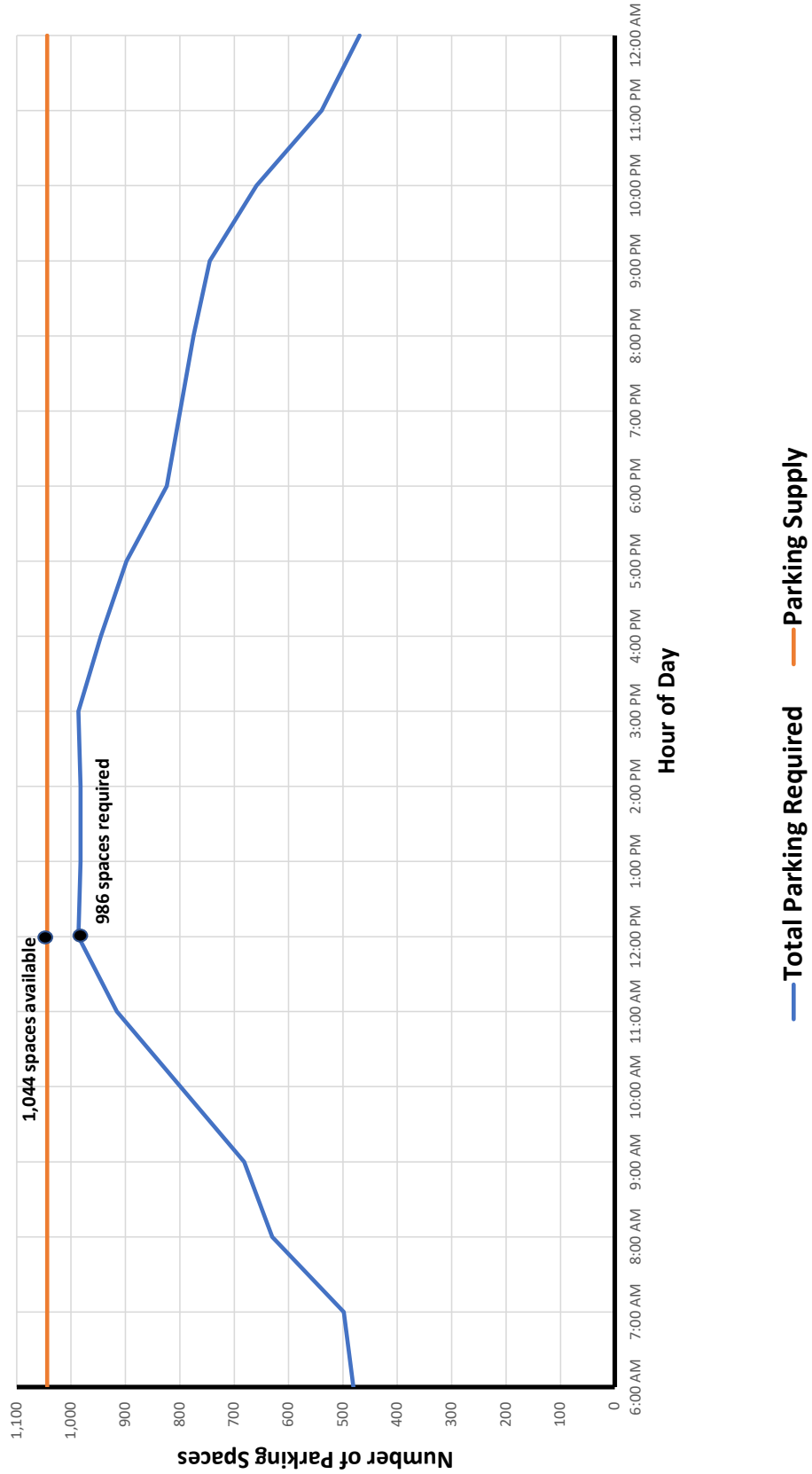


Table A
Baseline Parking Ratios and Requirements

Use	Size	Units	Ratio	Parking Required
Retail	140,000	S.F.	4.00	560
Residential	172	D.U.	2.70	465
Total Parking Required				1,025

Table B
Hourly Distributions by Use

Weekday	Hour of Day																		
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Land Use	1%	5%	15%	30%	55%	75%	90%	100%	100%	95%	80%	85%	90%	90%	85%	50%	30%	10%	0%
Retail Visitors	1%	5%	15%	30%	55%	75%	90%	100%	100%	95%	80%	85%	90%	90%	85%	50%	30%	10%	0%
Retail Employees	10%	15%	25%	45%	75%	95%	100%	100%	100%	100%	100%	100%	100%	100%	90%	60%	40%	20%	0%
Residential - Residents	95%	80%	67%	55%	50%	45%	40%	40%	40%	40%	45%	50%	60%	70%	80%	85%	95%	97%	100%
Weekend																			
Land Use	1%	5%	15%	30%	60%	85%	100%	100%	100%	100%	90%	80%	65%	60%	55%	50%	35%	15%	1%
Retail Visitors	1%	5%	15%	30%	60%	85%	100%	100%	100%	100%	90%	80%	65%	60%	55%	50%	35%	15%	1%
Retail Employees	10%	15%	40%	75%	85%	95%	100%	100%	100%	100%	95%	85%	77%	80%	75%	65%	45%	15%	0%
Residential - Residents	100%	95%	88%	80%	75%	70%	68%	65%	65%	68%	71%	74%	77%	80%	83%	86%	89%	92%	100%

Table C
Parking Summary

Weekday	Hour of Day																		
	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM	9:00 PM	10:00 PM	11:00 PM	12:00 AM
Land Use	16	39	95	185	330	442	515	560	560	538	470	493	515	515	482	291	179	67	0
Retail Parking Required	16	39	95	185	330	442	515	560	560	538	470	493	515	515	482	291	179	67	0
Parking Supply	577	577	577	598	598	598	598	598	598	598	598	598	598	598	598	577	577	577	577
Difference	561	538	482	413	268	156	83	38	38	60	128	105	83	83	116	286	398	510	577
Residential Parking Required (Non-Dedicated)	115	97	82	67	61	54	48	48	48	48	54	61	73	85	97	103	115	117	121
Residential Parking Required (Dedicated)	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344
Residential Parking Demand - Total	459	441	426	411	405	398	392	392	392	392	398	405	417	429	441	447	459	461	465
Parking Supply	467	467	467	446	446	446	446	446	446	446	446	446	446	446	446	467	467	467	467
Difference	8	26	41	35	42	48	54	54	54	54	48	42	29	17	5	20	8	6	2
Overall Site Parking Required	475	480	521	595	735	841	908	952	952	930	869	897	932	944	922	738	638	529	465
Parking Supply	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044
Difference	569	564	523	449	309	203	136	92	92	114	175	147	112	100	122	306	406	515	579
Weekend																			
Land Use	16	39	179	241	364	487	560	560	560	560	515	465	386	358	330	297	207	84	4
Retail Parking Required	16	39	179	241	364	487	560	560	560	560	515	465	386	358	330	297	207	84	4
Parking Supply	577	577	577	598	598	598	598	598	598	598	598	598	598	598	598	577	577	577	577
Difference	561	538	398	357	234	111	38	38	38	38	83	133	212	240	268	280	370	493	573
Residential Parking Required (Non-Dedicated)	121	115	106	97	91	85	82	79	79	82	86	90	93	97	100	104	108	111	121
Residential Parking Required (Dedicated)	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344	344
Residential Parking Demand - Total	465	459	450	441	435	429	426	423	423	426	430	434	437	441	444	448	452	455	465
Parking Supply	467	467	467	446	446	446	446	446	446	446	446	446	446	446	446	467	467	467	467
Difference	2	8	17	5	11	17	20	23	23	20	16	12	9	5	2	19	15	12	2
Overall Site Parking Required	481	498	630	682	799	916	986	983	983	986	945	898	824	799	775	745	659	539	469
Parking Supply	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044	1,044
Difference	563	546	414	362	245	128	58	61	61	58	99	146	220	245	269	299	385	505	575

Notes: 1. Ratios based on Fairfax County Zoning Ordinance.
 2. Distributions from ULI 3rd Edition and reflect December for retail and suburban for residential.
 3. Parking supply reflects the residential use of 21 spaces from 9 PM to 8 AM, seven days a week.

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ACTION - 3

Approval of a Construction Period Parking Plan for 6707 Old Dominion Drive
(Dranesville District)

ISSUE:

Board of Supervisors (Board) approval of a construction period parking plan to provide adequate parking during redevelopment of the site to serve the existing commercial/office building located at 6707 Old Dominion Drive, Tax Map Number 30-2 ((9)) 73.

RECOMMENDATION:

The County Executive recommends that the Board approve the construction period parking plan, pursuant to Paragraph 1.A.(5) of Section 6100 of the Zoning Ordinance, subject to the conditions in Attachment I, based on the attached Construction Period Parking Plan, #2769-PKS-003-1 (Attachment II).

TIMING:

Board action is requested on November 9, 2021.

BACKGROUND:

On October 16, 2018, the Board approved RZ/FDP 2017-DR-026 to rezone the subject site to permit development of a multi-family residential building with a parking garage. The existing commercial/office building will remain and share the new parking garage with the residential building. The construction of the residential building will occur on a portion of the surface parking area serving the existing commercial/office building. Code required parking will be met for all uses upon completion of construction. However, the existing commercial/office building will not be able to meet its parking requirement on-site during construction. Proffer #20 accepted with RZ/FDP 2017-DR-026 requires the applicant to secure Board approval of a parking plan to address parking during the construction period and lists a number of possible parking management strategies for consideration. Board approval of the parking plan is required prior to site plan approval for construction of the multi-family residential building and parking garage.

The parking plan utilizes a combination of off-site spaces with shuttle service and 32 on-site spaces with professional parking management to serve the existing commercial/office building during construction. The on-site parking meets Americans with Disabilities Act (ADA) requirements. Most of the off-site spaces will be located on

Board Agenda Item
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three church sites in the McLean area: St. John's Episcopal Church, St. Luke Serbian Eastern Orthodox Church, and St. John the Beloved Catholic Church. The three churches are within 1-1.6 miles driving distance of the site. Peak parking demand is on weekdays for the commercial/office uses and on weekends for the church uses. Therefore, there is no adverse impact on the church uses. The parking plan also includes incentives for tenants and patrons to utilize taxis, car-sharing services, Metrobus, and carpools and a program to ensure that construction workers park at an approved offsite location. All of the possible parking management strategies listed in Proffer #20 have been addressed with the proposed parking plan. In addition, the proposed conditions provide for periodic reports on parking plan activities so the plan may be modified as needed to address any parking issues that arise.

Based on the above, staff recommends approval of the construction period parking plan subject to the conditions in Attachment I. Staff's recommendation reflects a coordinated review by the Department of Land Development Services (LDS), the Department of Planning and Development, and the Office of the County Attorney.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I - Approval conditions dated November 9, 2021

Attachment II – Construction Period Parking Plan #2769-PKS-003, dated May 20, 2021
(revised September 17, 2021)

STAFF:

Rachel Flynn, Deputy County Executive

William D. Hicks, P.E., Director, Department of Land Development Services (LDS)

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

CONSTRUCTION PERIOD PARKING PLAN CONDITIONS

NOVEMBER 9, 2021

1. These conditions apply to the current owner(s), their successors and assigns, (hereinafter “owner”) of the parcel identified as Fairfax County Tax Map No. 30-2 ((9)) 73.
2. The owner must implement a parking plan for the site that will provide the required number of parking spaces, as set forth by Article 6 of the Zoning Ordinance, for the existing uses that will remain during redevelopment of the site. The parking plan must be implemented for the construction period specified in condition #3. Parking will be provided by a combination of on-site and off-site parking spaces in accordance with the approved Construction Period Parking Plan 2769-PKS-003 dated May 20, 2021 (revised September 17, 2021), incorporated herein by reference. Minor changes to the parking plan to address parking demand during the construction period, consistent with the intent of the approved Construction Period Parking Plan, may be approved by the Director of the Department of Land Development Services (Director).
3. The construction period will begin with the approval and issuance of the Land Disturbance Permit and end with the County’s approval to utilize the proposed garage, or portion thereof, to meet the minimum parking requirements onsite for the existing commercial building, or the issuance of the first residential use permit, whichever comes first.
4. If the site is developed in substantial conformance with the approved development plan and associated rezoning application RZ/FDP 2017-DR-026, this temporary on-site parking reduction will remain in effect for the construction period specified in condition #3.
5. The owner must designate an individual to be the administrator of and point of contact for the parking plan.
6. An operations manual must be prepared for use in administering the parking plan. The operations manual must include all elements of the Construction Period Parking Plan that will be ongoing during the construction period and a schedule for implementing the plan elements and recurring activities (e.g., informational materials periodically distributed to tenants). The operations manual should include a section for each element that collates all the information provided in the Construction Period Parking Plan required to institute and operate that element of the plan such as maps, contracts, and informational materials to be provided to tenants and adjacent property owners, and the name of the individual(s) responsible for implementing each activity. The operations manual also should include a section on the Communication Committee required to be established by Proffer #16.
7. The owner must provide a copy of the operations manual to the Dranesville District Supervisor’s office and the Parking Program Manager in the Department of Land Development Services (LDS) prior to the start of construction.
8. The owner must provide a report on implementation of the parking plan and meetings of the Communication Committee to the Dranesville District Supervisor’s office and the Parking Program Manager in LDS within 30 days of the end of each 90-day period that the parking

CONSTRUCTION PERIOD PARKING PLAN CONDITIONS

NOVEMBER 9, 2021

plan is in operation. Reports must include a summary of the parking plan activities undertaken during that 90-day period and any changes to the plan.

9. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 30 days after its request, the Director may require a modification of the parking plan to satisfy the on-site parking needs of the property.
10. All parking utilization studies 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.
11. The Site Plan for the proposed development must include:
 - A copy of the on-site parking layout to be used during the construction period.
 - A copy of the parking plan approval letter.
12. All 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.
13. These conditions of approval are binding on the owner and 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 plan will expire without notice six months from its approval date.
14. Within six months of the end of the construction period, a document vacating the conditions of approval must be recorded in the Fairfax County land records in a form acceptable to the County Attorney.

**CONSTRUCTION PERIOD
PARKING PLAN
6707 OLD DOMINION DRIVE
FAIRFAX COUNTY, VIRGINIA**

**RZ 2017-DR-026
TAX MAP 30-2 ((9)) 73
2769-PKS-003-1.1**

Prepared for:

Winthrop Investment Group

Prepared by:

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Justin B. Schor

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May 20, 2021

Revised September 17, 2021

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**CONSTRUCTION PERIOD
PARKING PLAN
6707 OLD DOMINION DRIVE
FAIRFAX COUNTY, VIRGINIA**

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FAIRFAX COUNTY, VIRGINIA**

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**CONSTRUCTION PERIOD
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PARKING PLAN
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B	Full Size Plan Sheet – On-site Parking Layout
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SECTION 1 INTRODUCTION

PURPOSE OF PARKING PLAN

The purpose of this Parking Plan is to present an off-site parking request for Fairfax County staff's review and Board approval to permit the use of off-site spaces during a temporary construction period. The construction period will displace a majority of the on-site surface parking spaces that currently serve the existing office building located at 6707 Old Dominion Drive in Fairfax County, Virginia. The existing office building will remain in operation during the construction period and to that end, the subject Parking Plan seeks to meet the office building's minimum ordinance parking requirement and parking needs through a combination of on-site and off-site parking spaces during that temporary period.

STUDY OBJECTIVES

This study was conducted in accordance with Proffer 20. ("Parking Plan") associated with RZ 2017-DR-026, a zoning application that was approved by the Fairfax County Board of Supervisors on October 16, 2018. The full set of the approved proffers dated December 4, 2017 as revised through October 5, 2018 are provided in **Appendix A**.

Tasks undertaken in this study included the following:

1. Review plans prepared by Walter L. Phillips, Inc. and other background materials.
2. Consideration of a 12 to 18-month construction period.
3. Coordination with the Fairfax County's Parking Coordinator on Friday, December 18, 2020.
4. Calculate of the required number of parking spaces for the existing uses as set forth by Article 11 of the Zoning Ordinance.
5. Evaluate a parking utilization study to confirm on-site parking needs by the time of day.
6. Provide exhibits indicating the number and location of on-site spaces that will be available on-site during each phase of construction including how the site will comply with the American with Disabilities Act (ADA) Virginia Uniform Statewide Building Code.
7. Demonstrate compliance during construction with the County's on-site loading space requirements for the existing commercial building, unless waived or modified by the Board of Supervisors.

8. Provide letters of intent that provide the Applicant the right to use off-site parking spaces that in combination with the on-site spaces will be sufficient to meet the parking requirements set forth by Article 11 of the Zoning Ordinance.
9. Provide a map with radius measurements and exact locations of the off-site parking spaces noting the hours of availability. Off-site spaces not served by parking attendants or shuttle/taxi must generally be within a 500-foot walking path from the building entrance.
10. Demonstrate a construction program will ensure all workers associated with the construction of the subject property to not park on the Property or on the immediate adjacent streets.
11. Demonstrate a contract with a parking attendant/valent company during the duration of the Construction Period that includes the number of attendants necessary for different hours of the day to ensure efficient management of the vehicles on-site and off-site.
12. Provide that signs will be posted at the entrances to the existing office building, and at all entrances to the site warning of the possibility of towing if tenants or patrons parking on adjacent properties or in excess of time limits set forth on-site.
13. Provide a contract with a local towing company in effect for the duration of the Construction Period.
14. Provide a list of incentives to tenants and patrons to utilize taxis, car-sharing services, Metrobus and carpooling.
15. Provide a commitment to distribute a contact name, email and phone number to adjacent property owners to field complaints or concerns during the Construction Period.
16. Provide for the opportunity to utilize the new parking garage that will be constructed on site to serve on-site parking needs.

Sources of data for this Parking Plan include parking occupancy counts conducted by Wells+Associates, Inc., design plans provided by Walter L. Phillips, Inc.; Atlantic Services Group, Inc.; Fairfax County; Benchmark Associates LP; and Winthrop Investment Group.

SITE LOCATION AND TAX MAP NUMBER

The subject office building, 6707 Old Dominion Road, is located west of Old Dominion Drive (Route 309), north of Lowell Avenue (Route 1837), and east of Emerson Avenue (Route 1811) in the Dranesville Magisterial District of Fairfax County as shown on Figure 1-1. The property is identified as 2021 Tax Map 30-2 ((9)) 73.





ATTACHMENT



NORTH

6707 Old Dominion Drive
Fairfax County, Virginia

Figure 1-1
Site Location



BACKGROUND INFORMATION

The referenced property consists of approximately 1.43 acres of land that was rezoned from the Highway Commercial District (C-8) to the Planned Residential Mixed-Use District (PRM) in order to permit a future mixed-used development with an overall Floor Area Ratio (FAR) of 1.99. The property is also zoned Highway Corridor Overlay (HC), Sign Control (SC), and is located within a Commercial Revitalization District (CRD).

The site is currently developed with an approximate 29,395 gross square feet (GSF) of office building with a surface parking. The existing office building is comprised of approximately 22,175 GSF of office uses and 6,347 GSF of retail uses, and 873 GSF of customer banking space. The Board's approval of RZ 2017-DR-026 on October 16, 2018 permits the construction of a new 44-unit multi-family residential building that would be approximately 94,700 GSF in size. The new building and its construction would displace the majority of the site's existing surface parking lot (± 111 spaces), but in turn would provide approximately 179 new garage spaces and 18 surface spaces to serve both the existing commercial and new residential uses on-site.

STUDY ASSUMPTIONS

At the time of preparing this Parking Plan, the COVID-19 global pandemic has required areas around the country to temporarily shut down businesses, issue stay at home recommendation/orders, create virtual learning for students, and overall created alternative practices in the way and manner daily business is conducted. In order for this Parking Plan to best represent worst case parking demand conditions at the time of construction, the plans outlined herein assumes "normalcy" has returned where behaviors have returned to pre-pandemic conditions.

CONSTRUCTION PERIOD

As noted previously, the construction period is anticipated to occur over a 12 to 18-month period. At 12-months, the subgrade parking garage associated with the new residential building will be operational while the remaining portion of the building is completed.

TRANSIT SERVICE

The subject study area is primarily served by Fairfax Connector 721 and Metrobus lines 23A/23T along Old Dominion Drive and Laughlin Avenue. Each bus route, Metrorail, and pedestrian facilities are summarized below:

[Fairfax Connector 721 – Chain Bridge Road-McLean](#). Fairfax Connector 721 provides weekday, Saturday, and Sunday service between the McLean Central Business District, the McLean

Metrorail Station, and Tysons Corner Center with stops along Chain Bridge Road. Weekday service (6:00 AM – 11:00 PM) provides 20-minute peak hour headways while Saturday (6:00 AM – 10:30 PM) and Sunday service (8:00 AM – 8:30 PM) provide 30-minute headways.

Metrobus Line 23A, T – McLean-Crystal City Line. Metrobus Line 23A, T provides weekday, Saturday, and Sunday service between Tysons Corner Center, the McLean Metrorail Station, McLean, Ballston-MU Metrorail Station, the Shirlington Transit Center, and the Crystal City Metrorail station with nearby bus stops along Old Dominion Drive and Chain Bridge Road. Weekday service (6:00 AM – 12 midnight) provides 25 to 30-minute peak hour headways while Saturday (6:00 AM – 12 midnight) and Sunday service (6:00 AM to 12 midnight) provide peak period headways that are typically 30 to 60 minutes.

Bus Stops. As shown Figure 1-2, the nearest bus stops are located at the following locations:

- A bus shelter serving MetroBus 23A/23T is located on west side of Old Dominion Drive between the Shell gasoline station driveways,
- A bus stop serving MetroBus 23A/23T and Fairfax Connector 721 is located on the southeast corner of the Old Dominion Drive/Corner Lane intersection (east side of Old Dominion Drive),
- A bus stop serving MetroBus 23A/23T is located on the southeast corner of the Old Dominion Drive/Whittier Avenue intersection (east side of Old Dominion Drive), and
- A bus stop serving Fairfax Connector 721 is located on the westside of the Laughlin Avenue/Lowell Avenue intersection

Local Transit Routes. The local transit routes serving the immediate area are shown on Figure 1-3. It should be noted that MetroBus 15K shown on Figure 1-3 no longer exists.

Metro Rail Service. The nearest Metrorail station to the subject site is the McLean Metrorail Station located approximately 1.75 miles to the west along Route 123 that serves as the easternmost station in Tysons. Phase I of the Silver Line provides Metrorail connections from the Wiehle-Reston East station to the west along on the Dulles Toll Road to the existing West Falls Church-VT/UVA Metrorail Station on the Orange line to the east. Phase I of the Silver Line includes five (5) stations with one (1) at Wiehle Avenue and four (4) serving Tysons. Ultimately, Phase II would provide a total of 11 new Metrorail stations along a 23.1-mile extension of Metrorail service extending from the existing Orange Line to Dulles International Airport and then beyond along the Dulles Greenway into Loudoun County, Virginia.

PEDESTRIAN FACILITIES

In the vicinity of the site, pedestrian facilities are located on both sides of Old Dominion Drive, Lowell Avenue, and Emerson Lane. The nearest striped pedestrian crosswalks across Old Dominion Drive to reach bus stops/uses on the east side of Old Dominion Drive are located to the north at Old Dominion Drive's signalized intersection with Chain Bridge Road and to the south at Old Dominion Drive's signalized intersection with Whittier Avenue. There are no striped crosswalks at the Old Dominion Drive/Lowell Avenue intersection.



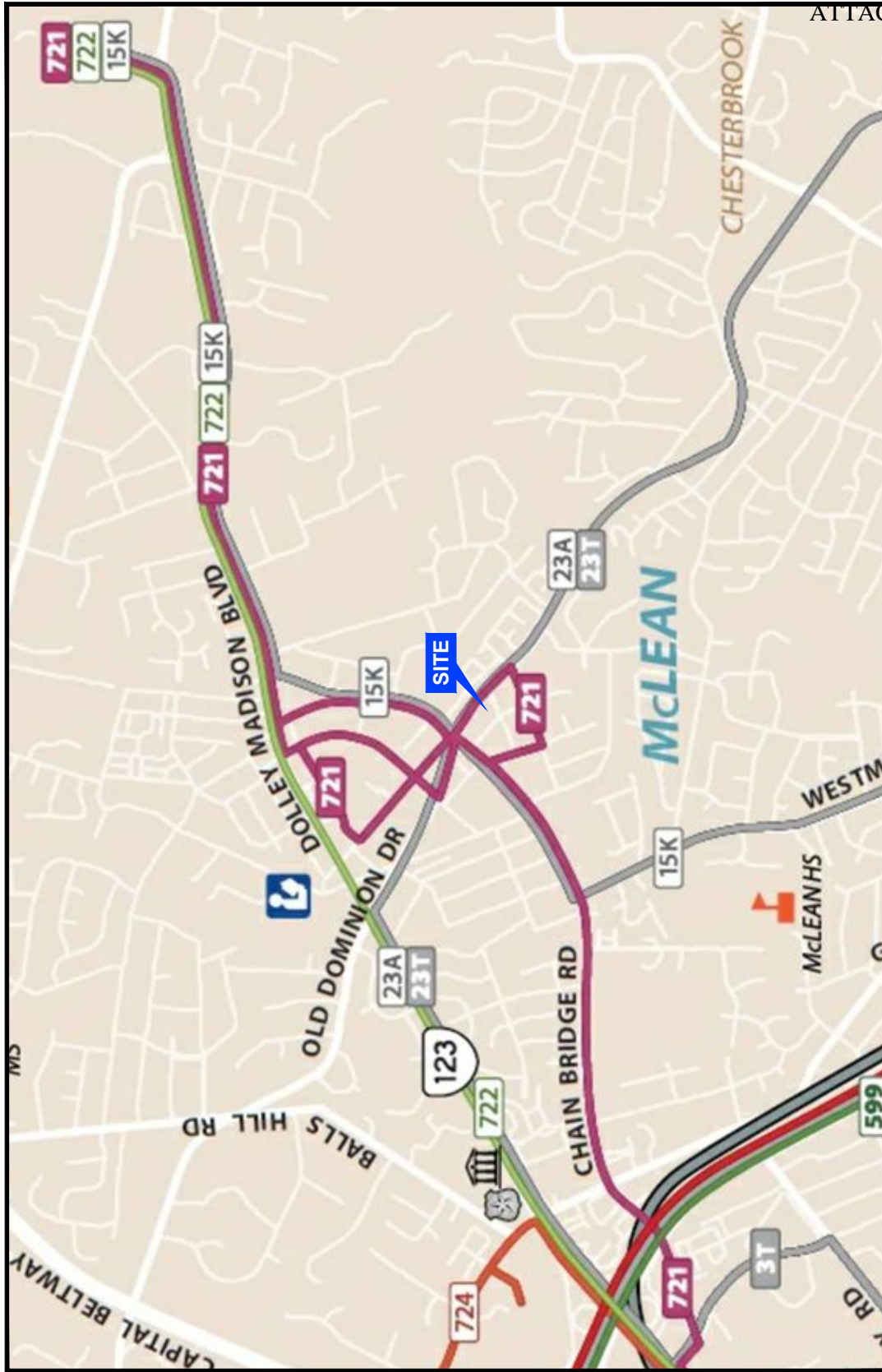
ATTACHMENT
NORTH

Fairfax Connector 721: Chain Bridge Road - McLean - Langley Route
 MetroBus 23A, 23T: McLean-Crystal City Line
 6707 Old Dominion Drive
 Fairfax County, Virginia

B Bus stop
S Bus stop with shelter
Bus route serving stop

Figure 1-2
 Transit Bus Stop Locations





ATTACHMENT
 NORTH
 6707 Old Dominion Drive
 Fairfax County, Virginia

*Note: Route 15K no longer in service

Figure 1-3
 Bus Stop Route Map



SECTION 2 FAIRFAX COUNTY PARKING REQUIREMENTS

As shown on Table 2-1, based on strict application of the minimum parking requirements set forth by Article 11 of the County's zoning ordinance, the existing office building that will remain in operation during construction would require a minimum of 111 parking spaces.

As shown on Table 2-1, the existing building's parking requirement is based on the following mix of commercial uses:

- Office Uses = ±22,175 GSF
- Financial Institution Retail Space = ±873 GSF
- Shopping Center Retail/Restaurant(s) < 5,000 GSF = ±6,347 GSF

Vacancies. As of May 2021, the office building is currently ±90 percent occupied with the remaining ±10 percent vacant space comprised of the following uses:

- Vacant Office Space = ±1,200 GSF
- Vacant Shopping Center/Restaurant (<5,000 GSF) = ±2,000 GSF

The vacant building area accounts for approximately 13 to 14 of the building's minimum required spaces.

For the purpose of this parking plan, the minimum required spaces during the site's construction period will be provided through a combination of on-site and off-site spaces and based on the full (100%) occupancy of the office building.

Table 2-1
 6707 Old Dominion Drive
 On-Site Zoning Ordinance Minimum Parking Requirements **(1) (2) (3) (4)**

Use	Amount (GFA)	ZO Minimum Parking Ratios	ZO Minimum Parking Requirement (spaces)
Office (Par. A, ≤ 50K GFA BUILDING AREA)	22,175	3.6 spaces/1,000 GFA	79.9
Financial Institution	873	4.0 spaces/1,000 GFA	3.5
Shopping Center (Par. A, ≤ 100K GFA BUILDING AREA)	6,347	4.3 spaces/1,000 GFA	27.3
Total	29,395		111

Note(s):

- (1) Parking tabulation uses obtained from the site's approved Conceptual/Final Development Plan (C/FDP) dated August 27, 2018.
- (2) Minimum required parking spaces based on strict application of Article 11 of Fairfax County's Zoning Ordinance (ZO).
- (3) ZO = Zoning Ordinance, Square Feet of Gross Floor Area = GFA
- (4) The shopping center calculation includes restaurant uses that are < 5,000 GFA including outdoor seats (up to 20 seats).

SECTION 3 PARKING UTILIZATION STUDY

OVERVIEW

As noted previously, the time when this Parking Plan was prepared was directly influenced by the atypical circumstances associated with the COVID-19 global pandemic. The original intention of the parking plan proffer was to collect current (new) parking demands to confirm on-site parking needs by the time of day. Given that collecting current parking demands in early 2021 would represent abnormally low parking demands associated with social distancing and stay at home recommendations, previous parking counts conducted in year 2018 as coordinated with Fairfax County's parking coordinator have served as the basis for this parking utilization study. Since the original submission of this parking plan and as discussed in more detail below, new parking demands counts were collected in September 2021.

ON-SITE PARKING OCCUPANCY MEASUREMENTS

At the time when this parking plan was being prepared for its May 20, 2021 submission, many of COVID-19 restrictions and protocols were still in place as vaccinations were just becoming available to the general public. As such, the original submission of the parking plan relied on pre-pandemic data collected in year 2018. To provide a more representative operation of the subject office building, a new parking occupancy count was recently collected in September 2021 to reflect area conditions approximately five (5) to six (6) months after vaccinations became more readily available and when public schools have returned to in-school learning.

Even though this assessment was originally based on data collected prior to the COVID-19 conditions, it was assumed that office buildings like the subject site could continue to realize alternative business practices and it would be reasonable to assume reduced parking demands ranging between 10 to 20 percent below pre-COVID-19 conditions. This was anticipated to be the case for at least the foreseeable future including the construction period for the subject property. As reflected in the parking summaries below, the current on-site parking demand confirmed what was previously assumed where on-site parking demands decreased by approximately 21 percent during the peak period of the day from what was measured in year 2018. The year 2018 and current 2021 on-site parking occupancy counts are summarized below (see Chart 3-1 and Chart 3-2 for March 15, 2018 and September 14, 2021, respectively):

Thursday, March 15, 2018. Parking occupancy counts were collected every 30-minutes on Thursday, March 15, 2018 from 6 AM to 8 PM. Measurements indicated a peak parking demand occurred at 12:30 PM during the lunch period when approximately 101 of 111 spaces were occupied. A secondary peak parking demand period occurred just before 12 noon and just after 1 PM when 75 to 78 spaces were occupied. The parking occupancy results are summarized on Chart 3-1. At the time the parking occupancy counts were collected in 2018, there were two (2) fast food restaurants in operation (Chipolte and Sweetgreen).



Chart 3-1: Parking Demand Counts
 6707 Old Dominion Drive Surface Lot Parking
 Thursday, March 15, 2018 (6:00 AM - 8:00 PM)

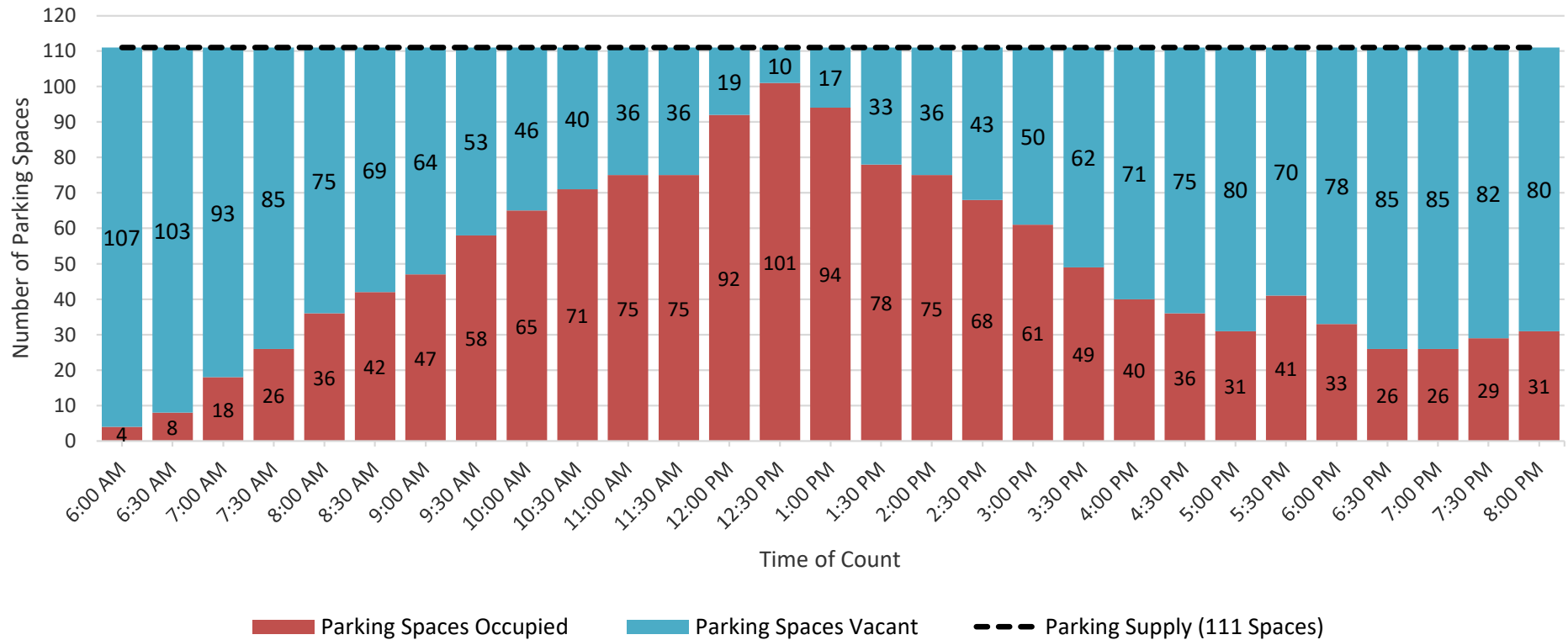
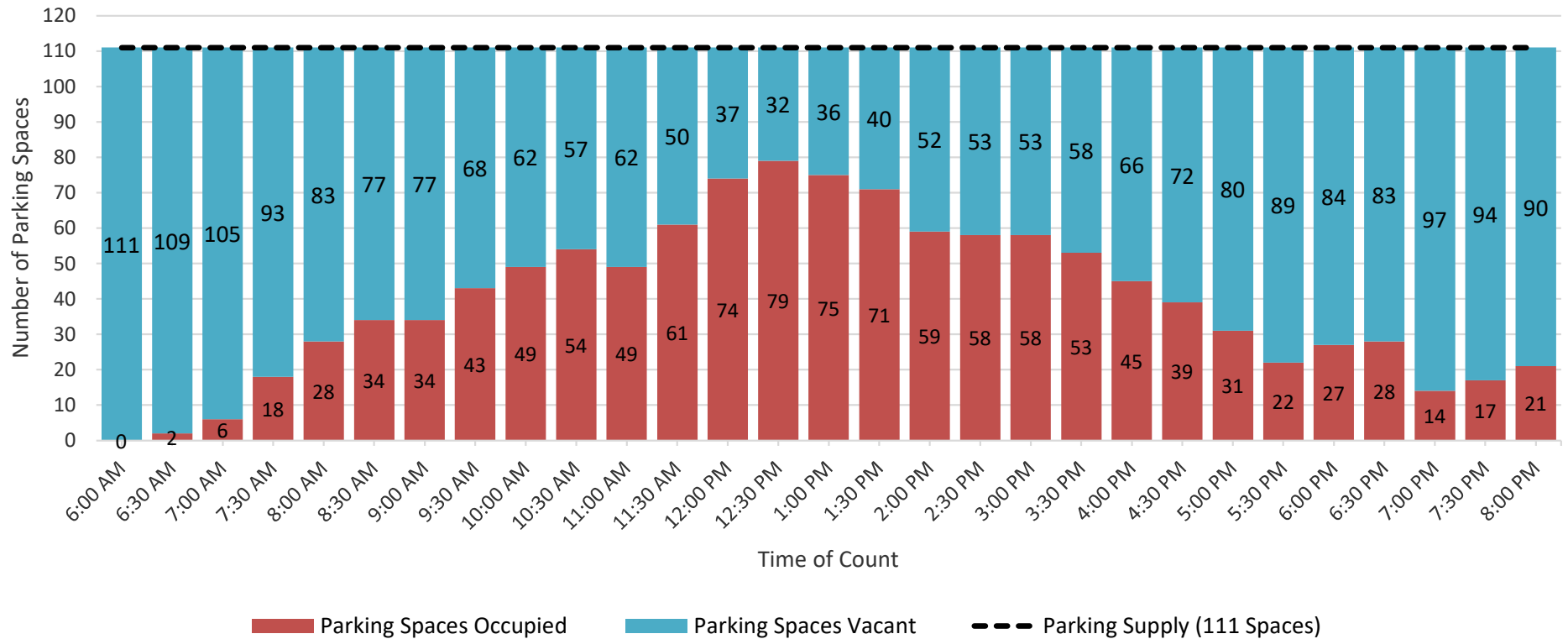


Chart 3-2: Parking Demand Counts
 6707 Old Dominion Drive Surface Lot Parking
 Tuesday, September 14, 2021 (6:00 AM - 8:00 PM)



Tuesday, September 14, 2021. Parking occupancy counts were collected again every 30-minutes on Tuesday, September 14, 2021 from 6 AM to 8 PM. Measurements indicated a peak parking demand again occurred at 12:30 PM during the lunch period when approximately 79 of 111 spaces were occupied. This represents 22 fewer vehicles than what was measured in 2018 or an approximate 21.8 percent reduction in the peak period parking demand. A secondary peak parking demand period occurred just before 12 noon and just after 1 PM when 61 to 71 spaces were occupied. In comparison to year 2018, this represents an 18.7 to 9.0 percent reduction in on-site parking demand, respectively. The parking occupancy results are summarized on Chart 3-2.

ON-SITE PEDESTRIAN SURVEYS

In order to capture the parking characteristics for the subject office building, pedestrian surveys were conducted on the same day as the year 2018 parking occupancy counts described above. Persons entering the office building at its entry points along all four sides of the buildings were asked the following questions:

- 1) the purpose of their visit
- 2) how long they were staying
- 3) how did they arrive
- 4) where did they park

Based on a review of 486 survey responses, it was previously concluded that approximately 50% of the occupied spaces (or ± 51 -53 spaces) at 12:30 PM (peak parking time) consisted of daily office employees who park on-site more than 4 hours per day. The remaining ± 50 spaces were occupied by patrons that parked less than 4 hours who were primarily patronizing the retail uses/bank/office uses or were patients associated with dental or other medical practices.

TENANT SURVEYS

In order to best inform the elements of the parking plan, building ownership began contacting existing office tenants in February 2021 to inform them of the upcoming construction period and surveyed them to better understand their typical operational needs. Based on the input received, the following key elements were recognized:

- 1) Employees and staff typically arrive as early as 6:15 AM and as late as 11:00 AM. Most employees arrive between 7:00 AM and 8:00 AM.
- 2) Employees and staff typically depart as early as 4:00 PM and as late as 11:00 PM. Most employees depart between 5:00 PM and 6:30 PM.

- 3) During the middle of the day, tenants generally indicated a seldom to occasional need for their vehicles. Certain tenants required a regular need for their vehicles to leave the office building for lunch, run errands, and/or for business appointments.
- 4) Nearly every tenant regularly receives clients, visitors, and/or customers on a daily basis that range from durations lasting only 15 minutes to multiple hours. Visitors to the site arrive as early as 8:00 AM and as late 10 PM. Peak times for short term visitors occurs between 11:00 AM and 2:00 PM.
- 5) Most tenants have regular or occasional clients/customers that require accessible parking needs or equivalent convenient access to the building's access points.
- 6) Other specific needs require convenient access to bank ATM machines and abundant access to convenient short-term parking.
- 7) Comments were also received concerning COVID-19 measures to assure safe conditions and points of contact if issues were to arise.

PARKING MANAGEMENT MATRIX

Table 3-1 below provides a matrix of parking management elements based on existing tenants, parking occupancy counts, and pedestrian surveys.

Table 3-1
 Construction Parking Summary Matrix

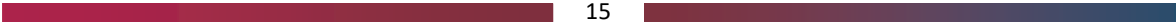
Users	Duration of Stay	Parking Management Options
Office Building Employees	4 to 8+ hours	- Off-site parking lot via valet service/shuttle/on-demand taxi service - Taxi service to/from home - Offer local trip taxi service during work day - Subsidize commuting costs
Medical Office Patients/Office Visitors	1 to 2 hours	- On-site valet service to nearby off-site parking spaces - Develop market research to determine viability of taxi service for patients/others
Retail Customers (food, bank, salon)	30 min. to 2 hours	- On-site valet service to nearby off-site parking spaces
Retail Customers (food, bank)	15 to 30 minutes	- On-site valet service to on-site or to nearby off-site parking spaces
Other (food, bank, drop-off/pick-up)	15 minutes or less	- On-site valet service to on-site parking spaces



PARKING UTILIZATION RESULTS:

Of the approximate 111 required spaces needed to serve the existing office building to remain, the data suggests the following:

- Approximately 50 to 60 spaces would need to serve office tenants that are on-site for four (4) or more hours a day and would require a long-term space.
- Approximately 50 to 60 spaces would need to serve short term users of the office building that range from visitors, patients, and customers oriented to the retail and/or restaurant uses. These users would be best served by either on-site or nearby parking spaces.



SECTION 4 OFFICE BUILDING PARKING SUPPLY DURING CONSTRUCTION

A. ON-SITE PARKING SUPPLY (± 24 to 32 SPACES)

As shown on Figure 4-1, the subject site would maintain up to 24 spaces permanently on-site during the temporary construction period with opportunities to increase the onsite supply to 32 spaces. The following types of spaces are listed below as shown on the on-site parking layout:

Permanent On-Site Parking (± 24 spaces)

- 14 standard spaces
- 1 standard accessible space
- 9 aisle spaces

Additional Intermittent On-Site Parking (± 8 spaces)

- 8 standard spaces

All the on-site spaces would be management by on-site parking attendants. A full-size plan sheet showing the temporary on-site parking supply is provided in **Appendix B**.

B. OFF-SITE PARKING SUPPLY TO MEET CODE PARKING REQUIREMENTS (± 140 SPACES)

To fully meet code parking requirements during construction, the subject site will lease a minimum of 140 off-site spaces using a combination of the three (3) off-site locations as shown on Figure 4-2. As shown on Figure 4-2, two off-site lots are located to the north of the subject site and the third is located to the south. These sites provide geographic choices and advantages depending on where site users are originating. Driving times were estimated using ArcGIS software which provides historical GIS recorded drive times during peak traffic periods that occurred prior to COVID-19.

Off-Site Parking Synopsis. Consistent with past off-site parking requests, opportunities for off-site parking to serve a temporary construction period included sharing parking spaces at complimentary sites and leasing nearby building space. For the Signet building in McLean (3728-PKS-002-1.1), a portion of off-site construction period parking was obtained through sharing parking at vacant office buildings located off of Old Meadow Lane and Westpark Drive in Tysons. Additionally, construction period parking was also obtained by leasing space from two (2) nearby office buildings. The leased office space at each location remained vacant in order to gain temporary use of its corresponding parking spaces.

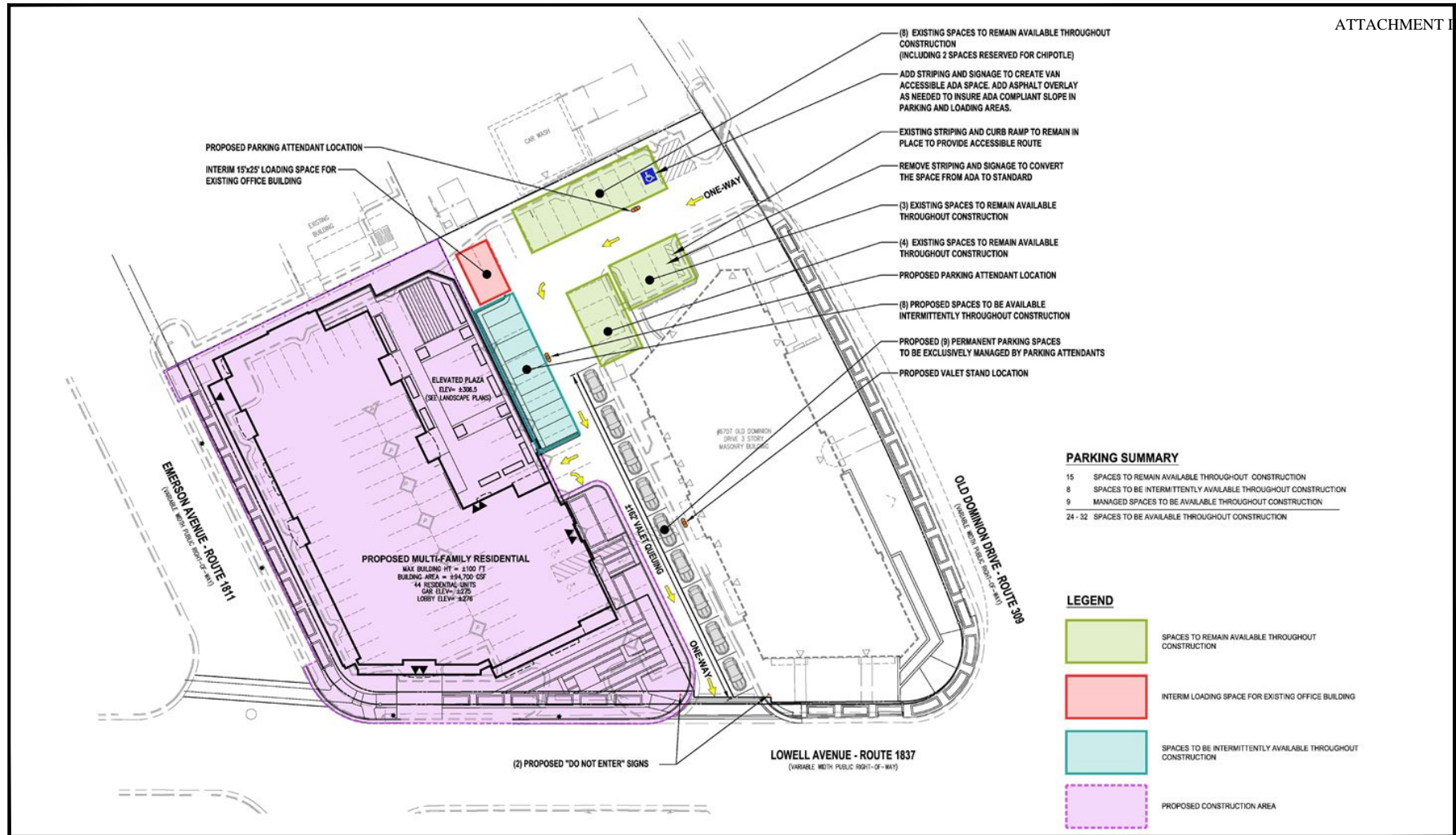


Figure 4-1
 Concept Plan/On-site Parking Location Layout

Source: Walter L. Phillips

NORTH
 6707 Old Dominion Drive
 Fairfax County, Virginia



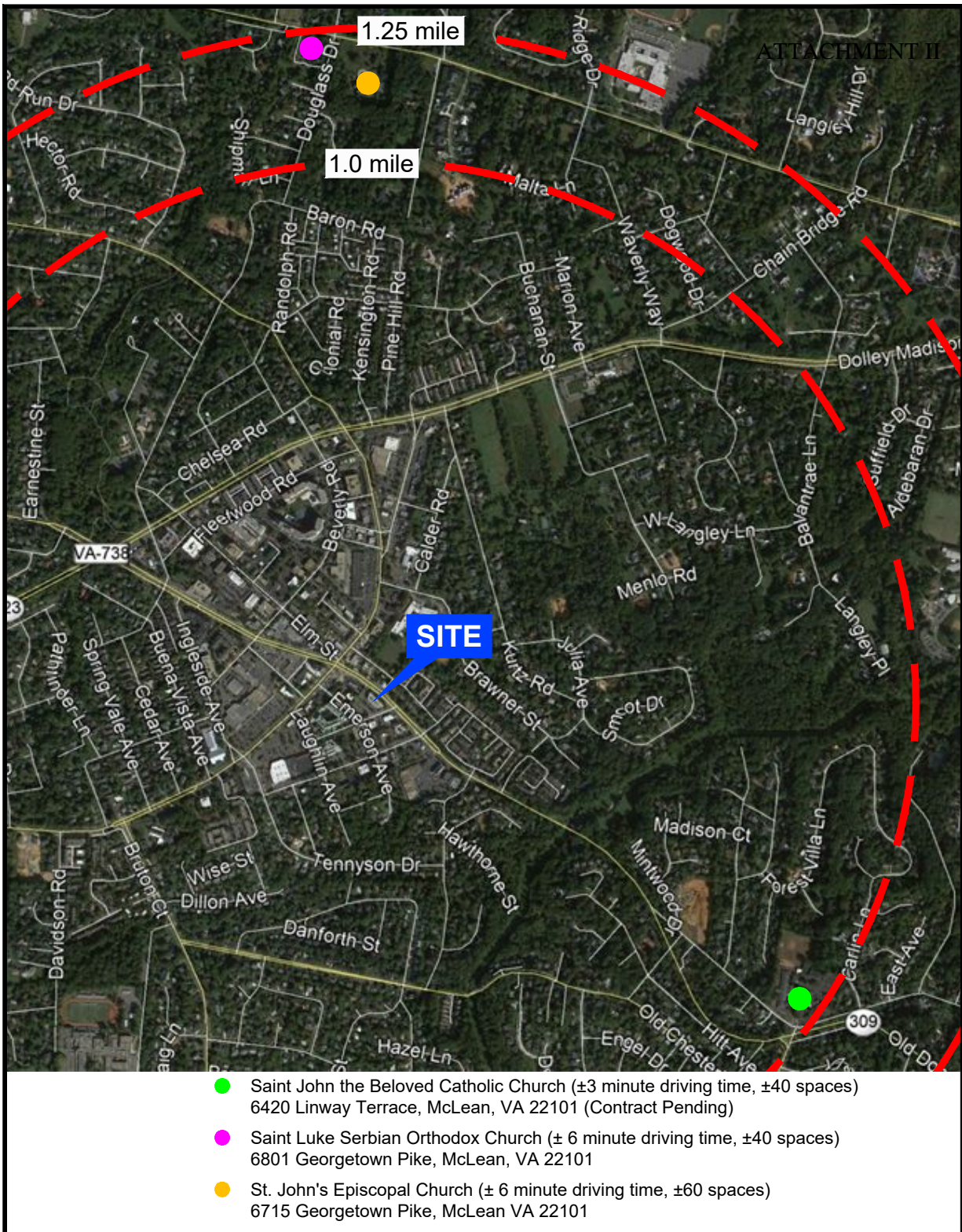


Figure 4-2
Off-site Ordinance Parking
Location Map



6707 Old Dominion Drive
Fairfax County, Virginia



As such and similar to past off-site parking requests, the subject off-site parking request is established through shared parking through leasing parking spaces at three (3) separate churches. The church uses provide an ideal source for off-site parking due to the complementary parking demands that serve office and church uses.

Shared Parking Concept. Shared parking is especially useful in cases such as the subject request where a single off-site church parking space may be used by office users during the weekdays/Saturday and then by church worshipers on Sunday. Because the office users and church sites experience a peak parking demand at different times of the week, the actual peak parking demand of both uses is less than if the peak parking demand of each land use was considered separately. For example, office uses will experience peak parking demands during the weekday midday hours while the selected churches experience peak demands on a Sunday morning/mid-day. Given the temporary circumstance of requested off-site shared parking opportunities, beyond presenting parking lease agreements with said churches, a formal shared parking agreement has not been necessary with previous off-site parking requests.

Each off-site church parking location is described below:

St. John's Episcopal Church (±60 spaces): St. John's Episcopal Church is located at 6715 Georgetown Pike [Tax Map 21-4 ((1)) 15] in the Dranesville Magisterial District. The site is developed with a place of worship with a surface parking lot. The site is parked as follows according to County records via 8575-MSP-003-1:

- Parking Required = 155 spaces (per Special Permit Condition #8 – C-1501)
- Parking Provided = 156 spaces

The 60 leased spaces from the church's 156 space parking supply would adequately serve both the church use and the subject office demands when considering the sum of the hourly parking demands for each use during the weekdays and weekends.

As summarized on Table 4-1, this site is located approximately 1.6 miles (driving distance) from 6707 Old Dominion Drive with an estimated one-way shuttle driving time of approximately six (6) minutes between sites. These spaces will be served by a regularly scheduled shuttle service.

A lease agreement contract with St. John's Episcopal Church permitting use of its spaces during the duration of the subject site's construction period is provided in **Appendix C**.

ATTACHMENT II

Table 4-1
6707 Old Dominion Drive
On/Off-Site Parking Summary

Parking Location	Name	Address	Tax Map Number	Parking Provided for Site (spaces)	Distance from Site	Notes																																											
PARKING TO MEET THE SITE'S ZONING ORDINANCE (CODE) MINIMUM PARKING REQUIREMENTS																																																	
ON-SITE: <i>Spaces Counted towards the Site's ZO Parking Requirements</i>	Site/Office Building	6707 Old Dominion Drive	30-2 ((9)) 73	14 standard spaces 1 standard accessible space 9 stacked/parking attendant spaces 24 on-site spaces to meet ZO requirement 8 additional intermittent spaces	0.0 Miles	All office tenants/staff will be offered the opportunity to park at the off-site church parking lots that will be served by a shuttle van. Every office user/visitor that arrives to the site by vehicle will be managed by on-site parking attendants who will either park vehicles on-site or to nearby off-site spaces. Office users may choose to self park using the nearby on-street spaces.																																											
	<table border="1"> <tr> <td rowspan="4">OFF-SITE REQUEST: <i>Spaces Counted towards the Site's ZO Parking Requirements</i></td> <td>St. John's Episcopal Church</td> <td>6715 Georgetown Pike</td> <td>21-4 ((1)) 15</td> <td>60 leased spaces</td> <td>±1.6 Miles</td> <td>Based on 8575-MSP-003-1: Parking Required = 155 spaces (per SP Condition #8 - C-1501) Parking Provided = 156 spaces</td> </tr> <tr> <td>Saint Luke Serbian Orthodox Church</td> <td>6801 Georgetown Pike</td> <td>21-4 ((1)) 13</td> <td>40 leased spaces</td> <td>±1.6 Miles</td> <td>Based on SP1621: Parking Required = 64 spaces Parking Provided = 81 spaces</td> </tr> <tr> <td>St. John the Beloved Catholic Church</td> <td>6420 Linway Terrace</td> <td>31-3 ((1)) 25B & C</td> <td>40 leased spaces</td> <td>±1.0 Miles</td> <td>Based on RZ 2003-DR-063 and SE 2003-SE-039: Parking Required = 220 spaces (=181 church spaces + 39 school spaces) Parking Provided = 266 spaces</td> </tr> <tr> <td colspan="3"></td> <td>140 off-site spaces to meet ZO requirement</td> <td></td> <td></td> </tr> <tr> <td colspan="4" style="text-align: right;">Total Required to Meet ZO Requirement</td> <td>111 spaces</td> <td rowspan="3" style="text-align: center;">0.0 - ±1.6 Miles</td> <td></td> </tr> <tr> <td colspan="4" style="text-align: right;">Total Provided to Meet ZO Requirement (On and Off-Site Spaces)</td> <td>164 spaces</td> <td></td> </tr> <tr> <td colspan="4" style="text-align: right;">Total Provided (On and Off-Site Spaces + On-Site Intermittent Spaces)</td> <td>172 spaces</td> <td></td> </tr> </table>						OFF-SITE REQUEST: <i>Spaces Counted towards the Site's ZO Parking Requirements</i>	St. John's Episcopal Church	6715 Georgetown Pike	21-4 ((1)) 15	60 leased spaces	±1.6 Miles	Based on 8575-MSP-003-1: Parking Required = 155 spaces (per SP Condition #8 - C-1501) Parking Provided = 156 spaces	Saint Luke Serbian Orthodox Church	6801 Georgetown Pike	21-4 ((1)) 13	40 leased spaces	±1.6 Miles	Based on SP1621: Parking Required = 64 spaces Parking Provided = 81 spaces	St. John the Beloved Catholic Church	6420 Linway Terrace	31-3 ((1)) 25B & C	40 leased spaces	±1.0 Miles	Based on RZ 2003-DR-063 and SE 2003-SE-039: Parking Required = 220 spaces (=181 church spaces + 39 school spaces) Parking Provided = 266 spaces				140 off-site spaces to meet ZO requirement			Total Required to Meet ZO Requirement				111 spaces	0.0 - ±1.6 Miles		Total Provided to Meet ZO Requirement (On and Off-Site Spaces)				164 spaces		Total Provided (On and Off-Site Spaces + On-Site Intermittent Spaces)				172 spaces
OFF-SITE REQUEST: <i>Spaces Counted towards the Site's ZO Parking Requirements</i>	St. John's Episcopal Church	6715 Georgetown Pike	21-4 ((1)) 15	60 leased spaces	±1.6 Miles	Based on 8575-MSP-003-1: Parking Required = 155 spaces (per SP Condition #8 - C-1501) Parking Provided = 156 spaces																																											
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	St. John the Beloved Catholic Church	6420 Linway Terrace	31-3 ((1)) 25B & C	40 leased spaces	±1.0 Miles	Based on RZ 2003-DR-063 and SE 2003-SE-039: Parking Required = 220 spaces (=181 church spaces + 39 school spaces) Parking Provided = 266 spaces																																											
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Total Provided (On and Off-Site Spaces + On-Site Intermittent Spaces)				172 spaces																																													
SUPPLEMENTAL OFF-SITE PARKING LOTS																																																	
OFF-SITE: <i>Not Counted Towards the Site's ZO Parking Requirements</i>	McLean Animal Health Center	6719 Lowell Avenue	30-2 ((9)) 46	2 leased spaces	±500 feet	Based on 9073-SP-01-A-3 Parking Required = 33 spaces Parking Provided = 35 spaces																																											
Total Supplemental Provided (Off-Site)				2 leased spaces	±500 feet																																												

St. Luke Serbian Eastern Orthodox Church (±40 spaces): St. Luke Serbian Eastern Orthodox Church is located at 6801 Georgetown Pike [Tax Map 21-4 ((1)) 13] in the Dranesville Magisterial District. The site is developed with a place of worship with a surface parking lot. The site is parked as follows according to County records via SP1621:

- Parking Required = 64 spaces
- Parking Provided = 81 spaces

The ±40 leased spaces from the church's 81 space parking supply would adequately serve both the church use and the subject office demands when considering the sum of the hourly parking demands for each use during the weekdays and weekends.

As summarized on Table 4-1, this site is also located approximately 1.6 miles (driving distance) from 6707 Old Dominion Drive with an estimated one-way shuttle driving time of approximately six (6) minutes between sites. These spaces will be served by a regularly scheduled shuttle service.

A lease agreement with St. Luke Serbian Eastern Orthodox Church permitting use of its spaces during the duration of the subject site's construction period is provided in **Appendix C**.

St. John the Beloved Catholic Church (±40 spaces): St. John the Beloved Catholic Church is located at 6420 Linway Terrace [Tax Map 31-3 ((1)) 25B & C] in the Dranesville Magisterial District. The site is developed with a place of worship, school, and a surface parking lot. The site is parked as follows according to County records via Cover Sheet/Boundary Information plan sheet associated with RZ 2003-DR-063 concurrent with SE 2003-SE-039:

- Parking Required = 220 spaces (=181 church spaces + 39 school spaces)
- Parking Provided = 266 spaces

The ±40 leased spaces from the church's 220 space parking supply would adequately serve both the church/school uses and the subject office demands when considering the sum of the hourly parking demands for each use during the weekdays and weekends.

As summarized on Table 4-1, this site is located approximately 1.0 mile (driving distance) from 6707 Old Dominion Drive with an estimated one-way shuttle driving time of approximately three (3) minutes between sites. These spaces would be served by a regularly scheduled shuttle service but could also be served by parking attendants.

A lease agreement with St. John the Beloved Catholic Church permitting use of its spaces during the duration of the subject site's construction period is provided in **Appendix C**.

C. OFF-SITE SUPPLEMENTAL PARKING SPACES TO SERVE PARKING DEMANDS (±2 spaces)

Beyond the site's minimum ordinance parking requirement of 111 spaces, a total of two (2) supplemental parking spaces will be provided by temporarily leasing excess parking spaces (excess spaces beyond Zoning Ordinances parking requirements) at the following location:

McLean Animal Health Center Building (±2 spaces): The McLean Animal Health Center Building is located at 6719 Lowell Avenue [Tax Map 30-2 ((9)) 46] in the Dranesville Magisterial District. The site is developed with an office building and surface parking lot and has agreed to temporarily lease five (2) of its parking spaces.

The site is parked as follows according to County records via 9073-SP-01-A-3:

- Parking Required = 33 spaces
- Parking Provided = 35 spaces

As summarized on Table 4-1 and shown on Figure 4-3, this site is located just within 500 feet of the subject site. Access to the supplemental spaces will be provided by a valet parking services for users arriving to 6707 Old Dominion Drive. A letter of intent with the McLean Animal Health Center permitting use of its spaces during the subject site's construction period is provided in **Appendix C**.

Additional Supplemental Parking Spaces: If Applicant able to secure additional off-site supplemental parking opportunities, staff will be notified and the parking plan will be updated accordingly. Consistent with past off-site parking approvals that were approved by the Board [e.g. Signet – McLean, #3728-PKS-002-1.1], opportunities may include leasing building space at off-site locations to have access to their corresponding required parking spaces on an interim basis. Additional background associated with the Signet's off-site parking plan and its provision to lease building space for parking is provided under the additional supporting information section at the end of this Plan.

D. PARKING OPERATIONS

Shuttle Service: A shuttle service will be available to serve all office tenants and their staff who choose to park at the off-site church parking lots. Incentives in the form of restaurant discounts and/or other benefit programs will be offered to encourage use of the off-site parking areas. For example, office users upon boarding the shuttle service could receive a voucher and/or punch card that could be used toward discounts at the on-site Chipotle, McLean Spa, and/or Hair Cuttery. Additional tenant surveys will be conducted at a time just prior to the commencement of construction in order to best establish a schedule that will efficiently take into consideration the number of users and pick-up times. Each church



Figure 4-3
Off-site Supplemental
Parking Location Map

A - Animal Health Center, 6719 Lowell Avenue
Leasing: 2 spaces



6707 Old Dominion Drive
Fairfax County, Virginia



location will have designated parking spaces for the off-site users and each participating user would be issued hang tags. The assigned hang tags may include electronic encrypted information similar to an EZPass device in order to identify user vehicles by waving a wand device over the hang tag. All persons using the off-site church lots would drive directly to their designated church parking area/space and not drive directly to the subject office building.

An on-demand service would also be provided for those times when tenants/staff may require shuttle service in the middle of the day to retrieve their vehicle. The shuttle service program will be programmed to provide flexibility as tenant/staff schedules may change over the course of the construction period. A point of contact will be provided to the office users to accommodate any required modification and/or improvements to the shuttle service plan.

On-Site Parking Attendants: The valet parking program will be facilitated by an experienced parking service that is accustomed to handling peak parking demands involving various user types. The on-site parking attendants will directly assist all users arriving to the site to efficiently locate them to on-site parking spaces and/or valet park their vehicles. These users will predominately include short-term retail customers, bank users, patients, and office visitors whose visit may last between 5 – 45+ minutes or 1 – 3+ hours. Vehicles that are parked by the parking attendants would either occur on-site or at the off-site “supplemental” areas. A staff of approximately three (3) to four (4) persons would serve the site from approximately 6 AM to 8 PM. The number of parking attendants and periods of operation would be modified to best address the overall parking needs for the site.

Arriving Vehicles. As site users arrive, their parking duration will be obtained and their vehicles will either be parked by attendants or directed to specific spaces on-site accordingly. For those vehicles that are parked by a parking attendant, a vehicle claim ticket will be issued to the driver that includes a contact number for the parking attendant service. The parking attendant may also request a contact number from the vehicle owner. Office users/visitors that require accessible needs will be directed to the staging spaces closest to the building’s front door.

If COVID-19 protocols are still in place where medical/dental patients are required to remain in their vehicle until such time they are called in, staging for those patients would likely occur at St. Johns the Beloved Catholic Church which is only one (1) mile away or a three (3) minute drive. Another option would be the nearby supplemental parking areas. Coordination with the medical/dental offices would be required so they can inform their patients to first drive to the pre-determined staging area and then call the medical office once they arrived. Once the medical office was ready to serve their patient, they would call the patient and direct them to drive to the site.

Retrieving Vehicles. As noted previously, a vehicle claim ticket will be provided to each vehicle owner with contact information that will allow users to contact the parking attendants via a phonecall or text message to notify them when they are ready to retrieve their vehicle.

Parking attendants will advise office users/visitors how much advance notice they might require to efficiently retrieve their vehicle so they can return vehicles in a timely manner with minimal to no wait time.

Additional Details. Any vehicle parked by a parking attendant after the valet service ends will have their car relocated to an on-site standard space with keys returned to the appropriate owners. All vehicles parked by parking attendants will have identifying tags/parking tickets differentiating them from other vehicles. The overall parking system will be managed as to prevent vehicles from queuing off-site into the public street system. A staging area for the parking attendants is shown on the temporary parking exhibit (see Figure 4-1 and **Appendix B** for full-size plan). A contract with a parking attendant parking service is included in **Appendix D**.

COVID-19 safety protocols directly associated with the parking attendant service are provided in the following section below.

E. COVID-19 MEASURES

It is optimistically anticipated that current worst-case impacts of COVID-19 will be mitigated by the time this parking plan is implemented, but in the interest of safety for all users utilizing and implementing a parking attendant program, the retained parking attendant parking service provides appropriate safety protocols as outlined in **Appendix E**.

SECTION 5 CONSTRUCTION PARKING PLAN

The terms and agreements with the project's general contractor will ensure and require all workers associated with the construction of the subject property to not park on the Property or on the immediate adjacent streets. Applicable elements of the contract are provided in **Appendix F**. The general contractor will provide a contact name, email and/or phone number to field complaints or concerns during the Construction Period.

SECTION 6 PARKING ENFORCEMENT AND POINT OF CONTACT

Signs will be posted at the entrances to the existing office building, and at all entrances to the site warning of the possibility of towing if tenants or patrons parking on adjacent properties or in excess of time limits set forth on-site. As such, a towing service contract is included in **Appendix G**.

A contact name, email and phone number will be provided to tenants and adjacent property owners to field complaints or concerns during the Construction Period.

Fairfax County Supervisor's Office – Point of Contact. In addition to the above, contact name, email and phone number will be provided to the Dranesville Magisterial District Supervisor's office to facilitate additional coordination and support.

SECTION 7 INCENTIVES TO REDUCE PARKING DEMANDS

The following are potential elements that would provide incentives to office users to reduce future parking demands during construction:

- 1) Uber Business credits to support mid-day errands
- 2) SmarTrip Cards
 - Each employee who commits to not drive to the building during construction and instead chooses to use Metrobus to commute to the site, will receive an Unlimited Ride SmarTrip card valued at \$99.00 per month and/or
 - A onetime disbursement of pre-loaded SmarTrip cards (\$20 - \$50) are distributed to each tenant space to encourage office users to try transit.

SECTION 8 DISSEMINATION OF PARKING INFORMATION

The property management team will distribute and broadcast parking information throughout the community to assure the functionality of the site. This can be done through a combination of information boards, as part of marketing campaigns, integrated into transportation demand measures, websites, email, and/or information packages, etc.

SECTION 9 ADDITIONAL SUPPORTING INFORMATION

A summary of additional supporting information including parking counts and survey information is included in **Appendix H**. The Board conditions associated with the previously discussed Signet – Off-Site parking request (3728-PKS-002-1.1) is also included in **Appendix H**.

CONCLUSIONS

As with any parking plan, information, communication and enforcement will be required to assure success. We trust that this construction period parking plan outlines the necessary components to address tenant needs to adequately serve the office building located at 6707 Old Dominion Drive. Through the use of off-site church parking lots to serve all day office users and the on-site parking attendant system that will serve short-term users/visitors either on-site or to the supplemental off-site parking areas; all the office users would be served by the following temporary parking supply:

Off-Site Parking Supply to Meet Code Parking Requirements:

- St. John’s Episcopal Church = 60 spaces
- St. Luke Serbian Eastern Orthodox Church = 40 spaces
- St. John the Beloved Catholic Church = 40 spaces
- Total = 140 spaces**

On-Site Parking Supply:

- Standard spaces = 15 spaces
- Aisle spaces = 9 spaces
- Subtotal = 24 spaces
- *Additional Intermittent Spaces* = 8 spaces
- Total = 24 – 32 spaces**

Off-Site Supplemental Parking Spaces:

- McLean Animal Health Center Building = 2 spaces
- Total = 2 spaces**

Overall Total Parking Supply = 166 – 174 spaces





APPENDIX A
Approved Proffers



County of Fairfax, Virginia

ATTACHMENT II

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

October 17, 2018

Lori R. Greenlief
McGuireWoods, LLP
1750 Tysons Boulevard, Suite 1800
Tysons, Virginia 22102

RE: Rezoning Application RZ 2017-DR-026

Dear Ms. Greenlief:

Enclosed you will find a copy of an Ordinance adopted by the Board of Supervisors at a regular meeting held on October 16, 2018, granting Rezoning Application RZ 2017-DR-026 in the name of Benchmark Associates, L.P. The Board's action rezones certain property in the Dranesville District from the C-8, CRD, SC and HC Districts to the PRM, CRD, SC and HC Districts to permit mixed-used development with an overall Floor Area Ratio (FAR) of 1.99, waiver of minimum district size requirement and approval of the conceptual development plan subject to the proffers dated October 5, 2018. The subject property is located in the W. quadrant of Old Dominion Drive and Lowell Avenue, on approximately 1.43 acres of land, Tax Map 30-2 ((9)) 73.

The Board also:

- Waived Paragraph 1 of Section 6-407 of the Zoning Ordinance (ZO) to allow a district size of less than two acres in the PRM District
- Modified Section 11-201 and 11-203 of the ZO to permit a reduction in the required number of loading spaces to that shown on the CDP/FDP
- Modified Section 17-201 of the ZO to permit the walkways shown on the CDP and FDP in place of any trails shown for the subject property on the Comprehensive Plan

Sincerely,

Catherine A. Chianese
Clerk to the Board of Supervisors

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
<http://www.fairfaxcounty.gov/bosclerk>

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ATTACHMENT II

Cc: Supervisor John M. Foust, Dranesville District
Tracy D. Strunk, Director, Zoning Evaluation Division, Dept of Planning and Zoning
Howard Goodie, Director, Real Estate Division, Dept. of Tax Administration
Mavis Stanfield, Deputy Zoning Administrator, Dept. of Planning and Zoning
Thomas Conry, Dept. Manager – GIS - Mapping/Overlay
Jeff Hermann, Section Chief, Transportation Planning Division
Andrea Dorlester, Park Planning Branch Manager, FCPA
Abdi Hamud, Development Officer, DHCD/Design Development Division
Jill Cooper, Executive Director, Planning Commission
Jessica Gillis, Coordinator, Facilities Planning, Fairfax County Public Schools
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at Fairfax, Virginia, on October 16, 2018 the following ordinance was adopted:

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
PROPOSAL NUMBER RZ 2017-DR-026**

WHEREAS, Benchmark Associates, L.P. filed in the proper form an application requesting the zoning of a certain parcel of land herein after described, from the C-8, CRD, SC and HC Districts to the PRM, CRD, SC and HC Districts,

WHEREAS, at a duly called public hearing the Planning Commission considered the application and the propriety of amending the Zoning Ordinance in accordance therewith, and thereafter did submit to this Board its recommendation, and

WHEREAS, this Board has today held a duly called public hearing and after due consideration of the reports, recommendation, testimony and facts pertinent to the proposed amendment, the Board is of the opinion that the Ordinance should be amended,

NOW, THEREFORE, BE IT ORDAINED, that that certain parcel of land situated in the Dranesville District, and more particularly described as follows (see attached legal description):

Be and hereby is, zoned to the PRM, CRD, SC and HC Districts and said property is subject to the use regulations of said PRM, CRD, SC and HC Districts and further restricted by the conditions proffered and accepted pursuant to Virginia Code Ann., §15.2-2303(a), which conditions are in addition to the Zoning Ordinance regulations applicable to said parcel, and

BE IT FURTHER ENACTED, that the boundaries of the Zoning Map heretofore adopted as a part of the Zoning Ordinance be, and they hereby are, amended in accordance with this enactment, and that said zoning map shall annotate and incorporate by reference the additional conditions governing said parcel.

GIVEN under my hand this October 16, 2018.



Catherine A. Chianese
Clerk to the Board of Supervisors

**Proffered Conditions
Benchmark Associates, LP
RZ 2017-DR-026
December 4, 2017
February 1, 2018
May 1, 2018
June 6, 2018
July 9, 2018
August 15, 2018
September 11, 2018
October 2, 2018
October 3, 2018
October 5, 2018**

**ATTACHMENT II
RECEIVED
Department of Planning & Zoning**

OCT 05 2018

Zoning Evaluation Division

Pursuant to Section 15.2-2303(A), Code of Virginia, 1950 as amended, the undersigned Applicant, in this rezoning proffer that the development of the parcels under consideration and shown on the Fairfax County Tax Map as Tax Map References 30-2((9))73 (hereinafter referred to as the "Property") will be in accordance with the following conditions (the "Proffered Conditions"), if and only if, said rezoning request for the PRM Zoning District is granted. In the event said rezoning request is denied, these Proffered Conditions will be null and void. The Owner/Applicant, for themselves, their successors and assigns hereby agree that these Proffered Conditions will be binding on the future development of the Property unless modified, waived or rescinded in the future by the Board of Supervisors of Fairfax County, Virginia, (hereinafter referred to as the "Board") in accordance with applicable County and State statutory procedures. The Proffered Conditions are:

I. GENERAL

1. Substantial Conformance. Subject to the provisions of Section 18-204 of the Fairfax County Zoning Ordinance (hereinafter referred to as the "Zoning Ordinance"), development of the Property will be in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), prepared by Walter Phillips Inc., dated July 19, 2017, revised through August 27, 2018.
2. Principal and Secondary Uses. The Applicant will be permitted to develop the Property up to a 1.99 FAR. The principal uses on the Property will be multifamily residential dwellings, as identified on the CDP/FDP. Secondary uses will consist of those uses permitted per Section 6-403 of the Zoning Ordinance with the exception of:
 - Vehicle sale, rental and ancillary service establishments
 - Billiard and pool halls
 - Commercial swimming pools, tennis courts and similar courts
 - Indoor archery ranges, fencing and other similar indoor recreational uses
 - Skating Facilities
 - Hotels, Motels
 - Kennels
 - Congregate Living Facilities

- Theater
 - Bus or Railroad Station
 - Electrically-powered regional rail transit facilities
 - Regional non-rail transit facilities
 - Vehicle transportation service establishments
 - Single-family attached dwellings
 - Light public utility uses
 - Commercial off-street parking
 - Commercial recreation restaurant.
3. Elements of the CDP/Elements of the FDP. Notwithstanding the fact that the CDP and FDP are presented on the same plan, the elements that are components of the CDP are limited to the points of perimeter access, the internal circulation, the maximum number and type of dwelling units, the maximum square footage, the maximum building heights, the minimum percentage and general location of open space, the location of the limits of clearing and grading, the setbacks from peripheral lot lines and the general location of buildings and only a future amendment to such elements will require a Conceptual Development Plan amendment (CDPA) or a Proffered Condition Amendment (PCA). The Applicant reserves the right to request a Final Development Plan Amendment for elements other than CDP elements listed above from the Planning Commission for all or a portion of the FDP in accordance with Section 16-402 of the Ordinance if such amendment is in accordance with these Proffers as determined by the Fairfax County Zoning Administrator. Additionally, any portion of the Property may be the subject of a CDPA, PCA, Rezoning, Special Exception (“SE”), Special Exception Amendment (“SEA”), Comprehensive Sign Plan, Special Permit (“SP”), Variance or other zoning action without the joinder and/or consent of the owner(s) of the other land area(s), provided that such application complies with Paragraph 6 of Section 18-204 of the Zoning Ordinance and Section 15.2-2302 of the Code of Virginia, as applicable. Previously approved proffered conditions or development conditions applicable to a particular portion of the Property that is not the subject of such future application will remain in full force and effect.
4. Minor Modifications. Pursuant to Paragraph 4 of Section 16-403 of the Zoning Ordinance, minor modifications to the CDP/FDP, such as, but not limited to locations of utilities, landscaping, minor adjustments of property lines and the general location of dwellings and driveways on the proposed lots may be permitted when it is determined by the Zoning Administrator that such modifications are in substantial conformance with the CDP/FDP and provided that the modifications do not increase the total number of dwelling units, increase the height of the buildings or height of any above-grade parking within the residential building or reduce the amount of structured parking, decrease the amount character or quality of open space, or distances to peripheral lot lines, change the points of access to the Property, or alter the limits of clearing and grading as shown on the CDP/FDP.
5. Establishment of Property Owners/Condominium Association. Prior to plat recordation, the Applicant/Owner will provide the Department of Land Development Services (LDS)

with documentation that the Owner/Applicant has complied with the requirements of Sect. 2-700 of the Zoning Ordinance regarding the establishment of a legal entity under the laws of Virginia for the ownership, care and maintenance of all common lands and elements. Specifically, the Owner/Applicant will establish a unit owners association for the condominium units and an umbrella community association whose membership includes both the residential and the office building. The purpose of the umbrella association will be, among other things, to establish the necessary covenants governing the use and operation of any common open space and other facilities and to provide a mechanism for ensuring the ability to complete the maintenance obligations and other provisions noted in these Proffer Conditions for such elements as private streets, open space and its associated elements, and any privately held and maintained stormwater management facilities.

6. Dedication of open space/common features. At the time of record plat recordation, the open space and common features will be dedicated to the applicable entity described in Proffer 5.
7. Disclosure. Prior to entering into a contract of sale, all prospective purchasers in the multi-family building will be notified in writing by the Applicant of the maintenance responsibility for alleys, surface parking and loading areas, dumpster areas, walkways, common area landscaping, stormwater management facilities, and open space amenities, and will acknowledge receipt of this information in writing.
8. Public Open Space. Publicly accessible open space will be provided in the general area identified on the CDP/FDP and will be maintained by the applicable entity described in Proffer 5. The public open space shown on the CDP/FDP, while retained in private ownership, will be subject to a public access easement which will reserve to the applicable entity the right to establish reasonable rules and regulations pertaining to hours of public access, uses, maintenance and repairs.
9. Architectural Design. The architectural design of the multifamily building will be in conformance with the bulk, mass and type and quality of materials and elevations shown on the CDP/FDP. Specifically, the setbacks, balcony modulations and the maximum height of 90 feet at the corner of Emerson Avenue and Lowell Avenue, as shown on Sheets A.07, A.08 and A.09 of the CDP/FDP, will be employed in the building's architecture. Notwithstanding that shown in the Zoning Tabulations chart on the Cover Sheet of the CDP/FDP, the multifamily building height, as defined by the Zoning Ordinance, will be no more than 90 feet. The primary building materials, exclusive of trim and windows will be brick, stone, cementitious siding, cementitious panels, stucco, shingles or other similar materials. The Applicant reserves the right to adjust the architectural design details of the residential building, including but not limited to, the building materials, articulation, and fenestration, as part of the final architectural design and engineering without requiring approvals of the PCA or FDPA provided (a) the maximum building height is not increased, (b) the minimum open space is not decreased, and (c) the quality of the architectural design and the quality of the building materials

remain in general conformance with that shown on the CDP/FDP, as ^{ATTACHMENT II} determined by the Zoning Administrator.

10. Screening of Rooftop Mechanical Equipment. The Applicant will screen and/or set back sufficiently from the perimeter of the roof any rooftop mechanical/HVAC equipment on the residential building so that such equipment is generally not visible from the surrounding streets or the residential units within the Palladium.
11. Public Art. The Applicant will provide a piece of public art within the publically accessible open space along Lowell Avenue not to exceed a cost of \$50,000. The Applicant will coordinate with the McLean Planning Committee and the McLean Project for the Arts for recommendations, suggestions and input with regard to the selection of the piece. The public art will not be located within the right-of-way of Lowell Avenue, will not block the public sidewalk and will be maintained by the entity described in Proffer 5.
12. Construction Hours. Any outdoor construction activity will comply with Chapter 4 of the Code of the County of Fairfax (the "Code"). All employees and subcontractors will be notified of the hours of operation stipulated in the Code and will ensure that the hours of operation are respected by all employee and subcontractors. The construction hours and the telephone number of the site superintendent that will be present on-site during construction will be posted on site in both English and Spanish.
13. Pre-Construction Meeting. Prior to the commencement of construction, the Applicant will hold a meeting and will invite the President and Vice President of the Palladium Condominium Owners Association as well as other abutting commercial property owners and the tenants on the Property to provide information regarding planned construction activities for the Proposed Development. The Dranesville District Supervisor's Office will also be informed of the date and time of this meeting. The information shall include: (a) the anticipated phasing of construction, (b) a preliminary schedule for each phase of construction, (c) a preliminary plan for the routing of construction trucks, and (d) planned measures to minimize off-site dirt and debris in accordance with applicable law. In addition, the Applicant shall provide the name, email address, and telephone number of a contact person responsible for managing construction activities on the Property to the Dranesville District Supervisor prior to the commencement of construction.
14. Signage. Signage for the Property will be provided in accordance with the requirements of Article 12 of the Zoning Ordinance. The Applicant reserves the right to file a Comprehensive Sign Plan at a later time in accordance with Sect. 12-210 of the Zoning Ordinance.
15. Hours. Trash pick-up, outdoor truck loading and unloading on the Property will be limited to the hours of 8:00 am – 5:00 pm (Monday through Friday) and 9:00 am – 5:00 pm (Saturday and Sunday).

16. Communication Committee. To ensure that there is a forum for ^{ATTACHMENT.II} on-going discussion during the Construction Period, which is defined by Proffer 20, the Applicant will form a Communications Committee and invite the President and Vice President of the Palladium Condominium Owners Association, the tenants on the Property, as well as the other abutting commercial property owners to be a part of the Committee. The Committee will meet periodically, on a schedule to be determined by Committee members during the Construction Period. The Dranesville District Supervisor's office will be informed of the schedule for these meetings.
17. Garage Windows. The windows at the 1st and 2nd floor levels of the garage will be covered with opaque spandrel glass to prevent light spill from within the garage. Architectural screening will be installed at the 3rd floor of the garage allowing a diffusion of light and creating a soft glow at the window openings. Crash walls, light screening and diffusers will be implemented within the garage to prevent direct glare outside of the garage from car headlights inside of the garage.
18. Streetscape. The streetscape elements along Emerson Avenue, Lowell Avenue, and Old Dominion Drive, as shown on the CDP/FDP, will be implemented by the Applicant concurrently with the construction of the multi-family building.

II. TRANSPORTATION

19. Bicycle Parking. The Applicant will provide areas for long-term parking (defined as more than 2 hours) and short-term (defined as less than 2 hours) bicycle parking for the multifamily building and for the commercial building. The existing bike rack in front of the commercial building, which can accommodate 10 bikes, will be maintained to satisfy the short-term bicycle parking requirement for both the multi-family and the commercial building. The long-term storage will be based upon a rate of 1 space for every 10 multifamily dwelling units. The long-term storage for the commercial building will be based on one space per 25,000 square feet or portion thereof for retail uses and one space per 10,000 square feet or portion thereof for office uses. The final location and style of the long-term bicycle parking/storage spaces and racks will be determined in consultation with the Fairfax County Department of Transportation Bicycle Coordinator or his/her designee prior to site plan approval the multifamily building.
20. Parking Plan. Prior to approval of the site plan, the Applicant will submit a Parking Plan to Land Development Services for review and approval by the Board of Supervisors. If approved by the Board of Supervisors, the Applicant will implement the parking plan for the time period beginning with the approval and issuance of the Land Disturbance Permit and ending with County's approval to utilize the proposed garage, or portion thereof, to meet the minimum parking requirements onsite for the existing commercial building (the "Construction Period") subject to any conditions imposed by the Board of Supervisors. It is noted that if the County does not approve the use of the garage prior to the issuance of the first residential use permit, then the Construction Period will end with the issuance of that residential use permit. The Parking Plan will provide the required number of parking

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spaces for the existing uses as set forth by Article 11 of the Zoning Ordinance in a combination of on-site and/or off-site parking spaces which may include tandem and/or vehicle lift structures for the stacking and parking of vehicles as may be approved by the Board of Supervisors. The Applicant may seek a parking reduction from the Board of Supervisors if so justified by the unique characteristics of the site as established by the parking utilization study and/or provision of equivalent spaces through the Board of Supervisors' approved use of tandem or vehicle lift structures as part of the Parking Plan. The final elements of the parking plan are subject to the Board of Supervisors' approval and may include, but will not be limited to, a combination of the following parking management strategies:

- A parking utilization study to confirm current on-site parking needs by time of day, together with a parking study indicating all current uses on site and the corresponding parking requirements per the Zoning Ordinance. The results of the parking utilization study will be used in determining the number and location of spaces needed during construction period in addition to determining the Zoning Ordinance requirements for parking.
- Exhibits indicating number and location of on-site spaces which will be available for use on-site during each phase of construction. These exhibits will also indicate how the site will comply with the American with Disabilities Act (ADA) Virginia Uniform Statewide Building Code.
- Compliance with the County's on-site loading space requirements for the existing commercial building, unless waived or modified by the Board of Supervisors.
- Letters of intent which indicate that the Applicant has the right to use off-site parking spaces which, in combination with the spaces maintained on-site, will be sufficient to meet the parking requirements stipulated in the Zoning Ordinance for the uses on site.
- A map with radius and exact locations of off-site parking spaces with the hours of their availability which will be used to demonstrate the general walkability of certain off-site locations. Off-site parking spaces not served by parking attendants or shuttle/taxi service must generally be within a 500 foot walking path from the building entrance.
- A program to ensure that all construction workers, tradesmen, contractors, sub-contractors and any others associated with construction work on the Property do not park on the Property or on the immediately adjacent public streets but rather utilize a pre-determined and approved offsite location at all times with the exception of parking on a short term basis on the street frontages directly adjacent to the Property to facilitate the construction activities such as drop off or pick up of materials, tools, etc. If necessary, a shuttle will be provided to coordinate shift changes to and from the off-site parking area.
- Demonstration of a contract with a parking attendant/valet company in effect for the duration of the Construction Period. The parking plan will include the number of attendants necessary for different hours of the day to ensure efficient management of vehicles on-site and off-site.
- The requirement to post signs at the entrances to the existing office building, and at all entrances to the site warning of the possibility of towing if tenants or patrons park on adjacent properties.

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- Demonstration of a contract with a local towing company in effect for the duration of the Construction Period.
 - A list of incentives to tenants and patrons to utilize taxis, car-sharing services, Metrobus and carpooling.
 - Utilization of the partial or full garage, as soon as feasible, for construction worker parking and cars parked by the valet service.
 - A commitment to apply for a separate Non-Residential Use Permit for the garage to enable parking by tenants and visitors, as soon as feasible.
 - A commitment to distribute a contact name, email and phone number to adjacent property owners to field complaints or concerns during the Construction Period.
21. Construction Trucks. The Applicant will prepare a plan for the routing of construction trucks, in accordance with applicable law, will provide such plan to the property owners and/or property owners associations in the immediate vicinity of the Property prior to the commencement of construction and will include such plan as part of the site plan. The Applicant will inform all contractors and subcontractors of the plan for the, routing of construction trucks and signs identifying such construction truck routes will be posted at all construction entrances on the Property.
22. TransitScreen. The Applicant will install and maintain a TransitScreen or other similar brand of real time transit information technology in the lobby or outside entrance way of the office building to keep tenants and visitors informed of all available transportation choices and to provide real time transportation updates.

III. ENVIRONMENTAL

23. Green Building Practices. The Applicant will select one of the following programs to be implemented and will inform the Environment and Development Review Branch (EDRB) of the Department of Planning and Zoning which program has been chosen as part of the first site plan submission:
- Earthcraft. Certification of the residential building in accordance with the EarthCraft House Multifamily Program as demonstrated through documentation provided to EDRB prior to the issuance of the RUP for each dwelling unit.
 - 2015 National Green Building Standard (NGBS). Bronze Level Certification in accordance with 2015 NGBS using the ENERGY STAR® Qualified Homes path for energy performance as demonstrated through documentation submitted to EDRB from a Verifier certified through the Home Innovation Research Labs, that demonstrates that the dwelling unit has attained such Bronze Level certification prior to the issuance of the residential use permit (RUP) for each dwelling unit/building. To use an energy path other than ENERGY STAR, the dwelling unit must provide both the above reference certification documentation and additional documentation demonstrating equivalent or greater energy performance to the ENERGY STAR standard prior to the issuance of the RUP for each dwelling unit/building.

ATTACHMENT II

24. Landscaping. A landscape plan that shows, at a minimum, landscaping in conformance with the landscape design shown on the CDP/FDP will be submitted concurrently with the first submission, and all subsequent submissions of the site plan for review and approval by Urban Forest Management Division (UFMD), Department of Public Works and Environmental Services (DPWES). The Applicant will provide maintenance and replacement of landscaping, as necessary, until final Bond release, at which point the maintenance of all landscaping on the Property will be the responsibility of the applicable entity described in Proffer 5.

Landscaping will be generally consistent with the quality, quantity and the locations shown on the CDP/FDP and will be non-invasive, predominantly native species and improved cultivars. At the time of planting, the minimum caliper for deciduous trees will be two (2) inches to two and one-half (2.5) inches and the minimum height for evergreen trees will be six (6) feet. Actual types and species of vegetation will be determined pursuant to more detailed landscape plans approved by Urban Forestry Management Division (UFMD) at the time of site plan approval. The Applicant or Owner reserves the right to make minor modifications to such landscaping to reasonably accommodate utilities and other design considerations, as approved by UFMD, provided such relocated landscaping will retain a generally equivalent number of plantings as shown on the approved CDP/FDP.

25. Limits of Clearing and Grading. The Applicant will conform strictly to the limits of clearing and grading as shown on the CDP/FDP, subject to allowances specified in the proffers and for the installation of utilities and/or trails as determined necessary by the Director of DPWES, as described herein. If it is determined necessary to install utilities and/or trails/sidewalks in areas protected by the limits of clearing and grading as shown on the CDP/FDP, they will be located in the least disruptive manner necessary as determined by the UFMD, DPWES. A replanting plan will be developed and implemented, subject to approval by the UFMD, DPWES, for any areas protected by the limits of clearing and grading that must be disturbed for such utilities or trails/sidewalks.
26. Pre-Installation Meeting. Prior to the installation of plants to meet requirements of the approved landscape plan, the Applicant will coordinate a pre-installation meeting on site with the landscape contractor and a representative of UFMD. Any proposed changes to the location of plantings, size of trees/shrubs, and any proposed plant substitutions for species specified on the approved plan will 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 prior to bond release. UFMD will be contacted a minimum of three (3) days prior to the meeting on site.
27. Stormwater Management Facilities and Best Management Practices Stormwater management (SWM) will be provided as generally depicted on the CDP/FDP and as approved by LDS. The requirements for maintaining non-County maintained SWM improvements will be in a standard maintenance agreement between the County and the Applicant, its successor and assigns. This agreement will be recorded in the County land

records and run with the land. Should future County policy permit all or part of the SWM facilities on the Property to be eligible for County Maintenance, then the Applicant or the successor association pursuant to Proffer 5 may request County maintenance for eligible facilities.

28. Private Outdoor Amenity Area. The private outdoor amenity area located on top of a portion of the garage (shown as elevated plaza on the CDP/FDP) will include some combination of the following elements: artificial turf (open play area), grill stations/outdoor kitchen area, seating, trash receptacles, lighting, trellis or overhead structure, landscaping, fire pit, or other elements of similar quality.

IV. CONTRIBUTIONS

29. Workforce Dwelling Units. Workforce Dwelling Units. The Applicant also will provide for-sale housing units with the Proposed Development to be sold as Workforce Dwelling Units ("WDUs") administered as set forth in the "Board of Supervisors' Workforce Dwelling Unit Administrative Policy Guidelines" adopted on October 15, 2007, in effect as of the approval date of this Application (the "Policy Guidelines"), such that at the sole option of the Applicant either (i) a maximum of twelve percent (12%) of the total number of residential units constructed as part of the Proposed Development are sold as WDUs, or (ii) three 3 bedroom units are sold as WDUs. The Applicant shall exercise this option prior to approval of the Final Site Plan for the Proposed Development. Each WDU unit will be allotted one parking space that will be included in the sales price of the unit.

WDUs will be allocated to three approximately equal groupings or tiers: eighty percent (80%) of the Area Median Income ("AMI") for the Washington Standard Metropolitan Statistical Area as specified annually by the Department of Housing and Urban Development (HUD); one hundred percent (100%) of AMI and one hundred twenty percent (120%) of AMI.

30. Parks and Recreation. Pursuant to Section 6-110 of the Zoning Ordinance regarding developed recreational facilities, the Applicant or Owner will provide the recreational facilities to serve the Application Property as shown on the CDP/FDP. Installation of the features shown on the CDP/FDP will be deemed to fulfill the requirement of Sect. 6-110. In the event that the nature or extent of the features are altered so as to not be deemed to fulfill the requirements, the Applicant or Owner will contribute funds in the amount needed to achieve the overall proffered amount of \$1,900 per non-affordable residential unit to the Fairfax County Park Authority ("FCPA") for off-site recreational facilities and/or athletic field improvements intended to serve the future residents within the Dranesville District.
31. Public School Contribution. Prior to issuance of the first building permit for the multi-family building on the Property, the Applicant or Owner will contribute \$12,262 per expected student associated with the multi-family building to the Board of Supervisors for transfer to FCPS for capital improvements to Fairfax County public schools to

ATTACHMENT II

address impacts on the school division resulting from the proposed multi-family building. Such contributions will be adjusted on a pro rata basis if the number of units actually built is less than the maximum allowed under this rezoning. Following approval of this Application and prior to the Applicant's payment of the amount set forth in this Proffer, if Fairfax County should increase the ratio of students per unit or the amount of the contribution per student, the Applicant will increase the amount of the contribution for that phase of development to reflect the then-current contribution, not to exceed an increase of ten percent per year. In addition, notification will be given to FCPS when construction is anticipated to commence to assist FCPS by allowing for the timely projection of future students as a part of the Capital Improvement Program.

32. Recreation Contribution. Prior to the issuance of the first residential use permit for the multifamily dwelling units, the Applicant or Owner will contribute \$893 per resident based on the number of multifamily units as shown on the final approved building permit and the current published household size for the appropriate Planning District to the Fairfax County Park Authority for use at off-site recreational facilities intended to serve the future residents of the Dranesville District, as determined by the Fairfax County Park Authority in consultation with the Dranesville District Supervisor.
33. Contribution for Underground Utilities. Prior to the issuance of the first Residential Use Permit for the multi-family building, the Applicant will contribute \$450,000 to the Fairfax County Board of Supervisors to be utilized for the undergrounding of utility lines in the McLean CBC. Upon request of the County, the Applicant will grant a 15 foot wide easement to Dominion Virginia Power for a utility duct bank across the Old Dominion Drive frontage of the Property and will cooperate with, but will not be responsible for, the relocation or the cost of relocating any conflicting utilities, facilities, landscaping or structures of any kind in this easement area or otherwise impacted by the relocation of utilities within this easement area.
34. Escalation. All monetary contributions required by these proffers, with the exception of the proffer relating to the public school contribution, will escalate on a yearly basis from the base year of 2018, and change effective each January 1 thereafter, based on the Consumer Price Index as published by the Bureau of Labor Statistics, the U.S. Department of Labor for the Washington-Baltimore, MD-VA-DC-WV Consolidated Metropolitan Statistical Area (the "CPI"), as permitted by Virginia State Code Section 15.2-2303.3.3.

Successors and Assigns

These proffers will bind and inure to the benefit of the Applicant or Owner and his/her successors and assigns.

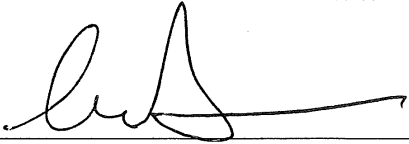
Counterparts

These proffers may be executed in one or more counterparts, each of which when so executed and delivered will be deemed an original document and all of which taken together will constitute but one and the same instrument.

TITLE OWNER AND APPLICANT SIGNATURES TO FOLLOW ON THE NEXT PAGE:

ATTACHMENT II

Benchmark Associates, LP
Applicant and
Title Owner of 30-2((9))73

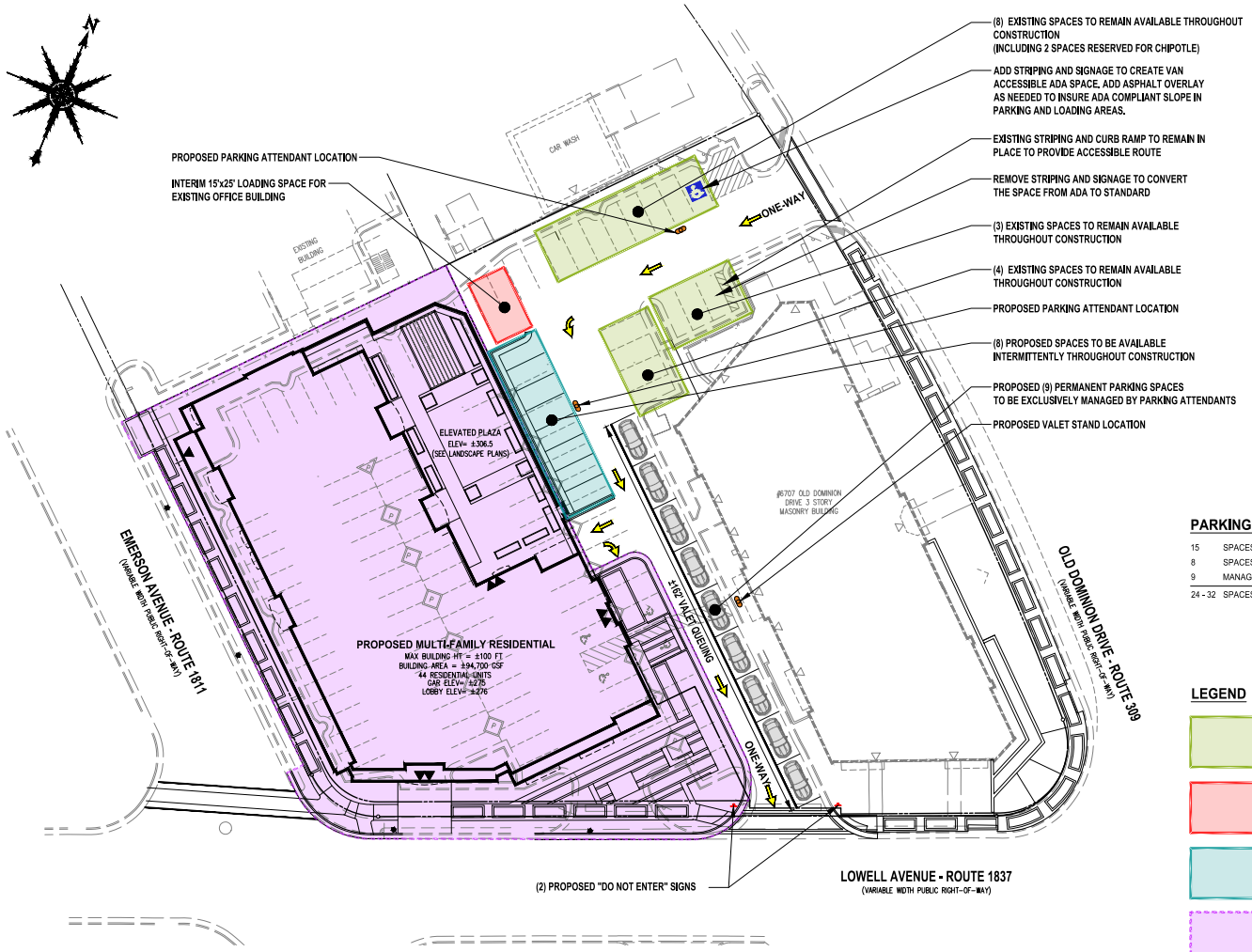
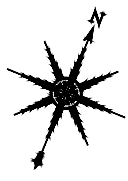
BY: 

Printed Name: Charles W. Bassing, III

Title: Authorized Signatory for General Partners Charles W. Bassing, III and CWB Investments

**APPENDIX B
Full Size Plan Sheet
On-Site Parking Layout**





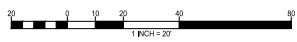
- (8) EXISTING SPACES TO REMAIN AVAILABLE THROUGHOUT CONSTRUCTION (INCLUDING 2 SPACES RESERVED FOR CHIPOTLE)
- ADD STRIPING AND SIGNAGE TO CREATE VAN ACCESSIBLE ADA SPACE, ADD ASPHALT OVERLAY AS NEEDED TO INSURE ADA COMPLIANT SLOPE IN PARKING AND LOADING AREAS.
- EXISTING STRIPING AND CURB RAMP TO REMAIN IN PLACE TO PROVIDE ACCESSIBLE ROUTE
- REMOVE STRIPING AND SIGNAGE TO CONVERT THE SPACE FROM ADA TO STANDARD
- (3) EXISTING SPACES TO REMAIN AVAILABLE THROUGHOUT CONSTRUCTION
- (4) EXISTING SPACES TO REMAIN AVAILABLE THROUGHOUT CONSTRUCTION
- PROPOSED PARKING ATTENDANT LOCATION
- (8) PROPOSED SPACES TO BE AVAILABLE INTERMITTENTLY THROUGHOUT CONSTRUCTION
- PROPOSED (9) PERMANENT PARKING SPACES TO BE EXCLUSIVELY MANAGED BY PARKING ATTENDANTS
- PROPOSED VALET STAND LOCATION

PARKING SUMMARY

15	SPACES TO REMAIN AVAILABLE THROUGHOUT CONSTRUCTION
8	SPACES TO BE INTERMITTENTLY AVAILABLE THROUGHOUT CONSTRUCTION
9	MANAGED SPACES TO BE AVAILABLE THROUGHOUT CONSTRUCTION
24 - 32	SPACES TO BE AVAILABLE THROUGHOUT CONSTRUCTION

LEGEND

- SPACES TO REMAIN AVAILABLE THROUGHOUT CONSTRUCTION
- INTERIM LOADING SPACE FOR EXISTING OFFICE BUILDING
- SPACES TO BE INTERMITTENTLY AVAILABLE THROUGHOUT CONSTRUCTION
- PROPOSED CONSTRUCTION AREA



NOTE: PLAN INFORMATION SHOULD BE CONSIDERED AS APPROXIMATE AS IT HAS BEEN TAKEN FROM RECORD INFORMATION AND IS NOT BASED ON A SURVEY.
 Q:\pdsproj\91041\dwg\engineering\wphillips\910411-0008_ParkingPlan.dwg

**PARKING PLAN EXHIBIT
 6707 OLD DOMINION DRIVE**

PREPARED BY
WALTER L. PHILLIPS
 INCORPORATED
 Engineers • Surveyors • Planners
 Landscape Architects • Arborists
 207 PARK AVENUE
 FALLS CHURCH, VIRGINIA 22046
 (703) 526-9163 Fax (703) 536-3001
 WLPINC.com

SCALE: 1" = 20'
 DATE: 8/9/2021

APPENDIX C
Off-Site Parking
Letter of Intent/Contracts



PARKING AGREEMENT

This Parking Agreement (**Agreement**), is between **ATLANTIC SERVICES GROUP, Inc. (Atlantic)** and **LICENSOR (St. John's Episcopal Church)** and is dated this 18th day of March 2021 (the **Effective Date**).

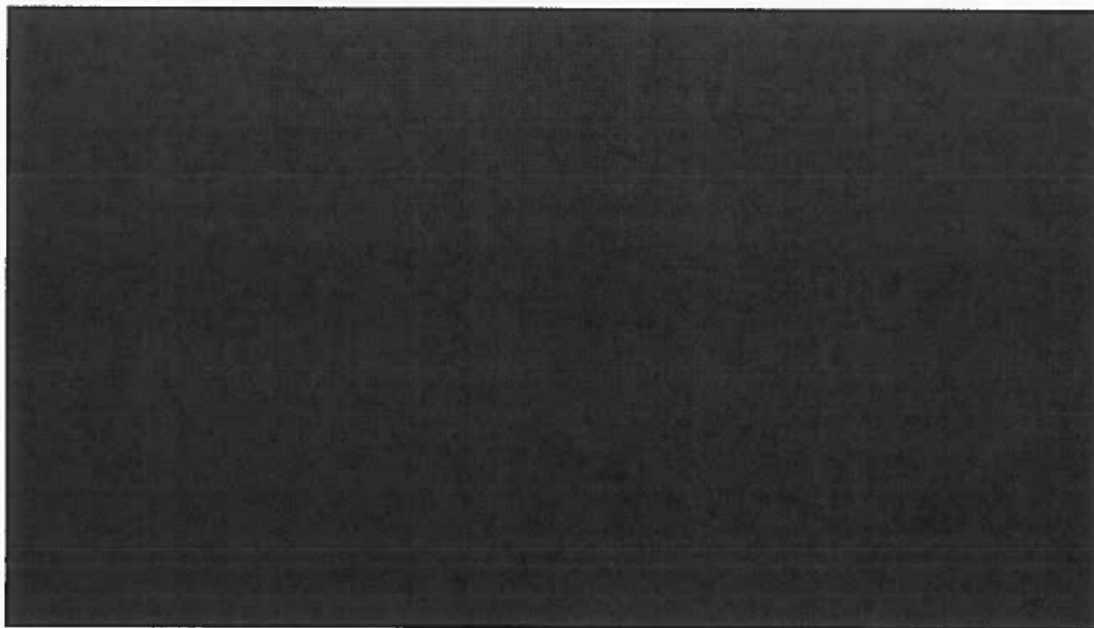
RECITALS

A. Licensor is the owner of certain real property with improvements thereon located at 6715 Georgetown Pike, McLean, VA 22101 (the "**Property**") on which Licensor operates and maintains a surface parking lot with approximately ___ parking spaces (Parking Facility), and

B. Atlantic has requested the right to use up to sixty (60) parking spaces (the "**Spaces**") within the surface parking area for the Permitted Use (as hereinafter defined). The Permitted Use Area will be in the location or locations reasonably designated and/or relocated by Licensor from time to time and shall initially be as identified on **Exhibit A**, attached hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Atlantic agree as follows:

1. **TERM.** The term of this Agreement shall be for a period of twelve (12) months (the "**Term**") commencing in the period between November 2021 and January 2022 (the "**Commencement Date**"), with advance notice of the actual start date being provided to Licensor no less than thirty (30) days in advance, and ending in the period between October 2022 and December 2022, at the conclusion of the 12-month term, unless extended at Atlantic's option pursuant to the terms herein. Notwithstanding anything set forth herein to the contrary, Atlantic hereto may terminate this Agreement at any time with thirty (30) days advance written notice to the Licensor without cause or penalty (other than a refund of any fees paid in advance applicable to any period of time subsequent to the date of termination).



ATTACHMENT II

IN WITNESS WHEREOF, the undersigned have executed this Parking License Agreement on the Effective Date.

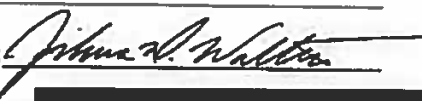
ATLANTIC SERVICES GROUP, INC:



Name:

Its: _____

St. John's Episcopal Church:

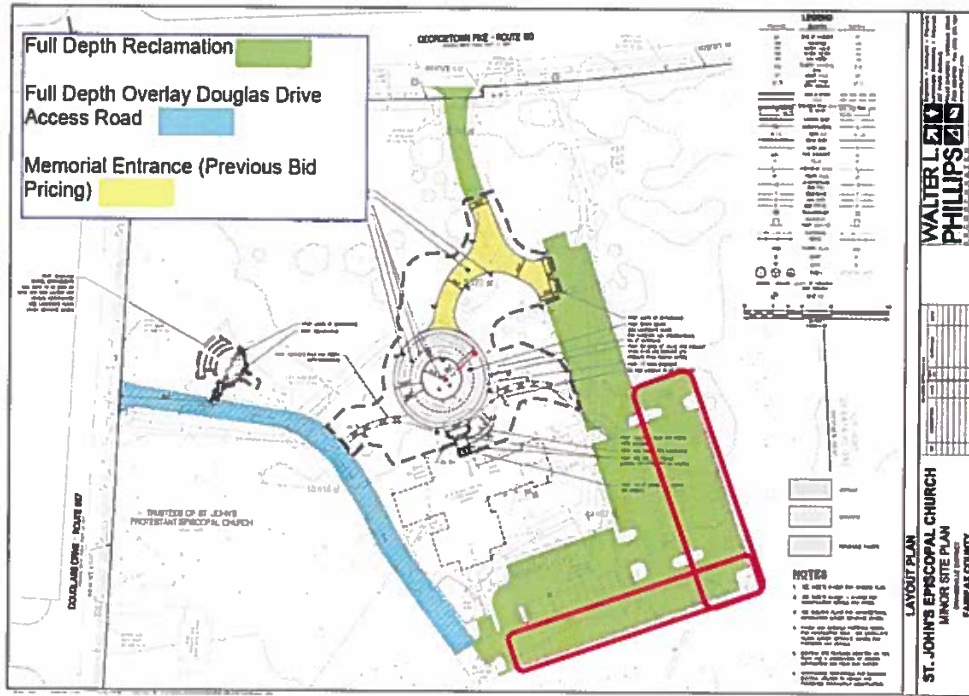
By: 

Name:

Its: _____

EXHIBIT A
INITIAL LICENSED AREA

The permitted parking is 60 spaces within the area outlined in red on the diagram below.



PARKING AGREEMENT

This Parking Agreement (Agreement), is between ATLANTIC SERVICES GROUP, INC. (Atlantic) and LICENSOR (St. Luke Serbian Orthodox Church) and is dated this 5th day of April 2021 (the Effective Date).

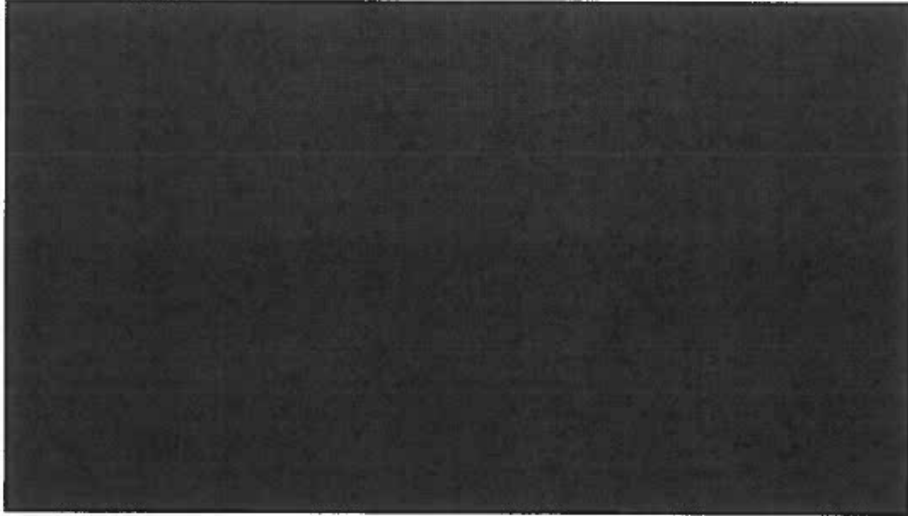
RECITALS

A. Licensor is the owner of certain real property with improvements thereon located at 6801 Georgetown Pike, McLean, VA 22101 (the "Property") on which Licensor operates and maintains a surface parking lot with approximately 74 parking spaces (Parking Facility), and

B. Atlantic has requested the right to use up to forty (40) parking spaces (the "Spaces") within the surface parking area for the Permitted Use (as hereinafter defined). The Permitted Use Area will be in the location or locations reasonably designated and/or relocated by Licensor from time to time and shall initially be as identified on Exhibit A, attached hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Atlantic agree as follows:

1. TERM. The term of this Agreement shall be for a period of eighteen (18) months (the "Term") commencing in the period between November 2021 and January 2022 (the "Commencement Date"), with advance notice of the actual start date being provided to Licensor in writing no less than 30 days in advance, and ending in the period between March 2023 and June 2023. Notwithstanding anything set forth herein to the contrary, Atlantic hereto may terminate this Agreement with thirty (30) days advance written notice to the Licensor without cause or penalty (other than a refund of any fees paid in advance applicable to any period of time subsequent to the date of termination). Licensor may terminate this Agreement with ninety (90) days advance written notice to the Licensor without cause or penalty (other than a refund of any fees paid in advance applicable to any period of time subsequent to the date of termination).



IN WITNESS WHEREOF, the undersigned have executed this Parking License Agreement on the Effective Date.

:

**ATLANTIC SERVICES GROUP, INC
ATLANTIC VALET:**

By: MLC, Inc.

Name: 

Its: 

St. Luke Serbian Orthodox Church:

By: 

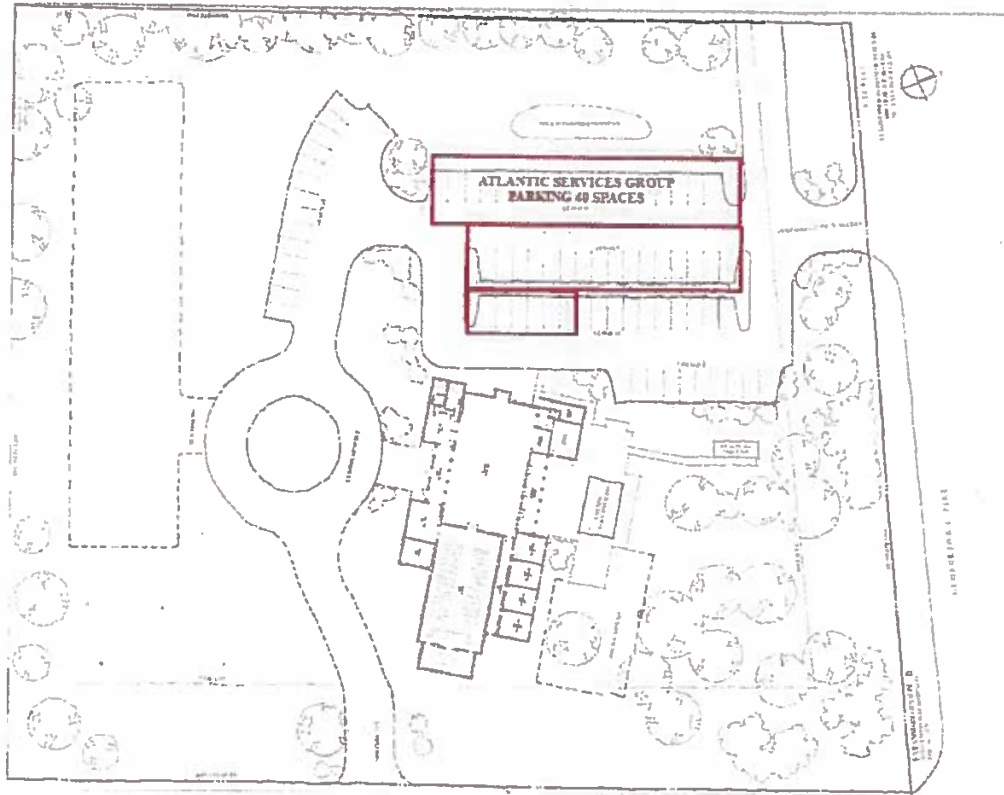
Name: 

Its: Rev. Kevan



Fr. of C. L. G.

EXHIBIT A
INITIAL LICENSED AREA



PARKING AGREEMENT

This Parking Agreement (Agreement), is between Atlantic Services Group, Inc. (Atlantic), agent for Winthrop Investment Group, Inc. and LICENSOR (St. John the Beloved Catholic Church) and is dated this 19th day of May 2021 (the Effective Date).

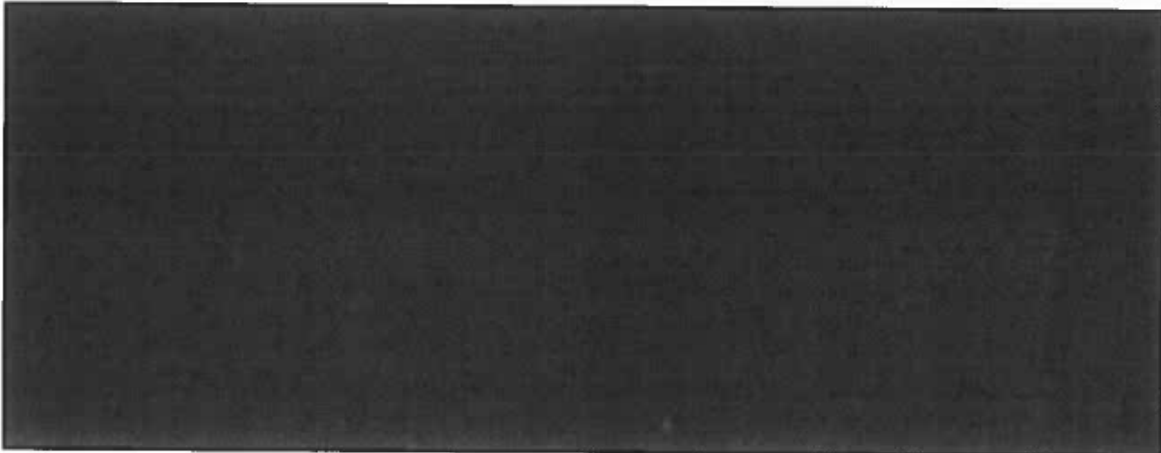
RECITALS

A. Licensor is the owner of certain real property with improvements thereon located at 6420 Linway Terrace, McLean, VA 22101 (the "Property") on which Licensor operates and maintains a surface parking lot with approximately 204 parking spaces (Parking Facility), and

B. Atlantic has requested the right to use up to forty (40) parking spaces (the "Spaces") within the surface parking area for the Permitted Use (as hereinafter defined). The Permitted Use Area will be in the location or locations reasonably designated and/or relocated by Licensor from time to time and shall initially be as identified on Exhibit A, attached hereto.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Atlantic agree as follows:

1. TERM. The term of this Agreement shall be for a period of twelve (12) months (the "Term") commencing in the period between November 2021 and January 2022 (the "Commencement Date"), with advance notice of the actual start date being provided to Licensor in writing no less than 30 days in advance, and ending in the period between September 2022 and December 2022, with optional month-to-month extensions thereafter once agreed upon, in writing, no less than 30 days prior to the conclusion of the initial 12-month term. Notwithstanding anything set forth herein to the contrary, Atlantic hereto may terminate this Agreement with thirty (30) days advance written notice to the Licensor without cause or penalty (other than a refund of any fees paid in advance applicable to any period of time subsequent to the date of termination).



IN WITNESS WHEREOF, the undersigned have executed this Parking License Agreement on the Effective Date.

:

ATLANTIC SERVICES GROUP, INC:

Signature: *ML SJ*

Name: 

Its: 

St. John the Beloved Catholic Church:

By: *Rw. Chris Poller*

Name: 

Its: 

EXHIBIT A

INITIAL LICENSED AREA



Robert Youngblood,
Old Dominion Health Center,
6719 Lowell Ave,
McLean, VA 22101

February 22, 2021

To whom it may concern:

This serves as a letter of intent for the provision of two parking spaces to Atlantic Services Group / Winthrop Investment Group during the construction period of the development that is to take place at 6707 Old Dominion Dr, McLean VA 22101. These spaces will be made available on the premises of Old Dominion Animal Health Center.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Youngblood', with a long, sweeping horizontal stroke extending to the right.

Robert Youngblood

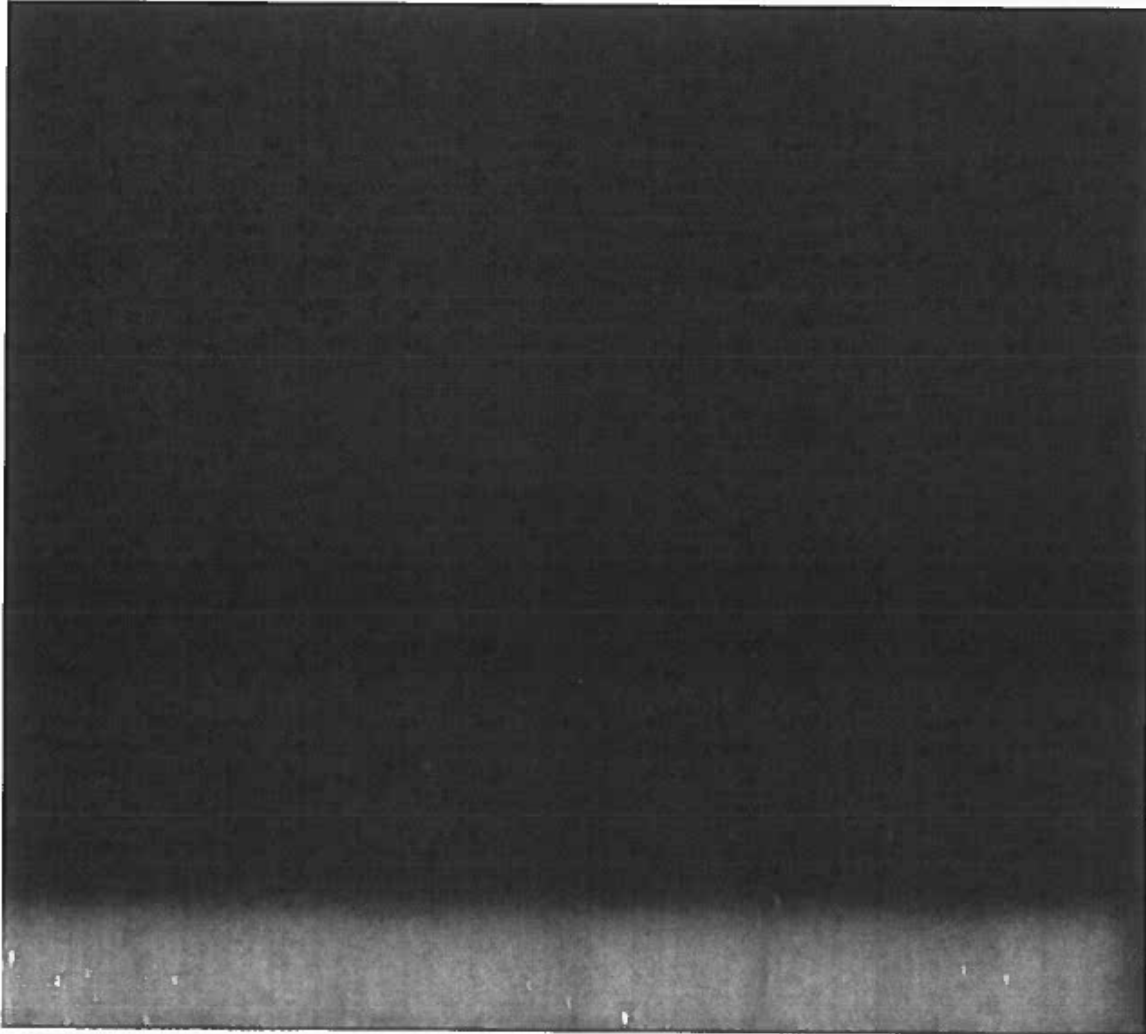
**APPENDIX D
Contract with
Parking Attendant Service**



SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (the "Agreement") is made, entered into and effective as of May 17, 2021 (the "Effective Date") by and between Atlantic Services Group, Inc., located at 4200 Wisconsin Ave, Suite 550 Washington, DC 20016 (herein referred to as the "Service Provider"), and Winthrop Investment Group located at 1320 Old Chain Bridge Road, Suite 405, McLean, VA 22101 (herein referred to as the "Company").

WHEREAS, the Service Provider is willing to provide services in accordance with (1) the Statement of Work (SOW) attached hereto as Addendum A to this Agreement and incorporated by reference herein, and (2) the terms and conditions as more particularly set forth in this Agreement. It is understood that this Agreement is subject to the start of construction for the project described in the SOW.



1835.2272-4019 1

8

representations, or promises made by any person representing or purporting to represent us, unless such statements, representations, or promises are set forth in this Agreement. This Agreement may only be amended by a written agreement approved and executed by both parties.

AGREEMENT AUTHORIZATIONS AND SIGNATURES

You hereby acknowledge reading this Agreement in its entirety, understanding its provisions, and having been provided an opportunity to consult with personal advisors, including legal counsel, regarding its terms.

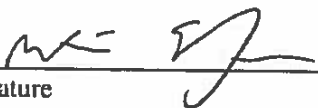
IN WITNESS WHEREOF, we have caused this Agreement to be signed by our authorized representative, and you have hereunto affixed your signature(s), the day and year first above written.

Atlantic Parking

Winthrop Investment Group

By: 
Authorized Representative

By: 


By: 
Signature

By: _____
Signature

5 / 18 / 2021
Date

5 / 18 / 2021
Date

ADDENDUM A

STATEMENT OF WORK


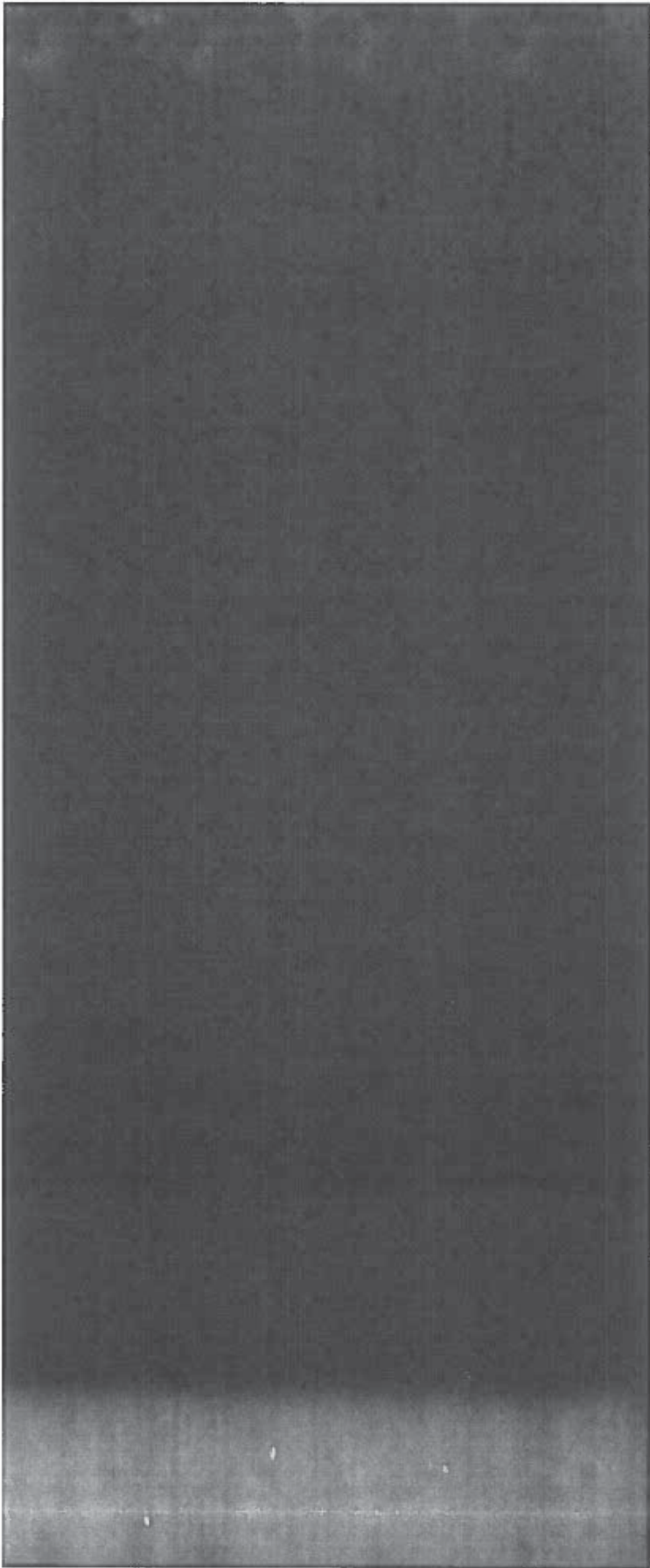
1. **PARKING SERVICES.** Service Provider will secure off-site parking for approximately 156 vehicles on Client's behalf, pending confirmation, subject to Client's prior approval (the "Parking Sites"). Upon execution of this Agreement, the parties agree that the Parking Sites listed on Exhibit A are acceptable to Client. Atlantic shall provide Client with hangtags for parked vehicles, which would be billed back to client based on actual quantity. Client shall be responsible for maintaining a current list of approved parkers, and associated hangtag number for each. Any fines or towing fees associated with non-compliant vehicles shall be the responsibility of the vehicle owner. Atlantic will occasionally patrol the lots and note any cars without the Atlantic hangtag. The resale or sublet of any space is strictly prohibited without the express written authorization of Atlantic.
2. **VALET SERVICES.** Atlantic shall provide first-class valet service at the Project Site. Atlantic staff will be situated within the parking lot of the Project Site for the days and times that are specified on Exhibit B on a weekly basis. Valet parking services will be made available to guests of the Project Site, with the vehicles being parked either at the Parking Sites or locally at the Project Site.

5. **SHUTTLE SERVICES.** Atlantic shall provide shuttle services between Client's Construction Site and the Parking Sites specified in Exhibit A (Client may add other stops on this route as needed upon notice to Atlantic). Client may request that additional shuttle services to and from other locations be added under these same terms and conditions during the term of this Agreement. Atlantic specifies that the shuttle services will be provided in a safe, timely and efficient manner; that all drivers shall treat shuttle riders with courtesy and professionalism at all times.

EXHIBIT B, Projected Valet Service schedule and Pricing



ATTACHMENT II

Position	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday		Weekly Hourly Total
	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	Start	End	
Manager 1	6:00 AM	2:00 PM	6:00 AM	2:00 PM	6:00 AM	2:00 PM	6:00 AM	2:00 PM	6:00 AM	2:00 PM	6:00 AM	2:00 PM			40.00
Manager 2	2:00 PM	9:00 PM	2:00 PM	9:00 PM	2:00 PM	9:00 PM	2:00 PM	9:00 PM	2:00 PM	9:00 PM	2:00 PM	9:00 PM			41.00
Manager 3													9:00 AM	6:00 PM	15.00
Valet Attendant 1	9:00 AM	6:00 PM	9:00 AM	6:00 PM	9:00 AM	6:00 PM	9:00 AM	6:00 PM	9:00 AM	6:00 PM					45.00
Valet Attendant 2	9:00 AM	6:00 PM	9:00 AM	6:00 PM	9:00 AM	6:00 PM	9:00 AM	6:00 PM	9:00 AM	6:00 PM					45.00
Valet Attendant 3	10:30 AM	3:30 PM	10:30 AM	3:30 PM	10:30 AM	3:30 PM	10:30 AM	3:30 PM	10:30 AM	3:30 PM	10:00 AM	4:00 PM			31.00
Supervisor*															0.00
															6.00
TOTALS															223.00

*The supervisor's time will be distributed throughout the week as needed.

APPENDIX E
Covid-19 Protocol Safety Measures



Atlantic Valet ATTACHMENT II Safety Protocols



Service with safety utilizing:



Face Masks: Our valet team is always masked and can provide masks to guests if requested.



Gloves: Gloves are worn by our attendants at all times. In addition, we use hand sanitizer after handling each car.



Sanitizers: All attendants will be equipped with hand sanitizer.



Thermometers: Each attendant will have their temperature taken using a contactless thermometer as they arrive to the event. Anyone who has a temperature will immediately be sent home. Atlantic will make every effort to find a replacement attendant.



Steering Wheel, Gear Shift & Seat: We utilize plastic covers for steering wheels, gear shifts and driver's seats to ensure the safety of our employees and your guests.



Vehicle Returns: The same attendant who parked the vehicle would retrieve the vehicle as well. Each set of steering wheel, gear shift and seat covers would be disposed after use in one vehicle.

APPENDIX F
Off-Site Parking Agreement
with General Contractor





February 8, 2021

Mr. Hans Schmidt
Winthrop Management Group
1320 Old Chain Bridge Road
McLean, VA 22101

RE: Parking Plan - Memo of Understanding
6707 Old Dominion Drive

Dear Max,

We are writing to memorialize our agreement that construction parking will be managed away from the site. We agree to ensure that all construction workers, tradesmen, contractors, subcontractors and any others associated with construction work on the Property do not park outside the construction zone on the Property or on the immediately adjacent public streets. We plan to utilize a pre-determined and approved offsite location at all times with the exception of parking on a short term basis on the street frontages directly adjacent to the Property to facilitate the construction activities such as drop off or pick up of materials, tools, etc. If necessary, a shuttle will be provided to coordinate shift changes to and from the off-site parking area.

If you have any questions, we are here and ready to discuss.

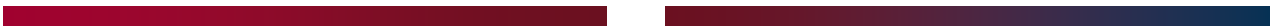
Sincerely
Eichberg Construction, Inc.

A handwritten signature in black ink, appearing to read "Jay", with a long, sweeping horizontal stroke extending to the right.

Jay Eichberg
President

CC: John Doyle, CEO
Dan Kolakoski, VP

APPENDIX G
Towing Service Contract



Professional Towing Service, Tow Pro, LLC

T/A Pete's Towing

8525 Tyco Road

Vienna, VA 22182

Phone: (703) 533-3355

Email: ptsofficemanager@gmail.com

ATTACHMENT II

Date: 7/16/21

Parking agreement between Tow Pro, LLC and BENCHMARK ASSOCIATES LP

Name and Address of Property: BASSING OFFICE BUILDING, 6707
OLD DOMINION DRIVE, McLENN, VA, 22101

Service Requested (please check one): Patrol Call In Only

Hours of Patrol: _____

Authorized Agents who can call to request towing list below:

CHARLES BASSING _____

Check all that apply to property listed above:*

- | | |
|--|---|
| <input type="checkbox"/> FIRE LANES | <input type="checkbox"/> GUEST PARKED IN RESIDENT |
| <input type="checkbox"/> NO PERMIT | <input type="checkbox"/> RESIDENT PARKED IN GUEST |
| <input type="checkbox"/> HANDICAPPED SPACE | <input type="checkbox"/> BLOCKING TRASH RECEPTICAL |
| <input type="checkbox"/> VEHICLE TAKING TWO SPACES | <input type="checkbox"/> NO PARKING ZONE |
| <input type="checkbox"/> EXPIRED TAGS | <input type="checkbox"/> DOUBLE PARKED |
| <input type="checkbox"/> EXPIRED INSPECTION | <input type="checkbox"/> EXPIRED GUEST PERMIT |
| <input type="checkbox"/> EXPIRED COUNTY | <input type="checkbox"/> COMMUTER |
| <input type="checkbox"/> PARKED ON GRASS | <input type="checkbox"/> ABANDONED |
| <input type="checkbox"/> LOADING ZONE | <input type="checkbox"/> CUSTOMER PARKING ONLY |
| <input type="checkbox"/> NO COMMERCIAL VEHICLE | <input type="checkbox"/> VEHICLE NOT PARKED IN DESIGNATED SPACE |
| <input type="checkbox"/> **SPECIAL REQUEST _____ | |

* Pictures taken of all vehicles prior to towing.

PROPERTY OWNER/AGENT:

CONTRACTOR:

PRINT NAME: CHARLES W. BASSING
SIGNATURE: [Signature]
PHONE #: 703-869-8207
DATE: 7/16/21

PRINT NAME: Joseph P. Douglas
SIGNATURE: [Signature]
PHONE #: (703) 533-3355
DATE: 7/16/21

**APPENDIX H
Other Supporting
Documentation/Data Collection**



ATTACHMENT II

Appendix H
6707 Old Dominion Drive
Existing Tenant Survey Summary

FLOOR/ SUITE	TENANT	1. What time do you and your staff arrive to work?	2. What time do you and your staff typically leave work?	3. How often do you and your staff need your car in the middle of the day?	4. How often during the day do you receive patients, customers or visitors? How long do they stay?	5. Do you have any special requirements, such as ADA or other considerations?	6. Other?	7. Notes/Questions:
100	Residential Bank	8:30 AM (3 persons)	4:30 PM (3 persons)	Seldom	3-12 customers a day ranging from 15 minutes to 1 hour	No	Our ATM needs to be accessible 7x24 therefore front street parking critical to quickly use the machine. Note: ADA access to the ATM from back door.	Our ATM needs to be accessible 7x24 therefore front street parking critical to quickly use the machine. Note: ADA access to the ATM from back door.
105	Vacant Office							
110	Chipotle Mexican Grill (Rest. <5,000 GFA)	Team arrives to work at 7 AM everyday	Team leaves work at 11 PM everyday	During the day, team don't use their cars	We received customers from 10:45 am until 10 PM. Peak times are from 11 am to 2 PM and 5 PM to 7 PM.	---	My only concern is that in the building, there are other businesses which receive customers and patients. 18 spaces will not be enough, during our peak times.	1) Where will the 20 short term spaces be located (can you indicate on the site map please)? 2) Will our 2 exclusive use parking spots remain throughout and are the 18 short term in the lot in addition to the 2 exclusive spots for Chipotle? 3) How will traffic in/out of the lot be impacted during construction? 4) Will the main entrance from Old Dominion remain open throughout construction? 5) Will there be at least one access point to Lowell Ave throughout?
115	Vacant Retail (Rest. <5,000 GFA)							
120	Fox and Foxes, LLC/McLean Spa							
130	Hair Cuttery	7:45 AM, 11 AM and 1 PM, staggered shifts	4 PM, 7 PM, 9 PM, staggered shifts	Not often, maybe 1 time	Guests received 8 AM - 9 PM, 5-9 per hour. On avg. minimum time spent 30 minutes. Longest time spent 3 hours (perms and color treatments)	No requirements for employees but potential for customers to ADA or other such considerations.	10-15 employees could be working between 10 AM - 6 PM. Hours of operation are 9 AM - 9 PM Monday through Friday, 8 AM - 7 PM Saturday, and 9 AM - 6 PM on Sunday.	
200	Gyllenhoff & Cappiello, DDS	Arrival time 6:15 - 8 AM	Departure Time 4:30 PM. Last person usually leaves around 5 PM. This can vary depending on patients.	Our team may require use of their car during the day around once/week	We have about 25 patient arrivals/day. They stay between 30 minutes and several hours - about 15 of the patients are usually here for an hour.	We do have patients who are in wheelchairs or use canes and walkers. There are also those who don't require assistance to get around but can not take stairs. They would need unimpeded access to the lobby and elevator. It would be very difficult to give you a specific number of these patients.	---	I am hopeful that the current COVID situation will improve over time; however, I'm not sure that we can assume we'll be back to normal. Given that, if valet service is utilized to park patients' cars, there would be concern regarding the disinfection of the vehicle for the safety of the valet as well as our patients. I noticed that at the Chinese restaurant across Lowell Avenue from our parking lot has closed. Could that be used by us and our employees for parking so that a valet would not be necessary? Will the developer of the project be communicating with us directly at some point? Will the developer be providing us with a site map?
210	US Bank (Mortgage Bank) EverBank							
230	Paul Levine, DDS	7 - 7:30 AM (Monday - Saturday) 6 persons	4 - 5 PM (Monday - Saturday)	Sometimes during lunch time (12 - 1 PM)	4-5 patients/hour. Stay from 30 minutes to 2 hours	I have several patients on wheelchairs and other aids.	I have several elderly patients in need for easy access to the building.	
240	Steven LeBeau, DDS	Staff arrives: 6-7 AM: M-Th, 2; F-1 7-8 AM: M-Th, 4-5; F-3	Staff leaves: 4-5 PM: M-Th, 6; F-4 Lunch: @ 1 PM M-Th, 1; F-1	Dr D needs her car Tuesday-Friday, most of us eat in our cars these days but used to walk to lunch spot.	# of Patients coming and going every hour approximately on the hour: 8 AM (coming) M-Th, 3; F 2 9 AM M-Th, 6; F 4 4 PM (leaving) M-Th, 3, F 2	We'd estimate 1 out of 30 have ADA stickers and 1-20 have to reschedule if they can't use an elevator	Where will you put the garbage bins? Also, Covid related restrictions won't be done until 2022 if restaurants are lucky and will never leave the medical profession or flying in a plane	Since we have 10 total drivers (not counting me on my bike) in and out every day with 4 filled chairs every hour, we will need 6 - 9 (10 if it's icy) employee all-day spaces that won't move and up to 4 valet spaces/hour for patients entering and existing. We will sometimes have emergency patients that we see after hours depending on the patients needs. Usually will be early evening after normal work day AND also on the weekends, usually during the daytime.
245	Kurt C Rolf, DDS							
250	Lawrence Snider, DDS	44,354						
300	Lori J. Maciulla, MD	8 AM	5 - 6 PM	Staff leaves for lunch everyday	We have patients coming every 15 minutes except between 12 and 12:45 so we have 25 visits a day. Most are in the office for 30 minutes, some a bit longer	We do have patients with advanced MS and several elderly patients who use canes and/or wheelchairs.		2 staff, 1 4 days and other 5. I'm there 4 1/2 days. They leave by car for lunch and errands between 12 and 1. The MS patients come in their own handicapped van outfitted for them. I ask the MS patients to bring an assistant to help dress/undress them but they do drive
310	Building Owner							
305	Marks Counseling	3-4 employees, 11 AM 1 PM	3-4 employees, 6 - 9 PM	Infrequently, Many days not at all, but occasionally need to run an errand or out for lunch, etc.	We have clients coming through the afternoon and evening, roughly on the hour, and staying about an hour. Typically in the 1-8 PM range.	No		
315/320	Samson Properties	Staff arrives at 8, agents begin to arrive at 9	Staff leaves at 4, agents can be here as late as 8 or 9, or later	Everyday throughout the day, agents come and go as needed for appointments, showings, and client meetings.	Clients and visitors vary day to day, some varying as long as 1 to 2 hours.	Our office does require ADA accessibility for any clients or agents that may require it.	Real Estate is not an industry with regular office hours. Our staff, agents, and clients need access to the parking lot and the building anytime they require it.	I would say it varies between 15 to 30 people consistently. Less at nights and weekend but still some people during those time frames.

Note(s):

(1) To the fullest extent, comments received from individual tenants were transcribed verbatim from emails directed to the building owner. If and where needed, minor edits were made for clarification purposes.

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March 1, 2016

ACTION – 1

Approval of an Off-Site Parking Request for 6862 Elm Street (Dranesville District)

ISSUE:

Board of Supervisors (Board) approval to permit the use of temporary off-site parking spaces to serve the existing office building located at 6862 Elm Street, Tax Map Number 30-2 ((1)) 61, Dranesville District.

RECOMMENDATION:

The County Executive recommends that the Board approve the use of off-site parking spaces to serve the existing office building located at 6862 Elm Street during the interim construction period for the proposed development of the multi-family building and parking garage approved under RZ 2012-DR-019 pursuant to paragraph 1 of Section 11-102 of Chapter 112 (Zoning Ordinance) of the *Code of the County of Fairfax, Virginia*, based on an analysis of the parking requirements for the existing building and the Parking Plan, #3728-PKS-002-1, subject to the following conditions:

1. The Interim Construction Period shall be limited to 24 months following commencement of construction of the proposed multi-family building and parking garage with a potential six month extension period. The extension may be granted by the Director of the Department of Public Works and Environmental Services (DPWES) upon written request without the need for an additional Board action. Upon the expiration of the interim construction period and any Director approved extension, the use of off-site parking spaces shall immediately cease.
2. A minimum of 139 on-site parking spaces shall be maintained at all times during the interim construction period. Up to ten on-site spaces will be valet stacked spaces.
3. To meet the minimum code required parking, a minimum of 125 off-site parking spaces shall be provided at all times during the interim construction period using a combination of the following two off-site locations:
 - Off-site #1: 90 spaces at 1766 Old Meadow Lane, Tax Map 29-4 ((6)) 96A, (1.9 miles to the off-site parking location). This off-site location #1 may be shifted to an alternate location as specified in condition #10.
 - Off-site #2: 35 spaces at 7929 Westpark Drive, Tax Map 29-4 ((7)) 9, (3.2 miles to the off-site parking location)

Board Agenda Item
 March 1, 2016

The location of each parking area is shown on Figure 3 (Off-site Parking and Shuttle Route Preferred Alternative A) in the report titled Parking Plan for an Off-Site Parking Request, prepared by Wells + Associates, dated April 27, 2015 as revised through November 12, 2015 (Parking Plan).

4. In addition to the site's code requirement, the Applicant will provide a minimum of 39 supplemental parking spaces by leasing office space within two nearby office buildings (within 500 feet) and access shall be provided by a valet parking service for the office users arriving at 6862 Elm Street:

- Off-site #3: 8 spaces at 6888 Elm Street, Tax Map 30-2 ((5)) 7
- Off-site #4: 31 spaces at 6861 Elm Street, Tax Map 30-2 ((10)) 3

The location of each supplemental parking area is shown on Figure 3 (Off-site Parking and Shuttle Route Preferred Alternative A) of the Parking Plan.

5. The Applicant shall provide evidence satisfactory to the Director demonstrating the right to use such off-site parking spaces as permitted during the interim construction period.
6. The Site Plan for the proposed development shall include:
 - Copy of Figures 3 and 4 showing the locations of off-site parking spaces per conditions #3, #4 and #10.
 - Copy of the off-site parking request approval letter
7. The applicant will provide up to three on-site parking attendants, to be available from 7 AM to 7 PM, to efficiently manage and/or valet park vehicles on-site, and valet vehicles to the off-site nearby supplemental spaces at locations #3 and #4. The management of the spaces shall be done to prevent vehicles from queuing off-site into the public street system.
8. The Applicant will offer an on-demand taxi/shuttle service to shuttle office employees between the off-site locations #1 and #2, and the site.
9. The Applicant will work with the on-site construction firm to assist in managing the parking demand for their construction workers. As necessary, shuttles will be provided to coordinate the shift changes to and from the off-site parking areas and/or the nearby McLean metrorail station or other such site as made available.
10. In the event that construction of the future fire station begins prior to completion of the parking garage on 6862 Elm Street, the Applicant will notify the DPWES Director and make arrangements to lease up to 90 off-site parking spaces at the Cityline Partner's private park and ride facility; on Tax Map 29-4 ((5)) 10A and identified as

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Off-site #1 on Figure 4 (Off-site Parking and Shuttle Route Alternative B) of the Parking Plan.

11. The applicant shall report to the DPWES Director the frequency of usage of off-site parking locations #1 and #2 every three months during the interim construction period.
12. All parking provided shall comply with the applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Virginia Uniform Statewide Building Code.
13. The conditions of approval shall be binding on the successors of the current owners and/or other applicants and shall be recorded in the Fairfax County land records in a form acceptable to the County Attorney. Upon the expiration of the interim construction period and any extension approved by the DPWES Director in accordance with these conditions, a document vacating the conditions of approval shall subsequently be recorded in the Fairfax County land records in a form acceptable to the County Attorney.
14. Unless the DPWES Director has approved an extension, this approval for the temporary use of off-site parking shall expire without notice 6 months from the date of Board approval if condition #13 has not been satisfied.

TIMING:

Board action is requested on March 1, 2016.

BACKGROUND:

The 109,600 square foot office building located at 6862 Elm Street is situated on a 4.4 acre site located in the southeast quadrant of the intersection of Elm Street (Route 3671) and Fleetwood Road (Route 1825). On July 1, 2014, the Board approved RZ 2012-DR-019 to rezone the site from the C-3, CRD, HC, and SC Districts to the PRM, CRD, HC and SC Districts to permit a mixed use development that includes a proposed multi-family building with a parking garage. The Board also modified the minimum required parking for the non-residential uses to reduce the number of parking spaces by 20 percent; this includes the spaces required for the existing 109,600 square foot office building located at 6862 Elm Street.

The Applicant, JBG, has submitted a parking request to use off-site spaces to serve the existing office building during the construction of the proposed multi-family building and parking garage. The Board may approve the use of such off-site parking spaces subject to agreements or arrangements that will ensure the permanent availability of the

Board Agenda Item
March 1, 2016

spaces and provisions for a valet or shuttle service to ensure the operation of such service, and when there will be no adverse impact on the site of the parking spaces or the adjacent area pursuant to paragraph 1 of Section 11-102 of the Zoning Ordinance.

The Applicant's parking analysis indicates that, if the request is approved, there will not be an adverse impact to the site or adjacent areas. During the interim construction period, 178 convenient spaces will be available to meet the site's average peak demand of 176 spaces through the use of 139 on-site spaces and 39 nearby supplemental spaces located within 500 feet of the subject office building. For the few times when the demand is exceeded, there will be sufficient off-site spaces available at 1766 Old Meadow Lane (Off-site #1) and 7929 Westpark Drive (Off-site #2); although it's not anticipated that location #2 will be needed. In addition, an on-demand shuttle/taxi service will connect the site to the offsite parking spaces during the interim construction period as required by the Zoning Ordinance 11-102 (1)(B).

Based on the above, staff recommends approval of this parking request. Approval is conditioned on a requirement that the Applicant provide an alternative off-site location in the event that Off-site #1 becomes unavailable. Refer to condition #10. Off-site #1 includes a vacant office building slated to redevelop with a new fire station scheduled for delivery by 2020. It's not anticipated that an alternative location will be needed since the construction at 6862 Elm Street is targeted to be complete before the end of 2017.

Staff's recommendation reflects a coordinated review by the Department of Public Works and Environmental Services, the Department of Planning and Zoning, the Department of Transportation, and the Office of the County Attorney.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I – Parking Plan for an Off-Site Parking Request, #3728-PKS-002-1.1, dated April 27, 2015 as revised thru November 12, 2105, prepared by Wells + Associates (pgs. 1-18)

STAFF:

Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, DPWES
William D. Hicks, Director, Land Development Services, DPWES

Board Agenda Item
November 9, 2021

ACTION - 4

Approval of Fence Height Modification for the Police Tactical Operations – Operations Support Bureau Project (Mason District)

ISSUE:

The Police Tactical Operations - Operations Support Bureau (OSB) located at 3911 Woodburn Road, Annandale, VA (Tax Map 59-03 ((1)) 11B) is currently in design for the construction of a new two-story building that houses the OSB facility, three detached garage structures, and associated site improvements. The existing Department of Public Safety Communications (DPSC) Communications Center and Winterset Varsity Park will remain generally unaltered at the site. An eight-foot, non-climbable, decorative security fence with privacy panels is proposed to enclose the secure area of OSB operations. An eight-foot, non-climbable, chain-link fence is proposed to enclose the Communications Center systems equipment and generator area located interior to the site. A 24-foot-tall chain link backstop fence is proposed in Winterset Varsity Park to protect the playground area from activities on the soccer field.

The proposed eight-foot decorative secure fence with privacy panels will run from the south-west corner of the new two-story building and across the driveway entrance off Woodburn Road, along the secured parking on the south side, between the secured parking and the Winterset Varsity Park on the east side, enclose the secure parking lot on the north side, continue around the secure parking, terminating at the north-east corner of the new building.

The proposed eight-foot chain link fence will run from the south-east corner of the Communications Center to the sidewalk behind the new OSB garage, north along the sidewalk, enclose the generator and equipment area on the north side, terminating at the north side of the Communications Center.

The proposed 24-foot chain link backstop fence will run east to west along the north end of the existing soccer field in Winterset Varsity Park.

The Zoning Ordinance restricts the heights of fences on parcels over two acres in R-1 to seven feet.

RECOMMENDATION:

The County Executive recommends that pursuant to subsection 4102.7.A(7)(b)3) of the Zoning Ordinance, the Board approve the additional height of the proposed fences. The

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increase for the proposed eight-foot-tall fences will be from seven feet to eight feet in all yards. The increase for the backstop fence will be from 7-feet to 24-feet in the rear yard.

TIMING:

Board action is requested on November 9, 2021, to allow for the processing of the site permit.

BACKGROUND:

The Police Tactical Operations - OSB was approved as part of the 2015 Public Safety Bond Referendum and is included in the FY 2022 - FY 2026 Adopted Capital Improvement Program (With Future Fiscal Years to 2031).

The existing secured area of the OSB facility is enclosed by an eight-foot-tall chain link fence that extends along the southern side of the property and along the north and east side enclosing the secured parking. Eight-foot-tall fences are proposed to enclose the new OSB secure area and existing DPSC systems equipment and generator area.

An existing 24-foot-tall chain link fence is located on the south side of the soccer field in Winterset Varsity Park to protect residences from activities on the field. A 24-foot-tall chain link fence is proposed on the north side of the soccer field to protect the playground area from activities on the field

The facility includes the OSB building that is used by the Fairfax Police Department as a tactical operations center and supports police operations during emergency situations 24 hours a day, 7 days a week, a Communications Center that is used by the DPSC as a call center to maintain 100% 911 call support, and the Winterset Varsity Park. The site is bounded by Woodburn Road to the west, residential neighborhoods to the south and a portion of the east, and St. Ambrose Church to the north. The view from the residential areas is shielded by vegetation in a 35-foot transitional screening zone.

Per the Zoning Ordinance, the maximum allowable fence height is seven feet. The Zoning Ordinance (subsection 4102.7.A(7)(b)3) allows for a fence, in conjunction with a public use, to be of such height and location as approved by the Board of Supervisors.

This modification would permit the fence height to be increased from the zoning required seven feet to eight feet. This modification will also permit an increase from seven feet to 24 feet for the backstop fence.

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This modification has been coordinated with the Department of Planning and Development (DPD), and DPD staff have indicated support for this fence height modification.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1: Site Plan

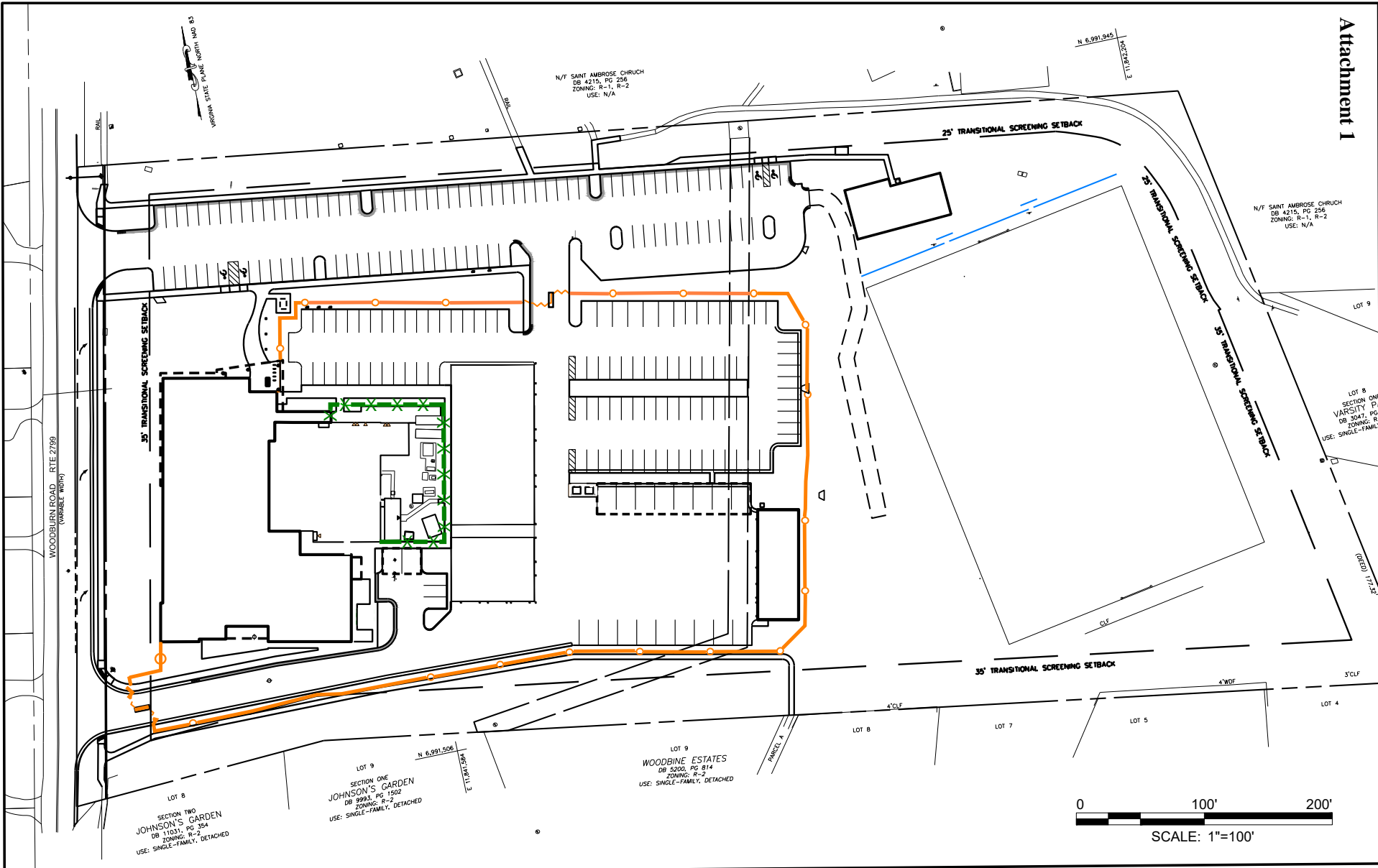
STAFF:

Rachel Flynn, Deputy County Executive

Chris Herrington, Director, Department of Public Works and Environmental Services (DPWES)

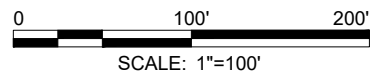
Carey F. Needham, Deputy Director, DPWES, Capital Facilities

Ryan Johnson, Senior Planner, Department of Planning and Development, Zoning Administration Division



- BACKSTOP FENCE
- 8' DECORATIVE SECURITY FENCE WITH PRIVACY PANELS
- X—X—X—X—X 8' CHAIN LINK FENCE

FAIRFAX POLICE TACTICAL OPERATIONS - OPERATIONS SUPPORT BUREAU (OSB)
 FAIRFAX COUNTY, VIRGINIA
 JULY 2021



A. MORTON THOMAS AND ASSOCIATES, INC.
 CONSULTING ENGINEERS
 800 KING FARM BOULEVARD, 4TH FLOOR
 ROCKVILLE, MD 20850
 PHONE (301) 881-2545 | FAX (301) 881-0814
 EMAIL: AMT1@AMTENGINEERING.COM

Board Agenda Item
November 9, 2021

ACTION - 5

Authorization for Amendment #5 to Belle Haven Watershed Flood Damage Reduction Study Agreement Between Fairfax County and the United States Army Corps of Engineers (Mount Vernon District)

ISSUE:

Board of Supervisors (Board) authorization is requested for Fairfax County (County) to amend an agreement with the United States Army Corps of Engineers (USACE) for the Belle Haven Watershed Flood Damage Reduction Study. This amendment would cover the time period from the time the agreement is fully executed through December 31, 2023, and allow the development of updated rainfall and tide triggers in the Belle View flood response plan.

RECOMMENDATION:

The County Executive recommends that the Board authorize this amendment between the County and the USACE to develop updated rainfall and tide triggers in the Belle View flood response plan as detailed in Attachment 1.

TIMING:

Board action is requested on November 9, 2021, to ensure work related to development of updated rainfall and tide triggers can be initiated in a timely manner.

BACKGROUND:

On July 11, 2006, the County entered into an agreement with the U.S. Army Corps of Engineers (USACE) to identify preliminary flood damage reduction alternatives and to develop five percent concept level alternative plans, costs, and benefits for the Belle Haven community (Tasks 1 through 9), which suffered significant flooding during Hurricane Isabel in September 2003. The five percent concept designs were completed and have been presented to the community.

The agreement was amended in 2006, 2008, 2013, and 2016, to determine the cause of flooding in the Huntington and Belle Haven/New Alexandria communities and to allow the USACE to participate in the review and design of the Huntington Levee project and development of the flood mitigation project in the Belle View/New Alexandria communities (Tasks 10 through 13).

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The USACE has proposed Amendment #5 to Letter Agreement Between the United States and the County (County), Virginia for the Belle Haven Watershed Flood Damage Reduction Study (Attachment 1). This amendment will extend the effective date of the agreement to December 31, 2023 and utilize unused funds from two previously completed tasks for a new task to complete work related to developing updated rainfall and tide triggers in the Belle View flood response plan.

FISCAL IMPACT:

This amendment reduces the cost of two previously completed tasks and adds a task for modeling work to update triggers in the Belle Haven flood response plan. This results in an overall reduction in the study total cost to \$1,741,300. The County had already contributed \$2,489,300 and will therefore receive a refund in the amount of \$798,000 in Fund 40100, Stormwater Services. There will be no fiscal impact to the County as a result of this amendment.

ENCLOSED DOCUMENTS:

Attachment 1 – Amendment #5 To Letter Agreement Between the United States of America and Fairfax County, Virginia for Belle Haven Watershed Flood Damage Reduction Study.

STAFF:

Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Management Divisions
Seamus J. Mooney, Emergency Management Coordinator, Office of Emergency Management

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

**AMENDMENT #5 TO
LETTER AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
FAIRFAX COUNTY, VIRGINIA
FOR
BELLE HAVEN WATERSHED FLOOD DAMAGE REDUCTION STUDY**

THIS AMENDMENT, entered into this ____ day of _____, 2021, modifies the terms of the previously executed Letter of Agreement (LOA) dated 11 July 2006, as amended by Amendment #1 dated 26 September 2006, by Amendment #2 dated 12 May 2008, by Amendment #3 dated 20 August 2013, and Amendment #4 dated 27 July 2016 between the United States of America (hereinafter called the “Government”), and Fairfax County, Virginia, (hereinafter called the “Sponsor”), as follows:

WHEREAS, the Sponsor has requested that the scope of the services be modified and expanded to include additional study,

NOW THEREFORE, the parties agree to the following changes:

1. Strike the existing Paragraph 1 of the LOA, as amended by Amendment #4 dated 27 July 2016, and replace with the following:

“The Government, using funds contributed by the Sponsor, shall expeditiously prosecute and complete the Study in compliance with the Amended Plan of Study, dated 13 July 2021 (Fourth Plan of Study Amendment), attached hereto and incorporated by reference as Exhibit A, and in conformity with applicable Federal laws and regulations, and mutually acceptable standards of engineering practice. The terms of this agreement shall be effective only upon the signature of the Parties, through 31 December 2023.”

2. Strike the existing Paragraph 2 of the LOA, as amended by Amendment #4 dated 27 June 2016, and replace with the following:

“The total study cost, with the reduction in scope of Tasks 11 and 12 and addition of Task 14, is currently estimated to be \$1,741,300 (reduced from \$2,539,300). As of the date of this Amendment #5, the Government has provided \$50,000 (Task 1 and a portion of Task 9) and the Sponsor has contributed \$2,489,300 to complete Tasks 1 – 13. Per the current amended Plan of Study, the Sponsor’s total contribution for this study is estimated to be \$1,691,300. Due to the reduction in scope of Task 11 and Task 12, the Government shall return the Sponsor’s funding in the amount of \$798,000. In the event that the total study costs, as defined in this agreement exceed the estimate, the Sponsor agrees to make reasonable efforts within its authorities to obtain additional funding for this agreement.”

All other provisions of the 11 July 2006 LOA, as amended, shall remain in effect. This Amendment shall become effective upon the signatures of both of the parties.

For the Sponsor:

For the Corps:

By: _____
BRYAN J. HILL
County Executive
Fairfax County

By: _____
ESTHER S. PINCHASIN
Colonel, U.S. Army
Commander and District Engineer

Date: _____

Date: _____

Board Agenda Item
November 9, 2021

ACTION - 6

Adoption of the Fairfax County Government and Schools Zero Waste Plan

ISSUE:

Board adoption of the Fairfax County Government and Schools Zero Waste Plan

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Fairfax County Government and Schools Zero Waste Plan, which is provided as Attachment 1.

TIMING:

Board action is requested on November 9, 2021, as requested by the Board of Supervisors Environmental Committee at its September 28, 2021 meeting.

BACKGROUND:

In late 2018, the Fairfax County Board of Supervisors (BOS) called upon Fairfax County staff to identify potential environmental collaboration areas with Fairfax County Public Schools (FCPS). As a result of that effort, the County established the Joint Environmental Task Force (JET), comprised of two BOS members, two FCPS School Board members, and nine community representatives. The purpose of the JET was to be proactive and equitable while addressing climate change and environmental sustainability. In 2019 and 2020, the JET worked to establish its mission and determine focus areas for further development by subcommittees for energy, transportation, waste management and recycling, and workforce development. The JET's Waste Management and Recycling Subcommittee set a bold goal for Fairfax County government and schools: Zero Waste by 2030. This goal was incorporated into the County's Operational Energy Strategy as part of a number of changes adopted by the BOS in July 2021.

With just nine years to eliminate waste production by the area's government and schools, a Zero Waste Planning Team was assembled to begin developing the Fairfax County Government and Schools Zero Waste Plan (Zero Waste Plan) at the onset of 2021. The Zero Waste Planning Team consists of staff from Fairfax County's Solid Waste Management Program (SWMP), Department of Procurement and Material Management (DPMM), Facilities Management Department, Park Authority, FCPS Office of Facilities Management, and FCPS Get2Green.

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In collaboration with a consultant and many other County and FCPS departments, the Zero Waste Planning Team completed the Zero Waste Plan and presented it to the Board of Supervisors Environmental Committee on September 28, 2021. The Plan includes background information on current waste generation and existing waste prevention and diversion programs, an analysis of the Zero Waste efforts of similar jurisdictions, 24 priority waste prevention and reduction strategies, and an initial implementation structure which includes mechanisms to ensure and track progress.

Notably, at the core of this Zero Waste Plan is waste prevention: eliminating waste before it starts. The greatest benefits of Zero Waste are achieved when we reduce consumption and systematically reuse materials and products. Thus, the aspirational goals of this Zero Waste Plan are twofold: to divert 90 percent of our waste away from incinerators or landfills; and to reduce our total waste stream (trash, recycling, and composting) by 25 percent. The Plan's recommended strategies reflect the importance of a "whole lifecycle" approach that is inclusive and collaborative, as summarized by the 4R's: Reach Out, Reduce, Reuse, and Recycle.

The Zero Waste Planning Team greatly appreciates the JET, BOS, and School Board's support of moving County and FCPS operations toward Zero Waste. This is an ambitious goal which will require significant financial investments, ongoing commitments from both Boards, and participation and a cultural change among all County and FCPS departments, staff, students, and business partners, as well as community members who use County and FCPS facilities. The Zero Waste Team (an implementation team including the departments that participated in the Planning Team as well as others) will work closely with the Office of Environmental and Energy Coordination to track and report on progress made toward Zero Waste regularly and/or as requested by the Boards.

FISCAL IMPACT:

The Zero Waste Team anticipates requesting funding for a total of five initial coordinating positions within the County and at least one for FCPS, to assist with the development of major annual cross-organizational implementation plans. This will support departments on an ongoing basis to request funding for specific Zero Waste projects. The Zero Waste Team will also work closely with the Department of Management and Budget to request funding, as appropriate, as part of the annual budget process and quarterly reviews.

ENCLOSED DOCUMENTS:

Attachment 1: Fairfax County Government and Schools Zero Waste Plan

Board Agenda Item
November 9, 2021

STAFF:

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Fairfax County Government and Schools Zero Waste Plan



October 2021

FAIRFAXCOUNTY
— VIRGINIA —





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List of Acronyms

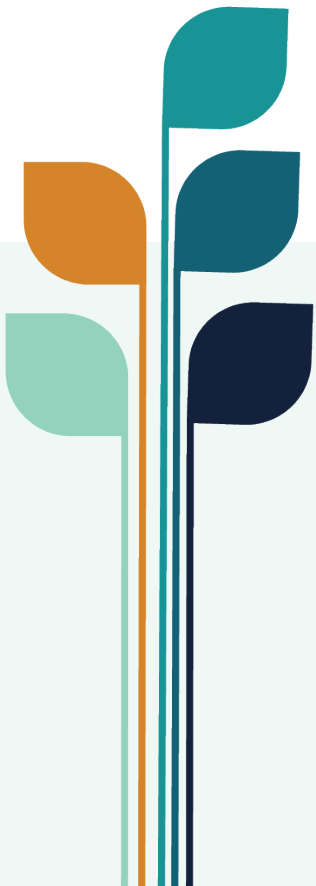
CAR	County Agency Route
C&D	Construction & Demolition Debris
DPMM	Department of Procurement and Material Management
DVS	Department of Vehicle Services
EPP	Environmentally Preferable Purchasing
RRF	Resource Recovery Facility
FCBOS	Fairfax County Board of Supervisors
FCPA	Fairfax County Park Authority
FCPS	Fairfax County Public Schools
SWMP	Fairfax County's Solid Waste Management Program
FEEE	Fairfax Employees for Environmental Excellence
JET	Joint Environmental Task Force
LEED	Leadership in Energy and Environmental Design
MRF	Materials Recycling Facility
MSW	Municipal Solid Waste
NWF	National Wildlife Federation
OCC	Cardboard
PET	Polyethylene Terephthalate
Plan	Fairfax County Government and Schools Zero Waste Plan
PP	Polypropylene
PFM	Public Facilities Manual
PPE	Personal Protective Equipment
SOPs	Standard Operating Procedures
SWMP	Solid Waste Management Program
VPPA	Virginia Public Procurement Act



Executive Summary

In late 2018, the Fairfax County Board of Supervisors called upon Fairfax County staff to identify potential environmental collaboration areas with Fairfax County Public Schools (FCPS). As a result of that effort, the County established the Joint Environmental Task Force (JET), comprised of County and School staff and community partners, to proactively and equitably address climate change and environmental sustainability.

In 2019, the JET worked to establish its mission and determine focus areas for further development by subcommittees for energy, transportation, waste management and recycling, and workforce development. The JET's Waste Management and Recycling Subcommittee set a bold goal for Fairfax County government and schools: **Zero Waste by 2030**. With just nine years to eliminate waste production by the area's government and schools, a Zero Waste Planning team was assembled to begin developing this Zero Waste Plan at the onset of 2021.



**Together, we can
help create a more
sustainable future.**

Waste by the Numbers

GOVERNMENT

13,000

Staff

252

County Facilities*

14 million

Park visitors

Receive weekly municipal solid waste and single-stream recycling collection services by the County Agency Route program.

SCHOOLS

180,000

Students

25,000

Staff

207

Locations including 198 schools

Receive weekly municipal solid waste and single-stream recycling collection services from contracted third party vendors.

CURRENT DIVERSION

15%

County government

18.5%

County schools

Estimated percentage of material currently being diverted from the trash. For more detailed information on diversion rates, see Overall Diversion Performance section.

OPPORTUNITIES FOR DIVERSION

57%

County government

71%

County schools

Estimated percentage of material currently in the trash that could be diverted.

*Government offices, public safety buildings, operational/maintenance facilities, public places, social services facilities.

What Zero Waste Means to Us

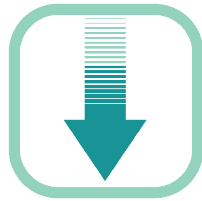
Zero Waste is a philosophy, commitment, and design principle seeking to minimize waste to close to nothing by adopting a holistic and climate-conscious approach to the vast flow of resources and waste that move through society.

Working toward Zero Waste in our government and school operations involves four essential strategies – Reach out, Reduce, Reuse and Recycle.

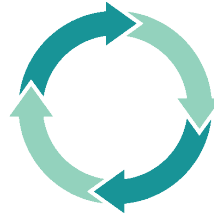
The 4 R's



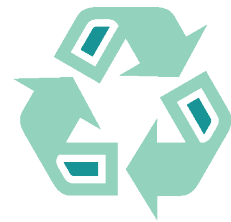
REACH OUT



REDUCE



REUSE



RECYCLE



**Zero Waste is much more than
a waste diversion effort.**

Addressing waste at its source by systematically reducing and reusing materials holds the greatest promise for preventing waste, reducing greenhouse gas emissions, and protecting the environment. The goals and strategies in this Plan aim to reflect this.

Goals and Strategies

2 Goals

Fairfax County's aspirational goal for its government and schools is two-fold. By 2030, we will:



Divert 90% of waste from disposal.



Reduce the overall waste generated by 25% from 2018 levels.

% as based on tonnage/weight

Note: Data on both waste and recycling generation for each facility is necessary so the reduction efforts can be measured and managed.

24 Strategies

To achieve these goals, 50 possible options were identified and 24 optimal strategies were selected. These options and selections were the result of:

- Analyses of the County's existing Zero-Waste related programs, waste and recycling audits, a review of strategies utilized in other similar jurisdictions and by the Commonwealth of Virginia, and the Zero Waste Employee Survey conducted in May 2021
- Analyses of each strategy's potential impact toward our Zero Waste goal and its feasibility and suitability for implementation in Fairfax County's unique operations

The following tables describe the 24 optimal strategies and how they tie to the 4R's. The complete Plan also includes cost and timeline information as well as a discussion of health and safety.

Theme 1: Culture: Education and Outreach		 Reach out	 Reduce	 Reuse	 Recycle
1.1	Designate Zero Waste Champions	•			
1.2	Develop Strategies to Recognize, Motivate, and Compensate Staff	•			
1.3	Develop Educational Resources, Signage and Training	•			
1.4	Facilitate Action through Campaigns, Toolkits and Guides	•			
1.5	Maximize Opportunities for Student Engagement	•			

Theme 2: Program Establishment		 Reach out	 Reduce	 Reuse	 Recycle
2.1	Establish Zero Waste Team	•	•	•	•
2.2	Expand Sustainable Purchasing Program		•	•	•
2.3	Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts	•			
2.4	Establish Programmatic Reporting of Activities by County Departments and Schools	•			
2.5	Measure Success: Waste Audits, Reporting, Facility Assessments	•			
2.6	Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships		•	•	•
2.7	Launch a Reusable Packaging Program		•	•	
2.8	Establish or Expand Edible Food Rescue and Donation Program		•	•	

Theme 3: Facility Upgrades		 Reach out	 Reduce	 Reuse	 Recycle
3.1	Design and Retrofit for Zero Waste	•	•	•	•
3.2	Standardize and Increase Waste Receptacles and Signage		•	•	•
3.3	Implement Reusable Food Service Ware		•	•	
3.4	Install Additional Air Hand Dryers		•		
3.5	Install Additional Bottle Filling Stations		•	•	

Theme 4: Policy Implementation/ Board Directives		 Reach out	 Reduce	 Reuse	 Recycle
4.1	Establish a Zero Waste Policy	•	•	•	•
4.2	Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals	•	•	•	•
4.3	Establish Board Directive/Policy for Organics or a Food Disposal Ban	•			•
4.4	Establish Board Directive/Policy to Ban Single-use Plastics	•	•		
4.5	Support Legislative Actions at the State and Federal Levels	•	•	•	•
4.6	Use Events as a Catalyst to Minimize or Eliminate Waste	•	•	•	•

How We Will Achieve Zero Waste

Achieving Zero Waste by 2030 is no small task. It will require participation from every employee, student, and user of government and school facilities, as well as County and FCPS leadership and business partners. For Fairfax County's complex and diverse operations to reach this goal, building a strong, foundational implementation structure and network is essential.

The Zero Waste Plan describes the necessary participation, resources, and mechanisms for ensuring and measuring progress, and short-term priorities for 2022 to set up a successful implementation.



Commencement

While this Plan marks an important milestone in Fairfax County's Zero Waste journey, this journey has been underway for years. Government and school operations have built a strong foundation for achieving Zero Waste as demonstrated by the waste diversion and reduction programs in the Where We Are Now section.

Successful implementation of this Plan will depend on changing thoughts, behaviors, and attitudes related to consumption and waste. The four essential strategies - Reach Out, Reduce, Reuse, and Recycle (the 4Rs) - are key drivers to achieve this goal, especially as the County and FCPS shift to an approach prioritizing upstream waste reduction rather than downstream waste management. The focus on engaging staff, students, and facility users will help lead the way in achieving Zero Waste.

Waste audits conducted during the development of this Plan emphasized the opportunity for improvement in waste reduction. The size and complexity of Fairfax County's government and school operations present substantial challenges in changing current practices around waste. The strategies and actions recommended in this Plan will require significant financial investment and the dedication of all facility users to succeed. However, overcoming these challenges will bring meaningful long-term environmental, economic, and societal benefits.



**Now that we have the
roadmap to achieve Zero
Waste, let's roll up our
sleeves and get started.
There's Zero time to Waste!**

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How the Plan Came to Be

In late 2018, the Fairfax County Board of Supervisors (FCBOS) called upon Fairfax County staff to identify potential environmental collaboration areas with Fairfax County Public Schools (FCPS). As a result of that effort, the County established the Joint Environmental Task Force (JET), comprised of two FCBOS members, two FCPS School Board members, and community representatives. The purpose of the JET was to be proactive and equitable while addressing climate change and environmental sustainability. In 2019, the JET worked to establish its mission and determine focus areas for further development by subcommittees for energy, transportation, waste management and recycling, and workforce development. The JET's Waste Management and Recycling Subcommittee set a bold goal for Fairfax County government and schools: **Zero Waste by 2030**. With just nine years to eliminate waste production by the area's government and schools, a Zero Waste Planning Team was assembled to begin developing this Zero Waste Plan at the onset of 2021. The Zero Waste Planning Team consists of staff from Fairfax County's Solid Waste Management Program (SWMP), Department of Procurement and Material Management (DPMM), Facilities Management Department, Park Authority, FCPS Office of Facilities Management, and FCPS Get2Green.

Our Community

A future without waste requires everyone to do their part. While this Plan applies to government and school operations, many community members use schools, libraries, rec centers, parks, and other municipal facilities in Fairfax County every day. Everyone who enters a government building or school or visits a park plays an important role in helping reach Zero Waste. The Zero Waste Team will take into consideration the many community members who spend time at Fairfax County's facilities and the role these individuals and groups can play in reducing waste. Educating visitors on waste reduction is a top priority. In addition to impacting municipal operations, this Plan aims to provide inspiration and best practices for people, businesses, and other institutions throughout the community.

Our Opportunity

This Fairfax County Government and Schools Zero Waste Plan (Plan) is a guide for Fairfax County's municipal operations to transition to a future without waste. As the most populous county in the Washington D.C. metropolitan area, Fairfax County has a tremendous opportunity and responsibility to rethink the way its operations consume and dispose of materials to reduce the environmental impact.

Zero Waste is much more than a waste diversion effort. It is about better managing materials across their entire lifecycle, creating a ripple effect of benefits for society. For example, reducing, reusing, and recycling materials decreases solid waste, prevents litter, and reduces the climate-warming emissions and other pollution that are caused



by the extraction of raw materials. Zero Waste efforts also create opportunities for new, greener business models and innovations around sharing, reusing, and salvaging materials. These innovations support a transition to a circular economy.

Addressing waste at its source by systematically reducing and reusing materials holds the greatest promise for preventing waste, reducing greenhouse gas emissions, and protecting the environment. Therefore, this Plan includes many recommendations aligned with these “upstream” strategies, in addition to more traditional “downstream” strategies such as improving recycling and composting.

Among the most important actions we can take are ones to collaborate with, educate, and empower the staff, students, and community members who will be part of this Zero Waste journey.

In addition to specific recommendations for achieving Zero Waste, this Plan also takes a deep dive into current waste reduction and management conditions, including a trash and recycling audit, employee input, and a framework for implementing the Plan.

This Plan is intended to be a living document that provides direction and key recommendations to set Fairfax County government and school operations on the path to Zero Waste. This ambitious goal will be achieved with flexibility, determination, and teamwork.

What Zero Waste Means to Us

Zero Waste is a philosophy, commitment, and design principle seeking to minimize waste to close to nothing by adopting a holistic and climate-conscious approach to the vast flow of resources and waste that move through society.¹

Working toward Zero Waste in government and school operations involves four essential strategies – Reach out, Reduce, Reuse, and Recycle.



The 4 R's



Reach out

Create a culture of sustainability by engaging individuals to pursue Zero Waste through collaboration, education, and outreach.



Reduce

Minimize consumption to only what is necessary. Phase out single-use products and packaging wherever possible.



Reuse

Support a circular economy by purchasing more durable, reusable, repairable, and recyclable materials that are produced sustainably. Adopt closed-loop systems.



Recycle

Once products and packaging can no longer serve their intended purpose, treat materials as valuable resources rather than waste by recycling or composting.

FIGURE 1: FOUR ESSENTIAL STRATEGIES

In striving for Zero Waste in its government and school operations, Fairfax County will:

- **Recognize everyone has a role to play**—government leadership, suppliers, staff, students, and patrons—and will provide education and other assistance to facilitate change.
- **Embrace opportunities to support social benefits** such as climate goals and economic development.
- **Lead, partner with, and learn from others** to establish a Zero Waste future.



Through these strategies, Fairfax County's aspirational goal for its government and schools is two-fold. By 2030, we will:



Divert 90% of waste from disposal.²



Reduce the overall waste generated by 25% from 2018 levels.

% as based on tonnage/weight

FIGURE 2: COUNTY GOALS

Circular Economy

To achieve Zero Waste, there needs to be a reframing and restructuring of how product lifecycles are viewed and handled. Most societies have adopted a traditional linear economy, meaning raw natural resources are extracted and made into single-use products before being disposed of in a landfill or incinerated. While there is some reuse and recycling of both renewable and non-renewable resources in a linear economy, reuse and recycling are not the majority practice nor the focus. In a circular economy, there is significant focus on reduction, reuse, and recycling so that nothing is landfilled or incinerated. In other words, Zero Waste is achieved.

A circular economy is based on the principles of designing out waste and pollution, keeping products and materials in use, and regenerating natural systems.¹

Two different approaches, "upstream" and "downstream", can be used to develop a circular economy. In an upstream approach, waste is prevented at its source: reducing consumption (overall or for certain materials) and systematically reusing products decreases the amount of material that could eventually become waste. Examples



include banning the use of unsustainable materials like Styrofoam or installing air hand dryers to decrease the need for single-use paper towels. In a downstream approach, waste mitigation is addressed at the point of disposal, typically through enhancing recycling programs so that discarded materials may be remanufactured into new products rather than landfilled.

Upstream approaches, which prevent waste before it is even created, consistently create the greatest positive environmental impact, however both upstream and downstream approaches contribute to the benefits associated with a circular economy. Implementation of these approaches leads to decreased extraction of raw, virgin materials, decreased greenhouse gas emissions that contribute to climate change, decreased need for landfill space and incineration, and increased energy savings in product manufacturing.

Where We Are Now

About Our Government and Schools

Despite an operational focus, the scope of this Zero Waste Plan is significant. Fairfax County is the most populous county in Virginia with 1.2 million residents. It covers 420 square miles and is a mix of urban, suburban, and rural land use. In support of this diverse community, the County Government has 46 departments and provides a countless number of important services to the community. These departments include Finance, Procurement, Human Resources, Human and Social Services, Information Technology, Facilities Management, Public Works and Environmental Services—which includes stormwater, wastewater, solid waste, and capital facilities—Vehicle Services, Transportation, the Park Authority, and more.

The County operates 252 facilities including government offices, public safety buildings (fire, police, etc.), operational/maintenance facilities, public places (courts, community centers, libraries, etc.), and social service facilities, plus 427 parks spanning 24,000 acres operated by the Park Authority. These operations are supported by a 13,000-strong workforce. Fairfax County Government is well known nationally for many of its innovative and award-winning community services.

FCPS is also notably large and impactful. Along with providing excellent educational programs, waste generation ranges from electronic devices provided to every student in 2020 to managing one of the largest school bus fleets in the country. FCPS enrolls 180,000 students and employs 25,000 staff. It operates 207 physical locations including 198 schools. FCPS has a similar set of departments to the County operations which span from internal services to operations.

Waste generated within County and FCPS operations includes three primary types:



- **Operationally generated waste.** This includes everything from waste generated by fleet vehicle maintenance to electronic waste to construction and demolition debris.
- **Staff and student generated waste.** Staff and student lunches offer a prime example of this waste type. Waste from meals, whether brought from home, a restaurant, or a facility cafeteria, finds its way into our waste stream.
- **Waste generated by facility users, park patrons, clients, etc.** The Park Authority estimates that 14 million people visit its parks, rec centers, golf courses, athletic fields, and other facilities each year. Countless other resident interactions and public facility uses occur daily.

The pursuit of Zero Waste by 2030 will not be easy. In addition to these challenging waste types, the County's waste management system involves many stakeholders with different objectives. While the challenge is steep, the journey offers significant rewards for generations to come. The next section outlines both current waste management practices as well as innovative diversion programs already in operation.



FIGURE 3: WASTE MANAGEMENT

Current Waste Prevention, Diversion, and Management

Trash and Recycling

Trash and recycling are the primary waste streams managed at County and FCPS facilities. The path to Zero Waste requires system change, department/facility change, and individual behavior change. Each aspect of the process is outlined in detail below.

At the system level, all County and FCPS trash is routed to the Covanta Fairfax, LLC Waste-to-Energy facility located at the I-95 Landfill Complex. The trash is incinerated



and generates energy in the process. The resulting ash is deposited in the landfill on the same property.

Recyclables are routed to contracted Material Recycling Facilities (MRFs) for processing and sale. FCPS uses a separate contract for recyclables processing and sale which also includes hauling services. While the contracting process enables negotiation of terms, such as revenue for certain materials and costs for contaminants and processing, the limited number of MRFs in the region affects pricing and accepted materials. Both the County and FCPS contracts are for single-stream (commingled) recycling. Acceptable materials are dictated by the contracted MRF and change over time. The County and FCPS are responsible for disseminating this information to staff, students, and facility users alike. With regional and national economic forces influencing the viability of all recycling programs, managing contamination remains a key strategy for Fairfax County to achieve long-term sustainability.

The County and FCPS haul waste to processors in different ways. Hauling for waste generated at county facilities is provided by the Fairfax County SWMP. The SWMP operates a County Agency Route (CAR) that provides trash and recycling collection. Services include compactor and dumpster collection. While the County currently operates a single-stream recycling program, it has previously operated a dual-stream (material-specific) program. As a result, dumpsters outside some facilities have inconsistent signage and function compared to currently acceptable materials. Additionally, long-term operational changes have resulted in a small number of buildings that do not have recycling services. SWMP hauling offers advantages such as efficient coordination with Zero Waste recommendations. FCPS uses two private third-party contracted haulers to service all trash and recycling dumpsters. The contractors also provide FCPS with educational resources and support.

Inside County and FCPS facilities, the collection of trash and recycling is managed in a variety of ways. The County's Facilities Management Department oversees most facilities and coordinates contracted custodial services. These contracted services are customized to meet individual building needs. Custodial contractors collect waste from workspaces and common areas and deposit the waste in building dumpsters. Departments who operate their own facilities (such as the Department of Public Works and Environmental Services, Park Authority, etc.) oversee their own collection schemes. The County also uses leased office space. In these scenarios, the waste hauling and custodial service details are documented in lease terms and services are provided by property management companies.

FCPS manages their facility operations in a similar way apart from an in-house custodial workforce. FCPS's Department of Facilities and Transportation Services oversees this workforce in addition to all building management functions.

Departments, schools, and/or facilities then provide another layer of management. This includes deploying their own purchased receptacles or organizing waste collection



infrastructure to meet their needs. Encountering different types of bins and signs in different buildings or even different areas of the same building is a common experience in County and FCPS facilities. Inconsistent internal collection systems can create challenges and confusion for custodial staff, employees, students, and visitors alike. The Park Authority also operates an extensive waste collection program for publicly located receptacles (i.e., parks and athletic fields). Recycling bins are minimally deployed in these locations due to high contamination rates and collection costs.

The performance of this complex waste management system depends on a coordinated approach at all levels.

Recycling at Fleet Vehicle Maintenance Facilities

The County's Department of Vehicle Services (DVS) operates four maintenance facilities. The Alban Maintenance Facility (DVS Alban) is an example of advanced



recycling activities. DVS Alban routes used tires, oil, oil filters, antifreeze and other chemicals, aerosol cans, automotive batteries, and miscellaneous scrap metals to various recycling contractors specializing in those materials. Additionally, they also work with a retreading contractor to extend the useful life of their tires and save money whenever possible. As a result, DVS Alban successfully diverts a large portion of its waste stream.

Food Waste Diversion Pilot Programs

In 2019, the County designed and launched a pilot food scrap compost program with support from a contractor. The voluntary program has attracted 17 participating groups as of summer 2021 including, the Department of Finance, County Attorney, DVS West Ox, Department of Planning & Development, DPMM, SWMP, Office of Environmental & Energy Coordination, Park Authority, Office of Strategy Management, Kings Park Library, Reston Library, and Board of Supervisor Offices.

Launched by the Fairfax Employees for Environmental Excellence (FEEE), the pilot has diverted thousands of pounds of food waste, engaged with hundreds of staff, and helped develop important operational experience in several settings. In November 2020, the SWMP launched residential food scrap drop-off sites at the I-66 and I-95 facilities. Expansion has continued and as of June 2021, the SWMP opened four additional drop-off

Vermicomposting is the use of earthworms to convert organic waste into fertilizer.



locations at farmers markets in partnership with the Park Authority.

FCPS has also operated food waste diversion programs. As of December 2019, 44 schools in FCPS reported having school-based composting programs. Schools with composting programs manage a compost tumbler or pile on site and add compostable items from the cafeteria, classrooms, or garden activities. The resulting composted soil is typically used in the school's garden. In addition to outdoor composting programs, 17 schools reported having worm bins in at least one classroom for vermicomposting. See Appendix B for more information.

From 2014 to 2015, Fairfax County's Olde Creek Elementary School conducted a compost collection pilot in partnership with a commercial hauler. Funding of this pilot was made available through an internal grant from the Schoolyard Stewardship Mini Grant program. As part of the pilot, there was weekly collection of two, 14-gallon containers of food waste and other compostables (such as napkins, food-contaminated cardboard, wax paper, etc.) used by a select few classrooms. While the vendor reports indicated a successful program, staff turnover at the school limited the amount of available feedback.

Some FCPS schools choose to go beyond recycling and composting to implement additional school-based food waste reduction programs. As of December 2019, 66 schools reported having food sharing programs in which they collect unopened packaged food and safely store it for donation to local organizations addressing food security in the community.

E-Waste and Toner Cartridges

The County and FCPS's surplus electronics program, which encompassing any item containing a circuit board as well as toner cartridges, offers robust recycling solutions for these materials. The County and FCPS use the same contract for collection and processing which includes refurbishing components for resale and de-manufacturing equipment for recycling. This program delivers information security, environmental performance, and generates revenue.

Batteries, Bulbs, and Hazardous Waste

Batteries, bulbs, used oil, antifreeze, paint, and other chemical wastes are generated through normal operations, and the County and FCPS have diverse management schemes for these universal wastes and hazardous wastes. Much of this material is routed through County contractors. Smaller batteries such as single-use alkaline and rechargeable batteries remain difficult to manage and could be enhanced with centrally coordinated programs. The County's Hazardous Waste Management Program provides consultation and support to County and FCPS efforts on an as-needed basis.

Scrap Metal

Scrap metal is generated during building, remodeling, and demolition projects and through daily operation in building maintenance and fleet services. Scrap metal is collected separately onsite or consolidated at the I-66 or I-95 facilities and is routed to a



metal recycling contractor. The County directly measures the amount of scrap metal recycled and receives revenue for these materials.

Yard Waste and Brush

Yard waste, brush, and other landscape waste is generated through daily operations as the County and FCPS manage their grounds. These materials are either left on the lawn, composted, or chipped to create mulch. Yard waste is currently managed separately through County or FCPS staff and contractors and is 100% diverted. Emergency management plans address storm debris and management outside of the Zero Waste Plan. Specific volumes of these materials (by weight or yard) are not currently collected. Due to the multitude of ways this material is managed, exact volumes do not exist and would be a challenge to measure.

Hard-to-Recycle Materials

Some schools choose to participate in alternative disposal programs such as the Trex³ recycling challenge for plastic film or Crayola ColorCycle⁴ for markers and highlighters. Programs like these allow diversion of materials that would otherwise be disposed of with other waste. However, some such programs, including Crayola ColorCycle were halted due to the COVID-19 pandemic. Some challenging materials such as plastic film are ubiquitous in County and FCPS operations. FCPS experience in diverting difficult to manage materials could inform systemwide program development.

There are also efforts to transition away from non-divertable materials. For example, in 2016 FCPS phased out the use of polystyrene food trays in its cafeterias and replaced them with environmentally preferable containers.

Construction and Demolition

Construction and Demolition Debris (C&D) is created through various County and FCPS activities including construction, remodeling, and demolition. C&D waste is managed in various ways through County and FCPS policies and procedures.

- C&D waste managed directly by CAR or dropped off by staff at the County's I-66 and I-95 facilities is currently landfilled. Volumes of C&D waste collected and hauled by CAR are tracked. Opportunities exist for this volume to be diverted and managed through a C&D recycling processor. Given the significant tonnages associated with C&D waste, diversion strategies should be explored as part of Zero Waste efforts.
- The County Green Building Policy⁵, updated September 2020, has a goal for County construction and renovation projects greater than 10,000 square feet to be Gold LEED certified. Waste is a component of LEED certification and is closely tracked. However, this data on volumes and diversion rates does not always get tracked through the County waste data systems.
- County projects smaller than 10,000 square feet and FCPS projects are typically managed through the contractor providing the construction, remodeling, or demolition project. Volumes of C&D waste are not generally reported for

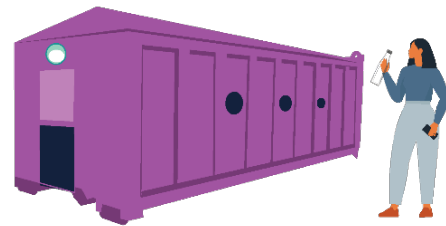


tracking and management of the material through landfilling or a C&D recycling processor.

- Data on the amount of C&D material managed, both landfilled and recycled, is not currently tracked for all projects and gaps in volumes and diversion rate information exist. Opportunities for management of C&D waste through Zero Waste, tracking of volumes, and diversion rate tracking exist. C&D waste management should be further explored during the implementation of Zero Waste.

Glass Recycling: The Purple Can Club

In 2019, Fairfax County partnered with three jurisdictions in Northern Virginia to create the Purple Can Club⁶ to divert and recycle glass bottles and jars. Glass is no longer required to be collected in curbside recycling, as it contaminates other recyclables and ends up in landfills after processing. Large purple, glass-only containers are located around the County to collect all colors of glass which go to the I-95 Landfill Complex for recycling.



Although the Purple Can Club is primarily for County residents, the successful management of this program contains lessons for handling hard-to-recycle materials in County government and school operations. Glass collection containers, many of which are located at County facilities, have likely reduced the amount of glass in the County's operational waste stream.

Reduction and Reuse Programs

The County and FCPS have both implemented programs and other efforts aimed at preventing waste at its source. For example, both the County and FCPS have installed hand dryers in many bathrooms (as funding and infrastructure have allowed) and removed paper towels. Similarly, water filters and coolers have been installed in County office kitchens where funded, and bottle filling stations have been installed at several schools. Both entities have further reduced waste by buying cleaning products in bulk, using concentrated chemicals, and/or opting for refillable cleaning product containers to reduce packaging. Also, some County facilities have kitchens stocked with reusable dishes and containers, and some of the kitchens have dishwashers available. Some facilities reuse paper (e.g., old plan sets, memo pads, etc.) as material for art projects.

Staff found that the COVID-19 pandemic facilitated more sustainable practices. For example, virtual learning reduced overall paper usage in schools and teleworking reduced the amount of paper, ink, and overall waste from facilities. The continued use of electronic communications post-pandemic will help maintain the reduced paper use.



The County and FCPS also operate extensive reuse programs to manage excess and surplus property. Surplus property is material that is no longer needed due to factors such as condition, age, cost to repair, changing operational needs, and facility renovations. The Reuse, Sale, and Recycling program includes items like surplus office supplies, furniture, appliances, equipment and tools, industrial machinery, fleet vehicles, and anything else 'beyond the bin.' The pool of surplus County and FCPS material is first made available via an online shopping portal to staff within both organizations which helps maximize reuse. Items that are not internally reused are offered for sale via public e-auctions before being routed to recycling contractors. In FY 2017, the County

Zero Waste at the Warehouses: The County's Logistics Center and FCPS' Forte Support Center

The Logistics Center is operated by the Department of Procurement and Material Management (DPMM) and serves as the County's central warehouse. It is a 63,000-square-foot warehouse in Springfield – and possibly the County facility with the highest waste diversion rate. DPMM operates the Reuse, Sale, and Recycling program for surplus property while also providing a range of other logistics services to County departments. DPMM transports surplus material to the Logistics Center for processing, delivers items for reuse, conducts online auctions, coordinates recycling programs such as e-waste recycling, facilitates donations to charity, and provides consulting to departments on optimal surplus management. Figure 4 illustrates the different ways that the Logistics Center diverts unwanted items and materials from landfills or incineration, including the recycling of vehicles and large apparatus equipment, books and paper, e-waste, and scrap metal. Through these activities, the Logistics Center achieves a 95% waste diversion rate.

redistributed or sold 94% of its excess and surplus property. This notable Zero Waste success also helped generate \$1.5 million in revenue, save thousands in disposal costs, and avoid hundreds of thousands in expenditures of new equipment.



Logistics Center





-  **Redistribution and sale of surplus assets, including vehicles and large apparatus equipment**
(In 2019, 4,000 items diverted)
-  **Book and paper recycling**
(100 tons annually)
-  **Electronic waste recycling**
(In 2019, 40,000 pounds of electronic waste)
-  **Scrap metal recycling**
(In 2019, 97,113 pounds of scrap metal)

FIGURE 4: LOGISTICS CENTER

FCPS' Forte Support Center

The Forte Support Center serves as the school system's central warehouse. Operated by the FCPS Office of Procurement Services, the Forte Center provides surplus property management as well as procurement and warehousing services for bulk school supplies. Over 700 different items are purchased in bulk, stocked at the Forte Center, and delivered to the schools as needed. The very nature of the operation reduces waste and cost, but the Forte Center goes further by reusing the shipping containers it receives to repack materials for school delivery. The program has developed its own custom labeling system to ensure efficient and coordinated delivery services.

The FCPS' Forte Center and the County's Logistics Center are leading the way towards a Zero Waste future.

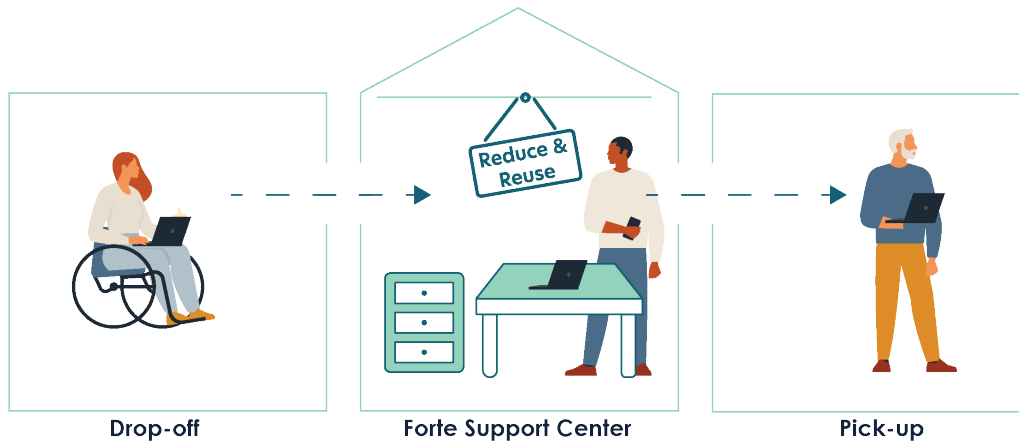


FIGURE 5: FORTE SUPPORT CENTER

Engagement

Fairfax Employees for Environmental Excellence

FEEE is a volunteer network of County staff, hosts outreach programs to educate staff on green initiatives.⁷ Outreach programs include tours of facilities and presentations about existing County sustainability initiatives, workshops on how employees can reduce their own footprint, and action campaigns such as the June 2021 litter pick-up challenge. The FEEE has been active in supporting County recycling initiatives for many years.

Get2Green and School-Based Waste Reduction Efforts

The Get2Green⁸ program is the environmental stewardship program for FCPS. The program supports hands-on environmental education and action for students and staff on sustainability topics including waste reduction, energy conservation, and gardening. Get2Green has a partnership with the National Wildlife Federation (NWF), to support hands-on environmental action through NWF's Eco-Schools-USA program.⁹ The Eco-Schools Consumption and Waste pathway is one of the more popular and accessible pathways for schools getting started on their green journey.

In 2018 and 2019, Get2Green hosted recycling challenges where student-led teams at 29 schools conducted waste stream audits and created action plans to improve their school's waste stream. Teams were then supplied with infrastructure required to implement their plan. Teams that completed these challenges were able to submit their audit and action plan to earn an award through Eco-Schools.

Policies and Regulations

County Government Policies and Regulations

The Fairfax County Code of Ordinances Chapter 109.1¹⁰ governs solid waste management and recycling in the County and requires that recycling systems be provided in non-residential buildings. This provides guidance on minimally accepted



materials. As noted above, specific lists of acceptable materials are provided by contracted MRFs. Various federal and state laws provide guidelines for the management of hazardous and universal wastes.

Public Facilities Manual (PFM).¹¹ The PFM guides the design and development of public facilities. Requirements which affect waste management include internal design characteristics as well as external elements such as dumpster enclosure details.

Standard Operating Procedures (SOPs). Due to the large variety of stakeholders involved in the County and FCPS waste management process, there are no central SOPs. SWMP, Parks, FMD, DPMM, and other stakeholders dictate procedures in areas under their control. This lack of coordination offers an opportunity for improvement.

The Virginia Public Procurement Act¹² (VPPA) and Fairfax County Purchasing Resolution.¹³ These policies outline the requirements and processes the County uses to procure goods and services. Additionally, they identify the County's Purchasing Agent as the entity responsible for the disposal of excess and surplus material.

Environmentally Preferable Purchasing (EPP) Policy. In 2009, Fairfax County adopted the EPP Policy to encourage greener purchasing by County and school staff. The EPP Buyer's Guide¹⁴ recommendations include reducing consumption, purchasing products that are long-lasting, reusable, recyclable, and/or made of recycled materials, and purchasing from vendors that reuse, take back, and/or recycle the products purchased, when feasible. This Policy, however, is aspirational. It does not mandate any specific products or purchasing practices.

The County's Green Building Policy,¹⁵ One Fairfax Policy,¹⁶ and other related County policies. Many County policies have connections to the Zero Waste Plan. For example, the LEED certification system awards points for many waste diversion actions and the One Fairfax Policy commits the county and schools to intentionally considering equity when making policies or delivering programs or services. Waste management practices have many equity considerations from the location of processing facilities to inclusion in business opportunities created by circular economies. The Zero Waste Planning effort will align with all related initiatives to achieve the greatest possible impact.

FCPS Policies and Regulations

Regulation 5030¹⁷

Regulation 5030 establishes guidelines and procedures for the redistribution and disposal of FCPS equipment, furniture, books, and other non-accountable, controlled, and capital assets.

Regulation 8541¹⁸

Regulation 8541 details recycling requirements for all FCPS facilities, including the current processes and accepted items for recycling in schools.



FCPS Policy 8542¹⁹

The FCPS environmental stewardship policy was adopted in 2008 and states FCPS' commitment to reducing the school division's environmental impact.

Virginia Ban on Single-Use Plastics

Executive Order 77, Virginia Leading by Example to Reduce Plastic Pollution and Solid Waste.

Governor Northam of Virginia signed an executive order to phase out and ban single-use plastics. After 120 days from the executive order taking into effect, state agencies and institutions of higher education are required to discontinue the buying and distribution of disposable plastic bags, single-use plastic and polystyrene food service containers, plastic straws and cutlery, and single-use plastic water bottles. Exemptions were included for medical/public health and safety uses; however, state agencies are required to create a plan by 2025 to phase out non-medical-use single plastic by 2025. The intent of the executive order is to address the fact that most plastics are not biodegradable and that less than 9% of plastics are recycled properly in the United States.

In early 2021, George Mason University established a Circular Economy and Zero Waste Task Force²⁰ to ensure institutional compliance with Executive Order 77. The state's leadership on this issue should help facilitate the county's transition to Zero Waste.

Overall Diversion Performance

Materials are considered diverted if they are managed through reduction, reuse, or recycling. Materials that are diverted by County and FCPS include mixed paper, cardboard, single-stream recycling, food waste, e-waste, scrap metal, tires, white goods (large electrical appliances including dishwashers, dryers, etc.), yard waste, and brush. Single-stream recycling includes aluminum cans, steel cans, plastic bottles, mixed paper, and cardboard. Materials that go to an incinerator or landfill such as municipal solid waste (MSW), or trash, and C&D are not considered to be diverted material. A baseline diversion rate was developed for the County and FCPS based on a sampling of data as described below. The diversion rate is expressed as a percentage of material based on weight per ton.

Waste generation was reviewed for 2015 to 2020 for the CAR. As noted above, this includes DPWES-SWMP collection services at most County facilities. This material was taken to the County's I-66 and I-95 facilities and weighed, making the data readily available. To calculate diversion rate, brush, mixed paper, cardboard, single-stream, tires, white goods, scrap metal, and yard waste tonnages were totaled together. Tonnage for MSW and C&D, which are incinerated and landfilled, were also totaled. The amount of material diverted was then divided by the total amount of material generated (per ton). The diversion rate for the County has consistently been around 15% for 2015 to 2020 as illustrated in Table 1.



As noted in the sections above, material is also managed outside the CAR collection system. Examples include e-waste and food waste which are picked up at different county locations directly by vendors. Other materials such as scrap metal and C&D are routed both to the County's disposal facilities and routed directly to a contracted processor. Individual departments coordinate these arrangements depending on their operational needs. In these direct-to-vendor situations, tonnage is only available from county staff or the vendor. The complexity of the County's operations makes it difficult to conduct a complete accounting of total waste generated. Staff attempted this accounting for calendar year 2020, reaching out to vendors and county staff for tonnage reports, and calculated a diversion rate of 27%. The slightly higher number includes the recycling of e-waste, food waste, paper shredding, additional scrap metal and battery and waste oil recycling. Given that CAR tonnages are readily available and reasonably reflect current diversion, the baseline diversion for this Zero Waste Plan will remain as shown in Table 1. See **Appendix A** for the more complete 2020 diversion report. As the County and FCPS work to make and measure progress toward Zero Waste, additional data collection mechanisms need to be established to obtain complete information on diversion performance.

Material	2015	2016	2017	2018	2019	2020
TOTAL DIVERSION RATE	16.3%	14.3%	15.8%	16.3%	14.9%	15.0%

TABLE 1: DIVERSION RATE FOR COUNTY ^A

A: Estimated diversion rate (tons) based on CAR tonnages (2015 to 2020)

FCPS waste generation was provided for FY2017 to the first half of FY2021. FCPS tonnages are reported by their private contractor that manages collection, disposal, and processing of recyclables. Total trash generation and total recycling generation for each fiscal year was calculated. The total tons of recycling were divided by the total tons of trash and recycling generated in tons to create a percentage diversion rate. The diversion rate for FCPS has hovered around 18.5% as illustrated in Table 2.

Fiscal Year	2017	2018	2019	2020	2021
TOTAL DIVERSION RATE	19.5%	18.1%	18.9%	18.6%	21.3%

TABLE 2: FCPS DIVERSION RATE ^B

B: ESTIMATED DIVERSION RATE (TONS) BASED ON FCPS, REPUBLIC SERVICES REPORTED DATA 20 CAR LOCATIONS (FY2017 TO FY2021)



The data available and used to calculate diversion rates covers mostly traditional recyclables instead of materials like scrap metal that is shipped directly to a metal recycler or C&D that is managed by contractors as part of a LEED building project. The diversion rates presented here are the best available data at the time of this Plan. Staff also attempted a more complete accounting of FCPS total tonnage and were able to document a 24% diversion rate with the addition of available contractor-managed tonnages. See **Appendix A** for more information. Continued work will be done on collecting data and measuring diversion rates.

Trash and Recycling Composition Audits

Understanding the compositions of the trash and recycling streams generated in Fairfax County facilities and FCPS locations is critical to developing a comprehensive picture of the County's solid waste management system. In April 2021, a visual trash and recycling audit was conducted through on-site visits of 20 total locations throughout the County including government administration buildings/offices, public safety buildings, Park Authority sites, public places, public schools, social services buildings, and operations/maintenance facilities. To obtain a visual estimate of the quantity of each material type present, reported by volume (not weight), trash and recycled material samples were removed from their respective dumpsters and sorted at each location.

The following sections give an overview of the trash and recycling audit results for 15 County government facilities and five Fairfax County public schools. The overall averages were weighted based on the number of locations sorted for each county location type. Information obtained during the audits, such as how much divertable material is in the trash stream, how much contamination is in the recycling stream, the volume of different types of material found in both trash and recycling streams, and patterns obtained during all audits were crucial in the development of the recommendations stated in this Plan.

It is important to note that due to the COVID-19 pandemic, most of the buildings were not occupied at full capacity and the results of the audits may not depict what would be seen during normal conditions. In addition, some of the sites used for the waste audit were vaccination hubs; therefore, waste generated did not give an accurate representation of normal operations.

Schools also had several new systems in place to limit person-to-person interaction, including individually pre-packaged lunches. Due to safety concerns, the students were provided with individual paper lunch boxes pre-packaged with multiple beverage and food options. This system generated a high volume of recoverable food waste and packaging in the trash stream. During normal operations, students decide what beverage or meal and sides they would like from a buffet line, which would likely result in a diminished amount of recoverable food waste and reduced need for plastic film packaging.



Material Found in the Trash County

The County facilities analyzed included one administration/office building, three public safety buildings, four parks under the jurisdiction of the Fairfax County Park Authority (FCPA), three public places, two operations/maintenance buildings, and one social services building. The results (by volume) of the visual waste audits of these County facilities are summarized below in Figure 6. It should be noted that the overall averages were weighted based on the number of County facility locations sorted.

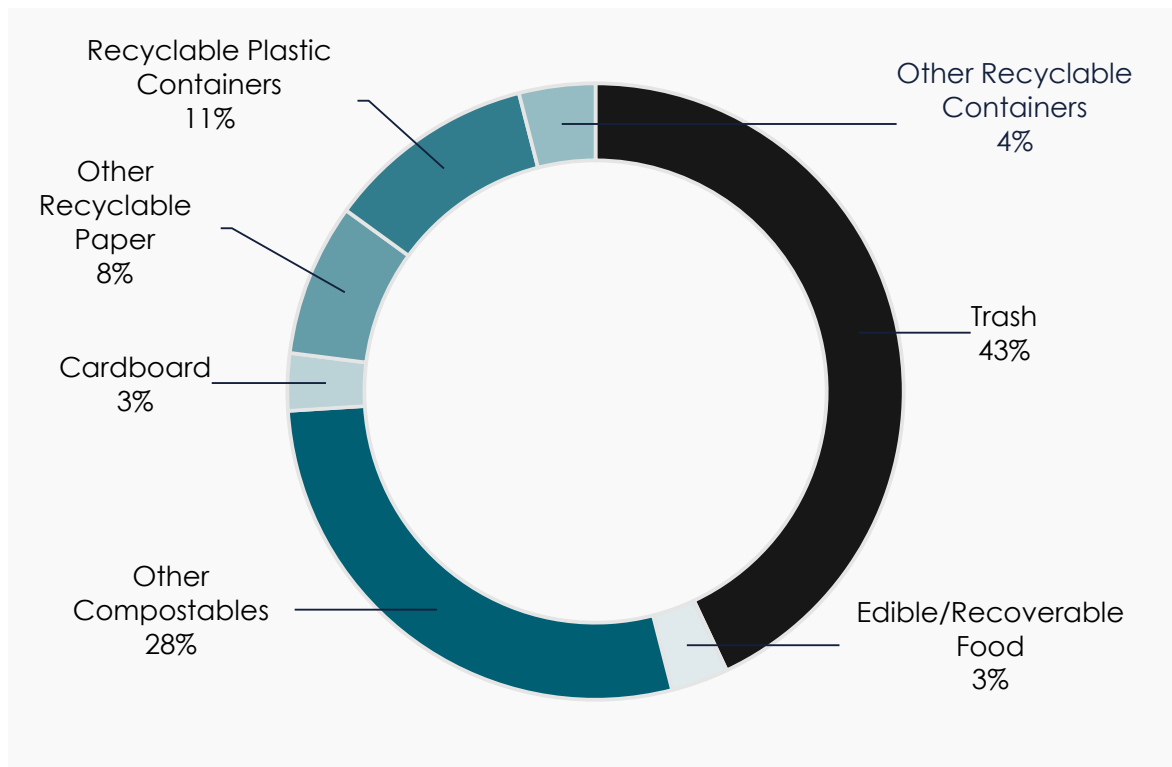


FIGURE 6: TRASH COMPOSITION AUDIT RESULTS FOR COUNTY FACILITY LOCATIONS

By volume, 57% of the materials found in the trash were divertable, including edible/recoverable food, other compostables (e.g., low-grade paper, unrecoverable food waste, etc.), cardboard, other recyclable paper, recyclable plastic containers, and other recyclable containers. The most divertable material found in the County facilities' trash stream was other compostables. The second- and third-most divertable materials were recyclable plastic containers and other recyclable paper, respectively. **Only 43% (by volume) of the entire MSW stream could not be recycled or diverted based on current recycling programs and markets.** Figure 7 summarizes the total percentage of divertable materials found in the trash stream at County facilities, which was 57% (by volume). Figure 8 shows the average divertable materials volume seen in the trash stream at each type of County facility. The results of the County facility audit



suggest there could be improvements in diverting recoverable, reusable, and recyclable materials from the trash stream, and ultimately, incineration.

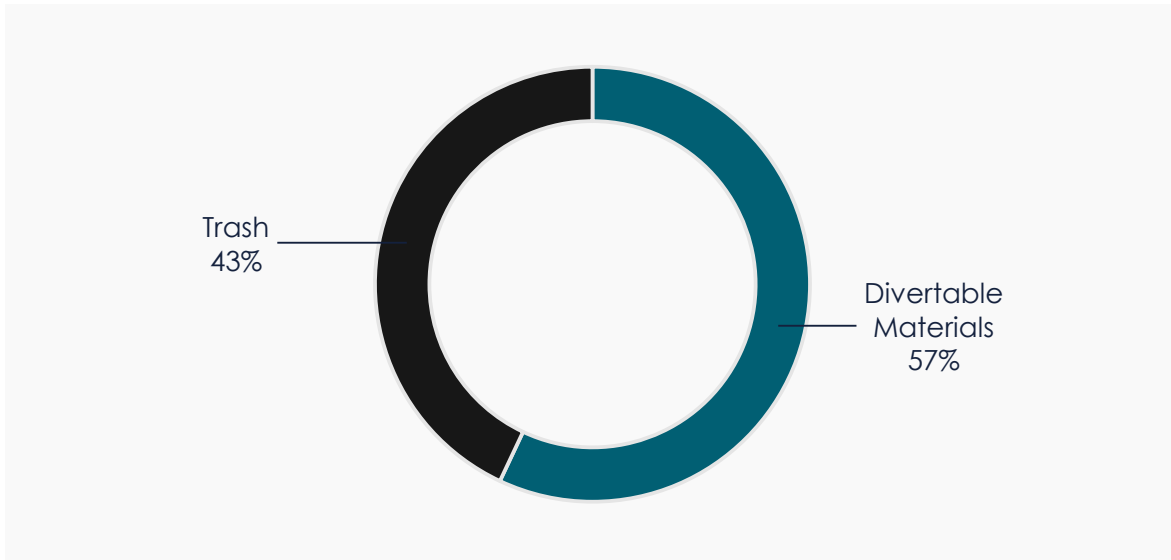


FIGURE 7: COUNTY FACILITIES DIVERTABLE MATERIALS IN TRASH (% BY VOLUME)

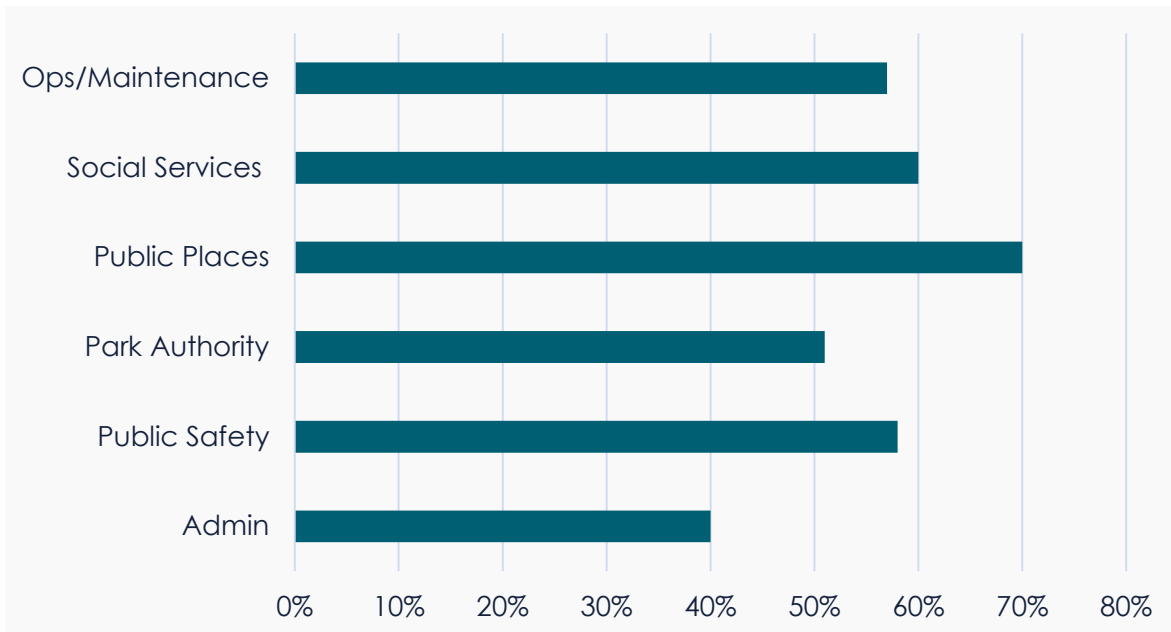


FIGURE 8: COUNTY FACILITY DIVERTABLE MATERIALS IN TRASH, RATE PER FACILITY TYPE (% BY VOLUME)



School

Visual audits of material pulled from the trash were conducted at five Fairfax County schools. The results of the visual audits from the five schools visited are summarized in Figures 9 and 10. The most divertable material found in the FCPS trash stream was other compostable items, which mainly consisted of low-grade paper and unrecoverable food. The second-most divertable material was edible/recoverable food mainly from school lunches. Other recyclable paper was the third-most divertable material.

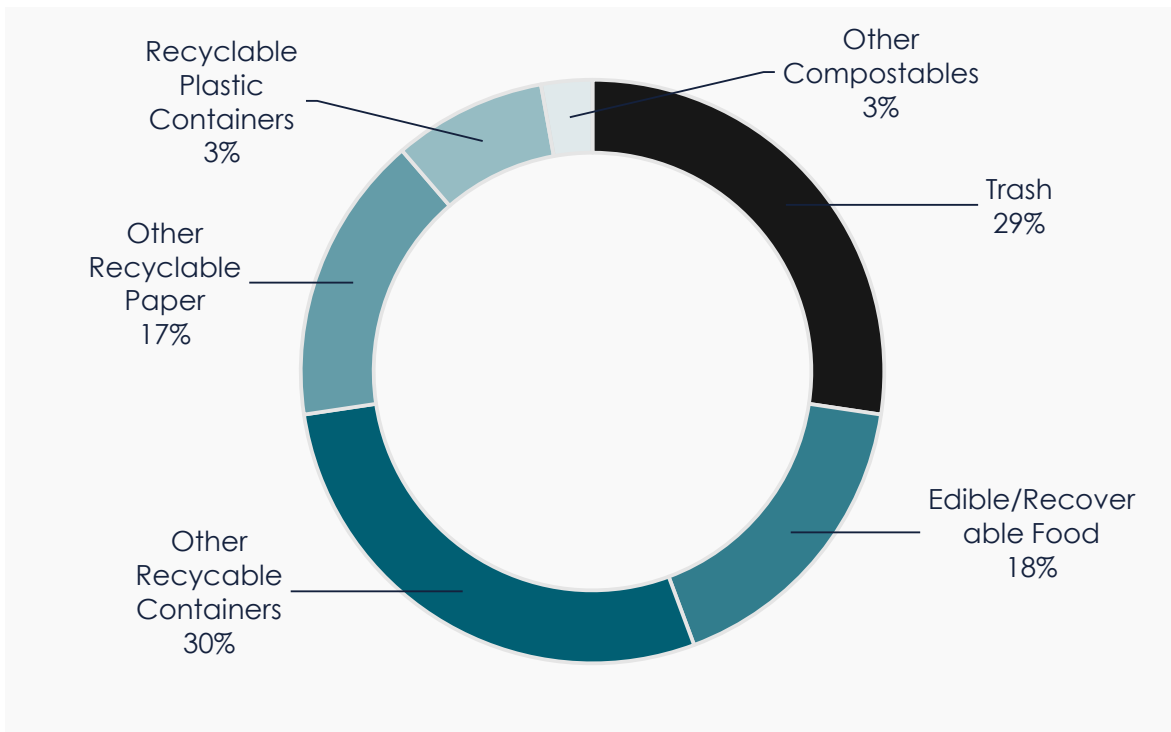


FIGURE 9: TRASH COMPOSITION AUDIT RESULTS FOR SCHOOLS

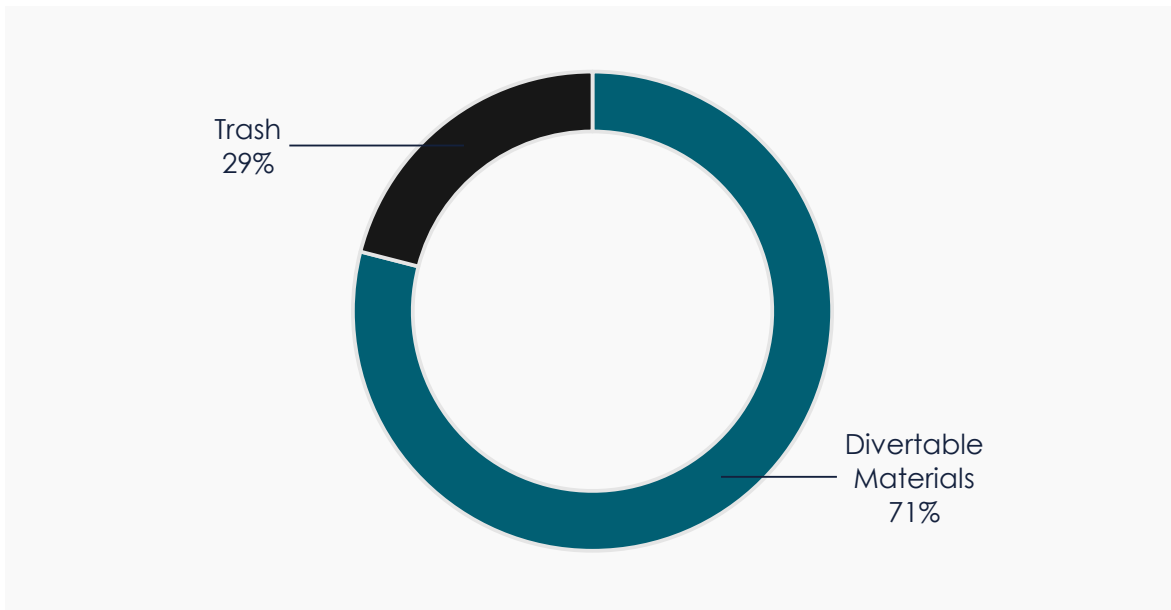


FIGURE 10: SCHOOL DIVERTABLE MATERIALS IN TRASH (% BY VOLUME)

71% of the material in our trash is divertable

Material Found in the Recycling County

Recycling audits were conducted at 12 County government facilities (three of the facilities included in the waste audits were not included in the recycling audits due to either restricted access to the dumpsters or no sample being present due to dumpsters being emptied prior to arrival). The majority (by volume) of recycling was made up of cardboard, followed by non-recyclables, and then other recyclable paper. Some of the main non-recyclables found in the recycling stream were plastic film, Styrofoam, low-grade paper, C&D (e.g., wood and rebar), shredded paper, food waste containers, and single-use plastic service ware. The results (by volume) of the visual recycling audits of these County facilities are summarized below in Figure 11. It should be noted that the overall averages were weighted based on the number of County facility locations sorted. Figure 11 summarizes the weighted average contamination (non-recyclables) rate found in the County facility recycling stream, which was 21% (by volume). Figure 12 shows average recycling contamination rate (by volume) for each County facility type. Results of the recycling audit suggest significant opportunities for improvement. The results of the County facility recycling audit suggest there could be improvements in assuring non-recyclable materials are properly discarded in the trash instead of the recycling stream.

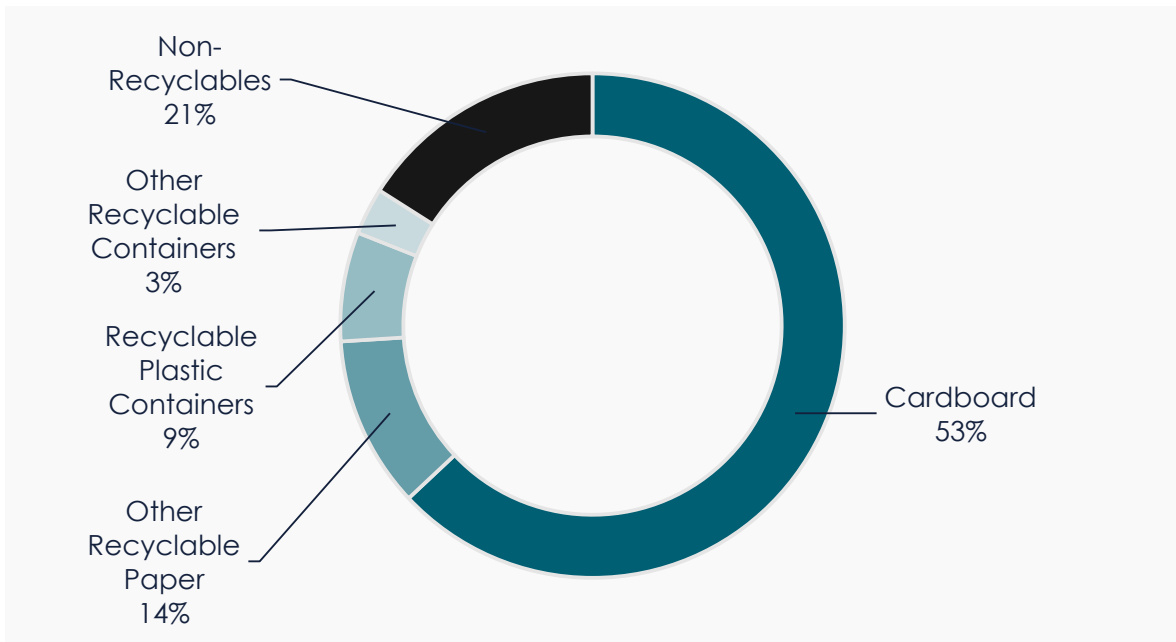


FIGURE 11: RECYCLING COMPOSITION AUDIT RESULTS FOR COUNTY FACILITIES

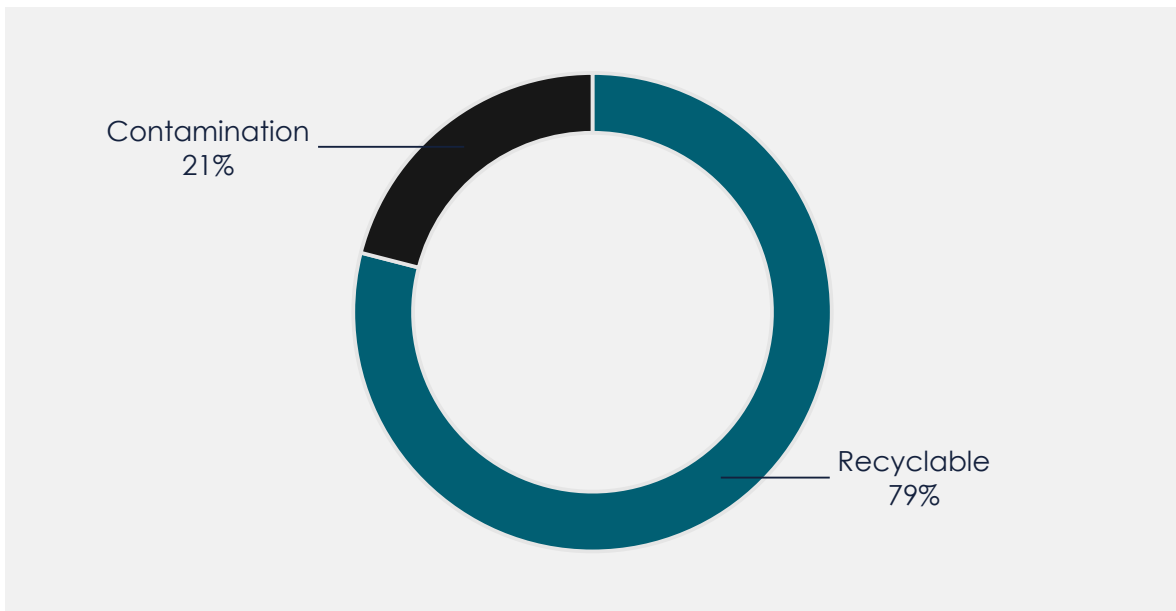


FIGURE 12: COUNTY RECYCLING CONTAMINATION (% BY VOLUME)

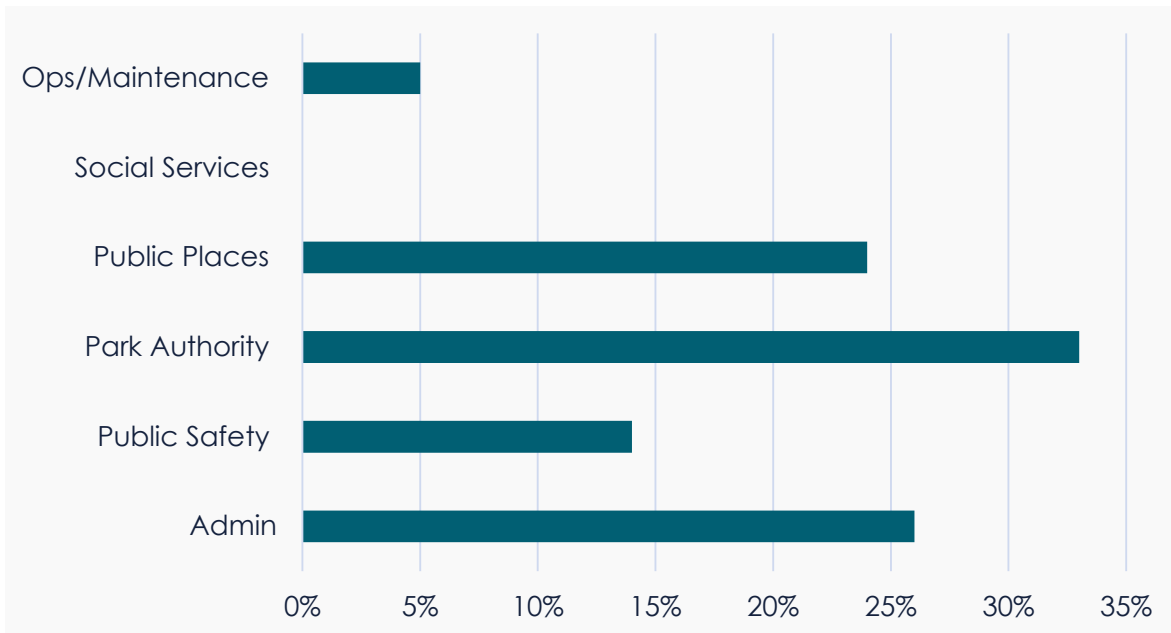


FIGURE 13: RECYCLING AUDIT CONTAMINATION RATE CONTAMINATION RATE RESULTS FOR COUNTY FACILITIES (PER FACILITY TYPE)

School

Recycling audits were conducted at four of the five selected schools and are summarized in Figure 14 (One of the facilities included in the audits was not included in the recycling portion of the audit due to no sample being present due to dumpster being emptied prior to arrival). Very little of the schools' recycling stream (3% by volume) had non-recyclable contamination (as seen in Figure 15). Cardboard was the most prevalent material in the recycling stream at 91% by volume. At the time of the recycling audit, most of the schools were still only at partial capacity due to COVID-19 which could account for the relatively low percentages seen for the other recyclable categories.

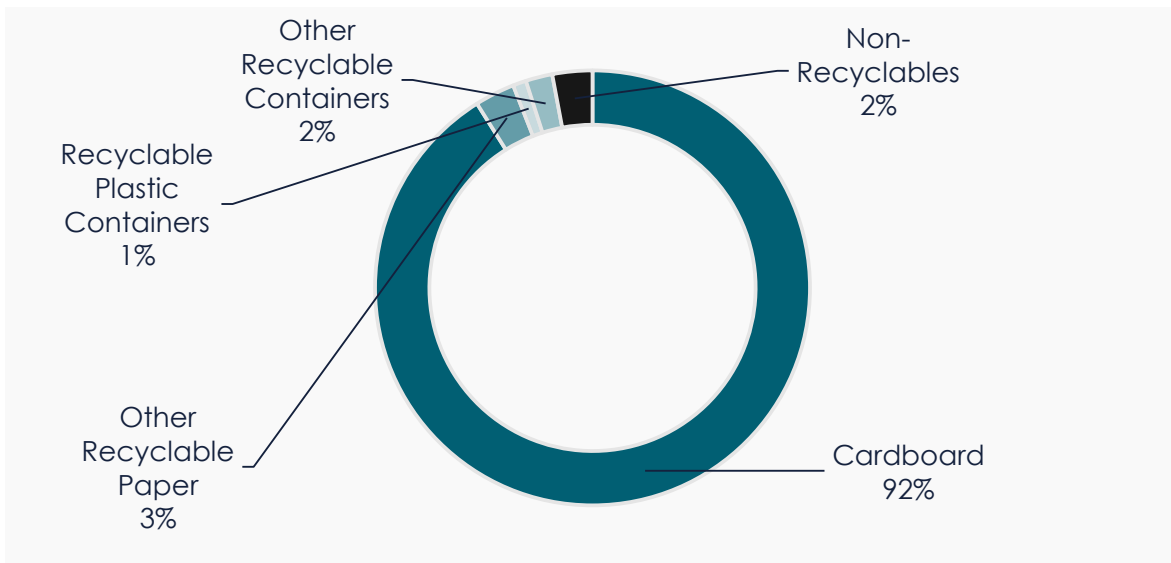


FIGURE 14: RECYCLING COMPOSITION AUDIT RESULTS FOR SCHOOLS

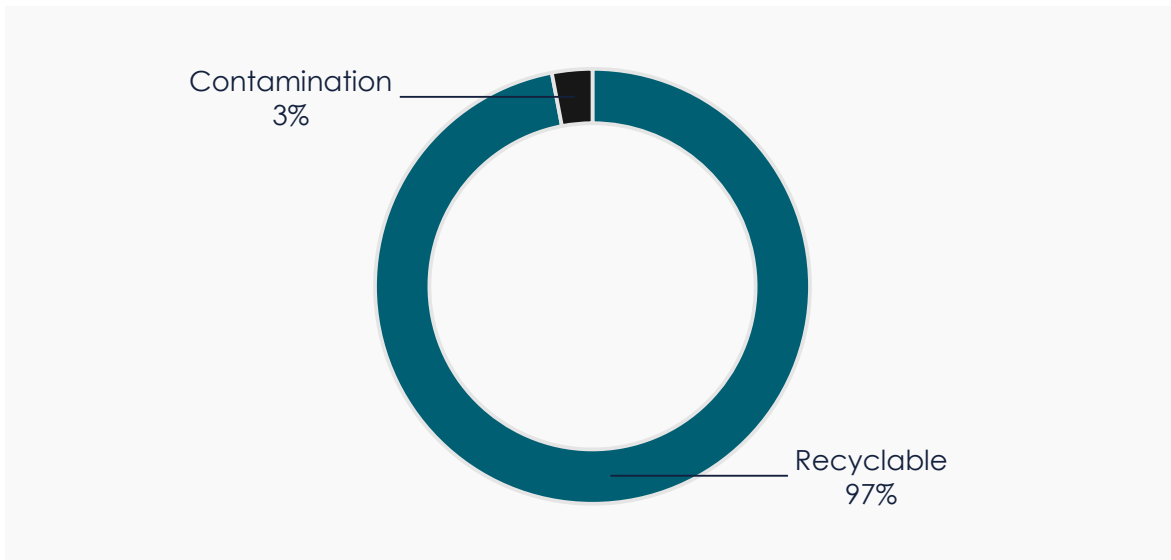


FIGURE 15: SCHOOL RECYCLING CONTAMINATION (% BY VOLUME)

County Facility Organics

While three of the County facilities audited currently participate in Fairfax County's Compost Pilot Program, only one location had a full organics container that could be sorted. Upon sorting, the bin had only 1% contamination (by volume). While a definitive result cannot be gathered from only one bin, staff consistently expressed support for the pilot program. An expansion of the pilot program could potentially generate a greater diversion of organics from landfill disposal.



Waste Audit Summary

The overall results of the trash and recycling audits are discussed below.



FIGURE 16: RECOVERABLE OR DIVERTABLE MATERIALS IN THE TRASH STREAM (% BY VOLUME)



FIGURE 17: CONTAMINATION IN THE RECYCLABLES STREAM (% BY VOLUME)

A summary of the visual trash audit results for all locations, including both the County facility and FCPS locations, is shown in Figure 18. Similarly, a summary of the recycling audit results for both entities is shown in Figure 19. The total amount of divertable material and contamination found in the trash and recycling bins, respectively, can be seen in Figure 19.20 and Figure 20. It should be noted that the overall averages were weighted based on the number of locations sorted. Information about the current solid waste management conditions and diversion programs in Fairfax County can be found in the Current Conditions report in **Appendix B**.

The Waste and Recycling Audit Memo can be found in **Appendix C**.

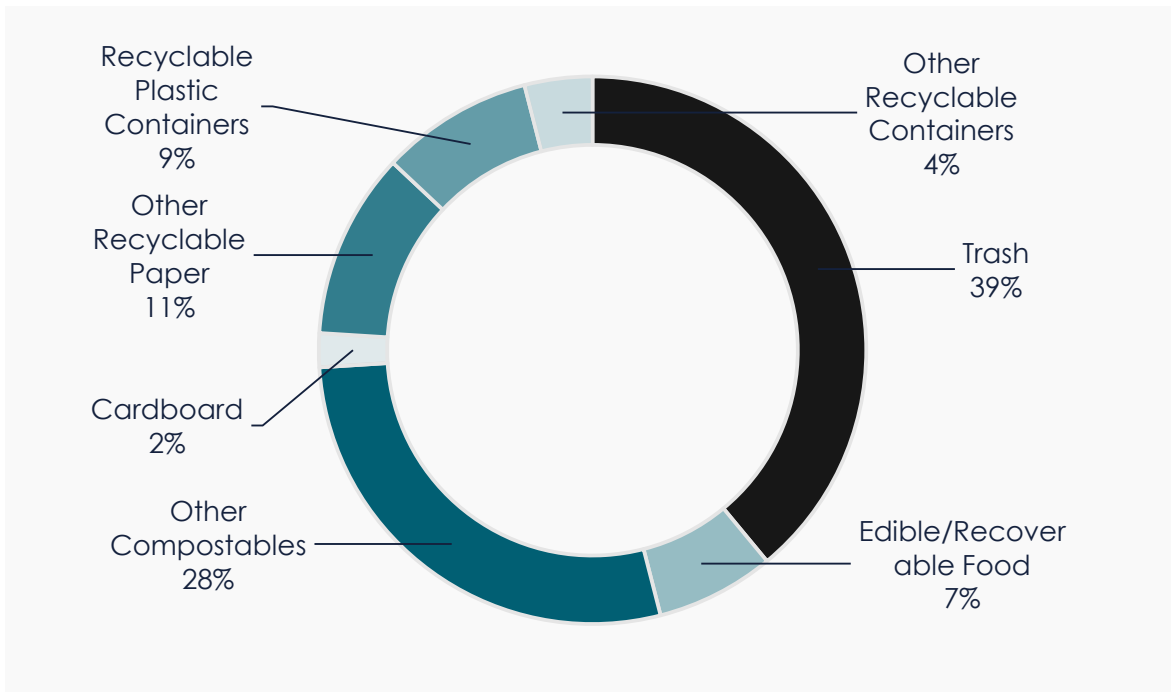


FIGURE 18: OVERALL TRASH AUDIT RESULTS (% BY VOLUME)

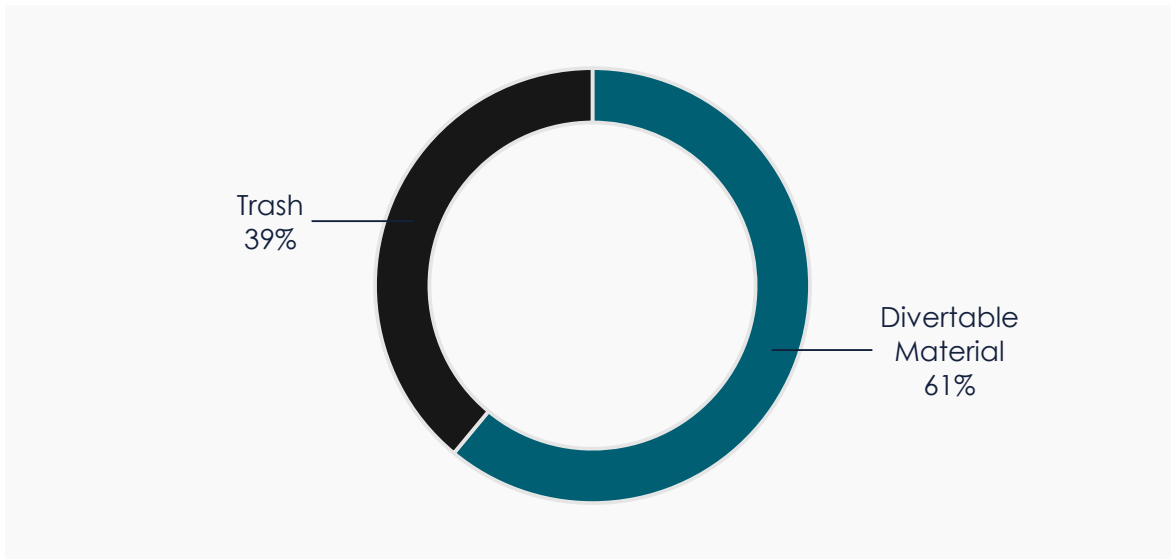


FIGURE 19: AVERAGE RECYCLING COMPOSITION AUDIT RESULTS FOR ALL LOCATIONS (% BY VOLUME)

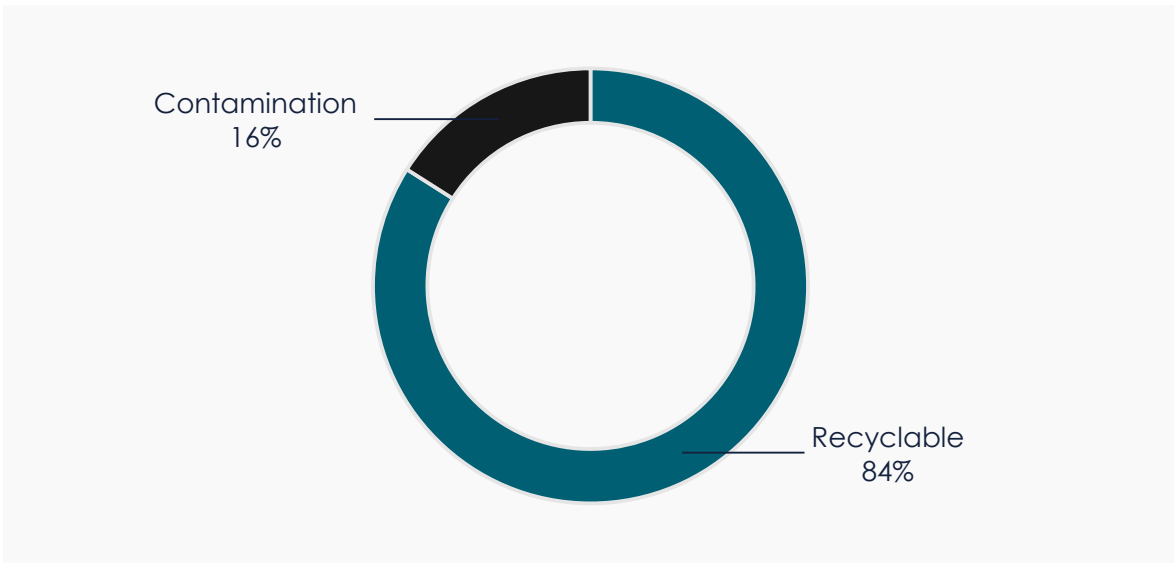


FIGURE 20: OVERALL RECYCLING CONTAMINATION RATES (% BY VOLUME)

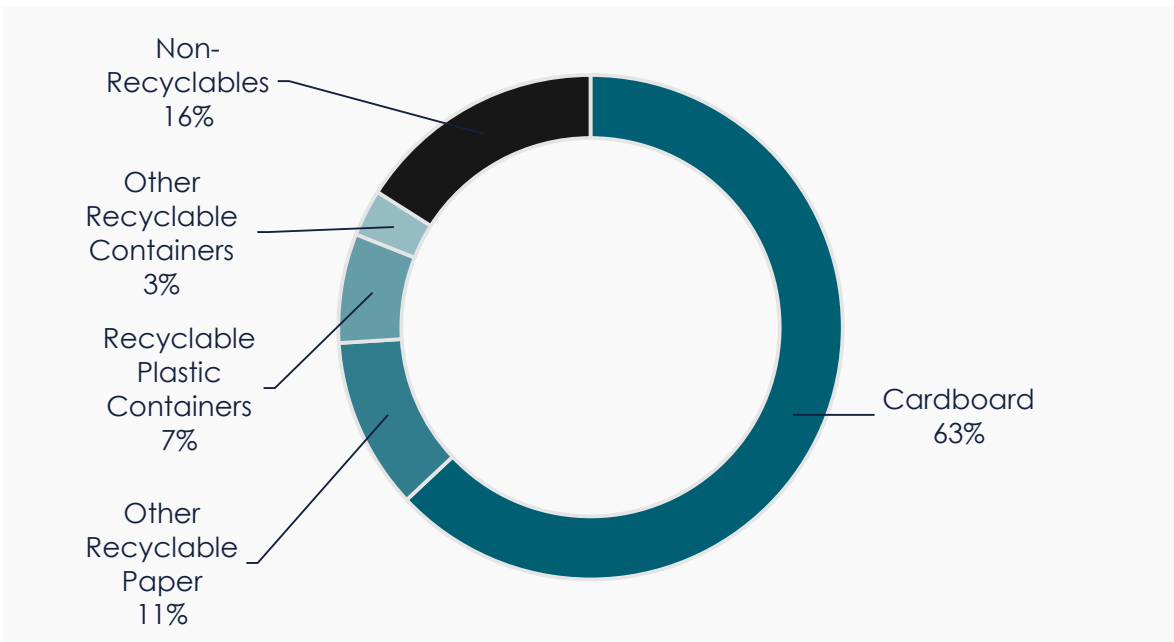


FIGURE 21: AVERAGE RECYCLING COMPOSITION AUDIT RESULTS FOR ALL LOCATIONS (% BY VOLUME)



Employee Survey Results

The SWMP surveyed employees of the County, the school system, the Park Authority, and other municipal facilities to gain input on current conditions (prior to COVID-19 restrictions) throughout Fairfax County municipal buildings and schools as well as ideas for Zero Waste solutions. The survey was launched on May 17, 2021 and was live for about a week. The survey included open-ended questions, and employee responses mirrored many of the Zero Waste strategy recommendations outlined in this Plan. Specifically, employees expressed a desire for increased education and outreach and demonstrated support for a culture change that centers around Zero Waste. Employees wrote about the need for equipment changes and policy implementation and noted these actions as necessary to achieve Zero Waste. The SWMP team evaluated the information to develop strategies to reduce waste, reuse materials, and increase recycling in Fairfax County municipal buildings.

A summary of the survey results is available in the Zero Waste Employee Survey report in [Appendix D](#).

Other Communities' Zero Waste Efforts

The Policies and Regulations section of this report is specific to Fairfax County. However, many jurisdictions in North America have implemented innovative best practices as part of their waste prevention and management programs and services. Recent developments include Extended Producer Responsibility legislation in Maine and Oregon and Break Free from Plastic campaign on a national level. To assist Fairfax County in developing its own Zero Waste Plan, an in-depth evaluation of the Zero Waste Plans of similar communities was conducted.

The communities selected included Montgomery County, Maryland; Vancouver, British Columbia, Canada; Minneapolis, Minnesota; Philadelphia, Pennsylvania; Nashville, Tennessee; and the public school system in New York City, New York.

The following topics and metrics were evaluated for benchmarking and comparison.

- Zero Waste Goals
- Population and Demographic Information
- Waste Generation
- Waste Reduction and Diversion Programs
- Recycling and Diversion Rates
- Waste Composition
- Regulatory Requirements

These communities' Zero Waste Plans, except for Minneapolis, MN, do not focus on waste diversion efforts in public parks. To account for public park programs, case study examples of Zero Waste initiatives and/or waste diversion programs for different jurisdictional parks across the country were analyzed.



The findings of this literature research played a key role in developing Fairfax County's own Zero Waste recommendations and can be found in the Literature Search Report in [Appendix E](#).

Strategies

50 Zero Waste Options

To achieve Zero Waste, Fairfax County must change waste generation and disposal behavior through the implementation of a wide variety of programs and policies. Importantly, these goals can only be reached if people understand them and are inspired and empowered by them, highlighting the need for a significant focus on the first "R": Reach Out.

An initial 50 Zero Waste options spanning all 4R's: Reach Out, Reduce, Reuse, and Recycle that could be implemented in Fairfax County facilities (including parks) and FCPS locations were first identified or developed based on the following sources, all of which are described earlier in this document: the County's current Zero-Waste related programs, the results of waste and recycling audits, a review of strategies utilized in other similar jurisdictions and by the Commonwealth of Virginia, and the Fairfax County Zero Waste Employee Survey conducted in May 2021. This list of 50 options can be found in [Appendix F](#) and is intended to provide a starting point for moving toward Zero Waste. Additional options will likely be brought forth as implementation begins and individual sites are encouraged to be creative in their Zero Waste actions.

24 Strategies

Of the total 50 identified Zero Waste options, 24 strategies were deemed to have the highest impact (the highest potential for waste prevention and diversion) and be the most suitable for implementation in Fairfax County facilities and/or FCPS locations. These were selected for more in-depth evaluations, assessing multiple factors including their benefits/impacts, implementation timeframes (short- versus long-term), and estimated cost. The 24 strategies are described in Figure 22.

To illustrate how these 24 optimal strategies were selected, below are a few examples of how they tie directly to Fairfax County's own waste stream.

- Finding: the majority of current County and FCPS trash could be recycled or composted
 - Strategy 1.3 - Develop Educational Resources, Signage, and Training
 - Strategy 3.2 - Standardize and Increase Receptacles and Signage
 - Strategy 4.3 - Establish Board Directive/Policy for Organics or a Food Disposal Ban
- Finding: there are many opportunities to shrink the County and FCPS waste stream (decrease the total amount of trash, recycling, and composting generated)








- Strategy 2.7 - Launch a Reusable Packaging Program (building on FCPS Forte Support Center's box reuse and custom labeling system)
- Strategy 3.3 - Implement Reusable Food Service Ware
- Strategy 3.4 - Install Additional Air Hand Dryers
- Strategy 4.4 - Establish Board Directive/Policy to Ban Single-use Plastics

The following figure includes:

- An explanation of each of the 24 selected strategies
- Where each strategy falls within the essential "4Rs"
- High-level cost brackets:
 - \$\$\$ = \$1 million or greater
 - \$\$ = between \$100,000 and \$1 million
 - \$ = \$100,000 or lower



FIGURE 22: 24 STRATEGIES

Theme 1: Culture: Education and Outreach		 Cost	 Reach out	 Reduce	 Reuse	 Recycle
1.1 Designate Zero Waste Champions Designate employees to be Zero Waste Champions to inspire, lead and track Zero Waste or waste diversion efforts. Zero Waste Champions can establish groups of designated individuals to be a part of a “Green Team” that will promote sustainability and Zero Waste practices in schools, offices, and other facilities.		\$\$\$	•			
1.2 Develop Strategies to Recognize, Motivate, and Compensate Staff Establish strategies such as awards (monetary and/or recognition) for staff going above and beyond to adopt and promote Zero Waste practices.		\$\$	•			
1.3 Develop Educational Resources, Signage, and Training Hold workshops and trainings to teach and promote Zero Waste practices. Resources, such as visuals and marketing campaigns, should be tailored to specific groups to provide training across the four R's.		\$\$	•			
1.4 Facilitate Action through Campaigns, Toolkits, and Guides Utilize the Zero Waste Champions and Green Teams to engage staff members, employees, and students through campaigns, toolkits, and guides.		\$\$	•			



Theme 1: Culture: Education and Outreach



Cost

Reach out



Reduce



Reuse



Recycle

1.5 Maximize Opportunities for Student Engagement

Provide opportunities for students to be engaged with Zero Waste through curriculum and other instructional priorities such as service learning and developing Portrait of a Graduate skills.

\$

•



Theme 2: Program Establishment



Reach out



Reduce



Reuse



Recycle

2.1 Establish Zero Waste Team

A Zero Waste Team will require 6 new full-time positions within key County departments and FCPS. The Zero Waste Team will plan and carry out institutional changes, system-wide policies and accountability, training for Zero Waste Champions, and assisting departments with funding needs and strategy implementation.

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2.2 Expand Sustainable Purchasing Program

Guide departments to procure goods and services in alignment with Zero Waste principles such as materials and packaging reduction and reuse, bulk purchasing, product durability and reparability, extended producer responsibility/take-back, recyclability, and prioritizing suppliers that minimize or eliminate waste during manufacturing, integrate recycled content, and support a circular economy.

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Such procurement practices can be enabled by an enforceable sustainable purchasing policy, as well as other mechanisms such as standardized language for solicitations and contracts, Zero Waste specifications for targeted products and services, a Zero Waste purchasing guide, and pledges for agencies and/or key suppliers.



Theme 2: Program Establishment

Cost	Reach out	Reduce	Reuse	Recycle
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2.3 Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts

To ensure success of a Zero Waste program, commitment by schools and county departments to participate in the program is critical. Individual agencies will need funding for their Zero Waste efforts.

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2.4 Establish Programmatic Reporting of Activities by County Departments and Schools

Establish a system and protocol for County Departments and Schools to assess and report on their waste generation and Zero Waste goals. Departments and Schools can use this system to report progress made toward Zero Waste and initiate requests for resources needed.

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2.5 Measure Success: Waste Audits, Reporting, Facility Assessments

The Zero Waste Team and other stakeholders must conduct a systemwide waste audit/characterization statistical study every 3 to 5 years to gauge the success of implemented waste diversion options and track progress and milestones. In addition, annual self-assessments and reporting should be required to track overall success.

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Theme 2: Program Establishment



Cost

Reach out



Reduce



Reuse



Recycle

2.6 Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships

Establish or expand current alternate recycling/reuse/recovery programs for all schools and government facilities. Establish more programs to include other recyclable material that is not currently accepted as part of conventional recycling efforts, including construction and demolition debris. Partner with local and/or national businesses, non-profits, and other local governments to help reach Zero Waste goals. Seek out new and innovative solutions within the business community that can help reach Zero Waste.

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2.7 Launch a Reusable Packaging Program

Incentivize reusable packaging systems with key suppliers, including building on FCPS and County warehouses' existing reuse practices.

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2.8 Establish or Expand Edible Food Rescue and Donation Program

Expand food rescue and donation programs at schools and introduce programs to County governments. Unopened food from school cafeterias and government buildings can be donated to food banks and local shelters.

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Theme 3: Facility Upgrades



Cost



Reach out



Reduce



Reuse



Recycle

3.1 Design and Retrofit for Zero Waste

Design and retrofit projects should include consideration and analysis of impact on Zero Waste. Configurations of facilities, including for diversion and waste management activities and addition of Zero Waste stations, should be part of considerations. Loading dock and materials management areas should be designed to accommodate additional space that may be needed for Zero Waste.

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3.2 Standardize and Increase Waste Receptacles and Signage

Reduce contamination and increase diversion in overall materials stream through improved infrastructure. This includes adding recycling bins, composting bins, and exterior dumpsters and using strategic coloring and placement of signage and bins. Standardize containers and signage throughout the County for consistent user experience. Design for Zero Waste so that existing bins can be used as long as possible. Signage should be designed for customization depending on each department or school's waste composition.

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Theme 3: Facility Upgrades



Cost

Reach out



Reduce



Reuse



Recycle

3.3 Implement Reusable Food Service Ware

Implement the use of reusable service ware in school kitchens, cafeterias, and staff kitchens to reduce or entirely remove the amount of single-use service ware purchased and disposed of. Adding or installing dishwashers where practical to County facility and/or school kitchens will promote the use of reusable service ware and dishware, instead of single-use materials. Long-term cost savings may be significant.

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3.4 Install Additional Air Hand Dryers

Air hand dryers are more sustainable compared to paper towels in bathroom facilities. Long-term cost savings may be significant.

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3.5 Install Additional Bottle Filling Stations

Install more automatic, filtered bottle filling stations in County facilities and schools to encourage the use of reusable water bottles in lieu of single-use plastic water bottles.

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Theme 4: Policy Implementation/ Board Directives



Cost

Reach out

Reduce

Reuse

Recycle

4.1 Establish a Zero Waste Policy

Establish an overarching Zero Waste Policy encompassing a myriad of Zero Waste initiatives/programs/goals for Fairfax County departments and schools to follow. Sub-regulations/policies under the Zero Waste Policy umbrella could be created or updated as needed. Examples may include requiring departments and schools to report diversion rates as a tracking method and to gauge the progress of the programs and requiring facilities to have accessibility to available and proper avenues for waste, recycling, and composting.

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4.2 Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals

Establish funding, through internal reallocation of funds and/or external receipt of grants, to help fund Zero Waste programs. Initial costs should include six new full-time positions and further resources needed in the long term.

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Theme 4: Policy Implementation/ Board Directives



Cost

Reach out

Reduce

Reuse

Recycle

4.3 Establish Board Directive/Policy for Organics or a Food Disposal Ban

Establish directives/policies that divert organics and food waste away from incinerators/landfills into composting facilities. At a minimum set certain limits for disposal of organics as trash. Make food waste diversion accessible throughout government and schools.

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4.4 Establish Board Directive/Policy to Ban Single-use Plastics

Establish Board Directive/Policy to enact a ban on single-use plastics in school and government facilities.

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4.5 Support Legislative Actions at The State and Federal Levels

Support legislation or amendment of existing legislation such as Extended Producer Responsibility (EPR), material bans, etc. to promote and facilitate the County's Zero Waste goals.

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Theme 4: Policy Implementation/ Board Directives



Cost

Reach out



Reduce



Reuse



Recycle

4.6 Use Events as a Catalyst to Minimize or Eliminate Waste

Expand the Zero Waste infrastructure (e.g., provide reuse opportunities, more recycling bins, and organics collection) at mass gatherings and events. Examples include adding Zero Waste requirements to county facility or park rentals, providing guides or easier access to infrastructure for event planners, or conducting outreach at existing events to demonstrate Zero Waste in action.

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Implementation Schedule

For each option, the implementation timing was reviewed and determined based on efforts anticipated as well as interdependency on other options, where applicable.

Because the specific year(s) in which an option may be implemented could vary, implementation timing has been characterized in general terms of short-term (2022 - 2024), medium-term (2025-2027) or long-term (2028- 2030).

Schedules outlining the proposed timeframe of each tiered option, based on whether it is anticipated to be short-term, medium-term or long-term, as well as the potential specific years of implementation and/or estimated milestone completion dates (in percentages) is shown in the tables below.

The schedule should be used for planning purposes only. Timelines are estimates only and are contingent on many factors such as staffing and funding. See the "How We Will Achieve Zero Waste" section for more details.



Theme 1: Culture: Education and Outreach	SHORT-TERM 2022-2024	MEDIUM-TERM 2025-2027	LONG-TERM 2028-2030
Designate Zero Waste Champions			
Develop Strategies to Recognize, Motivate, and Compensate Staff			
Develop Educational Resources, Signage, and Training			
Facilitate Action through Campaigns, Toolkits and Guides			
Maximize Opportunities for Student Engagement			



Theme 2: Program Establishment	SHORT-TERM 2022-2024	MEDIUM-TERM 2025-2027	LONG-TERM 2028-2030
Establish Zero Waste Team	█		
Establish Sustainable Purchasing Program	█	█	
Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts	█		
Establish Programmatic Reporting of Activities by County Departments and Schools	█		
Measure Success: Waste Audits, Reporting, Facility Assessments	█	█	█
Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships	█	█	█
Launch a Reusable Packaging Program	█		
Establish or Expand Edible Food Rescue and Donation Program	█	█	



Theme 3: Facility Upgrades	SHORT-TERM 2022-2024	MEDIUM-TERM 2025-2027	LONG-TERM 2028-2030
Design and Retrofit for Zero Waste			
Standardize and Increase Waste Receptacles and Signage			
Implement Reusable Food Service Ware			
Install Additional Air Hand Dryers			
Install Additional Bottle Filling Stations			



Theme 4: Policy Implementation/ Board Directives	SHORT-TERM 2022-2024	MEDIUM-TERM 2025-2027	LONG-TERM 2028-2030
Establish a Zero Waste Policy			
Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals			
Establish Board Directive/Policy for Organics or a Food Disposal Ban			
Establish Board Directive/Policy to Ban Single-use Plastics			
Support Legislative Actions at The State and Federal Levels			
Use Events as a Catalyst to Minimize or Eliminate Waste			



Health, Safety, and Zero Waste

The COVID-19 pandemic impacted the waste stream generated at County and FCPS facilities due to various operational changes. For example, the number of employees and students on site decreased, and the number of visitors to outdoor facilities such as parks increased. Facility usage also changed with the pandemic where vaccine clinics or testing centers were placed in buildings that are not traditionally utilized for healthcare. Usage of pandemic-related materials such as personal protective equipment (PPE), hand sanitizers, and cleaning materials and the associated disposal requirements increased. Sanitation concerns also resulted in the suspension of some recycling programs. Food management changed dramatically as well. For example, single-serve packages became the norm to minimize the handling of materials.

Health and safety must always remain a top priority. Fortunately, Zero Waste and health and safety can work together: there are often opportunities to minimize waste while still taking effective precautions. For example, in the context of COVID-19 some Personal Protective Equipment (PPE) such as face coverings may be single-use, reusable, or potentially recyclable. Hand sanitizer can be purchased in large containers and used to refill user-friendly pump bottles. And many other reusable products may be as safe as their single-use counterparts when cleaned and handled safely.

Ultimately, before any Zero Waste strategy is implemented, it must meet or exceed health and safety needs and guidelines. This Zero Waste journey must fully align with slowing or stopping the spread of COVID-19, including by being flexible to evolving federal, state, and local recommendations as the "new normal" is established. **As such, Fairfax County can continue to be a statewide and regional leader in both the management of this health emergency and in environmental protection and innovation.**

How We Will Achieve Zero Waste

Achieving Zero Waste by 2030 is no small task. It will require participation from just about every employee, student, and user of government and school facilities, as well as County and FCPS leadership and business partners. For Fairfax County's complex and diverse operations to reach this goal, building a strong, foundational implementation structure and network is essential.

Levels of Involvement

Below is a list of recommended key levels of involvement across the County government and schools.

- Leadership: A Tone from the Top
 - Ongoing commitment from Board of Supervisors, School Board, executives, and directors to provide the foundation for Zero Waste efforts.



- Central Coordination and Zero Waste Team
 - Full-time staff within the County and FCPS dedicated to centrally coordinating Plan implementation among all involved.
 - Zero Waste Team comprised of key departments to plan and carry out institutional changes, system-wide policies and accountability, training for Zero Waste Champions, education, and assisting departments with funding needs and strategy implementation.
- Departments and Individual Schools
 - Departments and schools take on responsibility of facilitating local participation in Zero Waste implementation and identify a Zero Waste Champion(s).
 - Zero Waste Champions will be defined as those primarily responsible for cultural changes, such as educating and motivating colleagues and students, coordinating action in their facility/ies, and helping to measure progress.
- Everyone
 - **Every employee, student, business partner, and user of government and school facilities has a role to play in rethinking their own consumption and waste-related habits, and in helping create a Zero Waste County and schools.**



Required Resources

Implementing the Zero Waste Plan can only be successful with adequate resources. Implementation will require significant staff time and financial resources, both for central coordination and for carrying out strategies across departments, facilities, and schools such as establishing programs and upgrading facilities. Similarly, assistance from contractors will likely be necessary for specialized tasks such as conducting periodic waste audits. Furthermore, additional funding will be needed for various diversion programs, infrastructure, equipment, and other products, such as electric hand dryers,

Supporting individual departments and schools in obtaining funding for their various Zero Waste efforts is crucial to success.

compost bins, and reusable service ware. While many of these changes may save money in the long run, such upfront and ongoing program maintenance investments will need to be made.

As of September 2021, one full time position, a county coordinator, has been added to the Carryover package for Board consideration in October 2021. Funding for the additional needs, including an FCPS coordinator has not yet been identified.

The section below includes a funding plan framework.

Ensuring and Measuring Progress

As shown throughout this Plan, Zero Waste can only be achieved with participation from every corner of County government and school operations. Therefore, a successful implementation must include mechanisms to motivate, celebrate, and recognize the great performance of departments, schools, and individuals, as well as mechanisms to ensure all take responsibility and accountability for doing their part.

It is recommended that a regular assessment and reporting process be implemented for all departments and schools to partake. The annual Equity Impact Plans and associated reporting which all County departments currently complete serve as an example. For Zero Waste, this will include a regular process.

Annual

With support and feedback from the Zero Waste Team, every department and school will:

- Conduct self-assessments of waste reduction, diversion, and disposal practices within each department and school
- Set goals and request funding for Zero Waste strategies most appropriate to their operations
- Report to Zero Waste Team on progress made



Every Three Years

Conducting periodic system-wide waste and recycling audits as described in the Strategies section will measure overall progress toward meeting the Zero Waste goals.

System-wide audits will be conducted in 2024, 2027, and 2030.

The Zero Waste Team recommends creating a website to share annual highlights as well as overall progress.

Short-Term Priorities for 2022

To build capacity and begin planning the development of major strategies right away, the first year of implementation will prioritize:

- Establishing structure: Coordinators, Core Zero Waste Team, and Zero Waste Champions
- Developing onboarding resources and reporting and accountability mechanisms
- Conducting initial department and school outreach
- Establishing funding needs and mechanisms
- Implementing select short-term strategies



FIGURE 23: ORGANIZATION-WIDE FOCUS ON ZERO WASTE



Commencement

While this Plan marks an important milestone in Fairfax County's Zero Waste journey, this journey has been underway for years. Government and school operations have built a strong foundation for achieving Zero Waste as demonstrated by the waste diversion and reduction programs in the Where We Are Now section.

Successful implementation of this Plan will depend on changing thoughts, behaviors, and attitudes related to consumption and waste. The four essential strategies - Reach Out, Reduce, Reuse, and Recycle (the 4Rs) - are key drivers to achieve this goal, especially as the County and FCPS shift to an approach prioritizing upstream waste reduction rather than downstream waste management. The focus on engaging staff, students, and facility users will help lead the way in achieving Zero Waste.

The assessments of Where We Are Now and Where Others Are Now, and the waste audits conducted during the development of this Plan emphasized the opportunity for improvement in waste reduction. The size and complexity of Fairfax County's government and school operations present substantial challenges in changing current practices around waste. The strategies and actions recommended in this Plan will require significant financial investment and the dedication of all facility users to succeed. However, overcoming these challenges will bring meaningful long-term environmental, economic, and societal benefits.

**Now that we have the roadmap
to achieve Zero Waste, let's roll
up our sleeves and get started.
There's Zero time to Waste!**



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- ¹ Adapted from the State of Connecticut: [Zero Waste \(ct.gov\)](http://ZeroWaste.ct.gov)
- ² Zero Waste International Alliance, Policies & Standards: <https://zwia.org/policies/>
- ³ <https://recycle.trex.com/>
- ⁴ <https://www.crayola.com/colorcycle>
- ⁵ <https://www.fairfaxcounty.gov/environment-energy-coordination/green-building#:~:text=About%20Green%20Building%20In%20Fairfax%20County&text=In%202008%2C%20all%20projects%20greater,achieve%20a%20LEED%20Certified%20rating.>
- ⁶ <https://www.fairfaxcounty.gov/publicworks/news/regional-approach-glass-recycling-leads-creation-purple-can-club>
- ⁷ <https://www.fairfaxcounty.gov/environment-energy-coordination/employees>
- ⁸ <http://get2green.fcps.edu/index.html>
- ⁹ <https://www.nwf.org/eco-schools-usa>
- ¹⁰ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/chapter-1091-solid-waste-management>
- ¹¹ <https://online.encodeplus.com/regs/fairfaxcounty-va-pfm/index.aspx>
- ¹² <https://law.lis.virginia.gov/vacodepopularnames/virginia-public-procurement-act/>
- ¹³ [https://www.fairfaxcounty.gov/procurement/sites/procurement/files/assets/documents/fairfax%20county%20purchasing%20resolution%20\(2020\)%20-%20final.pdf](https://www.fairfaxcounty.gov/procurement/sites/procurement/files/assets/documents/fairfax%20county%20purchasing%20resolution%20(2020)%20-%20final.pdf)
- ¹⁴ <https://www.fairfaxcounty.gov/energy/sites/energy/files/assets/documents/epp%20buyers%20guide%20-%20external%202018-1-31.pdf>
- ¹⁵ <https://www.fairfaxcounty.gov/environment-energy-coordination/green-building>
- ¹⁶ <https://www.fairfaxcounty.gov/topics/sites/topics/files/assets/documents/pdf/one-fairfax-policy.pdf>
- ¹⁷ https://insys.fcps.edu/schoolboardapps/report_policy/cache/numeric-5000.htm
- ¹⁸ [https://go.boarddocs.com/vsba/fairfax/Board.nsf/files/BAPT466358BA/\\$file/R8541%20.pdf](https://go.boarddocs.com/vsba/fairfax/Board.nsf/files/BAPT466358BA/$file/R8541%20.pdf)
- ¹⁹ https://insys.fcps.edu/schoolboardapps/report_policy/cache/numeric-all.htm
- ²⁰ [Circular Economy and Zero Waste Task Force – Sustainability Council \(gmu.edu\)](#)



Appendix A

2020 Diversion Rates Update

Zero Waste Plan Development

Fairfax, VA
September 13, 2021





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During Fairfax County's review of diversion rates, it was noted that material is also managed outside the County Agency Route (CAR) and FCPS's trash/recycling collection system. Examples include e-waste and food waste which are picked up at different county locations directly by vendors. Other materials such as scrap metal and Construction & Demolition Debris (C&D) are routed both to the County's disposal facilities and routed directly to a contracted processor. Individual facilities coordinate these arrangements depending on their operational needs. In these direct-to-vendor situations, tonnage is only available from staff or the vendor. The complexity of the County's operations makes it difficult to conduct a complete accounting of total waste generated.

Fairfax County Staff attempted this accounting for calendar year 2020, reaching out to vendors and staff for tonnage reports. Fairfax County was able to get additional 2020 tonnage data from its contractors as well as extract more complete data from Fairfax County's own internal tracking system. The Fairfax County diversion rate increased from 15% to 27% for 2020, and the Fairfax County Public Schools (FCPS) diversion rate increase from 21.3% to 24% for 2020.

The waste generation data used in the Zero Waste Plan provides a reasonable estimate of diversion and has not been updated. Additional steps should be taken by Fairfax County and FCPS to collect this information on an ongoing basis and work to identify other missing data points that should be tracked in an alternative manner.

The comprehensive data update completed for 2020 is in Table 1.

Table 1: 2020 Cumulative Tonnages (Recalculated)

Material	County	FCPS	Waste Diverted From Incinerator/ Landfill?
Trash (MSW)	6,084	10,859 ^a	No
Commingled Recyclables (Single Stream)	501	2,677 ^a	Yes
Mixed Paper	70	N/A ^b	Yes
Cardboard (OCC)	55	N/A ^b	Yes
Construction and Demolition (C&D)	311	11	No, see notes
Yard Waste (all types)	632	378	Yes, see notes
Scrap Metal ^a	341	109	Yes
Tires (end of life)	203	1	Yes
Tires (retreaded) ^a	75	0	Yes
Food Waste Composting ^a	2	N/A ^c	Yes
E-waste ^a	77	125	Yes
Shredded Paper ^a	233	51	Yes
Automotive Fluid Recycling (waste oil, etc) ^a	78	52	Yes
Automotive Battery Recycling ^a	81	54	Yes
TOTAL	8,743	14,316	
TOTAL DIVERTED	2,348	3,447	
DIVERSION RATE (%)	27%	24%	

^a Data provided by contractors or estimated by consumption, procurement or other information available

^b Material included in Commingled (single stream)

^c Not able to calculate tonnage with available data

Notes and Context:

- Tonnage from end-of-life tires and retreaded tires are assigned only to the County due to data tracking methods. Tire retreading occurs on limited tires only and the weight is estimated from a total of 1,874 tires retreaded.
- Operational waste generated by the Noman Cole Pollution Treatment Center (wastewater processing) is not included. In 2020, this included around 2,000 tons of ash and 700 tons of screened solids which were not diverted from incineration/landfill.
- Tonnage from surplus fleet vehicle sales (by a contracted auctioneer) is not included. With a fleet size in the thousands, there are hundreds of surplus vehicles that reach replacement criteria and are sold annually. The weight from this reuse activity is likely over 1,000 tons.
- Tonnage from internal reuse and public sale of surplus material (anything from furniture to equipment) is not included. With thousands of items reused or sold, the weight of such diversion activities would likely be in the hundreds of tons.
- C&D and yard waste are also likely significant tonnages and are not fully included. Tonnages represented in the table are only from material routed to the County's I-66 and I-95 facilities. C&D waste managed by the County is not currently diverted. Collaboration with the many contractors providing C&D waste management services should be prioritized given its diversion potential.



Appendix B

Detailed Diversion Performance and Current Conditions Assessment

Zero Waste Plan Development

Fairfax County, VA
September 14, 2021

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ACRONYMS AND ABBREVIATIONS

CAR	County Agency Route
C&D	Construction and Demolition Debris
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
CIP	Capital Improvement Program
CY	Cubic Yard
DPMM	Department of Purchasing and Materials Management
DVS	Department of Vehicle Services
E/RRF	(I-95) Energy/Resource Recovery Facility
FCPA	Fairfax County Park Authority
FCPS	Fairfax County Public Schools
FEED	Fairfax Employees for Environmental Excellence
FMD	Facilities Management Department
FY	Fiscal Year
JET	Joint Environmental Task Force
MRF	Materials Recovery Facility
MSW	Municipal Solid Waste
OCC	Old Corrugated Cardboard
RCRA	Resource Conservation and Recovery Act
SOP	Sorted Office Paper
SWMP	Fairfax County's Solid Waste Management Program

1 Introduction

HDR has been retained by Fairfax County for the development of a Zero Waste Plan. The Current Conditions is part of a series of Interim Task reports developed in support of the project.

The purpose of this report is to conduct an in-depth analysis of the current Fairfax County facility and public-school metrics concerning waste generation, diversion programs, collection services, and disposal or recycling services, and the regulations, funding and contracts that drive them. As a way of understanding the current composition of the materials generated and establish a baseline of existing practices, visual waste and recycling audits were performed at 20 locations that were a mixture of County facilities and public schools. The results of these audits are included separately in Appendix C.

2 Diversion Performance (Tonnages)

The following tables provide waste generation data for the County and Fairfax County Public Schools (FCPS).

2.1 County Waste Generation

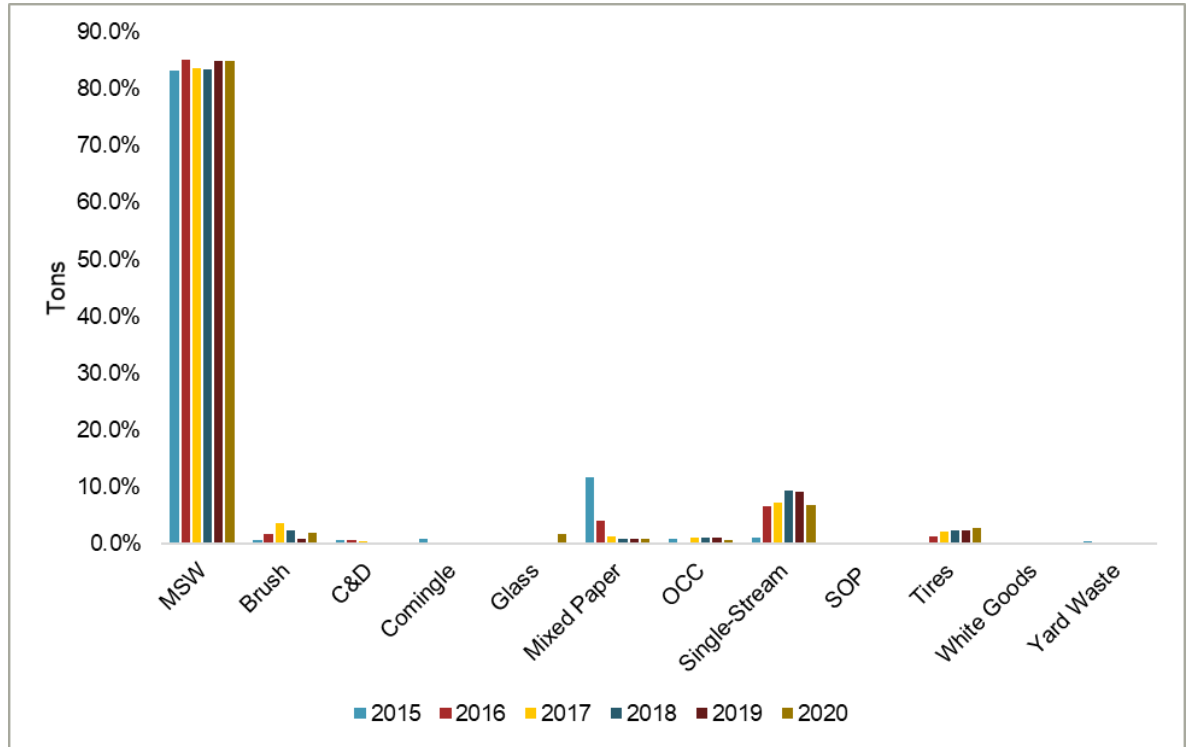
Table 2.1 provides the annual tonnages of material collected from the County Agency Route (CAR) for the years 2015 to 2020. The CAR route provides waste collection services to the majority of County facilities but is not inclusive of all operational waste generated. Figure 2-1 shows the composition of each material type year over year. Operational waste generation is relatively stable. Changes in the tonnages from year to year may be the result of a number of factors including routing material directly to contractors for processing, inconsistent tracking or other factors. Fairfax County's Zero Waste efforts should prioritize the development of consistent data tracking to consistently monitor progress.

Table 2.1 CAR Net Tons per Year¹

Material	2015	2016	2017	2018	2019	2020
MSW	2,261	5,431	8,838	8,922	8,730	6,294
Brush	20	106	376	250	104	150
C&D	17	38	56	40	34	10
Comingle	22	10	17	10	27	1
Glass	-	-	-	-	9	123
Mixed Paper	321	262	146	93	88	73
OCC	23	15	118	116	105	55
Single-Stream	28	427	769	1,002	939	500
Sorted Paper (SOP)	8	-	-	-	-	-
Tires	5	80	238	250	252	202
White Goods	2	16	7	-	-	-
Yard Waste	14	0.4	-	19	7	5
TOTAL	2,721	6,385	10,565	10,702	10,295	7,413

¹ “car data 1.1.2015-12.31.2020” Excel file as provided by the County in March 2021.

Figure 2-1. CAR Annual Tonnage Percent (%) Composition (by weight)



For the last five years, Municipal Solid Waste (MSW) has on average constituted about 85 percent of the overall stream.

2.2 Schools Waste Generation

Table 2.2 and Figure 2-2 shows the total amount of waste generated by FCPS for Fiscal Year (FY) 2017 to the first half of FY2021. The waste generation is categorized by waste produced at each education level (elementary schools, middle schools, and high schools) and at educational centers (e.g., FCPS Gatehouse). On average, FCPS generated approximately 13,500 tons of waste annually from FY2017 to FY2020. There was a consistent gradual increase in the total amount of waste generated per year, excluding FY20 which was impacted by the COVID-19 Pandemic.

Table 2.2 FCPS Waste Generation²

Year	Elementary Schools	Middle Schools	High Schools	Centers	Waste Total
FY17	7,201	1,618	3,530	661	13,010
FY18	7,439	1,697	3,540	694	13,370
FY19	9,628	2,288	3,084	750	15,750
FY20	7,095	1,607	3,398	672	12,772
FY21 (July 2020 - Jan 2021)	2,725	869	415	430	4,439

Figure 2-2. FCPS Waste Generation (FY17-FY20)

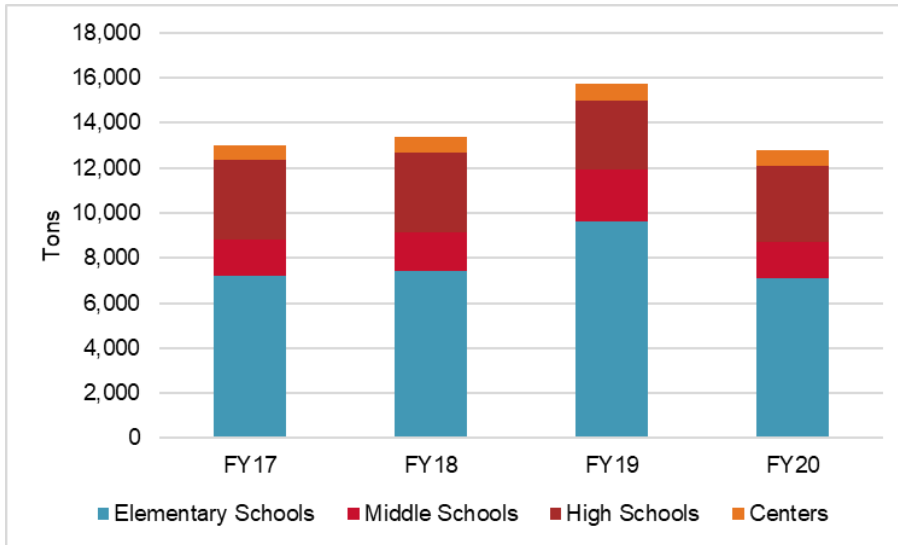


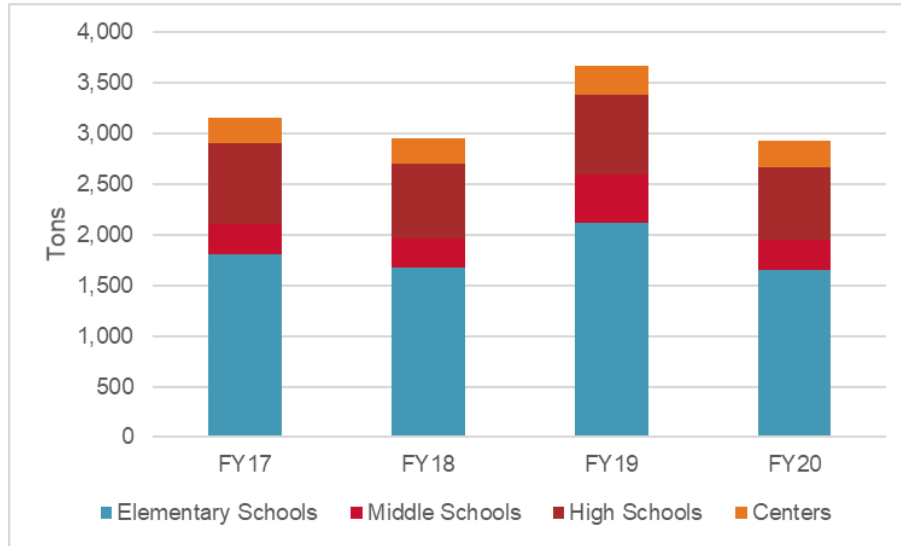
Table 2.3 and Figure 2-3 show the total amount of recycling generated by FCPS for FY2017 to the first half of FY2021. The recycling generation is categorized by waste produced at each education level and at educational centers. On average, FCPS generated approximately 3,200 tons of recycling annually from FY2017 to FY2020. The amount of recycling tends to vary between each year.

² FY17-FY2021 Summary Totals Excel files as provided by Fairfax County.

Table 2.3. FCPS Recycling Generation²

Year	Elementary Schools	Middle Schools	High Schools	Centers	Recycling Total
FY17	1,802	300	802	251	3,156
FY18	1,678	280	743	247	2,948
FY19	2,113	481	785	289	3,668
FY20	1,654	295	716	257	2,922
FY21 (July 2020 - Jan 2021)	575	148	342	135	1,200

Figure 2-3. FCPS Recycling Generation (FY17-FY20)



The total amount of waste and recycling generated by FCPS for FY2017 to the first half of FY2021 is shown in Table 2.4. From FY2017 to FY2020, an average of 17,000 tons of waste and recyclables were generated by FCPS. The percent breakdown, by weight, of waste versus recyclables is also shown. From FY2017 to FY2020, the average percent breakdown, by weight, was 19 percent recycling and 81 percent waste.

Table 2.4. FCPS Total Waste & Recycling Annual Generation and Composition

Year	Total	Recycling	Waste
FY17	16,166	20%	80%
FY18	16,318	18%	82%
FY19	19,418	19%	81%
FY20	15,694	19%	81%
FY21 (July 2020 - Jan 2021)	5,639	21%	79%

3 County and FCPS Waste Management Services and Facilities

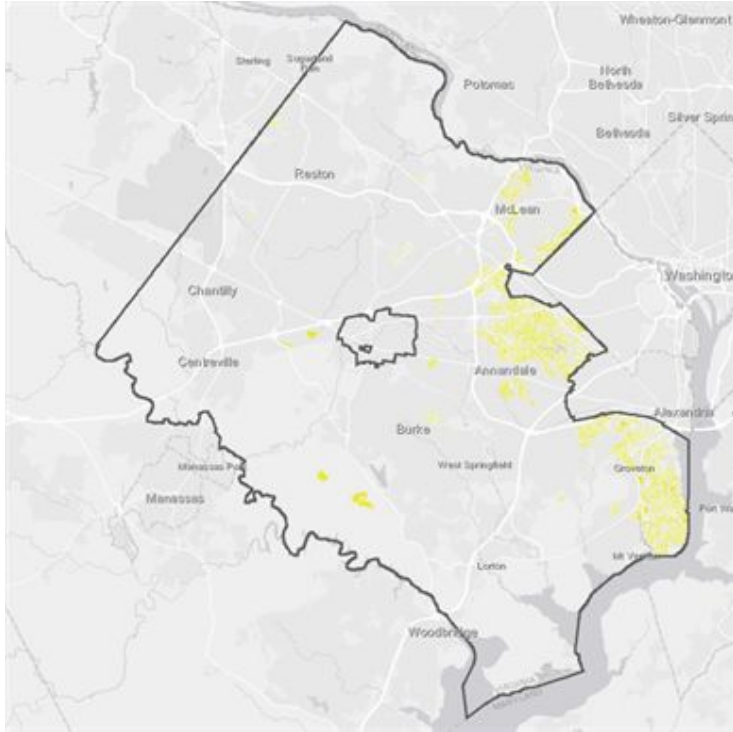
Fairfax County's Solid Waste Management Program (SWMP) is responsible for the management and/or oversight and long-range planning for all waste collection, recycling, and disposal operations within the County. These operations apply to a County-owned and operated waste transfer station, two closed municipal solid waste landfills, a regional ash landfill operated by the County, two recycling and disposal facilities, and equipment and facilities for waste collection, disposal, and recycling operations.³

In Fairfax County, approximately 10 percent of residents and a portion of County businesses, within the Solid Waste Collection Areas receive waste and recycling collection services from the County, while the rest must use a permitted solid waste collection company or self-haul to a County disposal facility. Businesses that do not receive collection from the County may also contract with any County-permitted collection company for their waste and recycling collection and disposal. Figure 3-1 represents the Solid Waste Collection Area within Fairfax County⁴.

³ [Solid Waste Management Program - FY 2021 Adopted Budget Plan \(fairfaxcounty.gov\)](#)

⁴ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/who-picks-my-trash>

Figure 3-1. Waste Pick-Up by County Services



3.1 Solid Waste Services

The following sections describe solid waste services, including collection, disposal, and recycling, offered to County facilities (including parks) and FCPS.

3.1.1 Collection and Hauling at County Facilities

The CAR program operates weekly waste and recycling collection services for approximately 284⁵ locations owned and operated by the County, including government offices, parks, public safety buildings (fire, police, etc.), operational/maintenance facilities, public places (courts, community centers, libraries, etc.), social services facilities, George Mason University and the Northern Virginia Community College-Annandale Campus.⁶ The CAR program also provides County departments and community partners with pre-scheduled bulk collection as well as collection services for special events hosted at County agency served locations. The CAR program does not collect waste from properties leased by the County nor FCPS. The CAR program collects waste and recycling either through dumpsters using a front-end truck or a compactor using a roll-off truck. Often, recyclables from County facilities are first taken to the I-66 Transfer Station and then sent to the American Recycling Center, a privately owned and operated Materials Recovery Facility (MRF).

⁵ CAR Customers FY2021 Excel file as provided by Fairfax County.

⁶ [LOB 353, County Agency Route \(Solid Waste Management\) - 2016 Lines of Business \(Fairfax County Virginia\)](#)

- **Dumpsters and Front-End Trucks:** Most County properties receive weekly collection through the use of dumpsters and front-end trucks. The material is then either transported to either of the County's two solid waste disposal facilities, the I-66 Transfer Station and the I-95 Landfill Complex, or to a recyclables processing facility. Often recyclables from County facilities are first taken to the I-66 Transfer Station and then sent to the American Recycling Center MRF in Manassas, VA.
- **Compactors and Roll-Off Trucks:** Larger properties collect waste or recyclables through the use of a compactor, which is a waste collection device (typically 20 cubic yards or larger) with a motorized compactor blade that compacts the load to allow more waste storage. A roll-off truck that has a bed that can be raised to deliver or remove a compactor is then used for transport when the compactors are full. The truck transports the compactors to either of the two aforementioned solid waste disposal facilities or to a recyclables processing facility.
- **Interior Containers:** In addition to exterior containers, CAR customers are also provided with interior containers for the collection of recyclables within the buildings. Some of these containers are white cardboard boxes for the collection of paper, small blue containers with white swinging handles for the collection of recyclables in individual workspaces, and bottle and can containers located in common spaces throughout the buildings. There are no known privately-owned waste collection services that also provide interior containers.
- **Additional Services:** The CAR program also provides container maintenance services, including supplying new signs, container painting, top replacement and welding of broken joints as well as on-call services.

3.1.2 Collection and Hauling at FCPS

There are approximately 207 physical locations with approximately 190,000 students and 30,000 staff that make up the FCPS program. FCPS has two major waste/recycling contracts in place for the hauling of all waste and single-stream recycling with Bates Trucking Company and Republic Services.

For 27 schools, Bates Trucking Company is contracted to pick up compacted waste. The remainder of schools have waste collection through Republic Services.

Republic Services is contracted to pick up recyclables from all FCPS locations and transports them to its MRF. Schools participate in single-stream recycling and the following items are accepted as part of collection⁷:

- #1 Plastic bottles (water and soda)
- #2 Plastic containers (milk and detergent)
- Cans (aluminum and steel)
- Cardboard
- Colored paper

⁷ <https://get2green.fcps.edu/recycle.html>

- Computer paper
- Mixed paper (any paper except for glossy magazine paper and shredded paper)
- Newspapers
- Paper bags

However, the past several years, milk aseptic cartons have not been accepted by Republic Services as recyclable material.

3.1.3 Food Waste Diversion Pilot Programs – Participating Locations

The County and FCPS have piloted various food waste diversion programs. To elaborate on the information in the Plan, the following information is provided regarding participants of such pilots. All pilots have been operated on a voluntary, opt-in basis. In most cases, funding limited the total number of participants.

County Compost Program Participants:

The following County departments participate in the County Compost Program: Department of Finance, County Attorney, Department of Vehicle Services (DVS) West Ox, Department of Planning & Development, DPMM, SWMP, Office of Environmental & Energy Coordination, Park Authority, Office of Strategy Management, Kings Park Library, Reston Library, and Board of Supervisor Offices.

FCPS Commercial Compost Collections Pilot:

For two years, 2014-2015, Olde Creek Elementary School conducted a compost collection pilot with a commercial hauler.

FCPS On-Site Composting:

The following 44 FCPS schools composted on-site as of December 2019. These operations primarily composted food waste. Due to the COVID-19 pandemic, many of these programs have been put on hold.

- | | |
|------------------------------------|------------------------------------|
| • Belvedere Elementary School | • Belle View Elementary School |
| • Centreville Elementary School | • Carson Middle School |
| • Clearview Elementary School | • Churchill Road Elementary School |
| • Colvin Run Elementary School | • Clermont Elementary School |
| • Daniels Run Elementary School | • Cub Run Elementary School |
| • Fairfax High School | • Dranesville Elementary School |
| • Fairview Elementary School | • Fairhill Elementary School |
| • Fox Mill Elementary School | • Flint Hill Elementary School |
| • Herndon Elementary School | • Hayfield Secondary School |
| • Hollin Meadows Elementary School | • Herndon Middle School |
| • Jackson Middle School | • Hunters Woods Elementary School |

- Lake Anne Elementary School
- Lanier Middle School
- Lemon Road Elementary School
- Louise Archer Elementary School
- McNair Elementary School
- Pine Spring Elementary School
- Pulley Career Center
- Riverside Elementary School
- Terraset Elementary School
- West Potomac High School
- Woodley Hills Elementary School
- Justice High School
- Lane Elementary School
- Lee High School
- London Towne Elementary School
- Lynbrook Elementary School
- Mountain View Alternative High School
- Providence Elementary School
- Quander Road School
- Stratford Landing Elementary School
- Twain Middle School
- Westfield High School

3.2 County-Owned Waste Management Facilities

Fairfax County owns the I-66 Transfer Station and the I-95 Landfill Complex, which are both maintained by the SWMP. Residents, County waste collection, and private waste collectors can use both facilities. Both facilities also allow residents to drop off food waste which is processed at a permitted composting facility operated by a contractor⁸ and also operate brush grinding operations that produce double-shredded wood mulch offered free to residents⁹.

3.2.1 I-66 Transfer Station

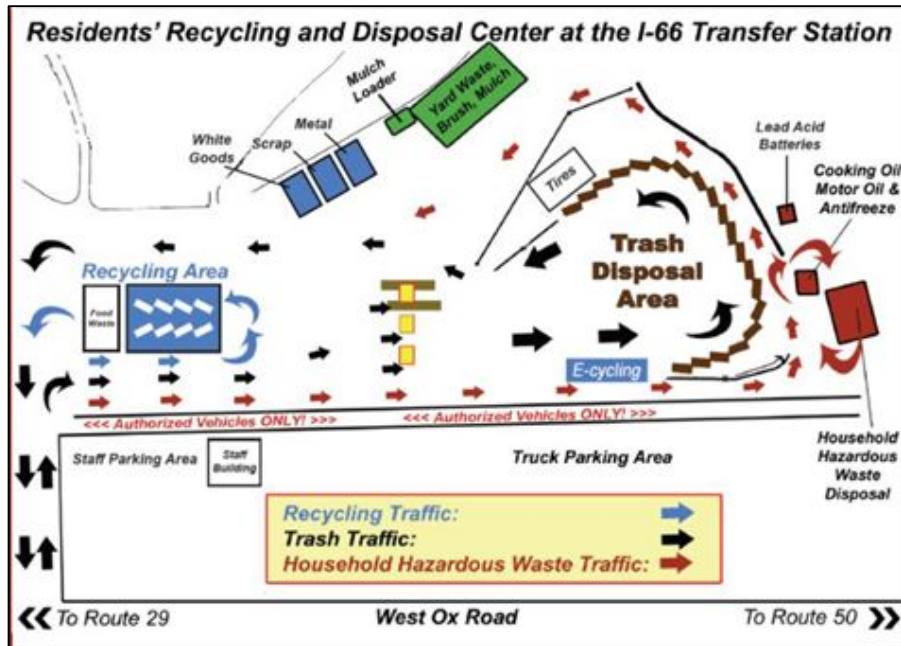
The I-66 Transfer Station, located at 4618 West Ox Road in Fairfax, consists of a closed municipal landfill and a recycling/disposal center for County residents and businesses. All CAR collected recyclables are taken to this facility and ultimately transported to the American Recycling Center in Manassas, VA¹⁰. There are separate recycling areas that have designated locations for each type of material that is separate from the MSW deposit area as seen in Figure 3-2.

⁸ [Food Scraps Composting Drop Off | Public Works and Environmental Services \(fairfaxcounty.gov\)](https://www.fairfaxcounty.gov/publicworks/food-scrap-composting)

⁹ [Free Mulch | Public Works and Environmental Services \(fairfaxcounty.gov\)](https://www.fairfaxcounty.gov/publicworks/free-mulch)

¹⁰ County correspondence on May 19, 2021.

Figure 3-2. I-66 Facility Layout¹¹



Recyclables accepted at the I-66 Transfer Station include:

- Bicycles
- Food scrap
- Aluminum & Steel Cans
- Plastic Bottles and Jugs
- Glass Bottles
- Mixed Paper
- Cardboard
- Antifreeze
- Used Motor Oil
- Automobile Batteries
- Metals
- Cooking Oil
- Milk & Juice Cartons
- E-Cycling
- Household Hazardous Waste

The facility collects resident, business, County, and private hauler solid waste. The MSW is collected and then transferred to the Covanta E/RRF located in Lorton, VA¹².

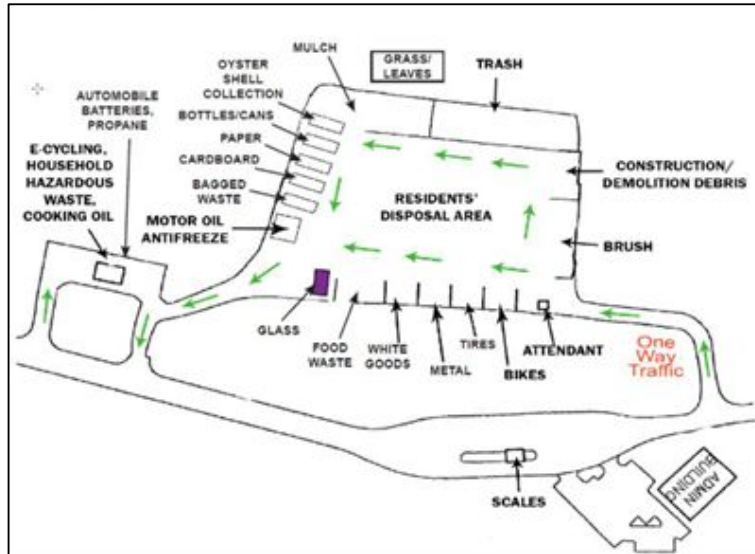
¹¹ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/i-66-transfer-station>

¹² <https://www.fairfaxcounty.gov/publicworks/sites/publicworks/files/assets/documents/i-66-rules.pdf>

3.2.2 I-95 Landfill Complex

The I-95 Landfill Complex, located at 9850 Furnace Road in Lorton, consists of a residential recycling drop-off center, the Covanta E/RRF, and an ash landfill. The layout of the entire complex can be seen in Figure 3-3.

Figure 3-3. I-95 Facility Layout¹³



The residential recycling drop-off area has designated bins for separated recyclables, including¹⁴:

- Glass
- Food Waste
- White Goods
- Metals
- Tires
- Bikes
- Yard Waste
- Oyster Shell Collection
- Bottles and Cans
- Mixed Paper
- Cardboard
- Bagged Waste
- Antifreeze/Used Motor Oil
- Automobile Batteries
- Cooking Oil
- E-Cycling
- Household hazardous waste

¹³ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/locations-hours>

¹⁴ [I-95 Landfill Complex | Public Works and Environmental Services \(fairfaxcounty.gov\)](#)

The I-95 Energy/Resource Recovery Facility (E/RRF)¹⁵ is owned and operated by Covanta Fairfax, Inc. This facility is one of the largest waste-to-energy facilities in the country, processing 3,000 tons per day and has been in operation since 1990. Using the MSW that is delivered, the complex generates approximately 670 kilowatts of electricity for every ton of waste burned. Metal is separated from the rest of the waste which gets diverted to be recycled. The ash is then deposited into the ash landfill on-site.

The I-95 Landfill Complex contains a functioning ash landfill and a closed municipal waste landfill. Construction and demolition (C&D) debris such as dirt, concrete, and shingles are accepted at the landfill in moderate amounts¹⁶.

3.2.3 Newington Collections Operations Facility¹⁷

The Newington Maintenance facility falls under the jurisdiction of the DVS¹⁸. The DVS provides fleet management and maintenance services to the County's and FCPS' vehicle fleets and ancillary equipment used for waste and recycling collection. The Newington Complex currently houses the County's collection fleet along with administrative facilities for personnel.

3.2.4 Logistics Center Complex

The Fairfax County Logistics Center Complex, as part of the Material Management Division of the Department of Procurement and Material Management, is a 63,000 square-foot facility that houses dynamic warehouse operations. The Zero Waste operations of the complex incorporate vehicles, scrap metal, recyclable material, and single-source material. The complex diverts obsolete and surplus items from landfills or incineration in four different ways¹⁹:

1. Redistribution and sale of surplus assets, including vehicles and large apparatus equipment – The Logistics Center collects then sells or redistributes items such as office equipment, furniture, exercise equipment, artwork, and miscellaneous items that still have value. In FY2019, the sales, recycling, and sole material sourcing of used items through operational efforts, online outreach (publicsurplus.com) and Capital Auto partnerships diverted approximately 4,000 tons of material.
2. Book and paper recycling – The Logistics Center collects and redistributes hundreds of books daily for the County's public libraries. All books, magazines, and newspapers deemed damaged or obsolete are recycled as part of the County's paper recycling program. More than 100 tons of paper products are collected at the complex annually.

¹⁵ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/energy-resource-recovery-facility>

¹⁶ <https://www.fairfaxcounty.gov/publicworks/sites/publicworks/files/assets/documents/i-95-rules.pdf>

¹⁷ <https://www.fairfaxcounty.gov/budget/sites/budget/files/assets/documents/fy2019/advertised/cip/solid-waste.pdf>

¹⁸ <https://www.fairfaxcounty.gov/contact/Mobile/AgencyDetail.aspx?agId=10>

¹⁹ "Path to Zero Waste (Funding)" PowerPoint, as provided by Fairfax County (April 2021).

3. Electronic waste recycling – All broken and outdated office electronics from County agencies are collected and processed by the Logistics Center. In 2019, the complex diverted more than 40,000 pounds (20 tons) of electronic waste from Covanta’s E/RRF, which returned plastic, glass and valuable materials back into the production stream. Recycling electronic waste creates opportunities for partnerships throughout the County. For example, C2 Management is contracted to securely destroy sensitive data left on computer hard drives and cell phones.
4. Scrap metal recycling – The complex collects any materials that are not considered usable or sellable and extracts the metals out of them before disposal. The scrap metal is then palleted and ultimately collected by Smith Industries Inc. The process earns revenue for the County and limits the amount of waste incinerated. In FY2019, the Logistics Center recycled approximately 97,113 pounds (48.6 tons) of scrap metal.

4 Legislation and Regulations

Fairfax County’s solid waste management programs are governed by federal, state, and local regulations. Major federal laws and regulations can be seen in Table 4.1.

Table 4.1 Federal laws and Regulations Governing Solid Waste Management

Federal Laws	Primary Objective
<i>Resource Conservation and Recovery Act (RCRA)</i>	Creates the framework for the proper management of hazardous and non-hazardous solid waste from “cradle-to-grave”. Promotes the recycling and reuse of recoverable material.
<i>Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) Superfund Law</i>	Identification and remediation of waste disposal sites and assigns liability for contamination.
<i>Clean Water Act</i>	Addresses the discharge of wastewater and runoff from solid waste management facilities into surface waters.
<i>Clean Air Act</i>	Addresses and authorizes regulations for emissions from waste disposal facilities.
<i>Safe Drinking Water Act</i>	Provides and establishes maximum contaminant levels for parameters in ground water.
<i>Federal Emergency Management Act</i>	Prohibits siting of landfills within 100-year flood plain.

Federal Laws	Primary Objective
<i>Asbestos Control- Asbestos Hazard Emergency Response Act</i>	Requires control with asbestos materials and requires completion of a training program by those who do asbestos-related work with schools.
<i>Endangered Species Act</i>	Prohibits construction or operation of facilities that would result in the “taking” of an endangered or threatened wildlife species, or in the destruction of their critical habitat.

Table 4.2 summarizes Virginia’s Solid waste management regulations throughout the County and within the FCPS system.

Table 4.2 State Laws and Regulations Governing Solid Waste

State Statutes	Primary Objective
The Code of Virginia Chapter 81 ²⁰	Establishes standards and procedures pertaining to the management of solid waste by providing requirements for siting, design, construction, operation, maintenance, closure, and post closure.
Regulation 8541.3 ²¹	Recycling requirements for all Fairfax County Public Schools.
Regulation 5030.6 ²²	To establish guidelines and procedures for the redistribution and disposal of FCPS equipment, furniture, books, and other non-accountable, controlled, and capital assets.
Solid Waste Management Code Chapter 109.1 ²³	Recycling program requirements for Fairfax County solid waste management.
Facilities and Transportation Services Regulation 8541.4 ²¹	Require all FCPS facilities to recycle to the maximum extent possible.

²⁰ <http://law.lis.virginia.gov/admincode/title9/agency20/chapter81/>

²¹ <https://go.boarddocs.com/vsba/fairfax/Board.nsf/goto?open&id=867SV92AB328>

²² [https://go.boarddocs.com/vsba/fairfax/Board.nsf/files/B37SUC687082/\\$file/R5030.pdf](https://go.boarddocs.com/vsba/fairfax/Board.nsf/files/B37SUC687082/$file/R5030.pdf)

²³ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/recycling-office-and-retail-properties>

State Statutes	Primary Objective
Executive Order 77 ²⁴	All executive branch state agencies, including state institutions of higher education, and their concessioners (Agency or Agencies) shall discontinue buying, selling, or distributing these specific items: disposable plastic bags, single-use plastic and polystyrene food service containers, plastic straws and cutlery, and single use plastic water bottles.
House Bill 533 ²⁵	Bans the use of expanded polystyrene food service containers for all food vendors by 2025.

5 Funding & Financial Information

There are four main funds that support the waste (refuse) collection, recycling and disposal operations in Fairfax County:

- Leaf Collection, Fund 40130
- Refuse Collection and Recycling Operations, Fund 40140
- Refuse Disposal, Fund 40150
- I-95 Refuse Disposal, Fund 40170

Each funding program is described in further detail below.

5.1 Program Funding²⁶

5.1.1 Leaf Collection, Fund 40130

Fairfax County offers a curbside leaf collection service multiple times throughout the year. This program is funded by a levy charge to homeowners that reside in the leaf collection district (approximately 25,000 homes). The current rate for leaf collection is \$0.012 per \$100 of assessed real estate value.

²⁴ [EO-77-Virginia-Leading-by-Example-to-Reduce-Plastic-Pollution-and-Solid-Waste.pdf](#)

²⁵ [LIS > Bill Tracking > HB533 > 2020 session \(virginia.gov\)](#)

²⁶

<https://www.fairfaxcounty.gov/budget/sites/budget/files/assets/documents/fy2021/adopted/volume2/solid-waste-overview.pdf>

5.1.2 Refuse Collection and Recycling Operations, Fund 40140

This fund provides for the collection of waste and recycling services. Households in Fairfax County’s sanitary district pay an annual fee to partly generate revenue for the fund. Approximately 43,100 individual households receive collection at an annual collection rate of \$370 per household, which equates to approximately \$16 million in revenue for FY2021. County agencies generate revenue for the fund through billings based on the cubic yard capacity of the containers provided. In FY2021, the billing rate as determined by fiscal year operating requirements was \$5.50 per cubic yard.²⁷ This fund supports the CAR program which is responsible for waste and recycling collection at 284 County agency facilities.

5.1.3 Refuse Disposal, Fund 40150

Refuse Disposal Fund 40150 funds the operations at the I-66 Transfer Station and also supports the SWMP’s recycling program due to the necessary funds needed to manage program initiatives that reduce waste and plan for future recycling programs. The Refuse Disposal Fund is supported by the tipping fees or contract rate from either residents, private collectors, or county agencies at either the I-66 Transfer Station or the I-95 Landfill Complex²⁸. The commercial tipping fee for solid waste at the I-66 Transfer Station Complex and the I-95 Landfill Complex are represented in Table 5.1.

Table 5.1 Commercial Tipping Fees FY21²⁹

Category	Rate
Waste	\$64/ton
Metal	\$64/ton
Brush	\$45/ton
Yard Waste (loose or bagged)	\$62/ton
Vacuumed Leaves	\$42/ton

5.1.4 I-95 Refuse Disposal, Fund 40170

The operations of the I-95 Landfill Complex are funded through Fund 40170. The I-95 Landfill Complex used to manage MSW but was closed in December 1995. Since that time, the landfill has accepted only ash generated from waste combustion from Covanta’s E/RRF. The funded operations include operations and maintenance of both the closed and active portions of the landfill. The refuse disposal fee at the I-95 Landfill Complex, which is currently \$26.50 per ton, finances Fund 40170.

²⁷ [Solid Waste Management Program - FY 2021 Adopted Budget Plan \(fairfaxcounty.gov\)](https://www.fairfaxcounty.gov/publicworks/recycling-trash/residential-disposal-fees-and-regulations)

²⁸ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/residential-disposal-fees-and-regulations>

²⁹ <https://www.fairfaxcounty.gov/publicworks/recycling-trash/commercial-disposal-fees>

5.1.5 School Funding

FCPS have contracts with both Bates Trucking and Republic Services to collect their waste and recycling. The FCPS Plant Operations Program³⁰ manages contract custodial services vendors, FCPS recycling efforts, and all custodial related contracts to waste management and other efforts to provide a clean and healthy environment in schools.

5.2 Capital Improvement Program Budget

In FY2021, Fairfax County budgeted approximately \$28 million in the Capital Improvement Program (CIP) to make improvements to its solid waste facilities. The list of projects as part of the CIP are described in Table 5.2.

Table 5.2 Fairfax County Solid Waste FY21 Capital Improvement Projects

Capital Project ³¹	Description	Cost
Newington Refuse Facility Enhancements	Fund infrastructure improvements to the existing Newington Operations facility.	\$2,356,000
I-66 Environmental Compliance	Fund the environmental management activities for the I-66 landfill which was closed in 1982.	\$751,000
I-66 Basement Drainage Renovation	Provide for the repair and possible retrofit of the tipping floor drainage system.	\$350,000
I-66 Landfill Methane Gas Recovery	The installation and reconstruction of the methane gas extraction system.	\$1,000,000
I-66 Permit/Receiving Center Renovation	Renovations to the existing building and transfer facility at the I-66 Transfer Station.	\$2,403,000
I-66 Transport Study/Site Redevelopment	Provide the design, construction, reconstruction, and retrofit of the I-66 Transfer Station's existing traffic flow patterns.	\$2,904,000

³⁰ <https://www.fcps.edu/sites/default/files/media/pdf/FY-2021-Program-Budget.pdf>

³¹ <https://www.fairfaxcounty.gov/budget/sites/budget/files/assets/documents/fy2021/advertised/cip/15a-solid%20waste.pdf>

Capital Project³¹	Description	Cost
I-95 Landfill Methane Gas Recovery	The installation and reconstruction of the methane gas extraction system.	\$2,309,000
I-95 Landfill Environmental Compliance	Support two environmental initiatives associated with the I-95 complex.	\$1,560,000
I-95 Landfill Leachate Facility	Minor improvements to the leachate collection system.	\$4,160,000
I-95 Landfill Closure	Meet all state and federal regulations for placing the synthetic cap on the Area Three Lined Landfill unit and repairing or reconstructing the cap on the Municipal Solid Waste (MSW) unit at the I-95 Landfill.	\$2,440,000
I-95 Landfill Lot B Redesign	Design, construction, reconstruction and retrofit of the I-95 landfill's existing Lot B area which is used for various residential solid waste drop-off activities.	\$1,750,000
I-95 Operations Building Renovations	Infrastructure improvements to the existing I-95 Landfill Operations facility.	\$99,000
I-95 Transfer/Materials Recovery Facility	Design and construction of an enclosed facility to handle general waste and recycling efforts at the I-95 Complex.	\$2,500,000
I-95 Service Road	Redesign and rebuilding of I-95's existing entrance road which is the primary access point for residential disposal and recycling customers and commercial haulers.	\$1,500,000

6 Contract Review

6.1 County Facilities

The CAR program provides waste and recycling collection services to properties owned and operated by the County³². Per the Intercounty Agreement between Prince William County and Fairfax County, the annual amount of Fairfax County waste delivered to the Prince William County landfill shall not exceed 30,000 tons³³.

6.2 Schools

6.2.1 Waste

Bates Trucking Company was awarded a contract with FCPS in November 2020 for a three-year period with the option to renew³⁴. Waste is picked up once a week from schools by Bates at a unit price of \$127.00 per haul, that is \$6,604.00 per year. Bates' current contract is for \$178,308 for the 27 schools³⁵. FCPS pays for the actual tonnage cost per pick-up as a pass-through fee based on Fairfax County disposal rates listed in Table 6.1. Republic Services is responsible to pick up all front-end waste, excluding the 27 locations, from all FCPS locations. Bates Trucking commercial disposal rates are in Table 6-1 and Republic Service's cost per collection is in Table 6-2.

Table 6.1 Bates Trucking Commercial Disposal Rates

Category	Rate
Waste	\$68/ton
Metal	\$68/ton
Brush	\$45/ton
Yard Waste (loose or bagged)	\$62/ton
Vacuumed Leaves	\$42/ton

³² https://www.fairfaxcounty.gov/budget/sites/budget/files/assets/documents/fy2016/lobs/lob_353.pdf

³³ Interjurisdictional Solid Waste Facility Use Agreement as provided by Fairfax County (March 2021).

³⁴ <https://www.fcps.edu/about-fcps#:~:text=FCPS%20is%20one%20of%20the,12%2C%20speaking%20over%20200%20languages>

³⁵ <https://www.fairfaxcounty.gov/cregister/DownloadPDF.aspx?AttachmentID=12b9dd96-ba70-4f48-92bd-985047382166>

Table 6.2. Republic Services FCPS Waste Collection Costs³⁶

Item No.	Item Description	Unit Price Per Collection
1	Cost per collection of front-end load waste container 2 cubic yard (CY)	\$5.74
2	Cost per collection of front-end load waste container 4 CY	\$11.49
3	Cost per collection of front-end load waste container 6 CY	\$17.23
4	Cost per collection of front-end load waste container 8 CY	\$22.99
5	Cost per collection of open top roll off container 20 CY	\$409.61
6	Cost per collection of open top roll off container 30 CY	\$415.23

6.2.2 Recycling³⁷

Republic Services of Virginia is contracted for the waste and recycling services of FCPS. The current contract as amended to their previous contract, had a 3.3 percent price increase effective January 1, 2021. Updated collection prices for Republic are reflected in Table 6.3. In addition, FCPS uses separate contractors to handle light bulb recycling, metal recycling, glazing recycling (glass windows, etc.) and electronics recycling. Per Republic's contract, the school system is not to place milk cartons in the recycling stream.

³⁶ [Current County Contracts \(Contract Register\) - Contract Register - Fairfax County, Virginia](#)

³⁷ <https://www.fairfaxcounty.gov/cregister/ContractDetails.aspx?contractNumber=4400007970>

Table 6.3 Republic Services FCPS Recycling Collection Costs

Item No.	Item Description	Unit Price
7	Cost per collection of front-end load recycle container 2 CY	\$3.56
8	Cost per collection of front-end load recycle container 4 CY	\$7.13
9	Cost per collection of front-end load recycle container 6 CY	\$10.68
10	Cost per collection of front-end load recycle container 8 CY	\$14.24

7 Summary

The diversion performance and current conditions evaluated for Fairfax County show that while diversion and recycling is currently happening, there could be improvement in the diversion of recyclable, reusable and/or compostable materials from the MSW stream collected from County facilities (including administration offices, parks, maintenance facilities, etc.) and FCPS.

The next step is to identify potential diversion options or programs that could further improve the County's diversion rates to help make progress towards a future goal of Zero Waste. The aforementioned current diversion programs could also potentially be expanded upon as part of this effort.



Appendix C Waste and Recycling Audit Memo

Zero Waste Plan Development

Fairfax, VA
June 23, 2021



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Memo

Date: Wednesday, June 23, 2021

Project: Technical Support for Zero Waste Plan Development

To: Fairfax County Solid Waste Management Program, Purchasing and Materials Management, Fairfax County Public Schools, Fairfax County Park Authority, and Facilities Management Department

From: HDR

Subject: Waste and Recycling Audit Results Interim Memorandum

HDR, with the help of Fairfax County, conducted waste & recycling audits within Fairfax County as part of the Fairfax County Government and Schools Zero Waste Plan project. These audits took place at 20 total locations, comprising a mixture of Government administration buildings/offices (2 locations), public safety buildings (3 locations), Fairfax County Park Authority (FCPA) locations (4 locations), public places (3 locations), schools (5 locations), a social services building (1 location), and operations/maintenance facilities (2 locations). The audits occurred over the course of a four-day period during the week of April 12, 2021.

Once all waste or recycling material was fully sorted into the pre-determined different material categories, it was visually estimated what qualitative percentage (by volume) each material comprised of the present total garbage or recyclables. The following are preliminary results of the audits, first by location type and then an overall summation.

It is important to note that due to the COVID-19 pandemic, most of the buildings were not occupied at full capacity, and the results of the audits may not depict what would be seen during normal conditions.

1 Administrative/Office Locations

Waste and recycling audits were conducted at the following administrative/office locations:

- 1 Fairfax County Government Center Building (12000 Government Center Pkwy, Fairfax, VA 22035)
- 2 Fairfax County Public Schools (FCPS) Gatehouse Administration Center (8115 Gatehouse Rd, Falls Church, VA 22042)

1.1 Waste

The results (in percent by volume) of the waste audit for administrative/office locations are shown in Table 1. It is important to note that waste from the Gatehouse was unable to be sorted due to a locked enclosure.

Table 1. Waste Audit Results for Admin/Office Locations (% by Volume)

Material Type	Government Center Building
Garbage	60%
Edible/Recoverable Food	5%
Other Compostables (e.g., yard waste, low-grade paper)	5%
Cardboard	5%
Other Recyclable Paper (e.g., office paper, magazines)	0%
Recyclable Plastic Containers	20%
Other Recyclable Containers (e.g., metal, aluminum, glass)	5%
Other Potential Recyclables (e.g., fluorescent bulbs, e-waste, batteries)	0%
Other Potential Reusables (e.g., textiles, furniture)	0%
Total	100%

Note:

*No waste sorting occurred at the Gatehouse (FCPS).

The most divertible waste material found in the waste stream was recyclable plastic containers. There was a high percentage of garbage (e.g., needle packaging, gloves, etc.) partly because the Government Center Building is currently being used as a COVID-19 vaccination hub.

1.2 Recycling

The results (in percent by volume) of the recycling audit for administrative/office locations are shown in Table 2. The Fairfax County Government Center Building's recycling was collected from two separate compactors: (1) Cardboard/Paper and (2) Plastic/Glass. It was assumed that of the overall recyclables generated, 50 percent (by volume) went to the cardboard/paper compactor and the other 50 percent (by volume) went to the plastic/glass compactor.

Table 2. Recycling Audit Results for Administrative/Office Locations (% by volume)

Material Type	Gatehouse (FCPS)	Government Center Building*	AVG	Std Dev	Min	Max
Cardboard	20%	48%	34%	14%	20%	48%
Other Recyclable Paper	10%	3%	6%	4%	3%	10%
Recyclable Plastic Containers	35%	28%	31%	4%	28%	35%
Other Recyclable Containers	0%	5%	3%	3%	0%	5%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%
Non-Recyclables	35%	18%	26%	9%	18%	35%
Total	100%	100%	100%	0%	100%	100%

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

**Assumed 50/50 split between recycling going to the cardboard/paper and the plastic/glass compactors.

The main non-recyclables found in the recycling streams were plastic film, pens, coffee cups, and shredded paper.

The material breakdown (in percent by volume) for solely the Government Center Building’s cardboard/paper compactor and the plastic/glass compactor is in Table 3.

Table 3. Recycling Audit Results for Each Government Center Building Compactor (% by volume)

Cardboard/Paper Compactor	%
Cardboard	95%
Other Recyclable Paper	5%
Total	100%
Plastic/Glass Compactor	%
Recyclable Plastic Containers	55%
Other Recyclable Containers	10%
Other Potential Recyclables	0%
Non-Recyclables	35%
Total	100%

The cardboard/paper compactor had very little contamination. The plastic/glass compactor had 35 percent (by volume) contamination. It should be noted that glass is no longer accepted in Fairfax County’s recycling collection; however, glass counted for very little of this contamination.

1.3 Organics

The Fairfax County Government Center Building has organics collection as part of Fairfax County’s Compost Pilot Program. During the time of the audit, organics collection had already occurred. The organics bins were empty, so this sorting subset did not occur.

2 Public Safety Locations

Waste and recycling audits were conducted at the following public safety locations:

1. Fairfax County Fire Station 40 (4621 Legato Rd, Fairfax, VA 22030)
2. Mount Vernon Government Center and Police Station (2511 Parkers Ln, Alexandria, VA 22306)
3. Reston Police Station (1801 Cameron Glen Dr, Reston, VA 20190)

2.1 Waste

The results (in percent by volume) of the waste audit for public safety locations are shown in Table 4.

Table 4. Waste Audit Results for Public Safety Locations (% by Volume)

Material Type	Fairfax Center Fire Station 40	Mount Vernon Government Center & Police Station	Reston Police Station	AVG	Std Dev	Min	Max
Garbage	45%	40%	40%	42%	2%	40%	45%
Edible/Recoverable Food	0%	0%	0%	0%	0%	0%	0%
Other Compostables	30%	20%	50%	33%	13%	20%	50%
Cardboard	0%	0%	0%	0%	0%	0%	0%
Other Recyclable Paper	10%	10%	5%	8%	2%	5%	10%
Recyclable Plastic Containers	10%	20%	5%	12%	6%	5%	20%
Other Recyclable Containers	0%	10%	0%	3%	5%	0%	10%
Other Potential Recyclables	5%	0%	0%	2%	2%	0%	5%
Other Potential Reusables	0%	0%	0%	0%	0%	0%	0%
Total	100%	100%	100%	100%	0%	100%	100%

The most divertible material found in the waste stream was other compostables, which mainly consisted of low-grade paper and unrecoverable food. The second most divertible material was plastic containers. The third most divertible material was other recyclable paper.

2.2 Recycling

The results (in percent by volume) of the recycling audit for public safety locations are shown in Table 5.

Table 5. Recycling Audit Results for Public Safety Locations (% by Volume)

Material Type	Fairfax Center Fire Station 40	Mount Vernon Government Center & Police Station	Reston Police Station	AVG	Std Dev	Min	Max
Cardboard	20%	90%	62%	57%	29%	20%	90%
Other Recyclable Paper	20%	0%	24%	15%	11%	0%	24%
Recyclable Plastic Containers	20%	0%	1%	7%	9%	0%	20%
Other Recyclable Containers	20%	0%	1%	7%	9%	0%	20%
Other Potential Recyclables	0%	0%	1%	0%	0%	0%	1%
Non-Recyclables	20%	10%	12%	14%	4%	10%	20%
Total	100%	100%	100%	100%	0%	100%	100%

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

The main non-recyclables found in the recycling streams were plastic film, low-grade paper, food waste, contaminated food containers, single-use plastic cutlery, nitrile gloves and textiles.

2.3 Organics

In its staff kitchen, the Mount Vernon Government Center has organics collection as part of Fairfax County’s Compost Pilot Program. During the time of the audit, organics collection had already occurred. The organics bin was empty, so this sorting subset did not occur.

3 Park Authority Locations

Waste and recycling audits were conducted at the following Park Authority locations:

1. Oak Marr RECenter (3200 Jermantown Rd, Oakton, VA 22124)
2. Audrey Moore RECenter (8100 Braddock Rd, Annandale, VA 22003)
3. Green Spring Gardens (4603 Green Spring Rd, Alexandria, VA 22312)
4. Lake Fairfax Park Maintenance Area 6 (1410 State Route 674, Vienna, VA 22182)

3.1 Waste

The results (in percent by volume) of the waste audit for Park Authority locations are shown in Table 6.

Table 6. Waste Audit Results for Park Authority Locations (% by Volume)

Material Type	Oak Marr RECenter	Audrey Moore RECenter*	Green Spring Gardens**	Lake Fairfax Park Maintenance Area 6	AVG	Std Dev	Min	Max
Garbage	45%	35%	38%	80%	49%	18%	35%	80%
Edible/ Recoverable Food	0%	5%	10%	0%	4%	4%	0%	10%
Other Compostables	35%	25%	23%	0%	21%	13%	0%	35%
Cardboard	0%	0%	0%	0%	0%	0%	0%	0%
Other Recyclable Paper	10%	8%	3%	0%	5%	4%	0%	10%
Recyclable Plastic Containers	10%	15%	15%	10%	13%	3%	10%	15%
Other Recyclable Containers	0%	13%	13%	10%	9%	5%	0%	13%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%	0%
Other Potential Reusables	0%	0%	0%	0%	0%	0%	0%	0%
Total	100%	100%	100%	100%	100%	0%	100%	100%

Notes:

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

**Lots of bagged yard waste in the waste dumpster due to illegal dumping. These bags were not included in the waste audit.

***Dumpster appeared to include waste from the golf course across the street. Waste from a singular park trash can was taken to ensure a comprehensive sample.

The most divertible material found in the waste stream was other compostables, which mainly consisted of low-grade paper and yard waste, with some unrecoverable food. The second most divertible material was plastic containers. The third most divertible material was other recyclable containers, including metal and aluminum containers.

The garbage at Lake Fairfax Park Maintenance Area 6 constituted a high percentage by volume. Its garbage mainly consisted of plastic coffee lids, firework residual materials, contaminated food containers, dog feces and plastic film.

3.2 Recycling

The results (in percent by volume) of the recycling audit for Park Authority locations are shown in

Table 7. It is important to note that recycling from the Green Spring Gardens location was unable to be sorted due to a locked enclosure it shares with the adjacent golf course.

Table 7. Recycling Audit Results for Park Authority Locations (% by Volume)*

Material Type	Oak Marr RECenter	Audrey Moore RECenter	Lake Fairfax Park Maintenance Area 6	AVG**	Std Dev	Min	Max
Cardboard	90%	50%	0%	47%	37%	0%	90%
Other Recyclable Paper	0%	10%	15%	8%	6%	0%	15%
Recyclable Plastic Containers	5%	5%	15%	8%	5%	5%	15%
Other Recyclable Containers	0%	5%	5%	3%	2%	0%	5%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%
Non-Recyclables	5%	30%	65%	33%	25%	5%	65%
Total	100%	100%	100%	100%	0%	100%	100%

Notes:

*No recycling sorting occurred at Green Spring Gardens.

**Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

The main non-recyclables found in the recycling streams were construction and demolition debris (C&D) (e.g., wood and rebar), Styrofoam, and shredded paper. Although not verified, the recyclables at Lake Fairfax Park Maintenance Area 6 appeared to come from illegal dumping and not the park maintenance building. The Lake Fairfax Park Maintenance Area 6 non-recyclables mainly consisted of food waste containers and single-use plastic cutlery.

4 Public Place Locations

Waste and recycling audits were conducted at the following public place locations:

1. Fairfax County Circuit Court (4110 Chain Bridge Rd, Fairfax, VA 22030)
2. Gum Springs Community Center (8100 Fordson Rd, Alexandria, VA 22306)
3. Reston Regional Library (11925 Bowman Towne Dr, Reston, VA 20190)

4.1 Waste

The results (in percent by volume) of the waste audit for public place locations are shown in Table 8.

Table 8. Waste Audit Results for Public Place Locations (% by Volume)

Material Type	Circuit Court*	Gum Springs Community Center	Reston Library	AVG	Std Dev	Min	Max
Garbage	39%	30%	20%	30%	8%	20%	39%
Edible/Recoverable Food	0%	10%	0%	3%	5%	0%	10%
Other Compostables	53%	30%	55%	46%	11%	30%	55%
Cardboard	0%	5%	0%	2%	2%	0%	5%
Other Recyclable Paper	5%	20%	15%	13%	6%	5%	20%
Recyclable Plastic Containers	3%	5%	0%	3%	2%	0%	5%
Other Recyclable Containers	0%	0%	5%	2%	2%	0%	5%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%
Other Potential Reusables	0%	0%	5%	2%	2%	0%	5%
Total	100%	100%	100%	100%	0%	100%	100%

Note:

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

The most divertible material found in the waste stream was other compostables, which mainly consisted of low-grade paper and unrecoverable food. The second most divertible material was other recyclable paper.

Trash bags collected directly from the Circuit Court kitchen were included in the above waste audit results. Of the kitchen subset sampling, about 66 percent of the bags were compostable materials (33 percent low-grade paper and 33 percent mainly unrecoverable food). The remaining 33 percent and 1 percent were garbage and recyclable plastic containers, respectively.

4.2 Recycling

The results (in percent by volume) of the recycling audit for public place locations are shown in Table 9. It is important to note that recycling from the Gum Springs Community Center location was unable to be sorted due to unavailability of material.

Table 9. Recycling Audit Results for Public Place Locations (% by Volume)*

Material Type	Circuit Court***	Reston Library	AVG	Std Dev	Min	Max
Cardboard	33%	30%	32%	2%	30%	33%
Other Recyclable Paper	33%	55%	44%	11%	33%	55%
Recyclable Plastic Containers	0%	0%	0%	0%	0%	0%
Other Recyclable Containers	0%	0%	0%	0%	0%	0%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%
Non-Recyclables	33%	15%	24%	9%	15%	33%
Total	100%	100%	100%	0%	100%	100%

Notes:

*No recycling sorting occurred at Gum Springs Community Center.

**Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

***No dumpster/compactor existed for plastics/other recyclables at the Circuit Court; there was only one compactor solely for mixed paper.

The main non-recyclables found in the recycling streams were plastic film, Styrofoam, and low-grade paper.

4.3 Organics

The Reston Regional Library has organics collection as part of Fairfax County's Compost Pilot Program. The organics bin located in the staff kitchen was full and therefore sorted. In percent by volume, the compost appeared to be 99 percent compostable and only had 1 percent contamination (namely due to small coffee creamer cups).

5 School Locations

Waste and recycling audits were conducted at the following school locations:

1. Whitman Middle School (2500 Parkers Ln, Alexandria, VA 22306)
2. Stenwood Elementary School (2620 Gallows Rd, Vienna, VA 22180)
3. Luther Jackson Middle School (3020 Gallows Rd, Falls Church, VA 22042)
4. South Lakes High School (11400 South Lakes Dr, Reston, VA 20191)
5. Terraset Elementary School (11411 Ridge Heights Rd, Reston, VA 20191)

5.1 Waste

The results (in percent by volume) of the waste audit for school locations are shown in Table 10.

Table 10. Waste Audit Results for School Locations (% by Volume)

Material Type	Whitman Middle School	Stenwood Elementary School*	Luther Jackson Middle School*	South Lakes High School	Terrasert Elementary School	AVG	Std Dev	Min	Max
Garbage	20%	30%	40%	25%	30%	29%	7%	20%	40%
Edible/ Recoverable Food	25%	15%	20%	10%	20%	18%	5%	10%	25%
Other Compostables	15%	35%	25%	40%	35%	30%	9%	15%	40%
Cardboard	0%	0%	0%	0%	0%	0%	0%	0%	0%
Other Recyclable Paper	30%	15%	10%	20%	10%	17%	7%	10%	30%
Recyclable Plastic Containers	5%	3%	3%	5%	0%	3%	2%	0%	5%
Other Recyclable Containers	5%	3%	3%	0%	5%	3%	2%	0%	5%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%	0%	0%
Other Potential Reusables	0%	0%	0%	0%	0%	0%	0%	0%	0%
Total	100%	100%	100%	100%	100%	100%	0%	100%	100%

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

The most divertible material found in the waste stream was other compostables, which mainly consisted of low-grade paper and unrecoverable food. The second most divertible material was edible/recoverable food mainly from school lunches. Only slightly less than recoverable food waste, other recyclable paper is the third most divertible material.

5.2 Recycling

The results (in percent by volume) of the recycling audit for school locations are shown in Table 11. It is important to note that recycling from the South Lakes High School location was unable to be sorted due to lack of availability of material.

Table 11. Recycling Audit Results for School Locations (% by Volume)*

Material Type	Whitman Middle School	Stenwood Elementary School	Luther Jackson Middle School	Terrasat Elementary School**	AVG	Std Dev	Min	Max
Cardboard	85%	95%	95%	92%	92%	4%	85%	95%
Other Recyclable Paper	4%	4%	0%	3%	3%	2%	0%	4%
Recyclable Plastic Containers	4%	0%	0%	0%	1%	2%	0%	4%
Other Recyclable Containers	2%	0%	4%	1%	2%	1%	0%	4%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%	0%
Non-Recyclables	5%	1%	1%	5%	3%	2%	1%	5%
Total	100%	100%	100%	100%	100%	0%	100%	100%

*No recycling sorting occurred at South Lakes High School.

**Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

Very little of the schools' recycling stream was found to have non-recyclable contamination. Cardboard was the major recyclable material found in all sampled school dumpsters.

6 Social Services Location

Waste and recycling audits were conducted at the following social services location:

1. Fairfax-Falls Church Community Services Board (Merrifield Center - 8221 Willow Oaks Corporate Dr, Fairfax, VA 22031)

6.1 Waste

The results (in percent by volume) of the waste audit for the social services location is shown in Table 12.

Table 12. Waste Audit Results for the Social Services Location (% by Volume)

Material Type	Fairfax-Falls Church CSB (Merrifield Center)
Garbage	40%
Edible/Recoverable Food	0%
Other Compostables	25%
Cardboard	0%
Other Recyclable Paper	15%
Recyclable Plastic Containers	15%
Other Recyclable Containers	5%
Other Potential Recyclables	0%
Other Potential Reusables	0%
Total	100%

The most divertible material found in the waste stream was other compostables, which mainly consisted of low-grade paper with some unrecoverable food. Paper and plastic containers, both divertible, were found in equal amounts in the waste. About half of the garbage percentage, 20 percent, was due to plastic film.

6.2 Recycling

The results (in percent by volume) of the recycling audit for the social services location is shown in Table 13. Staff stated recycling is typically made up of 95 percent cardboard. Only one bag of recyclable material in the exterior dumpster was available to sort. The results are shown in the remaining 5 percent in the table below.

Table 13. Recycling Audit Results for the Social Services Location (% by Volume)

Material Type	Fairfax-Falls Church Community Services Board (Merrifield Center)
Cardboard	95%
Other Recyclable Paper	0%
Recyclable Plastic Containers	3%
Other Recyclable Containers	2%
Other Potential Recyclables	0%
Non-Recyclables	0%
Total	100%

No contamination was found in the sampled bag.

7 Operations/Maintenance Locations

Waste and recycling audits were conducted at the following operations/maintenance locations:

1. Department of Vehicle Services Alban Maintenance Facility (7245 Fullerton Rd, Springfield, VA 22150)
2. County and FCPS Springfield Central Warehouse (6800 Industrial Rd a, Springfield, VA 22151)

7.1 Waste

The results (in percent by volume) of the waste audit for operations/maintenance locations are shown in Table 14.

Table 14. Waste Audit Results for the Operations/Maintenance Locations (% by Volume)

Material Type	DVS Alban	County & FCPS Springfield Central Warehouse	AVG	Std Dev	Min	Max
Garbage	40%	45%	43%	3%	40%	45%
Edible/Recoverable Food	5%	10%	8%	3%	5%	10%
Other Compostables	20%	15%	18%	3%	15%	20%
Cardboard	20%	10%	15%	5%	10%	20%
Other Recyclable Paper	0%	15%	8%	8%	0%	15%
Recyclable Plastic Containers	15%	5%	10%	5%	5%	15%
Other Recyclable Containers	0%	0%	0%	0%	0%	0%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%
Other Potential Reusables	0%	0%	0%	0%	0%	0%
Total	100%	100%	100%	0%	100%	100%

Note:



*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

The most divertible material found in the waste stream was other compostables, which mainly consisted of low-grade paper with some unrecoverable food. The second most divertible material was cardboard. The third most divertible material was recyclable plastic containers. Visually, a significant portion of the garbage consisted of plastic film.

7.2 Recycling

The results (in percent by volume) of the recycling audit for operations/maintenance locations are shown in Table 15. Due to the nature of operations/maintenance facilities and the Fairfax County Ordinance, only paper and cardboard are required to be recycle. It is important to note that recycling from the County and FCPS Springfield Central Warehouse location was unable to be sorted due to unavailability of material.

Table 15. Recycling Audit Results for Operations/Maintenance Locations (% by Volume)*

Material Type	Department of Vehicle Services Alban Maintenance Facility
Cardboard	95%
Other Recyclable Paper	0%
Recyclable Plastic Containers	0%
Other Recyclable Containers	0%
Other Potential Recyclables	0%
Non-Recyclables	5%
Total	100%

Note:

*No recycling sorting occurred at the County and FCPS Springfield Central Warehouse.

Very little of the Department of Vehicle Services Alban Maintenance Facility recycling stream had non-recyclable contamination, which consisted of a plastic bucket, windshield wipers, and paper rags stained with oil. Cardboard was the major recyclable material found.

Results Summary

The averages from each of the sampled location types were weighted for both waste and recycling streams based on the number of locations sorted for each County location type. This generated overall weighted averages for each material type within each current stream.

7.3 Overall Waste

The overall weighted average results (in percent by volume) of the waste audits for all location types are shown in Table 16.



Table 16. Weighted Average Waste Audit Results for All Locations (% by Volume)

	Administratio n/Office	Public Safety	Park Authority*	Public Places*	Schools	Social Services	Operations/ Maintenance*	Total
No. of Locations Sorted (out of 20)	1	3	4	3	5	1	2	19
Material Type	Averages (%)							Weighted AVG (%)
Garbage	60%	42%	49%	30%	29%	40%	43%	39%
Edible/Recoverable Food	5%	0%	4%	3%	18%	0%	8%	7%
Other Compostables	5%	33%	21%	46%	30%	25%	18%	28%
Cardboard	5%	0%	0%	2%	0%	0%	15%	2%
Other Recyclable Paper	0%	8%	5%	13%	17%	15%	8%	11%
Recyclable Plastic Containers	20%	12%	13%	3%	3%	15%	10%	9%
Other Recyclable Containers	5%	3%	9%	2%	3%	5%	0%	4%
Other Potential Recyclables	0%	2%	0%	0%	0%	0%	0%	0%
Other Potential Reusables	0%	0%	0%	2%	0%	0%	0%	0%
Total	100%	100%	100%	100%	100%	100%	100%	100%

Notes:

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

**No waste sorting occurred at the Gatehouse (FCPS).

The most divertible material found in the waste stream was other compostables. The second and third most divertible materials were recyclable plastic containers and other recyclable paper, respectively. It is promising to see that approximately 39 percent of the entire waste stream consists of currently defined garbage materials. The major materials found in garbage were plastic film (e.g., garbage bag and food wrappers), Styrofoam, single-use plastic cutlery, both paper and plastic (e.g., PET #1 or PP #5) contaminated food containers, and rigid plastic. In order to achieve Zero Waste, or close to it, diversion options for these materials or legislation that bans the use of these materials will need to be established.

7.4 County Facility Waste Audit Results

The County facilities analyzed included one administration/office building, three public safety buildings, four parks under the jurisdiction of the FCPA, three public places, one social services building, and two operations/maintenance buildings. The results (by volume) of the visual waste audits of these County facilities are summarized in Table 17. The overall averages were weighted based on number of locations sorted for each County facility type.

Table 17. Weighted Average Waste Audit Results for County Facility Locations (% by Volume)

	Administration/ Office	Public Safety	Park Authority*	Public Places*	Social Services	Operations/ Maintenance*	Total
No. of Locations Sorted (out of 15)	1	3	4	3	1	2	14
Material Type	Averages (%)						Weighted AVG (%)
Garbage	60%	42%	49%	30%	40%	43%	43%
Edible/Recoverable Food	5%	0%	4%	3%	0%	8%	3%
Other Compostables	5%	33%	21%	46%	25%	18%	28%
Cardboard	5%	0%	0%	2%	0%	15%	3%
Other Recyclable Paper	0%	8%	5%	13%	15%	8%	8%
Recyclable Plastic Containers	20%	12%	13%	3%	15%	10%	11%
Other Recyclable Containers	5%	3%	9%	2%	5%	0%	4%
Other Potential Recyclables	0%	2%	0%	0%	0%	0%	0%
Other Potential Reusables	0%	0%	0%	2%	0%	0%	0%
Total	100%	100%	100%	100%	100%	100%	100%

Notes:

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

**No waste sorting occurred at the Gatehouse (FCPS).

The most divertible material found in the County facilities' waste stream was other compostables (e.g., low grade paper, unrecoverable food waste, etc.). The second and third most divertible materials were recyclable plastic containers and other recyclable paper, respectively.

7.5 Overall Recycling

The overall weighted average results (in percent by volume) of the recycling audits for all location types are shown in Table 18.

Table 18. Weighted Average Recycling Audit Results for All Locations (% by Volume)

	Admin/ Office	Public Safety	Park Authority *	Public Places	Schools*	Social Services	Operations/ Maintenance	Total
No. of Locations Sorted (out of 20)	2	3	3	2	4	1	1	16
Material Type	Averages (%)							Weighted AVG (%)
Cardboard	34%	57%	47%	32%	92%	95%	95%	62%
Other Recyclable Paper	6%	15%	8%	44%	3%	0%	0%	11%
Recyclable Plastic Containers	31%	7%	8%	0%	1%	3%	0%	7%
Other Recyclable Containers	3%	7%	3%	0%	2%	2%	0%	3%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%	0%
Non-Recyclables	26%	14%	33%	24%	3%	0%	5%	16%
Total	100%	100%	100%	100%	100%	100%	100%	100%

Notes:

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

**No recycling sorting occurred at the Green Springs Garden, Gum Springs Community Center, South Lakes High School, and the County and FCPS Springfield Central Warehouse.

It appears Fairfax County is doing a great job at recycling cardboard properly. Non-recyclables constituted a weighted average of approximately 16 percent (by volume). The main non-recyclables found in the recycling streams were plastic film, low-grade paper, single-use plastic cutlery, food waste, Styrofoam, and shredded paper. Only some glass was found in the recycling stream which could imply the separate purple bin glass collection is working. More education and proper signage are likely the solutions to improving the recycling stream.

1.1.1 County Facility Recycling Audit Results

Recycling audits were conducted at 12 County facilities (three facilities were not included due to either restricted access to the dumpsters or no sample being present). The results (by volume) of the visual recycling audits of these County facilities are summarized in Table 19. The overall averages were weighted based on number of locations sorted for each County facility type.

Table 19. Weighted Average Recycling Audit Results for County Facility Locations (% by volume)

	Admin/ Office	Public Safety	Park Authority*	Public Places	Social Services	Operations/ Maintenance	Total
No. of Locations Sorted (out of 15)	2	3	3	2	1	1	12
Material Type	Averages (%)						Weighted AVG (%)
Cardboard	34%	57%	47%	32%	95%	95%	53%
Other Recyclable Paper	6%	15%	8%	44%	0%	0%	14%
Recyclable Plastic Containers	31%	7%	8%	0%	3%	0%	9%
Other Recyclable Containers	3%	7%	3%	0%	2%	0%	3%
Other Potential Recyclables	0%	0%	0%	0%	0%	0%	0%
Non-Recyclables	26%	14%	33%	24%	0%	5%	21%
Total	100%	100%	100%	100%	100%	100%	100%

Notes:

*Columns may not appear to calculate correctly due to rounding. Percentages are by volume.

**No recycling sorting occurred at the Green Springs Garden, Gum Springs Community Center, and the County and FCPS Springfield Central Warehouse.

The majority (by volume) of County facility recycling was made up of cardboard, followed by non-recyclables and then other recyclable paper. Some of the main non-recyclables found in the recycling stream were plastic film, Styrofoam, low-grade paper, some C&D, shredded paper, food waste containers and single-use plastic service ware.

A photo log of the audits taking place at different locations can be found in Appendix C-1.

Appendix C-1

Admin/Office Location: Fairfax County Government Center Building

Waste

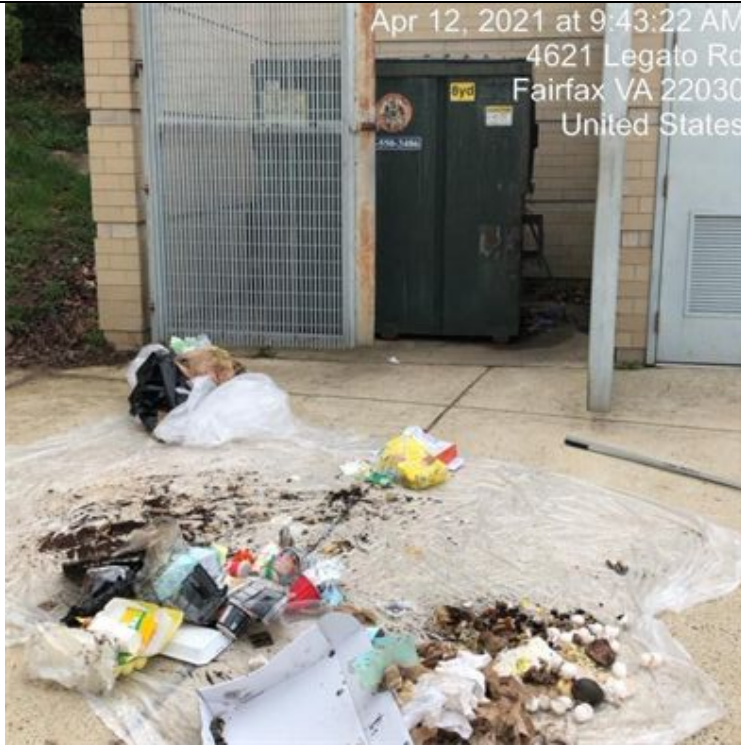


Recycling



Public Safety Location: Fairfax Center Fire Station 40

Waste



Recycling

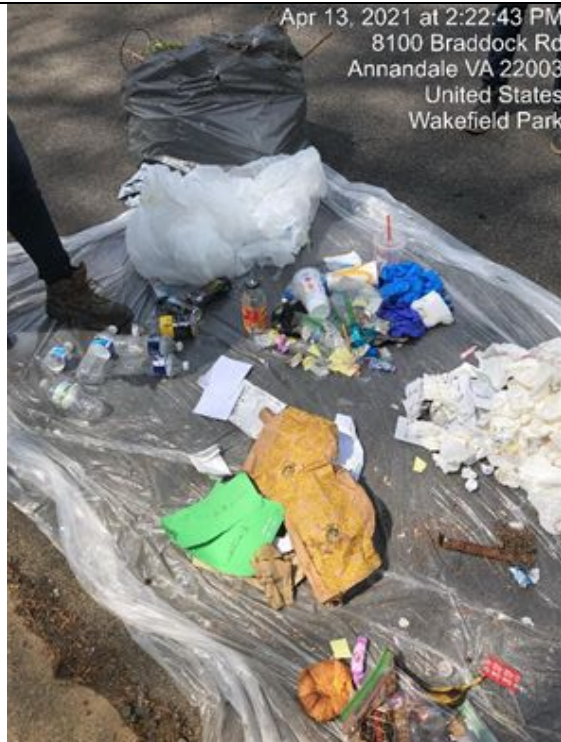


Park Authority: Audrey Moore RECenter

Waste



Recycling



Public Place Location: Fairfax County Circuit Court	
Waste	Cafeteria Waste
 <p>Apr 12, 2021 at 1:38:02 Fairfax VA 22 United Sta Fairfax County General District Co</p>	 <p>Apr 12, 2021 at 1:32:09 F Fairfax VA 220 United Stat Fairfax County General District Co</p>
Recycling	 <p>Apr 12, 2021 at 1:26:48 PM Courthouse Dr Fairfax VA 22031 United States Fairfax County General District Court</p>

Public Place Location: Reston Regional Library

Compost Pilot Program (Organics Collection)

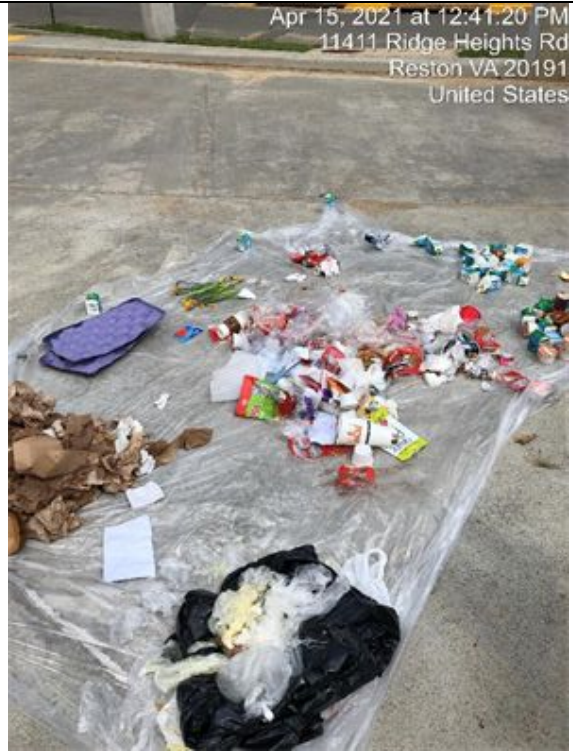


Compost Pilot Program (Organics Collection)



Schools: Terraset Elementary School

Waste



Recycling



Social Services: Fairfax-Falls Church Community Services Board (Merrifield Center)

Waste



Recycling



Operations/Maintenance Location: Department of Vehicle Services – Alban Maintenance Facility

Waste



Recycling





Appendix D Fairfax County Zero Waste Employee Survey

Fairfax County Solid Waste Management Program

Fairfax County, Virginia

September 14, 2021





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1 Introduction 2

2 Organization and Role 2

3 Attitudes Toward Waste Reduction 3

4 Opportunities to Reduce Waste 4

5 Facility Accommodations 6

6 Communication Sources 7

7 Additional Input 7

1 Introduction

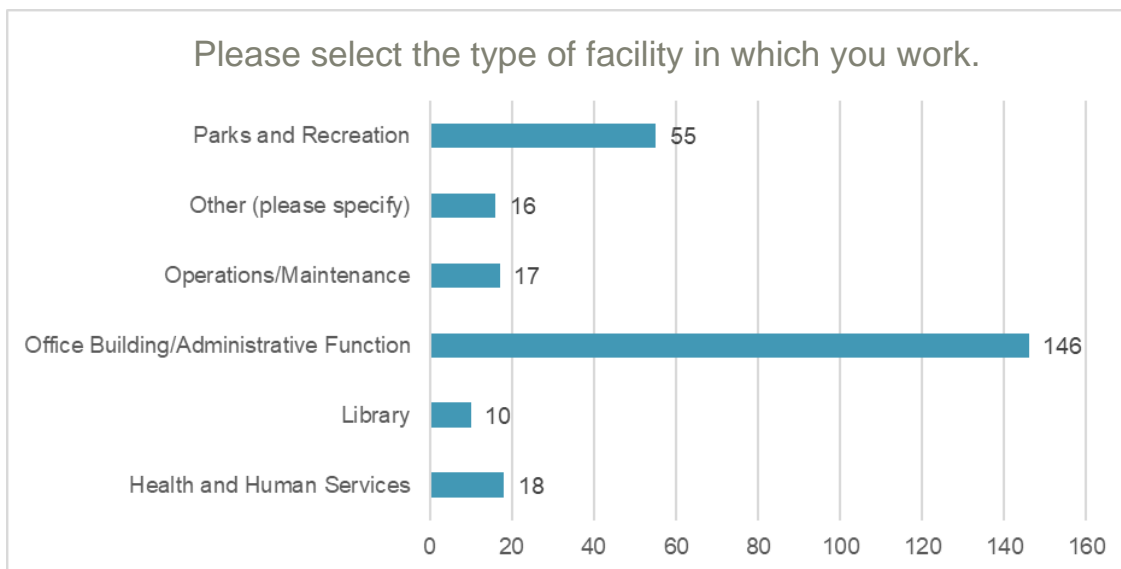
As part of its plan to achieve Zero Waste throughout all Fairfax County municipal buildings and schools, the Fairfax County Solid Waste Management Program surveyed employees of the County, the school system, the Park Authority and other municipal facilities to gain input on current conditions (prior to COVID-19 restrictions) and viable solutions. The Fairfax County Solid Waste Management Program team will evaluate the information as it develops strategies to increase waste reduction, reuse of materials, and recycling in Fairfax County municipal buildings.

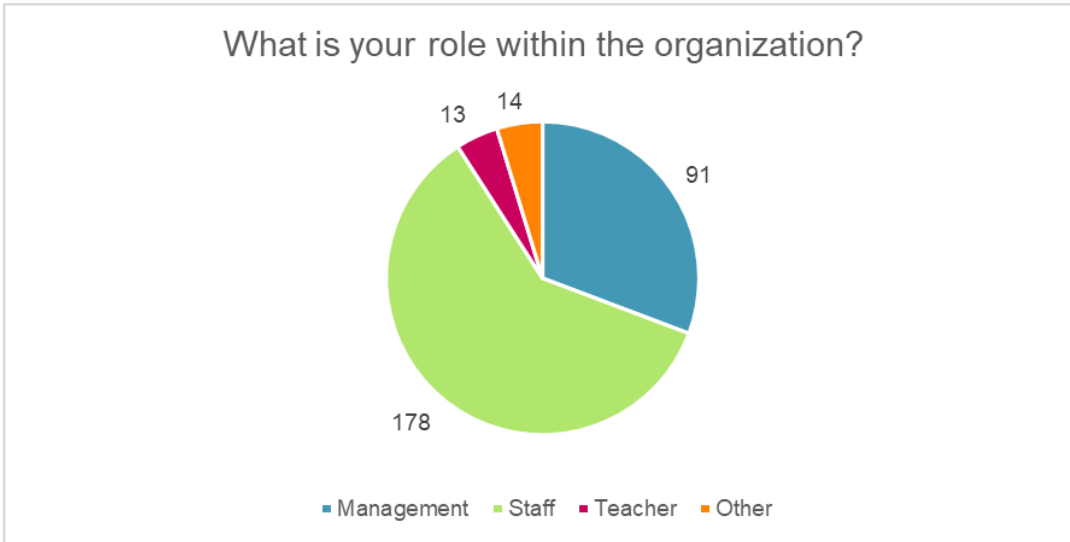
The survey was launched on May 17, 2021 and received nearly 300 responses. Below is a summary of the survey results, which suggest employees would welcome and commit to the County's Zero Waste effort. Increased education about Zero Waste, coupled with expanded accommodations for waste reduction and recycling, would facilitate employee actions to meet the Zero Waste goal.

The list of all survey questions and responses is in Appendix A.

2 Organization and Role

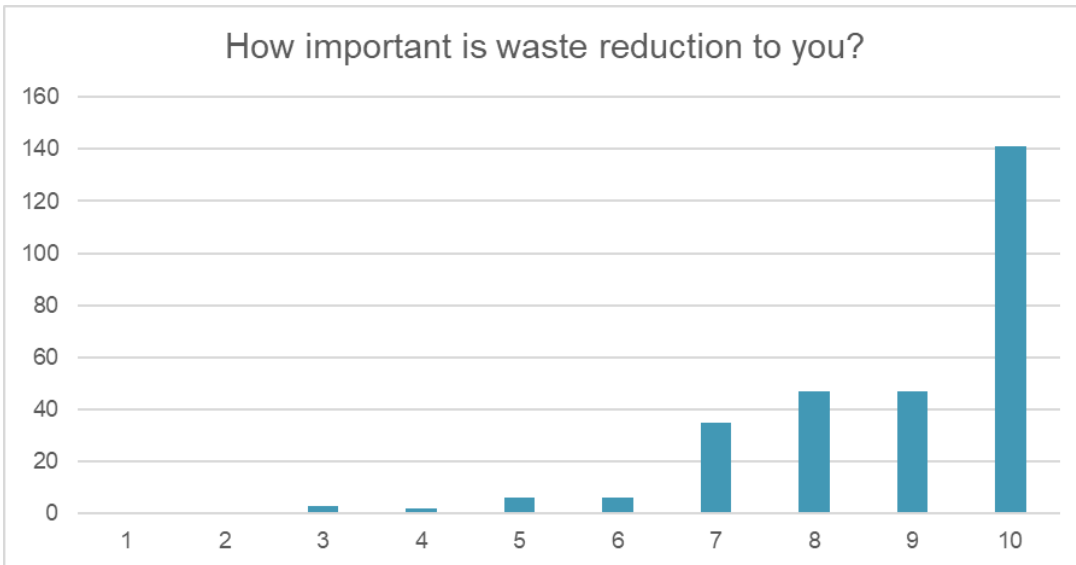
Below is a summary of the facility location of the survey respondents. The large majority of employees who responded work in an office or administrative building. Other work locations included the wastewater treatment plant, the Fairfax County Courthouse, construction sites, and food service sites. The majority of respondents are in a staff position within their organization. Other employee roles included custodian, administrative assistant, operator, and ecologist.

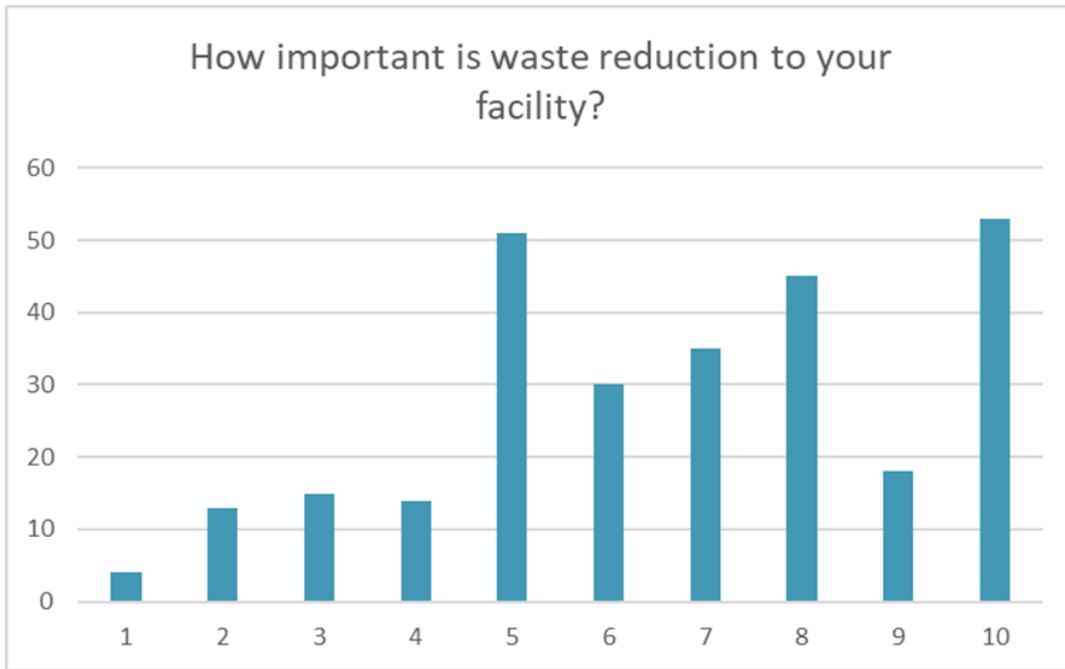




3 Attitudes Toward Waste Reduction

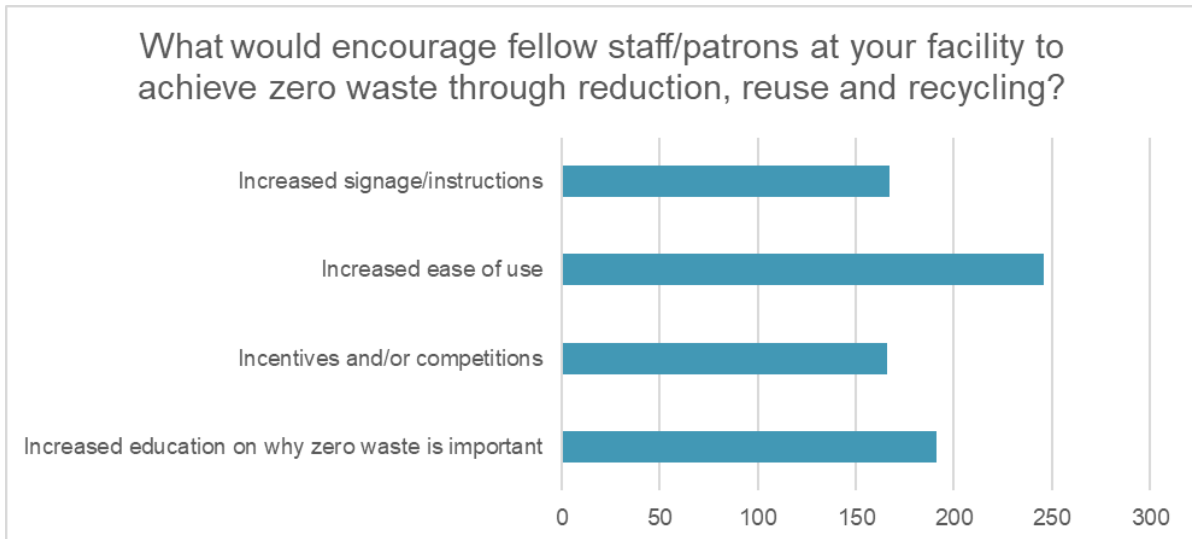
Though most employees described waste reduction as “very important” personally, their responses suggested their work locations may place varying levels of importance on waste reduction.





4 Opportunities to Reduce Waste

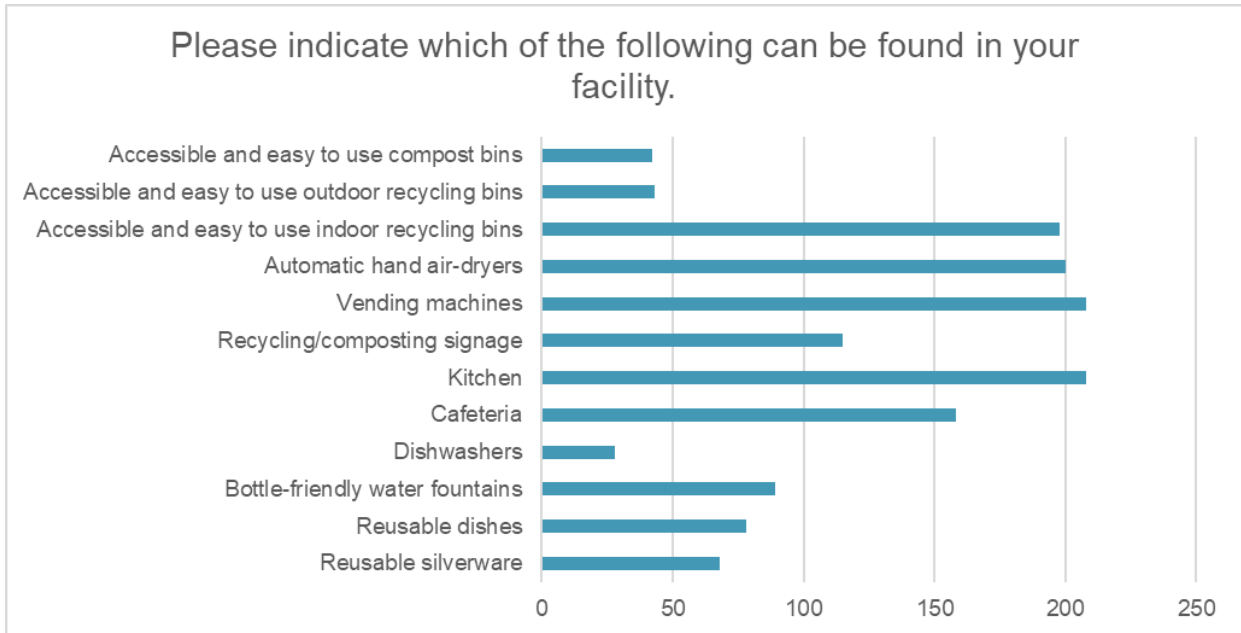
Employees identified the top drivers to achieve Zero Waste as an increased ease of use and further education. Present conditions, such as a lack of compost bins and a lack of training on disposal methods hinder waste reduction and/or recycling and reuse. Employees also noted that Zero Waste initiatives must have budgetary/financial support to be successful.





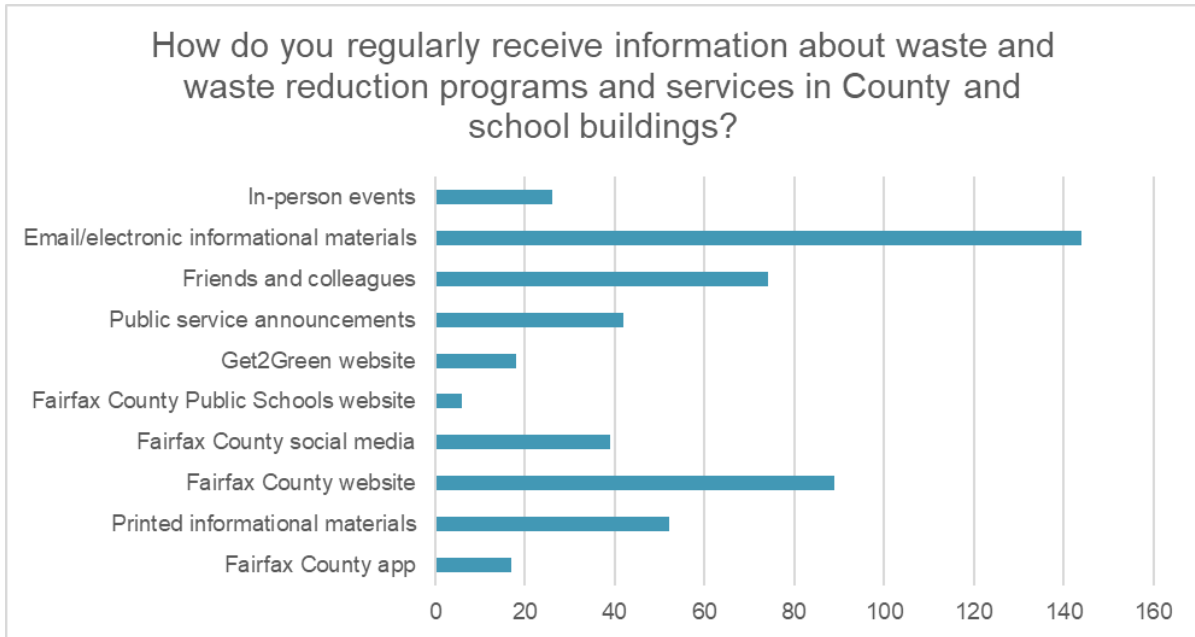
5 Facility Accommodations

Most employees reported accessible, easy-to-use recycling bins at their facilities, and noted better recycling signage and guidance would help individual facilities achieve Zero Waste. Some employees suggested implementing a more frequent pickup schedule and installing dishwashers and automatic hand dryers as ways to reduce waste.



6 Communication Sources

The survey results show that employees overwhelmingly receive information through email and/or the Fairfax County website. Employees also listed friends, colleagues, and affinity groups as information sources.



7 Additional Input

Employees provided additional suggestions for achieving Zero Waste, which included mandatory recycling and Zero Waste training, banning single-use items, and implementing electronic receipts. Employees noted that teleworking significantly reduced office waste, and that the shift to Zero Waste must be a cultural change and not just a matter of policy.

The survey results strongly suggest Fairfax County's Zero Waste effort aligns with employees' interests and motivations. Employee responses show a desire to learn and willingness to participate in activities that would help achieve the County's Zero Waste goal. By emphasizing employee education and engagement, the Fairfax County Solid Waste Management Program is well-positioned to implement its plan.

Appendix A: Survey Questions

Fairfax County Zero Waste Plan

Facility Survey

Fairfax County is currently developing a plan to achieve Zero Waste throughout all municipal buildings, parks, and schools. Zero Waste is a “philosophy, commitment, and design principle seeking to minimize waste to close to nothing”. Your input and ideas will be valuable as we assess how to reduce waste, reuse materials, and increase recycling.

Please select answers that apply to your pre-COVID work site.

1. Please select the type of facility in which you work.

- | | |
|--|--|
| <input type="checkbox"/> Office Building/Administrative Function | <input type="checkbox"/> Health and Human Services |
| <input type="checkbox"/> Public Safety | <input type="checkbox"/> Operations/Maintenance |
| <input type="checkbox"/> Parks and Recreation | <input type="checkbox"/> Elementary School |
| <input type="checkbox"/> Library | <input type="checkbox"/> Middle School |
| <input type="checkbox"/> Community Center | <input type="checkbox"/> High School |
| <input type="checkbox"/> Transit Center | <input type="checkbox"/> School Center |
| | <input type="checkbox"/> Other |

2. Please select your role within your organization:

- Management
- Staff
- Teacher
- Other (please specify) _____

3. How important is waste reduction to your facility? Please rank on a scale of 1-10 (1-not important whatsoever, 10-very important)

4. How important is waste reduction to you? Please rank on a scale of 1-10 (1- not important whatsoever, 10-very important)



5. What would encourage fellow staff/patrons at your facility to achieve Zero Waste through reduction, reuse, and recycling? Please select all that apply.

- Increased education on why Zero Waste is important
- Incentives and/or competitions
- Increased ease of use
- Increased signage/instructions
- Other (please specify) _____

6. What are some things that prevent you/your facility from reducing waste or reusing/recycling items? Please select all that apply.

- It takes too much effort or time
- Options to reduce waste are inconvenient or unknown/non-existent
- Reuse options are inconvenient or unknown/non-existent
- There is confusion about what is recyclable/acceptable in each bin
- There are no recycling bins
- There is not enough access to bins/bins are inconveniently located
- There is inconsistent collection within the building
- It is not clear that reducing waste is important
- Other (please specify)

7. Please indicate which of the following can be found in your facility. Select all that apply.

- Reusable silverware
- Reusable dishes
- Bottle-friendly water fountains
- Dishwashers
- Cafeteria
- Kitchen
- Recycling/composting signage
- Vending machines
- Automatic hand air-dryers
- Accessible and easy to use indoor recycling bins
- Accessible and easy to use outdoor recycling bins
- Accessible and easy to use compost bins
- Other waste-generating or waste-reducing amenities

8. What would help your facility achieve Zero Waste? Please select all that apply.

- Requirements for printing/paper use
- Better signage or guidance for acceptable materials/recyclables
- Increased education on recycling/diversion
- More and easier to use bins for recycling
- More and easier to use bins for composting
- More information on ways to reduce materials/waste or reuse materials
- Procurement of reusable goods
- Installation of bottle-friendly water fountains
- Installation of automatic hand-dryers
- Other (please specify) _____

9. How do you regularly receive information about waste and waste reduction programs and services in County and school buildings? Please select all that apply.

- Fairfax County app
- Printed informational materials
- Fairfax County website
- Fairfax County social media
- Fairfax County Public Schools website
- Get2Green website
- Public service announcements
- Friends and colleagues
- Email/electronic informational materials
- In-person events
- Other (please specify) _____

10. Please provide any other suggestions you may have for achieving Zero Waste. If there are any beneficial Zero Waste measures that have been instituted in light of COVID, please share them here:

11. Thanks for the feedback! If you are interested in helping advance Zero Waste at your facility – or would like to be entered in a Zero Waste prize giveaway, please provide your contact information below (optional).

Name:

Email:

Please provide your department and facility name (optional).

For more information, please email recycling@fairfaxcounty.gov.



Appendix E

Literature Search

Zero Waste Plan Development

Fairfax, VA
September 14, 2021

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ACRONYMS AND ABBREVIATIONS

BPI	Biodegradable Products Institute
C&D	Construction and Demolition
DPMM	Department of Purchasing and Materials Management
EPR	Extended Producer Responsibility
EPS	Expanded Polystyrene
FCPA	Fairfax County Park Authority
FCPS	Fairfax County Public Schools
FMD	Facilities Management Department
HERC	Hennepin Energy Recovery Center
FSC	Forest Stewardship Council
JET	Joint Environmental Task Force
MPRB	Minneapolis Parks and Recreation Board
MSW	Municipal Solid Waste
NPCA	National Parks Conservation Association
NYC	New York City, New York
STREAM	Science, Technology, Recycling, Engineering, Arts, Math
Subaru	Subaru of America
SW&R	Solid Waste and Recycling (Minneapolis, MN)
SWMP	Fairfax County Solid Waste Management Program

1 Introduction

In late 2018, the Fairfax County Board of Supervisors instructed County staff to identify potential environmental collaboration areas with Fairfax County Public Schools (FCPS). As a result of that effort, the County established the Joint Environmental Task Force (JET), comprised of County and School staff and community partners to proactively and equitably address climate change and environmental sustainability. In 2019, the JET worked to establish its mission and develop focus areas for further development by subcommittees for energy, transportation, waste management, recycling, and workforce development.

HDR has been retained by the Fairfax County Solid Waste Management Program (SWMP) to assist in providing technical support to its staff and others from the Department of Purchasing and Materials Management (DPMM), FCPS, Fairfax County Park Authority (FCPA), and the Facilities Management Department (FMD) for the development of a Zero Waste Plan.

The Literature Search is the first in a series of Interim Task reports developed in support of the project. The purpose of this report is to compare waste management programs and services in Fairfax County to those in five similar communities located in the United States and Canada. In particular, the effort focused on waste management programs in schools, government-owned buildings, and parks.

2 Selection of Communities/Parks and Metrics

There are many jurisdictions in North America that have innovative features as part of their waste management programs and services, and how these are delivered. The intent of this benchmarking exercise was to select five communities that have some similarities to Fairfax County and that have implemented some best practices that may be of interest to the County.

Five jurisdictions/communities were selected with input from Fairfax County to support this project. The communities selected include Montgomery, Maryland (MD), Vancouver, British Columbia (BC), Canada (CA), Minneapolis, Minnesota (MN), Philadelphia, Pennsylvania (PA), Nashville, Tennessee (TN) and specifically the public school system in New York City, New York (NY).

While there are many aspects of programs that could be assessed, the following metrics were chosen in consultation with the County for benchmarking.

- Population and demographic information
- Waste reduction and diversion goals
- Definition of Zero Waste
- County/City government staff size and waste generation
- Schools' population and waste generation

- Recycling, diversion and generation rates
- Waste Composition
- Legislation and/or regulatory Requirements

The aforementioned communities, with the exception of Minneapolis, MN, do not focus on waste diversion efforts in public parks. In Section 11, five different case study examples of Zero Waste initiatives and/or waste diversion programs for different jurisdictional parks across the country were analyzed.

3 Zero Waste Goals

The term “Zero Waste”, has been adopted by many communities to improve their solid waste management programs. Fairfax County has defined Zero Waste as “philosophy, commitment, and design principle seeking to minimize waste to close to nothing.” Each of the of the communities in this report have formally stated their perspective of what Zero Waste means to them.

- Montgomery, MD: Montgomery County’s “Aiming for Zero Waste” report characterizes Zero Waste as a comprehensive strategy to increase and improve diversion and recycling¹. The County had a 70% recycling rate goal by 2020 which was not met.
- Vancouver, BC, CA: Vancouver’s “Zero Waste 2040” plan is a strategic plan focused on achieving Zero Waste by 2040. The City characterizes Zero Waste as no longer relying on landfill or incineration for disposal.
- Minneapolis, MN: Minneapolis’s “Zero Waste Plan²” sets waste reduction and diversion goals. The City characterizes Zero Waste as achieving a 0% growth rate in the total waste stream compared to 2010 levels. To achieve this, in June 2015, the City established a Zero Waste goal to recycle and compost 50 percent of its overall waste stream by 2020 and 80 percent by 2030.
- Philadelphia, PA: Philadelphia’s “Zero Waste & Litter Cabinet Action Plan³” is geared towards eliminating the use of landfills and conventional incinerators by 2035. The City characterizes Zero Waste as increasing waste diversion by 90% and utilizing the remaining 10% as waste to energy.
- Nashville, TN: Nashville’s “Solid Waste Master Plan: Achieving Zero Waste⁴” characterizes Zero Waste as moving from disposing of waste to managing waste as a resource. The City’s plan is aimed at achieving Zero Waste over the next 30

¹ <https://www.montgomerycountymd.gov/SWS/Resources/Files/master-plan/baseline-review-current-state-assessment-executive-summary.pdf>

² <https://www.minneapolismn.gov/media/-www-content-assets/documents/SWR---Mpls-Zero-Waste-Plan.pdf>

³ https://cleanphl.org/wp-content/uploads/2017/07/Zero_Waste_and_Litter_Action_Plan.pdf

⁴ “Solid Waste Master Plan: Achieving Zero Waste”. Nashville, TN

years (by approximately 2050). Zero Waste is defined as 90% diversion from landfill disposal.

- New York, NY: New York City's "One New York: The Plan for a Strong and Just City⁵" strategic plan addresses the City's aim to make New York City healthier, happier and more sustainable by 2050, including a Zero Waste goal of sending no waste to landfills by 2030. One of the City's initiatives for Zero Waste focuses on schools (Pre-K to 12th grade).

4 Population and Demographics

The following sections provide an overview of the population and demographics of each community according to the US Census and Statistics Canada. The population of schools and government employees is also provided based on the focused subject of Fairfax's Zero Waste Plan.

4.1 Montgomery, MD

Montgomery, MD is ranked as the most populous county in Maryland, as well as one of the wealthiest in the United States. According to the U.S. Census, in 2020 there were about 1.05 million people, and it experienced an 8.5% growth since 2010. The County spans about 507 square miles, resulting in a population density of 1,978.2 persons per square mile.

4.2 Vancouver, BC, CA

Vancouver is a coastal city on the mainland of British Columbia, Canada with a population of approximately 675,000 (2017). It is the third largest city in Canada. Geographically, the City spans about 44 square miles. Since 2010, the City has had a 12.5% growth rate, consistently increasing 1% each year since 2016. The City has a population density of approximately 5,4000 persons per square kilometer (or 2,120 persons per square mile).

4.3 Minneapolis, MN

Minneapolis is the largest city in Minnesota, located in Hennepin County. It is the 46th largest city in the United States. Geographically, the City spans 58 square miles. The City's population is about 425,395 as of 2020 with a population density of 7,821 persons per square mile. The County's population grew by about 10% from 2000-2017.

4.4 Philadelphia, PA

Philadelphia is located in Southern Pennsylvania spanning approximately 141.7 square miles. It is the largest city in Pennsylvania and 6th largest city in the United States. The City's population from the 2020 Census was 1.58 million, with a growth rate of approximately 0.38% per year since 2010. The population density of the City is close to

⁵ <http://www.nyc.gov/html/onenyc/downloads/pdf/publications/OneNYC.pdf>

11,380 persons per square mile. In addition, Philadelphia has the 20th largest public-school system in the U.S.

4.5 Nashville, TN

Being the capital of Tennessee, Nashville is the second largest city in the state. Smaller than the other compared counties, currently Nashville has a population just over 678,000 in the 475.5 square miles of land. Rising in popularity, the population has grown 12.8% since 2010. The City's population density is approximately 1,300 persons per square mile.⁶

4.6 New York, NY

New York City located in New York State is made up of five boroughs and is the most densely populated city in the United States. New York City has a current population of approximately 8.4 million people and sits on 302.6 square miles of land. The population density is about 27,000 people per square mile and the population growth is 0.67% since 2010.⁷ New York City has a population of about 1.2 million students, teachers, and school staff.

4.7 Comparison of Population and Demographics

Table 4-1 provides a summary of the researched municipalities in relation to Fairfax County. Compared to other communities, Fairfax County has the second highest population, third highest geographic area, third highest population density, and highest median income. Demographic data is not fully reported in Table 4-1 to show an equivalent assessment across the six municipalities. In addition, Table 4-1 provides a comparison of government employees and school populations.

⁶ [Nashville, Tennessee Population 2021 \(Demographics, Maps, Graphs\) \(worldpopulationreview.com\)](https://worldpopulationreview.com/country-rankings/nashville-tennessee-population-2021)

⁷ [New York City, New York Population 2021 \(Demographics, Maps, Graphs\) \(worldpopulationreview.com\)](https://worldpopulationreview.com/country-rankings/new-york-city-new-york-population-2021)

Table 4-1 Comparison of Population and Demographics

	Fairfax, VA	Montgomery, MD	Vancouver, BC ⁸	Minneapolis, MN	Philadelphia, PA	Nashville, TN
Population	1,147,532	1,050,688	631,486	429,606	1,584,064	670,820
White (%)	64.7%	60.0%	46.2%	63.6%	40.7%	65.5%
Black/African American (%)	10.6%	20.1%	1%	19.2%	42.1%	27.4%
American Indian	0.5%	0.7%	2%	1.4%	0.4%	0.5
Asian (%)	20.1%	15.6%	47.1%	5.9%	7.2%	4.0%
Other (%)	4.0%	3.6%	3.7%	9.9%	9.6%	2.6%
Geographic Area (square miles)	390.97	491.25	44.4 114.97 (square km)	53.97	134.10	475.5
Population Density (people per square mile)	2,766.8	1,978.2	2,120 5,492 (people per square km)	7,088.3	11,379.5	1,265.4
Median Household Income (2019 dollars)	\$124,831	\$108,820	\$65,327 (CAD)	\$62,583	\$45,927	\$59,828

⁸ <https://worldpopulationreview.com/canadian-cities/vancouver-population>

Table 4-2: Comparison of Population (Government and Schools)

	Government Employees	Schools (Students and Staff)	Total
Fairfax, VA ⁹	12,000 ¹⁰	220,000	232,000
Montgomery, MD	10,000 ¹¹	184,810 ¹²	194,810
Vancouver, BC, CA	7,000 ¹³	59,000 ¹⁴	66,000
Minneapolis, MN	34,000 ¹⁵	39,300 ¹⁶	73,300
Philadelphia, PA	33,000 ¹⁷	221,300 ¹⁸	254,300
Nashville, TN	9,300 ¹⁹	95,000 ²⁰	104,300
New York, NY	-	1,115,000	1,115,000

5 Waste Generation

Fairfax County’s Zero Waste Plan is focused on reducing waste in government buildings, schools, and parks. Understanding the amount of waste generated in each community within schools and government buildings is necessary; however, tonnage for these sectors were not available. To accurately compare the waste generated in government buildings and schools for the purpose of this report, HDR assumed a government waste generation rate based on Montgomery County, Maryland’s Aiming for Zero Waste, Technical Memorandum #1 non-residential waste generation rate in 2017 (5.94 pounds/person/day). In addition, HDR assumed waste generation rates for schools using New York City’s Guide to Zero Waste from 2018 (0.4 pounds/person/day).

Table 5-1 presents the tons of waste generated by government employees, students, and education staff for each community on an annual basis.

⁹ Fairfax- Zero Waste Plan Request For Information Fairfax County Park Authority (excel)

¹⁰ <https://www.fairfaxcounty.gov/hr/about-us#:~:text=When%20you%20come%20to%20Fairfax,of%20the%20people%20we%20serve>

¹¹ [Montgomery County, MD Government \(MCG\) Careers. Accessed May 2021](#)

¹² <https://www.montgomeryschoolsmd.org/about/>

¹³ <https://dailyhive.com/vancouver/city-of-vancouver-layoffs-coronavirus-april-2020>

¹⁴ [Vancouver School Board. Accessed May 2021](#)

¹⁵ https://mn.gov/mmb/assets/mn-state-workforce-report-2015_tcm1059-154960.pdf

¹⁶ https://mpls.k12.mn.us/uploads/mps_budget_-_at_a_glance.pdf

¹⁷ <https://fred.stlouisfed.org/series/SMU42379649091000001SA>

¹⁸ <https://www.philasd.org/fast-facts/>

¹⁹ [Metro Nashville Human Resources Gender Breakdown by Department. Accessed May 2021](#)

²⁰ <https://www.niche.com/k12/d/metro-nashville-public-schools-tn/students/>

Table 5-1 Comparison of Generated Waste

County	Government (Tons/Year) 261 Working Days	Schools (Students and Staff) (Tons/Year) 180 School Days	Total (Tons/YEAR)
Fairfax County, VA	9,300	7,900	17,200
Montgomery, MD	7,750	6,630	14,380
Vancouver, BC, CA	5,500	2,100	7,600
Minneapolis, MN	26,400	1,400	27,800
Philadelphia, PA	25,600	8,000	33,600
Nashville, TN	7,200	3,400	10,400
New York, NY	-	40,000 ²¹	40,000

6 Waste Reduction and Diversion Goals

The waste reduction and diversion goals of the five jurisdictions are discussed in Table 6-1 which shows a timeline for each jurisdiction’s goals.

6.1 Montgomery, MD

Montgomery County recently developed their “Aiming for Zero Waste: A Vision for Sustainable Materials Management in Montgomery County” Plan. The County had a 70% recycling rate goal by 2020 which was not met. A new recycling and diversion goal was not identified; however, an aspirational goal to rank the highest in North American programs includes a 60% recovery rate for recycling and organics. The County’s plan states that success depends on awareness and education and changes in their processing capabilities which requires equipment and facility improvements.

6.2 Vancouver, BC, CA

The City of Vancouver aims to eliminate the disposal of solid waste to landfills and incinerators by 2040 to avoid the increasing strain on the waste system. The City estimates that the Vancouver Landfill may reach capacity in 2028²². Four major focus areas, based on material disposed, have been identified by the City to define further action plans. These include built environment (Construction & Demolition (C&D) materials), food and packaging, products and packaging, and residuals. The City believes a Zero Waste goal cannot be achieved alone, that active participation from other organizations, businesses, both within and beyond the borders, is necessary. The City is determined to have system-wide changes by acknowledging the benefits that come with waste reduction, economical, and environmental impacts.

²¹ <http://dsny.cityofnewyork.us/wp-content/uploads/2018/11/zero-waste-schools-guide-ZWSG.pdf>

²² [Vancouver Zero Waste Plan 2040](#)

6.3 Minneapolis, MN

Minneapolis has published a goal²³ to recycle and compost 50% of its city-wide waste by 2020 and 80% by 2030. The resolution also called to achieve zero-percent growth in the City's total waste stream from levels set in 2010. Specific strategies for commercial and institutional sectors are identified; however, specific goals for these sectors are not.

6.4 Philadelphia, PA

The Zero Waste Council is determined to fully eliminate the use of landfills and conventional incinerators by 2035 by reducing waste generation, increasing waste diversion by 90%, and utilizing the remaining 10% as waste-to-energy. Philadelphia is determined to be "Home of the Zero Waste Events" as Philadelphia is a popular city for marathons, concerts, etc.

The City does not have any specific goals for schools or businesses; however, the City's Zero Waste Partnership Program allows the City to collaborate with local businesses and organizations to achieve Zero Waste. The Zero Waste Partnership Program includes annual municipal waste audits that are optional for businesses to complete. In addition, the reporting of monthly diversion rates recognizes businesses as Zero Waste Partners. Feedback from businesses on recycling and waste diversion is encouraged in the program and recommendations have been provided by the City. The Council aims to grow the Zero Waste Partnership with many diverse organizations and businesses to become self-promoting as a prominent local certification.

6.5 Nashville, TN

The primary objective of Zero Waste is to minimize waste generation and maximize the diversion of materials from landfills by implementing sustainable solid waste management practices. Nashville's Zero Waste goal is defined as achieving a 90% diversion from landfills. Some of Nashville's focus areas include: increasing recycling, food waste reduction and recovery, and composting programs throughout Davidson County, adopting recycling and recovery programs targeted toward Nashville's growing C&D waste stream, and strengthening public education and outreach programs.

6.6 New York, NY

As a part of New York City's "One New York: The Plan for a Strong and Just City", New York City implemented a goal of Zero Waste in landfills by 2030²⁴. One initiative of the Zero Waste goal is to make all schools (K- Grade 12) Zero Waste. GrowNYC's Zero Waste Schools Program has worked with over 500 schools in creating effective recycling programs.

²³ (McDonnell, 2017)

²⁴ [One NYC](#)

Table 6-1: Waste Reduction and Diversion Goals

	2020	2030	2035	2040	2050
Fairfax County	-	JET: Zero Waste in Schools	-	-	-
Montgomery County	Recycle 70%	-	-	-	-
Vancouver	-	-	-	Zero Waste	-
Minneapolis	Recycle and Compost 5%	Recycle and Compost 80%	-	-	-
Philadelphia	-	-	90% Waste Diversion 10% Waste to Energy	-	-
Nashville	-	-	-	-	Zero Waste (Plan does not set hard date)
NYC Schools	-	-	-	-	Zero Waste in Schools

7 Waste Reduction and Diversion Programs

Waste reduction and diversion programs are important steps in the road to Zero Waste. The selected communities documented in this report have included programs in their Zero Waste plans to be considered and implemented. Table 7-1 identifies the programs implemented and/or discussed in each respective Zero Waste plan. Most of the community plans did not differentiate between residential programs and governmental or park programs. For the purpose of this report, HDR identified the programs that were applicable for implementation in schools, public places, and government offices. In addition, accountability and evaluation programs were also identified as they ensure programs are being used to stay on the road to Zero Waste. Programs from the chosen Zero Waste plans were omitted from being included in the table if they did not relate to Fairfax County’s Zero Waste goals.

Table 7-1 Waste Reduction and Diversion Programs

County	Schools	Public Places	Government Offices	Accountability/Annual Evaluations
Montgomery, MD	<ul style="list-style-type: none"> • Education/Outreach • Composting • Recycling/Composting Events • Bottle Refill Stations • Reusable Food Serviceware • Grants • Green Procurement 	<ul style="list-style-type: none"> • Fix-It/Repair Clinics • Sharing Libraries • Bottle Refill Stations • Reusable Food Serviceware • Anti-Litter • Grants • Green Procurement 	<ul style="list-style-type: none"> • Mandatory Organics Collection Program • Bottle Refill Stations • Reusable Food Serviceware • Grants • Community Engagement • SORRT (Smart Organizations Reduce and Recycle Tons) Program • Partners-in-Recycling Program • Green Procurement 	<ul style="list-style-type: none"> • Businesses are required to submit an Annual Recycling Reports every year²⁵.

²⁵ <https://www.montgomerycountymd.gov/SWS/sorrt/annual-recycling-report.html>



County	Schools	Public Places	Government Offices	Accountability/Annual Evaluations
Vancouver, BC, CA	<ul style="list-style-type: none"> • System to rescue and redistribute wasted edible food. • Reduction and diversion of single-use packaging. • Zero Waste Place Workshops²⁶ • Zero Hero's and Clean Up Your Act • Worm Composting Workshops • Support public education strategies such as pilot programs, school competitions, landfill visits.) 	<ul style="list-style-type: none"> • Reduction and diversion of single-use packaging. • Ban on disposal of compostable organics as garbage. • Green Bin Program 	<ul style="list-style-type: none"> • System to rescue and redistribute wasted edible food. • Reduction and diversion of single-use packaging. • Ban on disposal of compostable organics as garbage²⁷. • Green Bin Program 	<ul style="list-style-type: none"> • N/A

²⁶ [Metro Vancouver. K-12 Resources, Solid Waste. Accessed May 2021](#)

²⁷ [Metro Vancouver. "About Food Scraps Recycling". Accessed May 2021](#)



County	Schools	Public Places	Government Offices	Accountability/Annual Evaluations
Minneapolis, MN	<ul style="list-style-type: none"> Recycling and organics collection Bin Signage Sale or donation of reusable items Bottle Refill Stations Waste reduction and diversion training for staff. Reusable Food Serviceware 	<ul style="list-style-type: none"> Sale or donation of reusable items Bottle Refill Stations Access to Bins 	<ul style="list-style-type: none"> Recycling and organics collection. Waste Awareness Sale or donation of reusable items Modify city's procurement policy to allow and encourage the purchase of second-hand goods. Bottle Refill Stations 	<ul style="list-style-type: none"> Hire a coordinator to track, monitor, and improve the City's Zero Waste programs. Require annual reporting of solid waste management and waste reduction and diversion methods. Conduct Regular Waste Sorts (~5 years)
Philadelphia, PA	<ul style="list-style-type: none"> Green Futures CleanFutures Program 	<ul style="list-style-type: none"> Waste Watchers 	<ul style="list-style-type: none"> Building Waste Audit Program Recycling Ambassador Program Zero Waste Partnership Program²⁸ 	<ul style="list-style-type: none"> Reporting of "Zero Waste Action Items" and monthly diversion rates.
Nashville, TN	<ul style="list-style-type: none"> Recycling Ordinances. Implement Food Scrap Ban to Landfills 	<ul style="list-style-type: none"> Enhanced Bins Introduction of new materials into recycling stream. 	<ul style="list-style-type: none"> Education Outreach and Partnerships 	<ul style="list-style-type: none"> Tracking System: Tonnage and program data collection system to monitor program performance and progress towards Zero Waste.

²⁸ <https://www.philadelphiastreet.com/recycling/zero-waste-partnership-program>



County	Schools	Public Places	Government Offices	Accountability/Annual Evaluations
New York, NY	<ul style="list-style-type: none"> • GrowNYC's Zero Waste Schools Program • Classroom and Cafeteria Best Practices • Cafeteria Sorting Competition • Educational resources for students and adults • Green Teams • Waste Advocate: Rusty • Waste Deep educational series (middle/high school). • Student and School Recognition Awards 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A

7.1 Montgomery, MD

The Montgomery County “Aiming for Zero Waste” Plan includes many program options and recommendations to reach the County’s goals. As discussed in Table 7-1, many programs have been identified that could be implemented in Fairfax County to achieve Zero Waste in schools, public places, and government offices.

Schools:

- Education and Outreach: Montgomery County has a Waste Reduction and Recycling Education in Public and Private Schools program in place to provide educational outreach to schools upon request. Teachers may also request technical support to develop waste curriculums.
- Composting: Develop and support community-scaled composting projects in schools and throughout the County.
- Installation of bottle refill stations throughout schools to discourage single-use water bottles.
- Ban the use of single-use serviceware (plate, utensils, trays) or provide reusable serviceware for cafeterias and teacher’s lunchrooms.
- Provide grants or other incentives to encourage waste reduction and recycling.
- Green Procurement: The County implemented a “green purchasing” which is the purchase of good to minimize environmental impacts. These include ENERGY STAR® printers and copiers, eco-friendly soap and cleaners, and paper that is 30% or higher post-consumer recycled paper.

Public Places:

- Fix-It/Repair Clinics: Establish or support fix-it/repair clinics with local organizations to reduce waste.
- Sharing Libraries: Support Reuse Events that allow residents to obtain used items in a convenient, structured way.
- Installation of bottle refill stations throughout public places to discourage single-use water bottles.
- Ban the use of single-use serviceware (plate, utensils, trays) or provide reusable serviceware in areas that service food.
- Provide grants or other incentives to encourage waste reduction and recycling.
- Anti-Litter: Encourage more recycling/trash containers in public places to divert more materials.
- Green Procurement.

Government Offices:

- Mandatory residential and commercial organics collection recovery program.
- Installation of bottle refill stations throughout government offices to discourage single-use water bottles.

- Ban the use of single-use serviceware (plate, utensils, trays) or provide reusable serviceware for cafeterias and areas that's serve food.
- Provide grants or other incentives to encourage waste reduction and recycling.
- Community Engagement: Brochures, flyers, fact sheets, and videos are available to provide information on current programs and disposal options.
- The SORRT (Smart Organizations Reduce and Recycle Tons) program promotes and supports business recycling. Technical support and educational materials are available. A Business Recycling Regulation Handbook is also available to provides step-by-step guidance to organizations in starting, maintaining, and expanding recycling and waste reduction efforts
- Green Procurement.
- Partners-in-Recycling Program matches a successful recycling business (also serving as a mentor) with a similar type of business to exchange expertise and provide guidance on setting up and/or improving their recycling programs²⁹.

7.2 Vancouver, BC, CA

Vancouver's "Zero Waste 2040" Strategic Plan addresses ways to improve waste diversion in their four main focus areas: C&D materials, food and packaging, products and packaging, and residuals. Although specific to the four main focus area, several programs mentioned in Vancouver's plan could be implemented in Fairfax County to achieve Zero Waste in schools, public places, and government offices.

Schools:

- Develop a City by-law regulation supporting a system that could rescue and redistribute wasted edible food.
- Develop a City by-law regulation to reduce the amount and divert single-use items used. Consider reusable options.
- Educational Tools
 - Zero Waste Place Workshops: Free program to educate students on Zero Waste goals.
 - Zero Hero's and Clean Up Your Act: Environmentally-themed live shows for students.
 - Worm Composting Workshops: Workshops for students from K- Grade 5 on how to turn food scraps into compost using worms.

Public Places:

- Develop a City by-law regulation to reduce the amount and divert single-use items used. Consider reusable options.
- Ban on disposal of compostable organics as garbage.

²⁹ (Eileen Kao, 2018)

- The Green Bin program was introduced to tackle the organic waste solution by collecting food waste.

Government Offices:

- Develop a City by-law regulation supporting a system that could rescue and redistribute wasted edible food.
- Develop a City by-law regulation to reduce the amount and divert single-use items used. Consider reusable options.
- Ban on disposal of compostable organics as garbage.

7.3 Minneapolis, MN

The City of Minneapolis plans to achieve a zero percent growth rate in their total waste stream as compared to their 2010 waste generation rate. The implementation of specific programs within the institutional sector are challenging for the City based on the lack of authority to regulate solid waste and recycling activities. Nonetheless, the City's Zero Waste Plan includes strategies and programs specific to commercial and institutional waste which Fairfax could implement to reach their Zero Waste goals.

Schools:

- Require the collection of recycling and organics and support organics diversion programs. In addition, place recycling bins in all indoor and outdoor areas.
- Provide consistent signage on all recycling, organics, and waste bins.
- Encourage or require the sale or donation or reusable items before disposal. The City also has internal classified postings for the reuse of items among City departments.
- Installation of bottle refill stations throughout schools to discourage single-use water bottles.
- Encourage schools to develop waste reduction and diversion training for staff.
- Ban the use of single-use serviceware (plate, utensils, trays) or provide reusable serviceware for cafeterias and teacher's lunchrooms.

Public Places:

- Encourage or require the sale or donation or reusable items before disposal. The City also has internal classified postings for the reuse of items among City departments.
- Installation of bottle refill stations throughout public spaces to discourage single-use water bottles.
- Encourage all public spaces to have waste and recycling bins with proper signage.

Government Offices:

- Require the collection of recycling and organics and support organics diversion programs.

- Throughout City facilities, all desk-side garbage containers were removed, and a centralized waste collection system was implemented. Employees were provided with a “mini” waste container and recycling container and were responsible for transporting their waste to the central collection site within the office, making them more aware of their waste
- Encourage or require the sale or donation or reusable items before disposal. The City also has internal classified postings for the reuse of items among City departments.
- Modify the City’s procurement policy to allow and encourage the purchase of secondhand goods.
- Installation of bottle refill stations throughout government offices to discourage single-use water bottles.

7.4 Philadelphia, PA

In Philadelphia, multiple programs have been developed to help promote its Zero Waste goal. Below are some programs that the City has implemented or plans to implement to reach their Zero Waste goals. Philadelphia’s “The Litter Cabinet” has been a large factor in endorsing recycling and educating the community.

Schools:

- Green Futures is the School District of Philadelphia’s Sustainability Plan and it provides a tool kit to include single-stream recycling in schools.
- The CleanFutures Program encourages students to engage in litter reduction. This program is a competition between Philadelphia schools to see who can collect the most litter.

Public Places:

- The Waste Watchers program invites volunteers to help separate trash, recycling, and composting at the Philadelphia Marathon to increase recycling and introduce composting at large events in the City.

Government Offices:

- The Building Waste Audit Program encourages recycling and waste diversion.
- The Recycling Ambassador Program identifies and trains recycling ambassadors to educate building staff members on proper recycling.
- The Zero Waste Partnership Program includes annual municipal waste audits that are optional for businesses to complete. The reporting of monthly diversion rates recognizes businesses as Zero Waste Partners. Feedback from businesses on recycling and waste diversion is encouraged in the program and recommendations have been provided by the City. Partners are also eligible for Philadelphia Sustainable Business Tax Credit.

7.5 Nashville, TN

Nashville's "Solid Waste Master Plan: Achieving Zero Waste" plan includes several programs that could be implemented in Fairfax County to help achieve Zero Waste in schools, public places, and businesses. These include:

- Ordinances that require recycling plan, web information and hotlines, recognition programs, grants for bins, space for recycling bins and other initiatives.
- Implement a ban of food scraps from being included in regular trash.
- Enhanced recycling and trash bins to increase recycling.
- Introduction of new materials into the recycling stream that are currently not accepted at drop off locations. These would not be accepted in regular recycling collection but would be accepted in other locations.
- Education program to inform and encourage increase use of diversion alternatives. Different methods include radio, newspaper, newsletters, web, and social media. Partnerships with schools and businesses is necessary for effective outreach strategies.

7.6 New York, NY

New York City is aiming to reach Zero Waste in schools. GrowNYC's Zero Waste School Program is a program for schools that provides education in different areas about waste reduction depending on the grade. Over 500 schools have implemented GrowNYC to educate children on the importance of striving towards Zero Waste. The program also implements an organics collection at the schools recently to efficiently divert food scraps. Some of the programs being implemented into New York City's Zero Waste Schools plan include:

- Classroom and Cafeteria Best Practices: Library of documents on recycling and organics collection, setup and outreach, different presentations, videos, recycling decals, and more.
- Cafeteria Sorting Competition: Clickers are used to determine how many people in the cafeteria are recycling during a given period and can provide data on which grade had most participants and recycling the most. This can also be used to understand when students are correctly or incorrectly recycling.
- Educational Resources: Resources for both adults and students are available to help deepen ones understanding about recycling and waste reduction.
- Green Teams: Group formations to establish and promote sustainability and recycling efforts in schools.
- Waste Advocate: Rusty is New York City's animated Zero Waste Advocate. Videos with different lessons from Rusty are available for different grades.
- Waste Deep Educational Series: Waste Deep is specifically set up for middle and high school students. It is made up of five lessons to understand the economic, social, and environmental impact of waste in New York City.

- Student and School Recognition Awards: Recognition awards are provided to both schools and individuals to acknowledge programs in sustainability, reuse, gardening, and cleanups³⁰.

8 Recycling and Diversion Rates

The following sections provide an overview of the recycling and diversion rates in each community.

8.1 Montgomery, MD

In 2017, Montgomery County’s overall recycling rate was 56% and the diversion rate was 65%. The recycling rate included more than 150,000 tons of ash, which if omitted reduced the recycling rate to 43%.

8.2 Vancouver, BC, CA

In 2018, it was reported that 2,317,050 total tons were recycled and diverted from disposal and around 88,100 tons of material were reused. Metro Vancouver estimated that the commercial recycling rate was near 46%, or approximately 337,000 tons. The estimated commercial waste was disposed was 397,021 tons.

8.3 Minneapolis, MN

The City’s Division of Solid Waste and Recycling (SW&R) provides solid waste and recycling services to about 290,000 residents (in 106,000 dwelling units), about 200 parks, select City buildings and small commercial businesses with carted service. The City only reported waste diverted from residential services. In 2016, SW&R collected approximately 140,000 tons of material from residential services. The tonnages and percentages of this residential waste (which includes 200 commercial customers) are seen in Table 8-1.

Table 8-1: Minneapolis Waste Overview

Material	Tons	% of Waste
Recyclables	30,425	21.84
Yard Waste	17,630	12.66
Organics	3,385	2.43
C&D (Landfilled)	5,089	3.65
HERC	82,765	59.42

³⁰ <https://www1.nyc.gov/assets/dsny/site/our-work/zero-waste-schools>

The City defines diverted waste as material that is redirected from the waste stream, which includes all recycled and composted materials. In 2016, the City reported a recycling rate of 37%. Approximately 75% of the waste managed at Hennepin Energy Recovery Center (HERC) is generated by Minneapolis and approximately 11,400 tons of scrap metal is recovered (about 3% of waste processed)³¹.

8.4 Philadelphia, PA

The total estimated diversion rate in the City of Philadelphia has grown from 30.8% in 2007 to 41.6% in 2018. The estimated commercial diversion rate in 2018 was around 49.8%. While 804,133 tons of commercial MSW was disposed, 798,075 tons of commercial MSW was recycled. With the implemented waste audit program, the diversion rates of some departments were able to be determined.

Table 8-2 Philadelphia Reported Department Diversion Rates

Department	Average Diversion Rate
Water Department	61.3%
Fire Department	23%
Department of Public Property	20.5%

8.5 Nashville, TN

Out of the 1.2 million tons of waste generated in 2016, only 12% was recycled and only 6% composted. Private waste haulers collect the majority (80%) of the waste throughout the County, and in general do not have robust diversion programs.

8.6 New York, NY

New York City is aiming to send Zero Waste to landfills by 2030. New York City schools generate approximately 400,000 tons of waste a year. As an initiative to reach a city-wide Zero Waste goal, New York City is working to reach Zero Waste in schools K-Grade 12. Specific diversion rates have not been identified.

9 Waste Composition

The following section breaks down the commercial/industrial waste composition found in each community via recent waste characterization studies. Where speciation of materials was completed, the applicable breakdown is provided in Table 9-1.

³¹ <https://www.hennepin.us/your-government/facilities/hennepin-energy-recovery-center>

9.1 Montgomery, MD

Montgomery County conducted a waste composition study in FY 2016-2017. The waste composition study included taking 300 total samples (75 samples from each season). Of those 300 samples, 120 were from commercial waste. The commercial waste breakdown for Montgomery County is provided in Table 9-1.

9.2 Vancouver, BC, CA

The City of Vancouver conducted a waste composition study in 2020. The study was completed at five facilities in the Metro Vancouver Region. Waste was separated into single-family, multifamily, commercial/institutional, and small loads from the residential drop-offs. The waste breakdown provided in Table 9-1 include the commercial and institutional waste.

9.3 Minneapolis, MN

Minneapolis conducted a waste composition study in 2016 which included residential waste and commercial waste from the City's 200 commercial customers. The waste breakdown provided in Table 9-1 includes both residential and commercial waste.

9.4 Philadelphia, PA

In 2019, Philadelphia submitted a Municipal Building Waste Audit Report. Data provided for this report was a result of facility managers submitting an annual "Municipal Building Waste Audit" form for the year of 2018. Facility managers also have an opportunity to submit monthly waste generation totals. Facility managers who report these monthly totals are recognized as Zero Waste Partners in the City's Zero Waste Partnership Program. In 2018, 523 buildings were identified to participate, and 392 buildings submitted an annual waste audit form. Results from the audit is provided in Table 9-1.

The City of Philadelphia also included a questionnaire on the annual Municipal Building Waste Audit form to focus on challenges the City departments face when recycling and to identify materials they would like to divert from the trash. Figure 9-1 and Figure 9-2 provide the results of these two questions.

Figure 9-1: Municipal Buildings Recycling Challenges (Philadelphia)

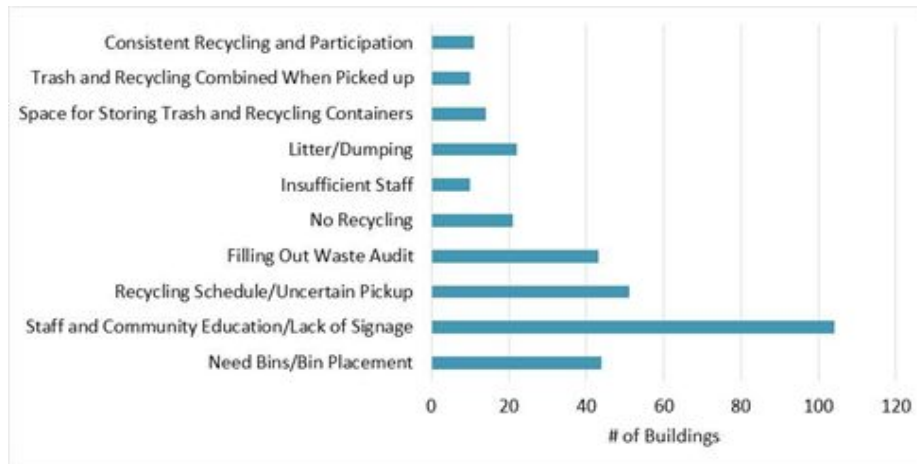
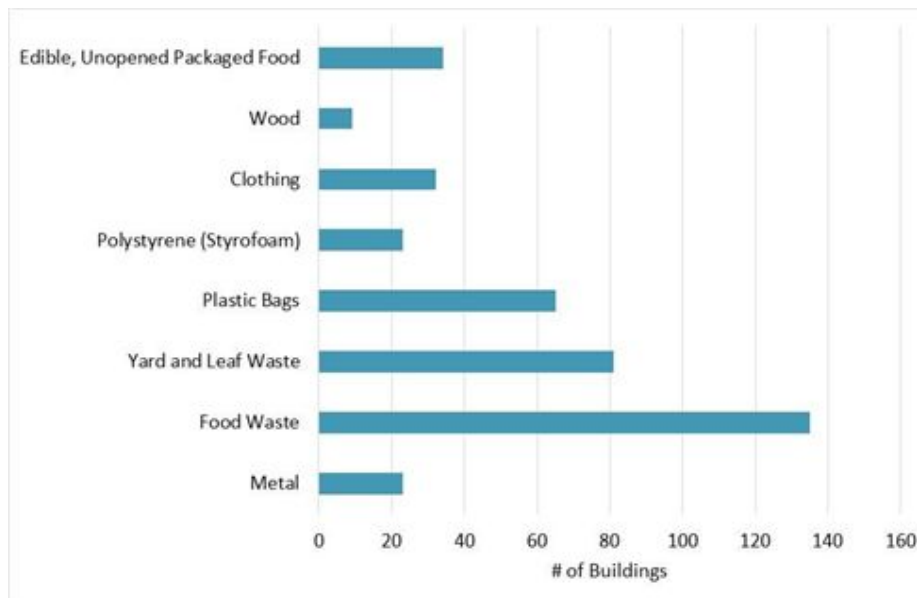


Figure 9-2: Additional Materials to Divert (Philadelphia)



9.5 Nashville, TN

In 2017, Nashville conducted a waste and recycling materials characterization study. This included two events (July 2017 and October 2017) over two-week periods. The first week included sampling MSW at two transfer stations and the second week included sampling of recyclables at a local material recovery facility (MRF). In total, 285 samples were collected and sorted in 50 categories. A breakdown of waste generated by the commercial sector can be seen in Table 9-1.

9.6 New York, NY

In 2017, New York City Schools conducted a waste characterization study. Table 9-1 shows a breakdown of the waste generated.



Table 9-1. Waste Characterization Study Results per Community

	Montgomery County, MD (2017)	Vancouver, CA (2020)	Minneapolis, MN (2016)	Philadelphia, PA (2018)	Nashville, TN (2017)	NYC Schools (2017)
Total Recyclables	43.3%	37.2%	21.8%	65.0%	52.7%	34.8%
Plastic	16.8%	14.9%	-	20.0%	16.9%	-
Metal	3.0%	5.1%	-	2.0%	3.0%	-
Ferrous	2.3%	-	-	-	-	-
Non-Ferrous	0.7%	-	-	-	-	-
Glass	1.3%	2.0%	-	3.0%	4.9%	-
Paper	22.2%	15.2%	-	40.0%	27.9%	21.2%
Total Metal/Glass, Plastic (MGP)	21.1%	22.0%	-	25.0%	24.8%	13.6%
Total Organic	43.5%	38.0%	15.1%	30.0%	18.5%	51.3%
Compostable Organics	-	21.6%	-	-	-	49.4%
Food	-	-	-	-	-	29.1%
Compostable Paper	-	-	-	-	-	20.4%
Non-compostable Organics	-	16.4%	-	-	-	-
Yard Waste	2.2%	-	12.7%	-	-	1.9%
Total C&D	9.9%	12.5%	3.7%	3.0%	14.6%	-
Wood	9.9%	-	-	-	-	-
Total HHW	<0.1%	8.9%	-	-	1.0%	-



	Montgomery County, MD (2017)	Vancouver, CA (2020)	Minneapolis, MN (2016)	Philadelphia, PA (2018)	Nashville, TN (2017)	NYC Schools (2017)
Electronics	-	2.4%	-	-	-	-
HHW	<0.1%	2.1%	-	-	1.0%	-
Household Hygiene	-	4.4%	-	-	-	-
Other	3.2%	3.3%	59.4%	2.0%	13.3%	13.9%
Textiles	-	-	-	-	5.0%	-
Bulky	-	2.8%	-	-	-	-
Fines	-	0.5%	-	-	-	-
Garbage	-	-	59.4%	-	-	-

10 Legislation and/or Regulatory Requirements

10.1 Montgomery, MD

Montgomery County has passed several executive regulations that focus on the collection, hauling, and transportation of waste, leaf vacuuming, and recycling. Recycling is mandatory for residential and commercial properties. As of May 2021, Montgomery County joined many other jurisdictions with the ban on single-use plastic straws. In addition, Bill 33-20 recently banned #6 plastics³².

In addition, regulatory approaches included in Montgomery County's Zero Waste Plan include:

- The ban of single-use plastic shopping bags;
- Expand ban on expanded polystyrene (EPS) food packing for retail sale and distribution; and
- Reduce single-use plastic water bottle.

10.2 Vancouver, BC, CA

Like many other jurisdictions, the Provincial Government developed Extended Producer Responsibility (EPR) programs for all plastics that provide incentives for alternatives to non-recyclable plastic. The Provincial Government also requires all plastic material sold in BC to have a material code identifying its composition to improve waste sorting. Improved waste sorting supports other by-laws that ban certain items from entering the waste stream at businesses and limit the recycling potential of materials at solid waste facilities. Approved by-laws for single-use items, ban the following materials³³ :

- Single-use plastic straws;
- Foam cups and foam take-out containers;
- Disposable utensils/cups (2022); and
- Shopping bags (2022).

The Tipping Fee Bylaw is an additional by-law that adds a surcharge fee, shown in Table 10-1, that is added if there is a certain amount of banned materials found in customers' garbage while being unloaded at solid waste facilities.

³² (The Clean Water Blog, 2020)

³³ (Single-Use Item Reduction Strategy, 2020)

Table 10-1: Tipping Fee By-Law Surcharge Fees

Materials	Surcharge Level	Applies to
Banned hazardous and operational impact Banned product stewardship program materials	\$65 minimum, plus the potential cost of removal, clean up or remediation	Loads containing one or more banned item(s). No threshold (any quantity)
Banned recyclable materials, except for expanded polystyrene packaging	50% of Tipping Fee surcharge payable	Loads containing 5% or more by weight or volume of one or a combination of recyclable materials. Loads containing 25% or more by weight or volume of food waste
Expanded polystyrene packaging	100% of Tipping Fee surcharge payable	Loads containing 20% or more by weight or volume

Since January 2015, food scraps separation has been mandatory for residents (including apartments, condos and detached homes) and businesses in Vancouver. Metro Vancouver placed a disposal ban on organic materials, such as food scraps, meaning food is banned as garbage at the region's waste facilities. The disposal ban is used as an enforcement tool that encourages recycling. The Organics Disposal Ban is enforced in the same as the region's other disposal bans. Waste is inspected when it is delivered to a regional disposal facility and if a waste load contains excessive amounts of food scraps, the hauler pays a surcharge of 50% on the cost of disposal.³⁴

10.3 Minneapolis, MN

The City Council passed the Green to Go Environmentally Acceptable Packaging Ordinance on April 22, 2015. Green to Go requires that food and beverage containers prepared for immediate consumption and 'to go' must be placed in environmentally acceptable packaging that is reusable, refillable, recyclable, or compostable. In 2016, the Council attempted to pass a bring your own bag ordinance to reduce single-use plastic bags, however, there was pushback from state lawmakers that barred this law from taking effect.

The City Ordinance Chapter 174.435 for commercial recycling services requires commercial and business property owners to offer recycling with the following requirements:

- Regular collection (at least twice per month);
- Adequate recycling containers in convenient locations;
- Written recycling information for tenants; and
- Written recycling plan must be provided.

³⁴ [About Food Scraps Recycling \(metrovancover.org\)](http://metrovancover.org)

10.4 Philadelphia, PA

The city of Philadelphia, in accordance with Executive Order 5-96, requires all municipal buildings to recycle. The City also made some attempts to ban certain materials from being distributed. After multiple attempts, in 2019, Philadelphia banned single-use plastic bags that will take effect in 2021. Additionally, any paper bags that do not contain at least 40% recycled content are prohibited for carryout, delivery, or groceries³⁵.

10.5 Nashville, TN

Through City ordinances, the City of Nashville banned the following materials from being accepted in the curbside recycling collection programs:

- Yard waste;
- Corrugated cardboard; and
- Electronic waste³⁶.

In addition, a food scrap landfill ban was discussed in the Zero Waste Plan and would have a major impact on the volume of waste going to a landfill.

As suggested in its Zero Waste Plan, the City believes recycling should be made mandatory for both residential and commercial sectors and recycling should be required at all construction sites with specifications stating responsibilities, enforcement, and escalating penalties. The ban, in addition to a food waste ban, was deemed necessary to move toward 75% diversion as they would provide the motivation to drive increased participation. It was estimated these bans would cause an additional 4% diversion in Davidson County.

With the intent to move towards Zero Waste, Nashville proposed an ordinance to prohibit retail establishments from providing single-use plastic carryout bags and straws to customers. With pushback from citizens, lawmakers in Nashville did not move forward with enacting the local bans on plastic grocery bags. However, the bill's Senate sponsor is proposing the ban to become a statewide Bill (Tennessee Senate Bill 2131) to improve the environmental quality after the Tennessee River has been recently noted as one of the most plastic-polluted waterways in the world³⁷.

10.6 New York, NY

The following local laws were established in New York City to help improve diversion efforts through mandatory recycling programs and voluntary organics collection programs:

³⁵ <https://www.phila.gov/2020-12-30-updated-timeline-for-implementation-of-plastic-bag-ban/>

³⁶ https://library.municode.com/TN/metro_government_of_nashville_and_davidson_county/codes/code_of_ordinances/219301?nodeId=CD_ORD_TIT10HESA_DIVIGERE_CH10.20WAMA_ARTIGERE_10.20.095YAWACOCAELWABASOWACO

³⁷ <https://www.kuaf.com/post/tn-cities-cant-ban-plastic-bags-state-might#stream/0>

- Local Law 19: Established New York City's mandatory recycling program requirements for residents, businesses, and institutions.
- Local Law 77: Required New York City Department of sanitation to implement a voluntary residential organic waste curbside collection pilot program and a school organic waste collection pilot program³⁸.

11 Parks

The aforementioned Zero Waste Plans, with the exception of Minneapolis, MN, do not focus on waste diversion efforts in public parks. In order to account for public parks, five case study examples of Zero Waste initiatives and/or waste diversion programs for different jurisdictional parks across the country were analyzed and the findings are described below.

11.1 Three Rivers Park District Zero Waste Program (Plymouth, MN)

The Three Rivers Park District Zero Waste Program in Plymouth, Minnesota has its own Zero Waste initiative. The District promotes that picnics, campers, weddings, and races held in the parks go Zero Waste by reducing the amount of natural resources used through choices made before, during, and after their event and by reducing their impact on the environment through the use of reusable items whenever possible and recycling or composting the rest. The District defines a Zero Waste Event as one that produces less than one ounce of trash per person.³⁹

To ensure this initiative is successful, the District requires that Zero Waste Event practices be followed at their designated Zero Waste Venues. Should the participating party fail to comply with the Zero Waste Events program, it may result in a loss of the paid damage deposit fee. Events at Zero Waste Venues are allowed to have washable dinnerware, cutlery, glassware, linens, and linen napkins, and compostable paper products, cutlery, drinkware, table coverings, and napkins. They are not allowed to have single-serving bottles of water, juice, or carbonated beverages in plastic bottles, and food served in disposable plastic or Styrofoam containers.³⁹

To help aid in this initiative, event hosts using the Zero Waste facilities are able to pre-purchase compostable dinnerware products (e.g. hot & cold cups, plates, bowls, forks, knives, spoons, napkins and straws) through approved caterers as provided by the District. Costs of these items is shown in Table 11-1. The District notes that it's important to use products that are clearly labeled compostable and have the Biodegradable Products Institute (BPI)⁴⁰ Certification logo because compostable products- which are typically made out of sugarcane fibers or vegetable starch- degrade within several months in commercial compost facilities without producing toxic residues.

³⁸ <https://www.grownyc.org/why-zero-waste>

³⁹ [Zero Waste Program | Three Rivers Park District \(threeriversparks.org\)](https://www.threeriversparks.org/zero-waste-program)

⁴⁰ <https://bpiworld.org/>

Table 11-1: Pricing List for Purchasable Compostable Dinnerware for use at Zero Waste Events within the Three Rivers Park District

Item	Quantity	Price
12 oz hot cups	50	\$7.50
9 oz cold squat cup	50	\$5.25
12 oz cold cup	50	\$7.25
6" plates	50	\$3.25
9" plates	50	\$8
6 oz bowls	50	\$3.25
11.5 oz bowls	50	\$4.25
Forks	50	\$4.25
Knives	50	\$4.25
Spoons	50	\$4.25
Dinner napkins	50	\$3
Beverage napkins	50	\$2
7.7" straws	50	\$1

The District is also trying to make future park races Zero Waste. For instance, its future Trail Mix races will be “cupless” and its website asks that racers toss their waste near route aide stations and its volunteers will dispose of it properly. Almost all race event items, including beverage containers and food waste, can be recycled or composted and trash that cannot be recycled or composted is weighed since trash cannot exceed one ounce per participant in order to classify as Zero Waste. Race event signage is recycled year to year, all printed materials use Forest Stewardship Council⁴¹ (FSC) certified paper, and medals and awards are locally produced.⁴²

11.2 Don’t Feed the Landfills / Zero Landfill Initiative National Parks Initiative

In June 2015, Subaru of America (Subaru) announced it would help with the initiative to reduce landfill waste produced from national parks. Subaru partnered with the National Parks Conservation Association⁴³ (NPCA), a non-profit national park advocacy group, to test zero landfill practices in three iconic national parks: Yosemite, Grand Teton and Denali, working toward a goal of significantly reducing waste going into landfills from all national parks. Subaru already had experience in waste management as its Indiana

⁴¹ <https://fsc.org/en>

⁴² [Trail Mix Zero Waste | Three Rivers Park District \(threeriversparks.org\)](https://www.threeriversparks.org)

⁴³ <https://www.npca.org/>

facility became the first zero landfill auto assembly plant in the United States in 2004 and wanted to expand its expertise to help parks be Zero Waste.⁴⁴

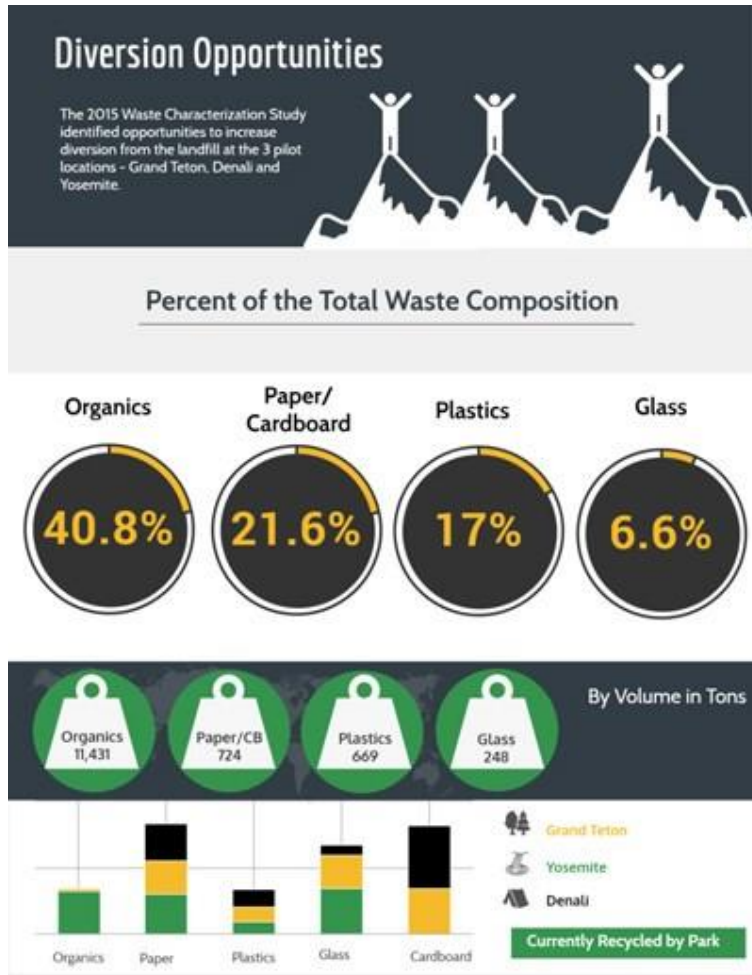
In 2013, the National Park Service managed more than 100 million pounds (50,000 tons) of waste nationally with much of it sourced by the parks' 273.6 million visitors. This total only accounted for the waste managed by the National Park Service and did not account for the waste managed by park concessioners who provide visitors with lodging, food services, transportation, etc., which was expected to be considerably higher. In the same year, more than seven million people visited the three pilot parks which collectively generated 16.6 million pounds (8,300 tons) of visitor waste. Of that amount, 6.9 million pounds (3,450 tons) were diverted from landfill through source reduction, reuse, recycling or composting, and 9.7 million pounds (4,850 tons) were landfilled.⁴⁴

In 2015, Subaru and NCPA conducted a baseline waste characterization study of these three chosen parks as well as reviewed recycling, organic material composting, hazardous waste management, and visitor waste behaviors. As seen in Figure 11-1, the study found that the total waste composition was made up of approximately 41% organics (11,400 tons), 22% paper/cardboard (724 tons), 17% plastics (669 tons), and 7% glass (248 tons).⁴⁵

⁴⁴ [Subaru to Share Zero Landfill Expertise with National Park Service to Reduce Park Waste · National Parks Conservation Association \(npca.org\)](#)

⁴⁵ [Don't Feed the Landfills · National Parks Conservation Association \(npca.org\)](#)

Figure 11-1: Results of the Subaru and NPCA 2015 Baseline Waste Audit for Three National Parks (Grand Teton, Denali and Yosemite)⁴⁵



As of October 2020, all three parks have kept more than 16 billion pounds (8 million tons) of waste out of the landfills since the start of the Don't Feed the Landfills Initiative in 2015. In 2019, these pilot parks cut their landfill waste by nearly 50% through increased recycling and composting efforts. With nearly 1,000 new waste and recycling containers placed in these parks, visitor participation in recycling has increased by approximately 27%.⁴⁵

Subaru continues to support recycling operations, composting, public education, and outreach at Denali National Park and Preserve, Grand Teton National Park, and Yosemite National Park partly through donations. For example, in April 2019, Subaru raised \$2.1 million for national parks through its 2018 Subaru Share the Love® Event and the donations helped enable the National Park Foundation to support waste

reduction efforts and enhance public awareness and engagement across its National Park System.⁴⁶

Zero Landfill Initiatives at each of the three Don't Feed the Landfills pilot parks are discussed below.

11.2.1 Denali National Park⁴⁷

The Denali National Park, located in Alaska, is diverting waste in the following ways:

- Establishing composting opportunities for both employee and visitor waste.
- Improving recycling options at visitor centers and rest stops.
- Replacing paper cups with reusable coffee cups in the Morino Grill, on site dining facility.
- Phasing out plastic bags and single-use plastic water bottles.
- Spreading the word through a social media campaign, #DontFeedtheLandfills.
- Working with the borough and other key stakeholders to improve recycling opportunities for gateway businesses.

The park encourages visitors to:

- Use paperless options for tickets and receipts.
- Travel with reusable water bottles.
- Use reusable bags or no bags at all when purchasing souvenirs.
- Take the extra step to find a nearby recycling bin.
- Let others know: Don't Feed the Landfills!

11.2.2 Grand Teton National Park⁴⁸

As part of the Zero Landfill Initiative, the Grand Teton National Park in Wyoming has a goal to reduce 60% of its waste from landfills by 2030. At Grand Teton, generous funding from Subaru and the NPCA is being used to support a wide variety of programming such as the following Zero Landfill Initiative projects:

- STREAM (Science, Technology, Recycling, Engineering, Arts, Math) art installation, which visualizes park recycling data, in partnership with Jackson Hole Public Art, and Teton County School District.
- Compost Pilot program with Teton County, Signal Mountain Lodge, and the Grand Teton Lodge Company. In 2017, the program gathered food waste from seven different locations within the park, which was then transported to a

⁴⁶ [National Park Waste Reduction Efforts Receive \\$2.1 Million Donation from 2018 Subaru Share the Love® Event | National Park Foundation \(nationalparks.org\)](#)

⁴⁷ [Zero Landfill Initiative - Denali National Park & Preserve \(U.S. National Park Service\) \(nps.gov\)](#)

⁴⁸ [Zero Landfill Initiative - Grand Teton National Park \(U.S. National Park Service\) \(nps.gov\)](#)

composting facility in Gallatin County, Montana. The pilot helped identify best practices for compostable waste collection, storage, and transportation to prepare Grand Teton for the opening of Teton County's own compost facility in 2021. Since 40% of the park's waste is compostable, this creates an opportunity to divert nearly 1,096 tons of food waste annually from Grand Teton's waste stream⁴⁹. An additional pilot was run in 2018 and met its goal of composting 150 tons of food waste in lieu of landfilling.⁵⁰

- Partnership with Teton County Integrated Solid Waste and Recycling to aid in the opening of Teton County's first composting facility in 2021.
- New recycling infrastructure throughout the park.
- Partnerships with park concessionaires, and incentives to go green!
- Funding for additional education and outreach projects.

11.2.3 Yosemite National Park⁵¹

Over four million people visit Yosemite National Park in California every year. Between visitors and park staff, nearly 2,200 tons of garbage are generated annually.

In early 2016, with help from Subaru, the NPCA, and the Yosemite Conservancy, the park set an ambitious target of diverting 80% of its waste from the landfill by the end of 2017 to align with the Zero Landfill Initiative.

The park initially began a recycling program in 1975, which allowed for the collection of aluminum, glass, and paper. In the years since, Yosemite and its concessioners built a strong program that has diverted about 60% of the total waste stream from going into the Mariposa County landfill. In addition to recycling, the overall amount of Yosemite's garbage heading to the landfill has been reduced by practices such as buying in bulk to reducing unnecessary packaging and re-using materials, such as those used for certain building repairs.


The Zero Landfill Initiative at Yosemite was designed to build on these achievements. The Zero Landfill Initiative initially focused on upgrades to infrastructure, such as replacing many of the "Half-Dome" shaped trash and recycling cans throughout the park and installing more water bottle refilling stations. The initiative also was designed to expand collection of compostable food waste to both park employees and visitors.

According to the baseline waste characterization study conducted in the park in July 2015, about 20% of what was in Yosemite's trash was already being targeted for recycling. The most common recyclable items found in the park's trash were single-use water bottles, aluminum cans, and paper. It was expected that by installing more recycling bins and adding labels with photographs of what can be recycled, the percentage of recyclables would go down. Based on 2020 overall numbers, this appears to be true.

⁴⁹ [Compost Pilot - Grand Teton National Park \(U.S. National Park Service\) \(nps.gov\)](#)

⁵⁰ [tetonwyo.org/DocumentCenter/View/9088/Piloting-Food-Waste-Collection_2018_FINAL](#)

⁵¹ [Zero Landfill Initiative - Yosemite National Park \(U.S. National Park Service\) \(nps.gov\)](#)



In places managed by National Park Service staff (e.g. campgrounds, visitor centers, the museum, bus stops, and day use picnic areas) Yosemite has mixed recycling. At hotels and eating establishments operated by the park concessioner, there are separate recycling containers for each type of material collected (paper, glass, aluminum, and plastic). The park was looking into using the “organic waste” cans in the food service facilities to reroute the organic material and compostable paper, including compostable tableware like paper napkins and compostable utensils.

After implementation, the overall Zero Landfill Initiative’s successes, challenges, lessons learned, and best practices were analyzed, and the results were grouped into six primary categories in Table 11-2.⁵²

⁵² [Waste Reduction - Sustainability \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/learn/zero-waste/zero-waste-reduction-sustainability)



Table 11-2: National Park Zero Landfill Initiative Assessment

Category	Best Practice	Key Challenge	Lessons Learned
Teamwork and Partnerships	<p>Understand and engage with the surrounding community.</p> <p><i>Example: Yosemite National Park has a stakeholder engagement with Yosemite Gateway Partners, which represents more than 80 organizations in the communities surrounding the park. Stakeholders have the opportunity to learn from one another, stay up-to-date on zero landfill programs, and exchange tips and resources.</i></p>	<p>Accommodating smaller organizations that want to utilize a park or large concessioner’s waste management services.</p> <p><i>Example: Small businesses near Denali National Park have expressed interest in the park accepting, processing, and hauling their recyclables. As a solution, Denali partnered with the nonprofit Denali Education Center, which can help support small businesses’ recycling efforts.</i></p>	<p>Both in-park and external community resources can help accomplish Zero Waste goals.</p> <p>There are limitations to what NPS concessioners are able to do on their own with respect to waste management.</p> <p>Collaboration is necessary between the park and surrounding communities, as is understanding the regional waste landscape.</p>
Visitor Communication	<p>Standardize signage and visitor communications related to recycling materials management.</p> <p><i>Example: Grand Teton National Park created a series of short videos on topics like greening your picnic or properly recycling in the park. One video plays hourly in the Grand Teton visitor center movie theater.</i></p>	<p>Visitors may hear conflicting information about local recycling availability.</p> <p><i>Example: Messaging in some hotels may give visitors the impression that recycling is not available. To avoid confusion, parks and concessioners could compile information on current waste management capabilities and share it with employees and surrounding businesses.</i></p>	<p>Effective communication with visitors can significantly reduce visitor waste.</p>



Category	Best Practice	Key Challenge	Lessons Learned
Employee Communication and Culture	<p>Designate a person at the top who shapes employee culture, develops training programs, and institutionalizes them.</p> <p><i>Example: Grand Teton Lodge Company provides extensive training to its approximately 1,000 employees on zero landfill initiatives, including recycling and composting education.</i></p>	Maintaining a continuity of culture is difficult when operations and employees are seasonal.	<p>Employees are crucial to the success of waste reduction programs.</p> <p>An organization needs to have internal goals and buy-in from the top.</p> <p>There must be a champion who determines how waste management duties will be shared.</p> <p>Employees should be properly trained and educated on the program.</p>
Food Waste Management	<p>Seek opportunities to prevent food waste generation.</p> <p><i>Example: Since the Zero Landfill Initiative waste audit, Grand Teton National Park now manages its compost at a commercial scale and uses dumpsters and dump trucks to manage the volume.</i></p>	Composting facilities that parks and concessioners work with may be far away from the parks	Food waste management and collection is essential to any successful Zero Waste initiative.
Data Collection	<p>Conduct a baseline audit/waste characterization study to understand the current waste landscape.</p> <p><i>Example: At Denali National Park, Aramark uses an industrial scale and has developed a comprehensive tracking system to control data gathering.</i></p>	Parks may lack uniform data collection systems.	<p>Measurement is the first step in effectively managing Zero Waste initiatives.</p> <p>It is beneficial for the park and its concessioners to adopt the same data collection system.</p>



Category	Best Practice	Key Challenge	Lessons Learned
Other Park Characteristics	Park-specific characteristics are important to consider with respect to waste management within a park.	Park location, cost of infrastructure, and lack of capacity (e.g., lack of staff dedicated to sustainability).	<p>Waste management is particularly challenging for parks in remote areas, which may need to rely on existing local, municipal, and/or county resources.</p> <p>It may be difficult to find companies willing to travel to remote parks to collect waste, recycling, and composting.</p> <p>Parks must account for wildlife concerns, but bear-proof bins are costly.</p> <p>Capacity issues may arise if sustainability efforts are not a high priority for staffing and funding.</p>

11.3 City of Salisbury, MD⁵³

In 2017, the City of Salisbury explored the opportunity to improve its recycling offerings through installing recycling bins in the City's thirteen public parks. By doing this, there would possibly be a decrease in municipal waste management disposal costs, an increase in recycling opportunities for residents, and could encourage community members to participate in environmentally friendly activities. When the City spoke with its residents, many expressed their frustration with not having access to recycling bins in the City's public parks.

It was proposed closed-top recycling cans of differing color be placed right next to trash cans in the parks. The City of Salisbury's Department of Field Operations would oversee the collection of recyclables, alongside existing garbage collection, on a regular basis. While the installation of recycling bins in city public parks can be expensive (on average, recycling bins for outdoor spaces can range from \$300 to \$1,500 based upon the size and sturdiness of the recycling bins and steel recycling bins are recommended for sustainability and longevity) the City referenced the following case study examples which highlight innovative ways to offset costs for new recycling bin installations through advertisement sales or recycling bin grants:

- In 2011, in response to city resident's desire to live in a greener city as expressed through community forums, the Public Space Recycling Program in Colorado Springs, Colorado, installed 90 recycling bins in seven of the city's large community parks and sports complexes. The recycling bins were provided, installed, and maintained for free by a public space recycling and environmental organization, called "Greener Corners." In return, Greener Corners advertisements were placed on the recycling bins.
- In 2017, Oak Park, Michigan, offset the cost of the installation of 20 recycling bins through a recycling bin grant program sponsored by the Dr. Pepper Snapple Group in collaboration with Keep America Beautiful.
- Similarly, in 2016, the non-profit sustainability group Annapolis Green donated 22 recycling bins to be placed in public parks around the City. Before the donation, there were only six recycling bins for all of the city's 41 parks. Annapolis Green used a grant from the Dr. Pepper Snapple Group and Keep America Beautiful to pay for the bins, which had a retail value of more than \$11,000. In 2016, the Dr. Pepper Snapple Group and Keep America Beautiful grant program provided funding for 900 recycling bins in parks across the country. Annapolis Green and the city's Recreation and Parks Department planned to collaborate on quarterly audits to determine how much recycling and landfill trash was being collected, whether the recycling was being contaminated and how often recyclables were getting into the proper bins after the bins were installed. Changes to the bins' placement and the public awareness campaign would be made based on the findings.⁵⁴

⁵³ [Installing City Park Recycling Bins \(salisbury.edu\)](https://www.salisbury.edu/news/2017/05/installing-city-park-recycling-bins)

⁵⁴ [Group donates 22 recycling bins for use in Annapolis parks - Capital Gazette](https://www.washingtonpost.com/news/energy-environment/wp/2016/07/22/group-donates-22-recycling-bins-for-use-in-annapolis-parks/)

In order to seek funds for the purchasing of outdoor recycling bins, the City suggested utilizing government-based grants, corporate sponsorships, private funding, and/or the internal distribution of funding from within the City's budget. It was proposed the City of Salisbury's Department of Field Operations would oversee the collection of recyclables, alongside existing garbage collection, on a regular basis.

11.4 Charleston, SC⁵⁵

Keep Charleston Beautiful (KCB) works with Charleston's Parks Department to help install recycling bins in City parks. Their goal is to reduce the amount of waste and litter generated within City parks and increase the amount of recycling diverted from landfills. The City of Charleston's Department of Parks maintains and empties the bins within the parks, and the materials are taken to Charleston County drop-sites. The recycling bins do not collect clothes, containers with leftover food, dog waste/diapers and Styrofoam. Grant funding from Keep America Beautiful and its supporting companies (e.g., Nestle Waters, UPS Foundation, Waste Management, the City, SCSPA, etc.) has allowed the installation of recycling and trash bins in many (almost 20) of the City parks from years 2009 to 2018 so far.

As part of Charleston's Green Plan Zero Waste document, one suggestion to facilitate organic composting is to identify locations at City parks where it would be practical to compost on-site.⁵⁶

11.5 Minneapolis, MN Zero Waste Plan⁵⁷

The 2017 City of Minneapolis Zero Waste Plan, the Minneapolis Parks and Recreation Board (MPRB) maintains and regulates an expansive system of parks and recreation-related sites within the City, including 179 parks and numerous lakes, recreation centers, gardens and bird sanctuaries, historical sites, and trails and parkways. Additionally, MPRB contracts for restaurant vendors located at some regional parks and partners with Minneapolis Public Schools (MPS) to distribute over 130,000 meals annually at 39 sites through after school and summer lunch programs.

Waste throughout neighborhood parks is collected by City services in separate carts for trash and recycling. The Division of Solid Waste and Recycling (SW&R) provides separate organics collection for materials collected inside park buildings. MPRB collects trash and recycling throughout the regional parks located within the City and maintains separate contracts for processing of these materials. MPRB also contracts with private haulers to collect dumpsters for garbage, recycling, organics, and specialty items at select locations (e.g., restaurants located at regional parks and headquarter buildings). In addition to regular operations, MPRB regulates the use of City park spaces and facilities for special events which involves a special permitting process. The 2017-2018 Park Use and Event Permit requirements pertaining to solid waste for events held in City parks include, but are not limited, to the following:

⁵⁵ [Green Spaces Recycling | Charleston, SC - Official Website \(charleston-sc.gov\)](https://www.charleston-sc.gov/green-spaces-recycling)

⁵⁶ [Introduction \(charleston-sc.gov\)](https://www.charleston-sc.gov/)

⁵⁷ [Minneapolis Zero Waste Plan \(minneapolismn.gov\)](https://www.minneapolismn.gov/zero-waste-plan)

- All events are required to recycle recyclable waste;
- All events are required to provide trash/recycling removal services;
- All events must provide recycling containers for event attendees in a 1:1 ratio of recycling containers to garbage containers; and
- If dumpsters are requested, they must be placed at locations designated by the MPRB.

MPRB also offers an Events Go Green certification to recognize events that adopt sustainable practices. There are currently no organics diversion requirements to obtain an MPRB event permit. Strategies to supplement the existing waste diversion activities were determined as follows:

1. Encourage MPRB to update park event solid waste management requirements to match City requirements upon the City updating its event recycling ordinances;
2. Encourage MPRB to expand waste management requirements for Events Go Green certification to include organics diversion;
3. Encourage increased recycling through education and more conveniently placed containers;
4. Collaborate with MPRB to receive internal waste hauling and diversion data to evaluate overall waste generation and diversion;
5. Collaborate with MPRB to develop staff educational resources and training;
6. Collaborate with MPRB and MPS to order the appropriate number of meals for after school and summer lunch programs and explore the feasibility of donating leftover edible food;
7. Encourage MPRB to host after school programs on waste reduction and diversion and the associated benefits;
8. Support MPRB Ecological System Plan for community composting on park property; and
9. Encourage MPRB to use finished compost in its operations.

Table 11-3 was developed as part of the City of Minneapolis' Zero Waste Plan to analyze the aforementioned Zero Waste strategies for implementation and anticipated levels of diversion potential, implementation difficulty, ongoing costs and implementation timing.

Table 11-3: Matrix for Suggested MPRB Waste Diversion Strategies⁵⁸

Strategy	Lead Depts	Increased Diversion Potential	Difficulty of Implementation	Ongoing Cost to City	Implementation Timing	Comments
Encourage Recycling through Education and Convenient Container Placement	SW&R	Medium	Low	Low	Mid	Additional staffing and resource needs
Encourage MPRB to Revise Park Event Requirements to Align with City Requirements	SW&R	Low	Low	Low	Near-Mid	Additional staffing and resource needs
Encourage MPRB to Expand Events Go Green Certification to Include Organics	SW&R	Medium	Low	Low	Mid	Additional staffing and resource needs
Collaborate with MPRB to Receive Internal Waste Hauling and Diversion Data	SW&R	Low	Low	Low-Mid	Mid	
Collaborate with MPRB and MPS to Order the Appropriate Number of Meals for School Programs	SW&R	Low	Low	Low	Mid	
Collaborate with MPRB to Develop Staff Educational Resources and Training	SW&R	Medium	Low	Low	Mid	Additional staffing and resource needs
Encourage MPRB to Host After School Programs	SW&R	Medium	Medium	Low	Mid	
Support MPRB Ecological System Plan for Community Composting on Park Property	SW&R	Low	Low	Low	Near-Mid	Additional staffing and resource needs
Encourage MPRB to Use Finished Compost in its Operations	SW&R	Low	Low	Low	Near	

⁵⁸ [Minneapolis Zero Waste Plan \(minneapolismn.gov\)](http://minneapolismn.gov)

12 Summary

Fairfax County, in comparison to communities mentioned in this report, is moderately populated in respect to its geographic area. Compared to the other communities, Fairfax County employs a standard amount of government workers and holds an average amount of students and staff in their school system.

All communities discussed in this report have Zero Waste goals, some more specific than others. The Zero Waste goals identified for each community plan are to be achieved by different programs and policies to control different aspects of solid waste management. Some communities, like Montgomery County, implemented a 2020 reduction goal that was not reached and as a result identified additional programs and policies to reach Zero Waste. All communities discussed in this report have an established educational or outreach program to improve waste reduction and recycling.

Programs in place to specifically to improve waste reduction and diversion in schools, government buildings, and parks have been identified and are further analyzed the Fairfax County Government and Schools Zero Waste Plan and Appendix F.



Appendix F: Zero Waste Strategy Details & Impact Matrix

Zero Waste Plan Development

Fairfax County, VA
September 14, 2021



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ACRONYMS AND ABBREVIATIONS

ASTM	American Society for Testing and Materials
BYOB	Bring Your Own Bottle
CLF	Closed Loop Fund
DPMM	Department of Purchasing and Materials Management
DPWES-SWMP	Department of Public Works Environmental Services- Solid Waste Management Program
ECC	Environmental Coordinating Committee
EIP	Environmental Improvement Program
EPA	United States Environmental Protection Agency
EPP	Environmental Preferable Purchasing
EPR	Extended Producer Responsibility
FCBOS	Fairfax County Board of Supervisors
FCPA	Fairfax County Park Authority
FCPS	Fairfax County Public Schools
FCSWMP or SWMP	Fairfax County Solid Waste Management Program
FEEE	Fairfax Employees for Environmental Excellence
FMD	Facilities Management Department
FTE	Full Time Equivalent
GBCI	Green Business Certification Inc.
JET	Joint Environmental Task Force
MRF	Materials Recovery Facility
O&M	Operation and Maintenance
P&E	Promotional and Educational Material

1 Introduction

HDR has been retained by Fairfax County for the development of a Zero Waste Plan for its government and school operations.

The Strategy Details and Impact Matrix is part of a series of Interim Task reports HDR developed in support of the project. The purpose of this report is to first identify a full list of Zero Waste options, partly based on options discussed in the Literature Research Interim Report, that could aid in waste diversion efforts in Fairfax County facilities, including parks, and Fairfax County Public Schools (FCPS) locations, and then further evaluate a subset of those options for potential implementation in Fairfax County.

A total of 24 Zero Waste strategies were developed from 50 options initially identified. The 24 Zero Waste strategies are categorized into four overarching themes:

1. Culture Education and Outreach
2. Program Establishment
3. Facility Upgrades
4. Policy Implementation/Board Directives

Of the total 50 identified Zero Waste options, 24 options deemed to be most impactful were identified. Each of the 24 options were first evaluated in greater detail assessing multiple factors including their implementation timeframes (short- versus long- term) and potential cost factors. The specific factors were combined to create a tiered impact matrix of the evaluated 24 options. The tiered matrix provides a suite of potentially implementable Zero Waste action plans, ranging from highest net impact (Gold) to medium impact (Silver) to lower impact (Bronze). See Table 3-1 for Strategy details and the impact matrix.

2 Prioritization of the Developed 24 Strategies

A total of 24 Zero Waste strategies were identified. Each option was categorized into one of the following four themes: Theme #1 – Culture: Education and Outreach; Theme #2 – Program Establishment; Theme #3 – Facility Upgrades; and Theme #4 – Policy Implementation/Board Directive. Please refer to **Table 2-1** for these categorized themes and options. The options in each theme are ranked in descending order from highest priority to least priority and identified as having either short-term or long-term estimated implementation timeframes. The evaluations of each of the 24 chosen strategies are discussed in the following sections.

Table 2-1. Developed 24 Zero Waste Strategies

#	Option	Short-Term or Long-Term (ST or LT)
–	Theme #1: Culture: Education and Outreach	–
1.	Designate Zero Waste Champions	ST
2.	Develop Strategies to Recognize, Motivate, and Compensate Staff	ST
3.	Develop Educational Resources, Signage and Training	LT
4.	Facilitate Action through Campaigns, Toolkits and Guides	LT
5.	Maximize Opportunities for Student Engagement	LT
–	Theme #2: Program Establishment	–
1.	Establish Zero Waste Team	ST
2.	Expand Sustainable Purchasing Program	LT
3.	Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts	ST
4.	Establish Programmatic Reporting of Activities by County Departments and Schools	ST
5.	Measure Success: Waste Audits, Reporting, Facility Assessments	LT
6.	Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships	LT
7.	Launch a Reusable Packaging Program	ST
8.	Establish or Expand Edible Food Rescue and Donation Program	LT
–	Theme #3: Facility Upgrades	–
1.	Design and Retrofit for Zero Waste	LT
2.	Standardize and Increase Receptacles and Signage	ST
3.	Implement Reusable Food Service ware	LT
4.	Install Additional Air Hand Dryers	LT
5.	Install Additional Bottle Filling Stations	LT
–	Theme #4: Policy Implementation/Board Directive	–
1.	Establish a Zero Waste Policy	ST
2.	Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals	LT
3.	Establish Board Directive/Policy for Organics or a Food Disposal Ban	LT
4.	Establish Board Directive/Policy to Ban Single-use Plastics	ST
5.	Support Legislative Actions at The State and Federal Levels	LT
6.	Use Events as a Catalyst to Minimize or Eliminate Waste	LT

All cost estimates were prepared by HDR with best available information as of the date of this Report. As additional surveys of facilities are conducted, Zero Waste implementation needs are evaluated, and procurement of equipment and services occur, it is likely the cost estimates will change.

2.1 Theme #1: Culture: Education and Outreach

The following options involve actions that will promote Zero Waste initiatives through educational trainings, leadership and partnerships as well as outreach campaigns.

2.1.1 Designate Zero Waste Champions

This option involves assigning a staff member or facility employee to be the designated Zero Waste Champion. The Champion will provide the leadership, energy and enthusiasm to advance Zero Waste initiatives, educate other members or employees on proper materials management, ensure implemented Zero Waste efforts are being followed, be responsible for tracking Zero Waste progress, and possibly be in charge of holding Zero Waste educational workshops/trainings. There could be local office champions or overall champions in charge of multiple locations. For example, there could be multiple champions in charge of multiple FCPS locations (207 locations total). Similarly, it could mirror One Fairfax’s structure where each Fairfax County department has a Zero Waste Team with a designated Zero Waste Lead (Champion). The Zero Waste Team could create an internal Zero Waste Plan for each department, partially through provided resource guidance from the Solid Waste Management Plan (SWMP) or Department of Purchasing and Materials Management (DPMM).

Table 2-2. Designate Zero Waste Champions

Option:	Designate Zero Waste Champions
Description of Option	<ul style="list-style-type: none"> Designate employees to be Zero Waste Champions to inspire, lead and track Zero Waste or waste diversion efforts. Zero Waste Champions can establish groups of designated individuals to be a part of a “Green Team” that will promote sustainability and Zero Waste practices in schools, offices, and other facilities.
Actions/Potential Challenges	<ul style="list-style-type: none"> Getting enough interested staff/employees to volunteer to be advocates. May need to offer incentives such as bonuses or additional vacation time to secure participants.
Benefits/Impacts	<ul style="list-style-type: none"> Provides leadership, energy, and enthusiasm for Zero Waste initiatives. Allows for a more hands-on and direct approach to Zero Waste program efforts and success of those efforts. Creates a key point of contact and enforcer.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term This option could be implemented immediately through emailed inquiries to staff/employees. The conducted Zero Waste Employee Survey has already identified some potential volunteers.
Interaction with Other System Components	<ul style="list-style-type: none"> Zero Waste Champions would likely be the ones to host educational workshops/trainings on Zero Waste.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> One or two full time equivalent (FTE) staff could be hired to help oversee all Zero Waste Champion efforts, organize meetings, etc.

Option:	Designate Zero Waste Champions
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Direct oversight and enforcement could result in increased diversion rates and reduced contamination rates.
Potential Cost Implications	<ul style="list-style-type: none"> It is assumed the Zero Waste Champion will be a voluntary role made up of current employees and staff. Fairfax County has 46 departments. It is suggested there be one designated Zero Waste Champion for each of the 46 County departments, and 207 designated champions for FCPS (one for each FCPS location). This equates to 253 total volunteer champions. Champions may want or need to be incentivized to participate. A “Green Bonus” could be developed that would pay each champion an annual salary bonus of \$3,300. With 253 total volunteer champions, the annual total cost for incentives would be \$834,900. One or two FTE, additional hired staff could help oversee all Zero Waste Champion efforts, organize meetings, etc. Assuming 1 FTE equates to \$120,000 per year, including salary and benefits, the cost for additional staff could range from \$120,000 to \$240,000 annually.
General Implementation Requirements	<ul style="list-style-type: none"> Would need willing and passionate staff/employees to participate. Would need to identify advocates/champions (possibly through emails, additional surveying or outreach by SWMP).

2.1.2 Develop Strategies to Recognize, Motivate, and Compensate Staff

This option would ensure that the staff participating in Zero Waste Plan initiatives at either county facilities or within FCPS would be recognized and compensated for their efforts. Additional motivation is also necessary to ensure the continuous participation in the leadership team, while incentivizing additional people to participate.

Table 2-3 Develop Strategies to Recognize, Motivate, and Compensate Staff

Option:	Develop Strategies to Recognize, Motivate, and Compensate Staff
Description of Option	<ul style="list-style-type: none"> Establish strategies such as awards (monetary and/or recognition) to motivate staff to adopt and promote Zero Waste practices.
Actions/Potential Challenges	<ul style="list-style-type: none"> Create incentives that are strong enough to motivate volunteers to participate. May need to offer incentives such as bonuses or additional vacation time to secure participants.
Benefits/Impacts	<ul style="list-style-type: none"> Increase morale of volunteers by providing incentives and compensation. Higher likelihood of attracting more volunteers based on the benefits.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> Zero Waste Champions would most likely be the ones to benefit from this option as it will show appreciation for their efforts to implement and support the Zero Waste Plan.

Option:	Develop Strategies to Recognize, Motivate, and Compensate Staff
Potential for Job Loss/Creation	<ul style="list-style-type: none"> • Would likely use existing staff/employees (e.g., Zero Waste Champions) so no job loss or creation would be expected to occur.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> • Increased participation in Zero Waste practices could result in increased diversion rates and reduced contamination rates.
Potential Cost Implications	<ul style="list-style-type: none"> • It is assumed participants of this strategy will be in a voluntary role made up of current employees and staff. • Awards could include financial compensation, leave, or formal recognition, which would have varied financial implications.
General Implementation Requirements	<ul style="list-style-type: none"> • Would need to identify strong enough incentives to retain volunteers and attract new ones.

2.1.3 Develop Educational Resources, Signage, and Training

Education is critical to successfully implementing a Zero Waste Plan in the County. Educational workshops and trainings for waste diversion, recycling, composting, and other waste management practices would help ease the transition to Zero Waste for students, teachers, workers, etc. and Fairfax’s overall waste management system. During the audits, it was noticed that it was common for plastics and other recyclables to be contained in single-use plastic bags which can damage Materials Recovery Facility (MRF) equipment and interrupt waste processing causing downtime. Educating custodial staff to not bag recyclable materials and to instead place recyclables loose in exterior dumpsters would mitigate operational issues. This would also reduce contamination in the recycling stream which would improve Fairfax’s waste management system and recycling rates. As part of the conducted Zero Waste Employee Survey, approximately 25 percent of Fairfax County employees said there was confusion about what is and what is not recyclable.

Table 2-4. Develop Educational Resources, Signage and Training

Option:	Develop Educational Resources, Signage and Training
Description of Option	<ul style="list-style-type: none"> • Hold workshops and trainings to teach and promote each Zero Waste practice in both informational and action campaign settings. Resources, such as visuals and marketing campaigns, should be tailored to specific groups to provide training across the four R’s.
Actions/Potential Challenges	<ul style="list-style-type: none"> • Securing County-owned locations to host workshops/trainings and volunteers to organize and run the workshops/trainings. • Development of workshop/training content could at first be costly and time-consuming. A communications toolkit/template could be created for Zero Waste Advocates/Champions to enhance the impact of waste assessments and share results with facility colleagues. The Recycling Partnership has established communication best practices that could be utilized.¹ • There is potential for increased litter during collection and transportation of loose collected recyclables.

¹ [Recycling Campaign Builder - A Free Tool from The Recycling Partnership](#)

Option:	Develop Educational Resources, Signage and Training
Benefits/Impacts	<ul style="list-style-type: none"> Education about waste diversion, recycling, composting, and Zero Waste practices would positively impact waste generation and recycling diversion rates. Reducing the use of plastic liners will decrease additional single-use plastic entering the waste stream, while allowing more efficient waste processing at the MRF.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> The conducted Zero Waste survey has already identified some potential volunteers to be Zero Waste Advocates/Site Champions who could also potentially run the workshops. Members of Zero Waste Teams could assist with these trainings/workshops and elaborate on the programs they have developed.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Would likely use existing staff/employees (e.g., Zero Waste Advocates/Site Champions) so no job loss or creation would expect to occur. High school students or other Zero Waste Team members could also volunteer at these workshops.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Workshops and trainings could result in increased diversion rates and reduced contamination rates.
Potential Cost Implications	<ul style="list-style-type: none"> Making Promotional and Educational (P&E) materials for the workshops/trainings for all County facilities and FCPS locations could equate to about \$100,000. Support on P&E content will be needed from volunteer champions. Potential incentive costs for Zero Waste Champions to volunteer to host workshops/trainings could be about \$834,900 (refer to Table 2-2). Total Cost for this option would be about \$934,900.
General Implementation Requirements	<ul style="list-style-type: none"> This option would require Fairfax County to generate educational materials to be used for the trainings. The workshops and trainings could be used to advocate the Zero Waste Plan and other programs that come out of the plan.

2.1.4 Facilitate Action through Campaigns, Toolkits, and Guides

This option uses the support of the educational resources and Zero Waste Team to hold campaigns and put together toolkits that can make increasing waste diversion more accessible.

Table 2-5 Facilitate Action through Campaigns, Toolkits and Guides

Option:	Facilitate Action through Campaigns, Toolkits and Guides
Description of Option	<ul style="list-style-type: none"> Utilize the Zero Waste Champions and Green Teams to engage staff members, employees, and students through campaigns, toolkits, and guides.
Actions/Potential Challenges	<ul style="list-style-type: none"> Creating materials that are consistent with the developed Zero Waste strategies and adjusted for the audience.

Option:	Facilitate Action through Campaigns, Toolkits and Guides
Benefits/Impacts	<ul style="list-style-type: none"> Developed materials could be utilized for other Zero Waste strategies discussed in this Plan. Provides tools and knowledge to ease waste diversion and promote the benefits of recycling.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> The educational resources, signage and training option would work by using campaigns, guides and toolkits that put plans into action.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Would likely use existing staff/employees (e.g., Zero Waste Champions) so no job loss nor creation would expect to occur. High school students or other Zero Waste team members could also volunteer at these workshops.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Campaigns and toolkits could result in increased diversion rates and reduced contamination rates.
Potential Cost Implications	<ul style="list-style-type: none"> Creating P&E Material for the campaigns, toolkits, and guides for all County facilities and FCPS locations could equate to about \$100,000. Support on P&E content will be needed from volunteer champions.
General Implementation Requirements	<ul style="list-style-type: none"> This option would require Fairfax County to generate educational materials as they guide Zero Waste and prepare toolkits. The campaigns could be used to advocate the Zero Waste Plan and other programs that come out of the plan.

2.1.5 Maximize Opportunities for Student Engagement

With this option, students could have the opportunity to assist the staff members that are dedicated to achieving Zero Waste through the strategies identified in this Plan. Student volunteers would increase the number of Zero Waste advocates throughout the school to further raise awareness. The student perspective on Zero Waste would benefit Fairfax County on how to better engage younger generations on recycling efforts. Students could participate in school events, or county campaigns to gain community service experience by helping raise awareness and action on waste diversion.

Table 2-6 Maximize Opportunities for Student Engagement

Option:	Maximize Opportunities for Student Engagement
Description of Option	<ul style="list-style-type: none"> Provide opportunities for students to be engaged with Zero Waste through curriculum and other instructional priorities.
Actions/Potential Challenges	<ul style="list-style-type: none"> Find students that are interested in working with Zero Waste Champions and advocating for Zero Waste. Create a student organization that would be designated to work under the designated Zero Waste Champions.
Benefits/Impacts	<ul style="list-style-type: none"> Increase advocacy around the school and community by involving more younger people in Zero Waste.

Option:	Maximize Opportunities for Student Engagement
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> Students would work closely with the Zero Waste Champions as they would be the lead representatives for the organization at the school and events.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Would likely use existing staff/employees (e.g., Zero Waste Advocates/Site Champions) so no job loss or creation would expect to occur.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> With increased awareness, it is likely that waste reduction would increase as well. The students can pass on what they learn in school to their households.
Potential Cost Implications	<ul style="list-style-type: none"> Creating P&E materials for the Zero Waste curriculums for all FCPS locations could equate to about \$50,000.
General Implementation Requirements	<ul style="list-style-type: none"> While working with student volunteers, it may be necessary to have more staff involved than just the Zero Waste Champion.

2.2 Theme #2: Program Establishment

The following options involve establishing new or expanding current programs that will directly impact waste diversion rates and track the progress of implemented Zero Waste options.

2.2.1 Establish Zero Waste Team

Establishing Zero Waste Teams in both schools and County facilities can help create a culture around sustainability. Zero Waste Teams can bring students, teachers, and employees together in an environment which focuses on recycling more, generating less, and getting creative with solutions.

Table 2-7. Establish Zero Waste Teams

Option:	Establish Zero Waste Teams
Description of Option	<ul style="list-style-type: none"> A Zero Waste Team would require 6 new full-time positions within Fairfax County to implement Zero Waste practices within FCPS and County governments. A Zero Waste Team would plan and carry out institutional changes, systemwide policies and accountability, training for Zero Waste Champions, education, and assisting agencies with funding needs and strategy implementation.
Actions/Potential Challenges	<ul style="list-style-type: none"> Getting enough interested staff/employees to volunteer to be advocates. May need to offer incentives such as promotional giveaways/gifts to secure volunteers.

Option:	Establish Zero Waste Teams
Benefits/Impacts	<ul style="list-style-type: none"> • Zero Waste Team members can educate their peers on how to be more sustainable and that small changes can make big differences. • Encourages coworkers and students when they see other familiar faces participating. • The more consistent people are at school/in the workplace, the more likely they are to continue the routine at home.
Short-term or Long-term Option	<ul style="list-style-type: none"> • Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> • Zero Waste Teams will likely work closely with the Zero Waste Champions on education outreach programs. • Zero Waste Teams are also likely to work with events held at schools/County facilities to support the “green” requirement. This will lead to working closer with student organizations.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> • No job loss. • Unlikely to create new jobs, as most members of the Zero Waste Team will already be students or employees of the school system or County facilities.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> • The goal of the Zero Waste Team is to put an emphasis on recycling efforts which will in-turn reduce the overall waste stream. • Per the visual audit results conducted by HDR, there is potential to divert over 25 percent of the waste stream (by volume) through organics separation/composting efforts.
Potential Cost Implications	<ul style="list-style-type: none"> • Zero Waste Teams would likely be made up of student/employee/staff volunteers and would not require additional pay. • A budget to support Zero Waste Teams, including creating and hosting events, advertisement and outreach efforts, and incentive promotional giveaways for volunteers, may accumulate costs up to \$100,000.
General Implementation Requirements	<ul style="list-style-type: none"> • Would need willing and passionate staff/employees to participate. • Would need to create Zero Waste Teams and identify members (possibly through emails, additional surveys, or outreach from SWMP and/or Zero Waste Champions). • Zero Waste Team funding would need to be allocated from annual budgeting.

2.2.2 Expand Sustainable Purchasing Program

Currently, Fairfax County utilizes the Environmental Preferable Purchasing (EPP) Policy to promote the reduction of waste and support environmental sustainability. The goal of this initiative is to expand the sustainable purchasing program throughout more departments in the County, including public schools. The EPP policy recommends purchasing departments buy supplies that are made of recyclable material, made more sustainably, or could be reused, or from suppliers who use less packaging material. This could be accomplished by targeting various levels of reusable packaging with individual product vendors/suppliers and/or by enacting a departmental or systemwide program using reusable containers. Incorporating specific metrics into the initiative (such as procuring x% of goods in reusable containers) would be helpful.

For example, as part of Fairfax County’s DPMM EPP Buyer’s Guide, it is suggested that each County entity purchase products that are durable, long lasting, reusable or refillable; request that their vendors eliminate packaging or use the minimum amount necessary for product protection to the greatest

extent practicable; request packaging that is reusable, recyclable or compostable when suitable uses exist; and reuse packaging materials.² This can be accomplished by the County communicating with its current suppliers about its environmental objectives and Zero Waste goals to gauge interest among the suppliers. Likely, one or several of the suppliers will be willing to make a sustainable change to leverage its relationship with the County to become leaders in this space.³

It is recommended that the EPP be updated to further support the new Zero Waste Plan, and outreach be expanded for broader adoption of sustainable purchasing systemwide.

Table 2-8. Expand Sustainable Purchasing Program

Option:	Expand Sustainable Purchasing Program
Description of Option	<ul style="list-style-type: none"> • Guide departments and agencies to procure goods and services in alignment with Zero Waste principles such as materials and packaging reduction and reuse, bulk purchasing, product durability and repairability, extended producer responsibility/take-back, recyclability, and prioritizing suppliers that minimize or eliminate waste during manufacturing, integrate recycled content and/or support a circular economy. • Such procurement practices can be enabled by an enforceable sustainable purchasing policy, as well as other mechanisms such as standardized language for solicitations and contracts, Zero Waste specifications for targeted products and services, a Zero Waste purchasing guide, and pledges for agencies and/or key suppliers.
Actions/Potential Challenges	<ul style="list-style-type: none"> • Enforcing use of the EPP and EPP Buyer’s Guide without a Fairfax County Board of Supervisors (FCBOS) issued directive may be difficult. • Recycled/sustainable materials could potentially be more expensive than current materials. However, the purchase of sustainable products can stimulate demand and influence markets, which could in turn positively affect pricing and availability.⁴ • Getting vendors to agree to packaging changes in their operations and materials purchasing. This may involve contract re-negotiations. • Getting County staff/employees to actively participate in packaging reuse. This may require additional storage needs and trainings.
Benefits/Impacts	<ul style="list-style-type: none"> • Enforcing the sustainable purchasing program would increase the amount of reusable material that is circulated by either purchasing material with post-consumer recycled content or items from the local warehouse. • Would promote sustainable initiatives and set the standard for future County/third-party negotiated contracts. Vendors offering “green” products would be more likely to win contracts. • Mitigate the amount of packaging disposed after one use and the total amount of waste being landfilled. • Promotes sustainability and environmental stewardship.

² Fairfax County Environmentally Preferable Purchasing Buyer’s Guide. Department of Procurement & Material Management.

³ [Packaging waste 101: the solutions – Supply Chain Solutions Center \(edf.org\)](https://www.edf.org)

⁴ “Fairfax County Green Purchasing Accomplishments”. Word document provided by Fairfax County.

Option:	Expand Sustainable Purchasing Program
Short-term or Long-term Option	<ul style="list-style-type: none"> • Long-term • It would take time to identify vendors who could and would be willing to make changes to their packaging and operations. It could be timely if contract negotiations/re-negotiations are required.
Interaction with Other System Components	<ul style="list-style-type: none"> • Enforcing the sustainable purchasing policy would work alongside newly established regulations banning single-use plastics. • The potential need for increased budgets to purchase the more sustainable options would be incorporated through the expansion or reallocation of grant funding. • Could imitate the process used at existing Reuse Centers (such as the Logistics Center Complex/ FCPS Central Warehouse).
Potential for Job Loss/Creation	<ul style="list-style-type: none"> • One or two FTE staff could be hired to manage the Sustainable Purchasing Program • The handling and storage of packaging material for reuse would likely fall under the responsibility of existing staff.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> • By purchasing products that can be reused and are made from recycled material, single-use items are not bought and then thrown away and disposed of in a landfill. • Part of the EPP also encourages vendors to reduce the amount of single-use plastic film as part of their packaging.
Potential Cost Implications	<ul style="list-style-type: none"> • Although the change to more sustainable products may cost more, the overall cost savings in disposal or maintenance fees could outweigh the cost of purchasing single-use items. This would be determined during contract negotiations. • One or two FTE staff could be hired to manage the Sustainable Purchasing Program.
General Implementation Requirements	<ul style="list-style-type: none"> • Would require extensive County research on available vendors, contract negotiations, and planning development to implement sustainable packaging goals and targets for interested vendors. • Would need to train staff/employees on packaging reuse and implement organized materials storage methods. • Would likely require direct enforcement by the County, likely through enforcement of the EPP Policy to all County facility and FCPS entities. • The County could also potentially work with the National Stewardship Action Council to establish extended producer responsibility (EPR) policies that would require vendors to reduce the packaging of their products that they sell to County departments.⁵

⁵ [National Stewardship Action Council | United States \(nsaction.us\)](https://www.nsaction.org/)

2.2.3 Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts

Establishing commitments by all County departments, including FCPS, is essential to ensure the Zero Waste Strategies implemented are being carried out. In addition, County departments may need assistance in developing these strategies such as funding and support.

Table 2-9 Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts

Option:	Establish Commitments by all County Departments and Schools to Participate in Zero Waste Efforts
Description of Option	<ul style="list-style-type: none"> To ensure success of a Zero Waste program, commitment by schools and County departments to participate in the program is critical. Individual agencies will need funding for their Zero Waste efforts.
Actions/Potential Challenges	<ul style="list-style-type: none"> There may be some drawbacks due to potential repercussions if a department does not meet the goals set by the County. Proving all strategies to County departments and establishing a way to track commitments chosen by each department versus progress.
Benefits/Impacts	<ul style="list-style-type: none"> This option would hold County Departments and Schools accountable for their Zero Waste efforts
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> Having a Zero Waste Champion at each site would pair closely with this option, because as champion, they would be responsible for the program's well-being. Measuring success through programmatic reporting and waste audits will also support this strategy.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Establishing commitment from County departments is unlikely to create new jobs
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> With an established commitment by facilities and schools, a goal should be set to meet which would greatly impact waste diversion by requiring facilities and schools to meet their goals.
Potential Cost Implications	<ul style="list-style-type: none"> It is assumed participants of this strategy will be in a voluntary role made up of current staff or Zero Waste Champions. Making P&E materials to provide outreach on the different strategies chosen in the Zero Waste Plan.
General Implementation Requirements	<ul style="list-style-type: none"> Establishing a way to monitor the commitments made by each department and tracking their progress on a set basis.

2.2.4 Establish Programmatic Reporting of Activities by County Departments and Schools

The FCBOS could require County facilities and schools to report materials diversion rates quarterly (ideal) or annually to track the progress of implemented Zero Waste strategies/programs and directly gauge their effectiveness. Currently within the County, the Department of Public Works Environmental Services-Solid Waste Management Program (DPWES-SWMP) Newington Collection Complex tracks daily recycling volumes for both commingled recyclables and yard waste. The County's Logistic Center Complex manages and monitors the reuse/sale of surplus and plans to pursue Zero Waste Certification which would formalize its data tracking procedures. As part of the Green Business Certification Inc.'s (GBCI) TRUE Rating System, one way to receive credit towards Zero Waste Certification through Zero Waste reporting is to compile monthly data of each commodity and waste stream, showing overall annual average diversion rates (based on weight) from a landfill, incinerator or the environment of 90 percent or better.⁶ Requiring monthly hauling data differentiating between disposed and diverted data from contracted entities, both public hauling for County facilities and private hauling for County schools, could be the long-term goal, but quarterly reporting would be much easier to manage for a newly implemented requirement. The FCBOS requiring self-reporting from each entity, likely based on hauling data, could create a detailed vast database of diversion rates and better pinpoint exactly where improvements could be made through allocated funding and program planning.

Table 2-10 Establish Programmatic Reporting of Activities by County Departments and Schools

Option:	Establish Programmatic Reporting of Activities by County Departments and Schools
Description of Option	<ul style="list-style-type: none"> Establish a system and protocol for County facilities and schools to assess and report on their waste generation, Zero Waste goals. Additionally, facilities and schools can report progress made toward Zero Waste and initiate requests for resources needed.
Actions/Potential Challenges	<ul style="list-style-type: none"> Getting each County facility and school to actively participate in self-reporting. Getting haulers (both public and private) to agree to report diversion rates quarterly and report on multiple specific material categories. Would take additional staff effort to make a standardized electronic reporting system.
Benefits/Impacts	<ul style="list-style-type: none"> Would likely create a detailed vast database of diversion rates that would help better identify which entities could improve and possibly which materials could be recovered better. Would hold facilities and schools accountable for their Zero Waste programs.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term This requirement would ideally come from a FCBOS-issued directive. Prior to that, a standardized reporting method template and process would need to be developed and County entities (i.e. designated Zero Waste Advocates/Champions) trained on how to report. Private hauling contracts may also need to be renegotiated to include quarterly reporting.
Interaction with Other System Components	<ul style="list-style-type: none"> Zero Waste Champions would likely be responsible for tracking and reporting. The results directly gauge the success of the implemented waste diversion programs supporting the commitment that was established for the Zero Waste effort.

⁶ [TRUE RatingSystemGuide_02.10.2021.pdf \(gbc.org\)](#)

Option:	Establish Programmatic Reporting of Activities by County Departments and Schools
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Would mainly fall under the responsibility of existing staff designated as the Zero Waste Champions but may need to hire someone part-time to prepare quarterly diversion reports.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> The reporting results could identify more specific materials to target for landfill diversion through recycling, reuse, or recovery.
Potential Cost Implications	<ul style="list-style-type: none"> Advocates/Champions may want or need to be incentivized in order to participate in self-reporting. A 0.15 FTE may be needed to prepare the quarterly diversion reports for County businesses and schools (\$18,000 per year).
General Implementation Requirements	<ul style="list-style-type: none"> The FCBOS would need to approve this reporting requirement and an entity (possibly the SWMP or DPMM) would need to enforce it. That entity would also need to standardize the reporting system initially and evaluate and keep record of all reporting after implementation. Reporting could be through electronic means to avoid the use of printed paper manipulatives.

2.2.5 Measure Success: Waste Audits, Reporting, Facility Assessments

Visual waste and recycling audits (on a per volume basis) were conducted at 20 locations as part of the Zero Waste initiative to gather insight into the current baseline conditions of waste management in Fairfax County government facilities, parks, public places and schools. The purpose of the audits was to identify which materials could be diverted from landfilling through recycling, reuse or recovery as well as which materials were contaminating the recycling stream. The results were then ultimately used to identify options that could be implemented to best improve diversion rates and reduce contamination rates. As a way of tracking progress of implemented options, it is suggested waste audits that follow statistical American Society for Testing and Materials (ASTM) D5231⁷ methodology be conducted every three to five years to gauge whether diversion rates are improving and contamination rates are reducing and to track progress.

Table 2-11 Measure Success: Waste Audits, Reporting, Facility Assessments

Option:	Measure Success: Waste Audits, Reporting, Facility Assessments
Description of Option	<ul style="list-style-type: none"> The Zero Waste Team and other stakeholders must conduct a systemwide waste audit/characterization statistical study (following ASTM methodology) every 3 to 5 years to gauge the success of implemented waste diversion options and track progress and milestones. In addition, annual self-assessments and reporting should be required to track overall success.
Actions/Potential Challenges	<ul style="list-style-type: none"> Would likely need to hire a third-party to conduct the audits. Audits would need to be conducted in multiple locations, keeping in mind spatial, any additional Fairfax County staffing, and scheduling needs.

⁷ [ASTM D5231 - 92\(2016\) Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste](#)

Option:	Measure Success: Waste Audits, Reporting, Facility Assessments
Benefits/Impacts	<ul style="list-style-type: none"> Establishes a routine and accurate way of tracking the success of implemented diversion efforts. ASTM methodology follows a specific protocol that should generate accurate and defensible results.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term It is suggested waste audits be conducted every 3 to 5 years. Waste audits could also be conducted at a minimum twice during selected years to account for seasonal changes.
Interaction with Other System Components	<ul style="list-style-type: none"> Audits would be a part of the commitment made by County facilities and schools to participate in Zero Waste efforts. The results directly gauge the success of the implemented waste diversion programs. Procurement could secure a contract with third-party auditors and Zero Waste Champions would likely be responsible for finding any needed volunteers and hosting sorting events.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> A third-party would likely be used and any County staff assisting would likely already be employed.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> The results of the audits could identify more specific materials to target for landfill diversion through recycling, reuse, or recovery.
Potential Cost Implications	<ul style="list-style-type: none"> Each waste audit that follows ASTM methodology typically ranges from \$30,000 to \$50,000. This amount would assume to be doubled if audits were conducted twice during the selected year to document seasonal variations.
General Implementation Requirements	<ul style="list-style-type: none"> The number and specific locations of government facilities, parks, public places, and schools would need to be identified. A third-party consulting company would likely need to be hired to conduct the audits.

2.2.6 Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships

The goal of this initiative is to partner with local and/or national businesses, non-profits, and other local governments to achieve symbiotic goals. Fairfax County has several reuse and donation programs that are run by local organizations. The intent of expanding alternative recycling program partnerships is to reach Fairfax County’s goal of achieving Zero Waste by 2030. Current non-typical recycling programs active in some public schools include plastic bag recycling, chip bag and juice pouch recycling, and marker recycling. This option would require more facilities to incorporate these programs and adopt other programs to increase the diversion rate from the landfills.

The County’s current Logistics Center Complex and FCPS’s Central Warehouse/Forte Center diverts unwanted but reusable materials from landfills. The Zero Waste operations of the warehouses incorporate vehicles, scrap metal, recyclable material, and single-source material. These programs could be expanded through additional reuse centers or by calling more attention to current operations.

A systemwide backhauling program to recover recyclable materials could also be implemented for landfill diversion. Key, high-value recyclables could be targeted to extract better revenue from these commodities. For example, backhauling options with DPMM’s Logistics Center Complex or FCPS’

Central Warehouse/Forte Center could be explored to directly collect cardboard from facilities/schools and store it at their warehouses either for reuse or for recycler pick-up. Clean cardboard is a highly valued commodity that retails for an average of about \$95 per ton⁸.

It was noted during the audit that the Warehouse contained a large amount of plastic film for shipping wrap that is discarded in the waste stream. The current MRF cannot handle plastic film, however, a local recycling facility has the capability. When previously discussed during the audit, the Warehouse alone does not have the required amount of plastic to be sent to the facility. If Fairfax County coordinates with other facilities to collect additional plastic film, it is likely that there would be enough plastic film collected to be able to use the local recycler as a resource and divert additional waste from entering landfills.

Table 2-12. Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships

Option:	Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships
Description of Option	<ul style="list-style-type: none"> Establish or expand current alternate recycling/reuse/recovery programs for all schools and government facilities. Establish more programs to include other recyclable material that is not currently accepted as part of conventional recycling efforts, including C&D debris. Partner with local and/or national businesses, non-profits, and other local governments to help reach Zero Waste goals. Seek out new and innovative solutions within the business community that can help reach Zero Waste goals.
Actions/Potential Challenges	<ul style="list-style-type: none"> To expand collection programs at more facilities, budgets would need to be increased to allow for new contracts. The County can support the idea of an established reuse center that collects a broad range of materials that is not currently accepted in their recycling program. For example, plastic film could be collected at the Logistics Center Complex as a vendor has been identified that will purchase the plastic film if the aggregated tonnage reaches a certain amount. The Logistics Center Complex currently does not produce enough plastic film on its own to reach this necessary amount. The County could consider additional promotion of existing reuse opportunities, such as independent reuse centers and the Logistics Center Complex and FCPS Central Warehouse program, through outreach efforts. Negotiating contracts with County warehouses to backhaul recyclable materials from County facilities and FCPS locations while also ensuring the warehouses & facilities have enough available storage capacities.
Benefits/Impacts	<ul style="list-style-type: none"> The expansion of recycling/reuse programs would increase the diversion rate of non-traditional recycled materials. Backhauling of recyclable materials could generate increased revenue for cleaner, separated materials.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term

⁸ [Recycling Markets - Secondary Fiber Online®](#)

Option:	Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships
Interaction with Other System Components	<ul style="list-style-type: none"> Expanding current programs would interact with the goal to conduct annual waste audits, by closely monitoring the waste on a collection basis. As budgeting may become an issue with expanding programs, grant funding could help the schools/facilities overcome this issue. Education on additional recyclable items would need to be provided by the Zero Waste Advocates/Green Teams to ensure that students and staff understand that a new item they thought was waste can now be separated to be recycled. Reuse Center – The Logistics Center Complex/FCPS Central Warehouse (Forte Center) is a prime example of sustainable reuse and could teach other entities best practices. This option could expand on the current operations at the Logistics Center Complex and FCPS Central Warehouse. Backhauling services could be added to operations.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Add an internal position to oversee this option. Backhauling option could require additional staff at Logistics Center Complex and FCPS Central Warehouse. Collecting the County’s plastic packaging that is unable to be used again and sending to the local recycler would divert a large amount of recyclable material that cannot be processed at the MRF.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Expanding current diversion programs to more facilities should decrease the amount of recyclable material entering the waste stream.
Potential Cost Implications	<ul style="list-style-type: none"> The expansion of programs into all schools and County facilities would require additional funding to pay for third-party contracts. Assuming 1 FTE job to overlook, educate, and manage the program, staffing would be approximately \$120,000. Assume 2 FTE jobs for a systemwide backhauling program would be approximately \$240,000. Initial capital cost of outreach and educational briefings of new programs would be approximately \$25,000.
General Implementation Requirements	<ul style="list-style-type: none"> Would need to identify and establish contracts with alternative recycling programs/vendors. SWMP will have to do research on haulers collecting additional recyclable items to learn the most efficient way to collect the highest amount of materials. Additional education will be needed if new sorting bins are established at schools and facilities to reduce contamination. Resources such as staff time to research programs and partners and to promote the center. Support activities by providing education on the County website. Would require County warehouses to agree to participate in systemwide backhauling of key recyclable materials produced at County facilities and FCPS locations.

2.2.7 Launch a Reusable Packaging Program

Per the trash and recycling audits, approximately 60 percent of Fairfax County’s recycling is made up of cardboard (by volume). Transitioning to reusable packaging could significantly decrease the amount of material (cardboard and other packaging material) in the waste stream.

A reusable packaging program could be implemented in which key suppliers who make frequent deliveries to the County and FCPS would deliver products in durable, reusable packaging that they would either take back at the time of delivery or pick up during the following delivery. The suppliers would then need to reuse that packaging in future deliveries, creating circular systems. Technical assistance as well as funding would be provided to participating suppliers by the Zero Waste program.

The FCPS Central Warehouse/Forte Center (Warehouse) is a working example of another model of packaging reuse: extending the life of cardboard packaging. The Warehouse removes items purchased in bulk from its cardboard packaging and separates the items into individually categorized storage bins. The cardboard boxes are carefully broken down and stored in a specific location in the Warehouse until they are needed for reuse. When a school requests multiple products from the warehouse, the items are packaged using one of the cardboard boxes used in the original delivered packaging. This model could be implemented at additional County and FCPS locations where a circular reuse system is not possible.

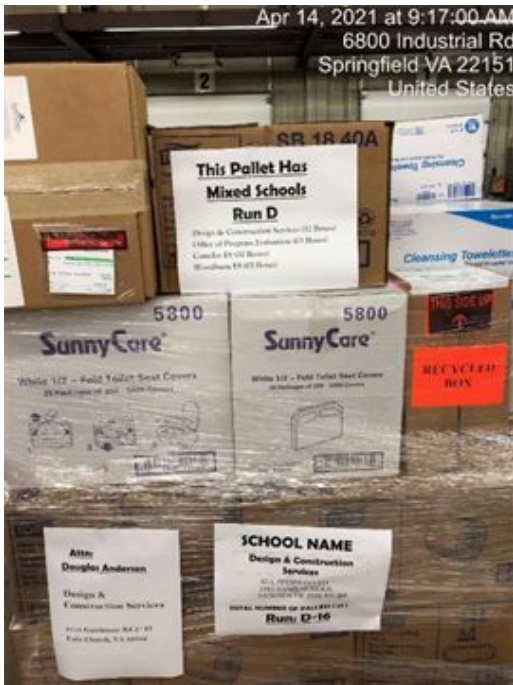


Figure 2-1. FCPS reuses bulk product packaging for future shipments.



Figure 2-2. Bulk items are removed from initial packaging and stored in individual organized containers.



Figure 2-3. Cardboard boxes and pallets are saved for reuse.

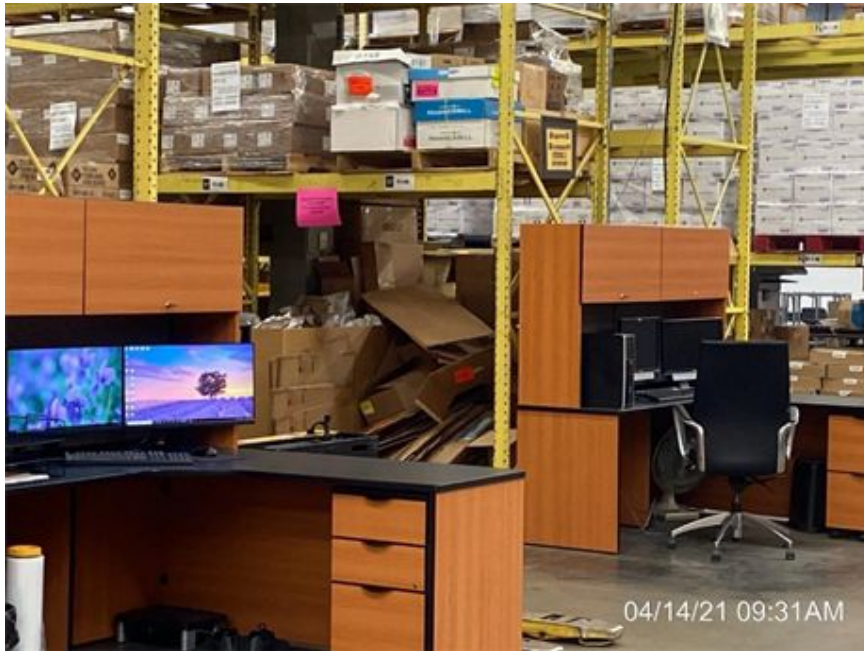


Figure 2-4. Cardboard boxes are saved and stored for eventual reuse.

Table 2-13 Launch a Reusable Packaging Program

Option:	Launch a Reusable Packaging Program
Description of Option	<ul style="list-style-type: none"> Incentivize and incubate reusable packaging systems with key suppliers, including building on FCPS and County warehouses' existing reuse practices.
Actions/Potential Challenges	<ul style="list-style-type: none"> Suppliers may charge more for reusable material or new suppliers would need to be researched and contracts negotiated with reusable packaging.
Benefits/Impacts	<ul style="list-style-type: none"> Divert packaging material from disposal or recycling to reuse.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> This program would work with the sustainable purchasing program to research the packaging material that will be used in shipments of supplies. The single-use plastic ban would play an important role in packaging material, requiring more durable options that can be used multiple times.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> There is unlikely potential for job creation as the responsibility of this organization would be a County employee already responsible for contracts. Collecting the County's plastic packaging that is unable to be used again and sending to the local recycler would divert a large amount of recyclable material that cannot be processed at the MRF.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> This would reduce the amount of waste going into the waste stream due to packaging materials being used many times.
Potential Cost Implications	<ul style="list-style-type: none"> Initially the upfront cost may be higher to obtain durable, reusable packaging. However, over time it is likely that the cost will decrease with the decreased amount of packaging supplies necessary. No additional FTE should be required as this task would be a part of procurement responsibilities.
General Implementation Requirements	<ul style="list-style-type: none"> Finding the right supplier and generating a contract that will have the material used as many times as possible before losing its durability.

2.2.8 Establish or Expand Edible Food Rescue and Donation Program

The United States Environmental Protection Agency (EPA)⁹ and other nationwide organizations¹⁰ have adopted food rescue programs that donate edible leftover cafeteria food to shelters, food banks, and other organizations that can utilize edible food. This initiative can help Fairfax County adopt similar

⁹ [https://www.epa.gov/sustainable-management-food/reduce-wasted-food-feeding-hungry-people#:~:text=Food%20Recovery%20Network%20\(FRN\)%20Exit,food%20to%20food%20insecure%20communities](https://www.epa.gov/sustainable-management-food/reduce-wasted-food-feeding-hungry-people#:~:text=Food%20Recovery%20Network%20(FRN)%20Exit,food%20to%20food%20insecure%20communities)

¹⁰ <https://www.feedingamerica.org/our-work/our-approach/reduce-food-waste>

programs, strategies, and techniques to become successful in food rescue. The EPA's Food Recovery Hierarchy is shown in Figure 2-5.

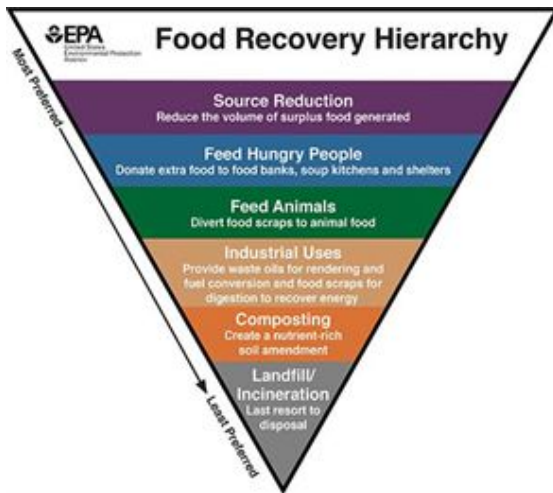


Figure 2-5. EPA Food Recovery Hierarchy

Table 2-14. Establish or Expand Edible Food Rescue and Donation Program

Option:	Establish or Expand Edible Food Rescue and Donation Program
Description of Option	<ul style="list-style-type: none"> Expand food rescue and donation programs at schools and introduce programs to County governments. Unused food from primarily school cafeterias and government buildings can be donated to food banks and local shelters.
Actions/Potential Challenges	<ul style="list-style-type: none"> Determining the quantity and quality of food to be collected. Identifying organization that can utilize edible food. Determine the logistics of collecting and delivering edible food.
Benefits/Impacts	<ul style="list-style-type: none"> The food rescue program would benefit the surrounding community by providing fresh edible food that would have gone to waste and then a landfill for disposal. More people benefit from the food that is currently available. Less organic waste enters the waste stream.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> This program could work with the Board-directive for organics/food disposal ban, not allowing fresh, edible food to be sent to waste. Also, food that is not deemed high-quality could be sent to organics collection and processing rather than the waste stream.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> There is potential for job creation. There is a need for a company to collect all the remaining food and deliver to the local shelters.

Option:	Establish or Expand Edible Food Rescue and Donation Program
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Based on the EPA's Feeding America, in 2020, 4 billion pounds of groceries, including 1.8 million pounds of fresh produce was rescued and delivered to homes and shelters in need of food.¹¹ While the County and FCPS impact will be a portion of that, food diversion can be directly measured.
Potential Cost Implications	<ul style="list-style-type: none"> This would require additional employee assistance, estimating 0.25 FTE costing \$30,000. P&E such as flyers, web support, and other outreach materials would equate to about \$25,000. In total, this initiative would cost about \$55,000 during the first year.
General Implementation Requirements	<ul style="list-style-type: none"> The potential need for regulations/policies on the quality of food to donate.

¹¹ [Fighting Food Waste in America | Feeding America](#)

2.3 Theme #3: Facility Upgrades

The following options involve improving each facility that will directly impact waste diversion rates by installing and implementing more Zero Waste management options.

2.3.1 Design and Retrofit for Zero Waste

Design and retrofit projects for County facilities and schools should include consideration and analysis of impact on Zero Waste. Configurations of facilities should include space for Zero Waste stations within the buildings. Loading dock and materials management areas should be designed to accommodate additional space that may be needed for diversion and Zero Waste.

Table 2-15 Design and Retrofit for Zero Waste

Option:	Design and Retrofit for Zero Waste
Description of Option	<ul style="list-style-type: none"> Design and retrofit projects should include consideration and analysis of impact on Zero Waste. Configurations of facilities including for diversion and waste management activities and addition of Zero Waste stations should be part of considerations. Loading dock and materials management areas should be designed to accommodate additional space that may be needed for diversion and Zero Waste.
Actions/Potential Challenges	<ul style="list-style-type: none"> Additional design considerations must be made for areas for diversion when County and FCPS facilities are initially designed or retrofitted. Diversion activities including reuse and recycling may use additional space that will no longer be able to be utilized for other purposes.
Benefits/Impacts	<ul style="list-style-type: none"> Designing with Zero Waste in mind will benefit in increased opportunities to decrease waste sent to landfill. Additional space dedicated to Zero Waste may result in less available space for primary building activities. Opportunities for diverting additional material may decrease overall waste and create additional space for diversion activities.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> Design and retrofit for Zero Waste could work with the Office of Environmental and Energy Coordination Silver LEED certification for projects greater than 10,000 square feet¹². Building and remodeling with diversion in mind is one of the opportunities for LEED.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Limited potential for job creation.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Providing space and infrastructure for diversion activities and Zero Waste will potentially have a significant positive impact on diversion rates.

¹² <https://www.fairfaxcounty.gov/environment-energy-coordination/green-building>

Option:	Design and Retrofit for Zero Waste
Potential Cost Implications	<ul style="list-style-type: none"> The addition of square footage for diversion activities either through remodeling an existing building or a new building will likely have a cost impact. Each project should be evaluated on its own with an understanding that LEED building may add cost. Reduction of waste and increases in diversion may result in less costs over time, however it is unknown the extent of these potential cost changes.
General Implementation Requirements	<ul style="list-style-type: none"> Similar to the current required Silver LEED certification for new buildings over 10,000 square feet, standards and expectations for access to infrastructure for diversion should be developed for building of smaller facilities and remodeling of existing facilities. A Board-directive to design and retrofit with adequate space for Zero Waste will require buildings to provide areas for diversion activities.

2.3.2 Standardize and Increase Waste Receptacles and Signage

Incorrect labeling of waste/recycling/organics receptacles and not having enough receptacles causes reduction in diversion due to user error and less participation in appropriate materials placement. For example, the County has single-stream recycling. If only bottle and can receptacles appear to be present, then the recycling stream is missing valuable paper collections and vice versa. Consistent user experience both within facilities and across facilities with respect to waste diversion receptacles is important to program success. Both receptacles should either be presented together or replaced with one centralized blue container with clear signage for all accepted recyclable materials. Figure 2-6, Figure 2-7, Figure 2-8, and Figure 2-9 show additional County-specific examples of where improvements and standardization could be made.

This option is one of the easier and more straight-forward options to implement. The most time-consuming part is evaluating each County facility (including parks) and FCPS locations for what each one needs in terms of additional recycling and/or compost bins, enhanced or new exterior dumpsters, additional labeling and appropriate signage placement. It is recommended that designated Zero Waste Advocates/Site Champions in charge of each facility be responsible for evaluating their assigned locations for their current needs.



Figure 2-6. Incorrect labeling of trash can as composting container.



Figure 2-7. Only having bottle and can blue recycling containers in the vicinity makes users believe paper is not collected.



Figure 2-8. Incorrect labeling of exterior County dumpster; the County has single-stream recycling and also collects bottles/cans. The dumpster could also be painted blue to clearly indicate it is a recycling receptacle.



Figure 2-9. Cardboard slots on exterior dumpsters makes user believe only cardboard is accepted. Suggest replacing or enhancing existing exterior recycling dumpsters to not have or indicate cardboard slots.



Figure 2-10. Elite ErgoCan Three-Stream Station¹³

Table 2-16. Standardize and Increase Waste Receptacles and Signage

Option:	Standardize and Increase Waste Receptacles and Signage
Description of Option	<ul style="list-style-type: none"> • Reduce contamination and increase diversion in overall materials stream using standardized, additional, or improved recycling and/or composting interior bins and exterior dumpsters and appropriate/strategic signage, container coloring and placement. • Standardize containers throughout the County for consistent user experience with waste diversion receptacles. Design for Zero Waste, so that existing bins can be used as long as possible. • Signage should be designed for customization depending on each County or FCPS facility's waste composition.
Actions/Potential Challenges	<ul style="list-style-type: none"> • Trash and recycling collection are handled by separate entities between County facilities and FCPS locations (private hauler). • The same types of collection containers are not used throughout the County which can lead to confusion as to how materials are sorted and what is accepted. • People want to be able to recycle but often there are a lack of containers or containers lack visual cues or signage. • Each County facility and school would need to be evaluated for whether they need additional bins, changes to bin/dumpster types, additional or corrected signage, etc. This could potentially be conducted through surveys.
Benefits/Impacts	<ul style="list-style-type: none"> • Signage more clearly identifying appropriately accepted items on or above each container will likely improve contamination and diversion rates. • Giving access to more recycling and/or composting bins will improve usage due to increased convenience and capacity.

¹³ [Recycling, Waste & Compost Station | Trash and Recycle Bins | Recycle Away](#)

Option:	Standardize and Increase Waste Receptacles and Signage
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> Continuous waste audits will help track the success after option implementation. Increased compost bins and signage would be required if the current Composting Pilot Program is expanded. As an educational outreach tool, FCPS students could create their own recycling/composting signs.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Limited potential for job creation.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Appropriate materials disposal/collection into appropriately and clearly labeled containers will increase landfill diversion/recovery, saving landfill space and reduce contamination.
Potential Cost Implications	<ul style="list-style-type: none"> Cost for additional containers for specific materials (e.g., recyclables and/or organics). Costs vary by type of container. Cost to update or customize appropriate signage. Cost to maintain containers. Cost to fix and/or replace exterior dumpsters with ones that have working lids to block rain and vectors, appropriate and clear labeling/coloring, and removal of cardboard container slots. Additional collection costs to empty containers if exterior dumpsters fill up more quickly due to an increased number of interior containers. It is assumed that to add bins, replace and/or enhance dumpsters and correct signage would be about \$1,000 per location. Assuming half of County facilities (including parks) and FCPS locations (about 250 buildings) receive upgrades in the short-term, this would equate to about \$250,000. Annual operations and maintenance (O&M) costs is assumed to be 10 percent of that, so \$100 per building per year, or \$25,000 total. Full implementation across all locations would double these cost estimates.
General Implementation Requirements	<ul style="list-style-type: none"> Ensure that every bottle and can designated blue rectangular receptacle has a mixed paper receptacle next to it, and vice versa. Another option would be to provide one large single-stream blue container for all recyclables. This will mitigate user questions of whether a common recyclable material (e.g., paper or plastic bottle) is accepted or not, as both typically are. Three-stream container units could be deployed that clearly label trash, composting and recycling. (Refer to Figure 2-10 for an example). Maintain same coloring scheme for all bins and dumpsters. For example, MSW would be black, recycling would be blue, and organics would be green. The County could apply for grant funding from outside entities (e.g., Keep America Beautiful, Subaru or America) to purchase bins or update signage.

2.3.3 Implement Reusable Food Service Ware

It was recognized during the conducted waste audits that the garbage consisted of a lot of single-use plastic cutlery and paper plates. Reducing the amount of single-use materials used and disposed of and implementing reusable serviceware (e.g., silverware and dishware) into school kitchens, cafeterias, and staff kitchens would reduce environmental impacts through production, distribution, and disposal.

Installing dishwashers in small staff/employee kitchens/breakrooms or larger commercial kitchens serving cafeterias (e.g., government centers and schools) would directly complement and promote the use of reusable silverware/dishware in lieu of single-use disposable materials (typically non-recyclable plastic or paper).

Table 2-17. Implement Reusable Food Service Ware

Option:	Implement Reusable Food Service Ware
Description of Option	<ul style="list-style-type: none"> Implement the use of reusable service ware in school kitchens, cafeterias, and staff kitchens to reduce or entirely remove the amount of single-use serviceware purchased and disposed of. Adding or installing dishwashers where practical to County facility and/or school kitchens will promote the use of reusable serviceware and dishware, instead of single-use materials. Long term cost savings may be significant.
Actions/Potential Challenges	<ul style="list-style-type: none"> Disposable serviceware has increased in popularity due to its convenience and potential hygienic benefits, especially during the COVID-19 pandemic. Switching to reusable silverware, plates, cups, trays, etc., would require additional work of collecting and cleaning the items to be reused, while there would be less work needed in receiving, unpacking, and disposing of single-use serviceware and its packaging. Reusable silverware may be thrown away by individuals who are not aware that it is reusable. Each County facility and school would need to be evaluated for if there are existing dishwashers. The size of dishwasher needed will need to be determined. Standards could be set for size of staff kitchen areas, commercial area for school kitchens, and number of meals served. This could potentially be conducted through a survey by Zero Waste Champions. Each building's electricity and plumbing sources would need to be evaluated to determine feasibility of dishwasher installation. While long-term savings from using high-quality, durable serviceware could be significant, the equipment and installation requirements can be costly upfront investments During the waste audits, employees appeared to want dishwashers but were wary of costs
Benefits/Impacts	<ul style="list-style-type: none"> The major impact of reusable food/beverage serviceware is the reduction of single-use waste in the waste stream. Reduces the need for individual food/beverage packaging (e.g., could buy milk in larger containers and pour into reusable cups instead of buying individual smaller milk cartons). Promotes environmental stewardship.

Option:	Implement Reusable Food Service Ware
Short-term or Long-term Option	<ul style="list-style-type: none"> • Long-term • It will take some time to properly identify which locations should receive dishwashers. A few locations could be chosen every year for installation, pending available funding and budgeting.
Interaction with Other System Components	<ul style="list-style-type: none"> • The introduction of reusable serviceware would benefit with the introduction of dishwashers in cafeterias or staff kitchens.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> • This option has the potential to create jobs in cafeteria kitchens. • If a dishwasher is purchased, an additional person may be needed to collect all dirty dishes, restock clean dishes, etc.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> • Removing disposable food serviceware from the waste stream would have a direct positive impact on waste reduction.
Potential Cost Implications	<p>Reusable Silverware</p> <ul style="list-style-type: none"> • Assuming 50 percent of schools and government offices switch to reusable serviceware including 25 percent additional inventory of silverware, plates, and cups are purchased per person (95,000 students, 15,000 school staff, and 6,000 government staff) the total cost for forks, knives, spoons, cups, and plates would be about \$509,000. • The cost of reusable silverware and dishware will eliminate the cost for disposable utensils, cups and plates. • At least one 0.5 FTE may be needed to help in collecting and washing silverware at each cafeteria at a cost of approximately \$60,000/year. <p>Dishwasher</p> <ul style="list-style-type: none"> • For employees and staff, a built-in common household dishwasher could be installed in breakrooms or small kitchenettes. Built-in dishwashers typically have two 24-inch-wide racks and typically range from \$300 to \$1,000 in cost per unit. Installation labor costs for just the unit typically range from \$110 to \$270. If plumbing pipes need to be installed, the cost is an additional \$600 to \$1,600 per fixture.¹⁴ Any necessary retrofitting (e.g., countertop installation, cabinet removal or replacement, electrical outlet installation) would be additional cost. • For commercial dishwashers in kitchens for schools and government buildings with large amounts of staff and visitors, the cost ranges depend on the size needed. For small commercial operations, under-counter dishwashers are capable of running 20 to 30 racks per hour (e.g., 24 racks equate to approximately 600 dishes and 864 glasses per hour¹⁵) and typically retail for \$2,000 to \$7,000. For mid-size operations, door-type dishwashers are capable of running 60 to 75 racks per hour (e.g., 63 racks equate to approximately 1,134 dishes per hour and typically retail for \$2,500 to \$11,000. For large-size operations, conveyor dishwashers are capable of running 225 racks per hour (e.g., 202 racks equate to 5,025 dishes and 8,045 glasses

¹⁴ [2021 Dishwasher Prices & Installation Costs - HomeAdvisor](#)

¹⁵ [Commercial Dishwashers & Accessories Buyers' Guide \(katom.com\)](#)

Option:	Implement Reusable Food Service Ware
<p>Potential Cost Implications (continued)</p>	<p>per hour and typically retail for \$13,000 to \$25,000.¹⁶ It is assumed installation costs would range from \$1,000 to \$2,500 per dishwasher.¹⁷</p> <ul style="list-style-type: none"> • The electrical costs to operate a dishwasher can range from \$100 to \$700 per year based on size and frequency.¹⁸ • The average commercial dishwasher typically uses 4 gallons of water per rack.¹⁹ Assuming water costs \$0.01 per gallon and the dishwasher operates 3 times per day, the annual cost to use water for a common small dishwasher is about \$65 and about \$625 to \$7,000 for a commercial dishwasher. • Dishwashers typically last for 10+ years before needing replacement. • In summary, the capital costs including installation for a common small dishwasher is expected to range from \$1,000 to \$3,000 each, and O&M costs are approximately \$200 per year. Assuming 50 percent of all County facilities (including park facilities) and public schools, which would be about 150 County facility locations and 100 FCPS locations, would each receive one new small dishwasher for staff, the total capital cost (with installation) for the maximum scenario would be about \$750,000 and the total annual operating & maintenance cost would be about \$50,000. • In summary, the capital costs with installation for commercial dishwashers, depending on capacity needed, is expected to range from \$3,000 to \$27,500 each, and O&M costs are approximately \$1,325 to \$7,700 per year. Assuming 50 percent of all County facilities (including park facilities) and public schools, which would be about 150 County facility locations and 100 FCPS locations, would each receive one new commercial dishwasher, the total capital cost (with installation) for an average scenario would be about \$3.8 million and the total annual operating & maintenance cost would be about \$1.0 million.
<p>General Implementation Requirements</p>	<ul style="list-style-type: none"> • Facilities need to have enough storage for reusable serviceware. • Funding is needed to purchase materials such as reusable silverware. • Identify locations that could use dishwashers and which type (dependent on needed capacity). • Evaluate buildings for installation ease and feasibility. • Hire plumbers and potentially electricians for installation. • Train kitchen staff to utilize dishwashers and develop operating schedule/procedure. • Utilize reusable dishware/silverware and change habits of staff/employees/students.

¹⁶ [Selecting a Commercial Dishwasher - Active Element](#)

¹⁷ [Compare Dishwasher Installation Cost | 2021 Costimates.com](#)

¹⁸ [Electricity usage of a Dishwasher - Energy Use Calculator](#)

¹⁹ [Ways to Improve Commercial Dishwasher Efficiency | Quick Servant](#)

2.3.4 Install Additional Air Hand Dryers

Installing additional air hand dryers in the bathrooms of public schools and County facilities would greatly reduce the quantity of paper towels being used. From the conducted visual waste audit, it was estimated that an average of 25 percent of the waste (by volume) was made up of other compostables, most of which consisted of low-grade paper (e.g., paper towels). Hand dryers are a sustainable alternative as newer versions are more energy efficient. In addition to reducing waste by switching to hand dryers, facilities could potentially save money as purchasing hand dryers would be a one-time cost (replacement would not likely be needed for 10+ years) instead of buying paper towels on a weekly/monthly basis. Additionally, the annual O&M cost could be significantly less than continued purchasing of single-use paper towels.

Table 2-18. Install Additional Air Hand Dryers

Option:	Install Additional Air Hand Dryers
Description of Option	<ul style="list-style-type: none"> Air hand dryers are more sustainable compared to paper towels in bathroom facilities. Long term cost savings may be significant.
Actions/Potential Challenges	<ul style="list-style-type: none"> Funding to buy and install new hand dryers. Electrical fittings may need to be installed increasing installation costs.
Benefits/Impacts	<ul style="list-style-type: none"> Potentially less expensive than annually purchasing paper towels. Reduce single-use paper towel waste from entering the waste stream.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> If a composting/organics ban is implemented, switching to hand dryers will help get rid of the need for paper towels.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> No jobs are anticipated to be lost or created.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Ideally eliminate paper towel waste from County and FCPS facility bathrooms.

Option:	Install Additional Air Hand Dryers
Potential Cost Implications	<ul style="list-style-type: none"> Based on complexity, air hand dryers can range from \$400 to \$600 per unit.²⁰ It is assumed installation costs will be 10 percent of that, or \$40 to \$60 each. Cost of electricity - \$0.22/hour.²¹ It is assumed each hand dryer would run for a total of 2 hours per day (each unit runs for 30 seconds, 2 cycles each, 10 people per hour). Assuming 50 percent of all County facilities (including park facilities) and public schools, which would be about 150 County facility locations and 100 FCPS locations, would each receive 10 new air hand dryers, the total capital cost with installation for the maximum scenario would be about \$1.65 million and the total annual O&M cost would be about \$286,000. Comparatively, a family of four typically uses 2 rolls of paper towels every week, or 0.5 rolls per person. Assuming a 2-roll pack sells for \$5, this would be about \$1.25 per 0.5 rolls per week. Half of all County staff and FCPS students and staff is about 116,000 total people. This would equate to approximately \$2.9 million worth of paper towels every year (accounting for schools being open for 40 weeks out of year).
General Implementation Requirements	<ul style="list-style-type: none"> An inventory will need to be taken around each school and facility to confirm if a bathroom needs an air hand dryer.

2.3.5 Install Additional Bottle Filling Stations

The installation of more automatic, touchless and filtered bottle filling stations at County facilities and schools as shown in Figure 2-11 will help promote the use of reusable water bottles in lieu of single-use plastic water bottles. In schools, this effort would encourage staff and students to “bring your own bottle” (BYOB). Existing standard water fountains as shown in Figure 2-12 could be replaced with these new automatic bottle filling stations. While standard water coolers could also be supplied, the bottle filling stations would not require the continued replacement of the plastic water jugs and would therefore generate less waste. Refer to Figure 2-13.

²⁰ <https://www.prodryers.com/shop-by-brand/excel-dryer/xlerator-hand-dryers/>

²¹ <https://www.exceldryer.com/wp-content/uploads/2019/02/Cost-Savings-Analysis-Dynamic.pdf>



Figure 2-11. Installed Bottle Filling Station at a Current FCPS Middle School (spout currently inoperable due to COVID-19 health and safety regulations).



Figure 2-12. Standard Water Fountain.



Figure 2-13. Standard Water Cooler.

Table 2-19. Install Additional Bottle Filling Stations

Option:	Install Additional Bottle Filling Stations
Description of Option	<ul style="list-style-type: none"> Install more automatic, filtered bottle filling stations in County facilities and schools to encourage the use of reusable water bottles in lieu of single-use plastic water bottles.
Actions/Potential Challenges	<ul style="list-style-type: none"> Each County facility and school would need to be evaluated as to if there are existing bottle filling stations or not. This could potentially be conducted through a survey by Zero Waste Advocates/Site Champions. Each building's electricity and plumbing sources would need to be evaluated to determine ideal locations for station placement. Ideally, the bottle filling stations would replace standard water fountains where a known plumbing source exists. The equipment and installation costs can be fairly expensive so the number and locations of facilities adding stations may need to be limited.
Benefits/Impacts	<ul style="list-style-type: none"> Bottle filling stations encourage staff and students to use reusable bottles or bring their own. Bottle filling stations would reduce the number of single-use plastic water bottles found in the waste stream and ultimately landfilled. Recycled single-use plastic water bottles are not a highly valued commodity, so reducing their use altogether will help with allowing the recycling stream to consist of more highly valued items.

Option:	Install Additional Bottle Filling Stations
Short-term or Long-term Option	<ul style="list-style-type: none"> • Long-term • It will take some time to properly identify which locations should receive stations and if their electrical/plumbing configurations will allow for installation. Locations could be chosen every year for installation, pending available funding and budgeting.
Interaction with Other System Components	<ul style="list-style-type: none"> • This option would complement the option of implementing reusable food serviceware and dishwashers as well as ideally impact the results of future waste audits. • Bottle filling stations would directly complement a ban of single-use plastic.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> • No jobs are anticipated to be lost or created; it is assumed current custodial staff would maintain the bottle filling stations.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> • Bottle filling stations would ideally reduce the number of single-use plastic bottles landfilled.
Potential Cost Implications	<ul style="list-style-type: none"> • The most popular Bottle Filling Stations cost \$1,000 to \$1,500 per unit. • Installation costs are approximately \$500 to \$1,500 per unit, with the lower end of the range having convenient access to electricity and plumbing. Installation typically takes anywhere from 1 to 5 hours per bottle filling stations. • Filters will typically need replacement after 6 months to 1 year. A single filter retails for about \$50. Assuming the filter would be changed twice per year, filters would be about \$100 per unit per year. • On a per unit basis, the capital cost for a new bottle filling station would be about \$3,000 (taking into consideration equipment and installation costs) and the annual maintenance cost would be about \$100 for each unit.^{22,23} • Assuming 50 percent of all County facilities (including park facilities) and public schools, which would be about 150 County facility locations and 100 FCPS locations, would each receive three new bottle filling stations, the total capital cost (with installation) for the maximum scenario would be about \$2.3 million and the total annual O&M cost would be approximately \$75,000.
General Implementation Requirements	<ul style="list-style-type: none"> • Identify locations that could use bottle filling stations as well as how many stations could be installed given budgetary limitations. • Evaluate buildings for installation ease and feasibility. • Hire plumbers for installation. • Designate personnel to maintain the stations and replace filters. This would likely be custodial staff.
General Implementation Requirements	<ul style="list-style-type: none"> • An inventory will need to be taken around each school and facility to confirm if a bottle filling station is needed.

²² [Water Bottle Filling Station Initiative at WoHi.pdf \(worthington.k12.oh.us\)](#)

²³ [Grants for Water Bottle Filling Stations in Schools: The Ultimate Guide \(becausewater.com\)](#)

2.4 Theme #4: Policy Implementation/Board Directives

The following options involve creating and implementing policies or FCBOS issued directives to promote Zero Waste options through and upstream approach.

2.4.1 Establish a Zero Waste Policy

An overarching Zero Waste Policy that encompasses Zero Waste program options, procurement, recycling, composting, etc. could be established. For example, the Policy could help create standard Zero Waste contract language embedded in all County solicitations to signify the importance of Zero Waste to prospective vendors. A Zero Waste purchasing guide could also be created for County and school operational staff. Current online catalogs available to staff could be updated to prioritize or limit product selections to those that are made from a minimum amount of recycled content (e.g., trash bags, trash carts, plastic containers). Zero waste contract specifications/requirement for custodial staff and high-impact contracts (e.g., cafeteria operations, vending) could be implemented as part of this policy. Each department could take a Zero Waste pledge, as facilitated by the designated Zero Waste Advocate/Site Champion, stating that their facility will purchase goods/services in alignment with the goals of the Zero Waste Policy. Similarly, specific, high-impact facilities could pursue Zero Waste Certification as part of this policy. Each policy category could have its own sub-regulation/policy created or updated as needed.

Table 2-20. Establish a Zero Waste Policy

Option:	Establish a Zero Waste Policy
Description of Option	<ul style="list-style-type: none"> Establish an overarching Zero Waste Policy encompassing a myriad of Zero Waste initiatives/programs/goals for Fairfax County departments and schools to follow. Sub-regulations/policies under the Zero Waste Policy umbrella could be created or updated as needed. Examples may include requiring departments and schools to report diversion rates as a tracking method to gauge the progress of the programs and requiring facilities to have accessibility to available avenues for waste, recycling, and composting.
Actions/Potential Challenges	<ul style="list-style-type: none"> Identifying key items/initiatives to address in the Zero Waste Policy initially. Allocating staff time to generate this policy. Policy would likely need approval from FCBOS for enactment.
Benefits/Impacts	<ul style="list-style-type: none"> Creates a centralized and independent policy of Zero Waste initiatives for the County to follow and reference.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> All regulated Zero Waste options/initiatives could fall under this policy.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Possibly hire one additional staff member to write policy language and oversee future enactment.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Would help enforce Zero Waste initiatives and landfill diversion programs.

Option:	Establish a Zero Waste Policy
Potential Cost Implications	<ul style="list-style-type: none"> Possibly 1 FTE job to establish policy and provide program oversight (\$120,000 per year). Outreach and educational briefings would cost approximately \$25,000 as an initial capital cost.
General Implementation Requirements	<ul style="list-style-type: none"> Policy would need to grow as Zero Waste initiative/program options become established and ready for implementation. Would likely need FCBOS approval and support. Could potentially lobby for state/federal policies supporting Zero Waste goals.

2.4.2 Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals

This option includes establishing funding, both through internal and external means, to help fund chosen Zero Waste programs.

In 2005, the County’s Environmental Coordinating Committee (ECC) developed the Environmental Improvement Program (EIP) in response to direction by the FCBOS following the adoption of its Environmental Vision in June 2004. The EIP undergoes a formal project selection and prioritization process of submitted project proposals. County departments have the opportunity each fiscal year to submit proposed projects for review, scoring and consideration. After the set submission period, a staff committee conducts agency interviews for each project, and then evaluates and prioritizes all considered proposals. A final matrix of prioritized projects is then submitted to the Department of Management and Budget and the Chief Financial Officer/Deputy County Executive for consideration in the County Executive’s advertised budget. Approximately \$916,615 is allotted for EIP projects per FCBOS’s current adopted budget.²⁴ Approximately \$10,000 of this total is currently allocated to the Green Purchasing Program. The Green Purchasing Program supports assisting staff in specifying environmental attributes, including recycling, during the County’s procurement process to help contribute to the purchase of green products through the County’s 2,400 contracts, creating fiscal and environmental savings. It is proposed that \$100,000 of the annual EIP funding be repurposed to support Zero Waste options chosen based on this report.²⁵

As a case study example, the Tennessee Department of Environment and Conservation offers a grant portfolio with an 18-month window designed to promote materials management throughout its waste management system. One of the grants applicable to supporting programs and policies is a waste reduction grant which is used to fund equipment designed to establish new collection or processing capacity, improve existing collection or processing operations, or prepare materials for transport and marketing. The Fiscal Year 2018-2019 budget for waste reduction grants was \$3,000,000. The available funding per applicant is capped at \$500,000 and a local match of 50% is required based upon certain economic criteria. Other available grants are for education and outreach efforts and to provide new or expanded organics management services. Two potential grants are to fund recycling and/or composting bins, and to promote the establishment of reuse programs (e.g. fix-it clinics) through

²⁴ [FY 2021 Adopted Budget Summary - Fairfax County, Virginia](#)

²⁵ [FY 2020 Sustainability Initiatives \(fairfaxcounty.gov\)](#)

hosted workshops on waste reduction and reuse, established waste reuse innovation competitions, and conducted tours of entities with exemplary waste reduction and reuse programs. The reuse grants would be expected to range from \$100,000 to \$500,000 per year based on potential diversion impacts.²⁶

Other ways to achieve funding is through outside entities, such as government-based grants, corporate sponsorships, and/or private funding. For example, the EPA has a database of available grants for many facets of solid waste management. There are currently grants for single-use plastics recycling (valued between \$1.5 million and \$2.5 million) and sustainable materials management (valued at \$85,000).²⁷ As another example, the Closed Loop Fund (CLF), a New York-based social investment group that raises funds for investment in sustainable consumer goods, advanced recycling technologies and the development of the circular economy,²⁸ funds replicable, scalable, and financially sustainable recycling infrastructure and innovation projects that involve collection, sortation, processing or reclamation, and end product manufacturing. CLF provides zero interest loans to municipalities. CLF’s typical loan size is \$3 million to \$5 million with 3- to 10-year terms where each loan is secured by collateral.²⁹ As an additional example, in 2016, the Dr. Pepper Snapple Group and Keep America Beautiful grant program provided funding for 900 recycling bins in parks across the country.³⁰ The non-profit sustainability group Annapolis Green donated 22 recycling bins to be placed in public parks around the City funded through a grant from the Dr. Pepper Snapple Group and Keep America Beautiful worth \$11,000. Similarly, grant funding from Keep America Beautiful and its supporting companies (e.g., Nestle Waters, UPS Foundation, Waste Management, the City, South Carolina Ports Authority) has allowed the installation of recycling and trash bins in 20 of the City of Charleston, South Carolina’s parks over the course of 9 years.³¹

Table 2-21. Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals

Option:	Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals
Description of Option	<ul style="list-style-type: none"> Establish funding, through internal reallocation of funds and/or external receipt of grants, to help fund Zero Waste programs. Initial costs should include six new full-time positions and further resources needed in the long term.
Actions/Potential Challenges	<ul style="list-style-type: none"> Adjusting current internal funding to allocate money towards Zero Waste initiatives/programs. Requires extensive research and applications of available grants. Requires dedicated individuals to actively apply for available grants.

²⁶ [SWMP Complete.pdf \(nashville.gov\)](#)

²⁷ [Search Grants | GRANTS.GOV](#)

²⁸ [Closed Loop Fund - OECD Ocean](#)

²⁹ [Apply for Funding - Closed Loop Fund - Closed Loop Partners](#)

³⁰ [Group donates 22 recycling bins for use in Annapolis parks - Capital Gazette](#)

³¹ [Introduction \(charleston-sc.gov\)](#)

Option:	Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals
Benefits/Impacts	<ul style="list-style-type: none"> Grants would help fund Zero Waste programs which could increase diversion rates and decrease contamination rates. Not very costly if built into current employee salaried time and work responsibilities.
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> Grants would directly aid in the implementation of the Zero Waste options.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Likely would not create new jobs as responsibilities could fall under existing staff designated as Zero Waste Advocates/Site Champions or representatives of Fairfax County's SWMP or DPMM. Could possibly hire an additional staff member to obtain and oversee grant funding programs.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Increase materials diversion rates.
Potential Cost Implications	<ul style="list-style-type: none"> 1 FTE may be needed to oversee the grant funding programs (\$120,000 per year).
General Implementation Requirements	<ul style="list-style-type: none"> The County would need to undertake research on the type of grants that could be applicable. Evaluation and award of internal grant applications for Zero Waste programs would be required (already occurs as part of current EIP).

2.4.3 Establish Board Directive/Policy for Organics or a Food Disposal Ban

Implementing directives by FCBOS to ban organics and food waste from entering landfills can potentially reduce greenhouse gas emissions and reduce the quantity of waste. Multiple states and municipalities have recently adopted organics' bans to mandate the separation of organics to reduce the waste stream of compostable material.³²

Table 2-22. Establish Board Directive/Policy for Organics or a Food Disposal Ban

Option:	Establish Board Directive/Policy for Organics or a Food Disposal Ban
Description of Option	<ul style="list-style-type: none"> Establish directives/policies that divert organics and food waste away from incinerators/landfills into composting facilities. At a minimum set certain limits for disposal of organics as trash. Make food waste diversion accessible throughout County departments and schools.
Actions/Potential Challenges	<ul style="list-style-type: none"> Enforcing separation of organics at the source while minimizing contamination.
Benefits/Impacts	<ul style="list-style-type: none"> Reduction in hauling and tipping costs for waste. Reductions in greenhouse gases.

³² <https://www.biocycle.net/organic-waste-bans-recycling-laws-tackle-food-waste/>

Option:	Establish Board Directive/Policy for Organics or a Food Disposal Ban
Short-term or Long-term Option	<ul style="list-style-type: none"> Long-term
Interaction with Other System Components	<ul style="list-style-type: none"> Organics diversion can be taught in coordination with educational outreach programs to teach what can/cannot be composted. The Green Team and Zero Waste Advocates/Site Champions can help enforce separation of organics without contamination. Organics separation would require additional equipment, such as new organics bins.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Although this may require additional contracts with different haulers, this program is unlikely to result in creation or loss of jobs internally within County departments.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> From the visual waste audit performed by HDR, by volume, an average of 25% of waste was “Other Compostables” and 5% was “Recoverable Food” which would reduce the waste stream 30% by volume.
Potential Cost Implications	<ul style="list-style-type: none"> P&E such as flyers, web support, and other outreach materials could cost approximately \$25,000. Costs associated with an organics collection program (Refer to Section 2.3.1).
General Implementation Requirements	<ul style="list-style-type: none"> Advertise throughout schools and facilities to emphasize the importance of separating organics. It would be necessary to ensure there is enough capacity for increased incoming organics tonnage at the processor location, either at the currently used composting facility, any additional facilities, or the I-95 Landfill Complex and I-66 Transfer Station sites that currently accept food waste drop-off from County residents.

2.4.4 Establish Board Directive/Policy to Ban Single-use Plastics

Virginia’s 2020 House Bill 533 banned expanded polystyrene food service containers. This bill requires certain restaurants to stop using such containers by July 1, 2023 and all food vendors by July 1, 2025. In addition, Roanoke, Virginia became the first local government in the state to implement a plastic bag ordinance. Other states such as New York, have also placed bans on plastic bags and plastic straws.

In March of 2021, the Governor of Virginia released a statement about the new Executive Order 77 which would phase out and ban single-use plastics. After 120 days from the executive order taking effect, state institutions of higher education are required to discontinue the buying/distribution of disposable plastic bags, single-use plastic and polystyrene food service containers, plastic straws and cutlery, and single-use plastic water bottles. Exemptions were included for medical/public health and safety uses; however, state agencies are required to create a plan to phase out non-medical single-use plastic by 2025. The intent of the executive order is to address the fact that most plastics are not compostable and that less than 9 percent of plastics are recycled properly in the United States.³³

³³ [Virginia Governor Ralph Northam - March](#)

Fairfax County can establish a board directive to ban single-use plastics in schools and government offices.

Table 2-23. Establish Board Directive/Policy to Ban Single-use Plastics

Option:	Establish Board Directive/Policy to Ban Single-use Plastics
Description of Option	<ul style="list-style-type: none"> Establish FCBOS Directive/Policy to enact a ban on single-use plastics in school and government facilities.
Actions/Potential Challenges	<ul style="list-style-type: none"> Many people find single-use plastics convenient, and this option would involve changing behavior. A ban on plastic bags would reduce the problems caused by plastic bags being placed in recycling bins. Plastic bags can jam the recycling machines resulting in increased costs of processing recyclables due to downtime of machines and/or repair.
Benefits/Impacts	<ul style="list-style-type: none"> Removing single-use plastics from the waste stream would have a direct positive impact on the amount of waste generated. Removing plastic bags from the waste stream would decrease contamination in the recycling stream.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> Progress can be tracked through waste audits and diversion reporting. Materials such as plastics bags could be collected and delivered to appropriate recycling centers by Green Teams or designated Zero Waste Advocate/Site Champion. Removing single-use service ware from cafeterias in schools and government office buildings.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Limited potential for job creation.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Decrease in the amount of single-use plastics in the waste stream.
Potential Cost Implications	<ul style="list-style-type: none"> Education and outreach would be necessary to ensure single-use plastics are not used as well as describing the benefits of this option. This could be estimated as an annual cost of \$25,000. Costs associated with reusable service ware and dishwashers (refer to Section 2.3.3).
General Implementation Requirements	<ul style="list-style-type: none"> Additional education for staff/employees and students will be required.

2.4.5 Support Legislative Actions at The State and Federal Levels

Per Fairfax County’s Code of Ordinances (Chapter 109.1-Article 2), non-residential County-owned entities (e.g., maintenance facilities) are only required to recycle cardboard and mixed paper. This ordinance could be expanded to include all recyclable materials, including plastic bottles and cans through a Board-issued directive. This directive would likely be an easier short-term option to implement for waste and recycling as most, if not all, County facilities and schools already have access

to both types of collection. It would expect to take longer for a composting directive to be implemented as a standardized composting/organics collection system does not currently exist on a County-wide level. The existing Compost Pilot Program could be expanded to make a standardized collection system. Requiring accessibility to waste and recycling, and potentially composting, avenues through a Board-issued directive would set the standard for environmental stewardship and responsible materials management practices across Fairfax County entities.

Table 2-24. Support Legislative Actions at The State and Federal Levels

Option:	Support Legislative Actions at The State and Federal Levels
Description of Option	<ul style="list-style-type: none"> Support legislation or amendment of existing legislation such as Extended Producer Responsibility (EPR) and material bans to promote and facilitate the County's Zero Waste goals.
Actions/Potential Challenges	<ul style="list-style-type: none"> Identifying the resources (e.g., recycling bins) needed for each facility and school. This could potentially be through a survey conducted by designated Zero Waste Advocates/Site Champions. Establishment of organics collection and composting program prior to requiring accessibility through a Board-directive. Enforcing this directive and generating enough funding to make EPR or material bans mandatory to County entities.
Benefits/Impacts	<ul style="list-style-type: none"> This would directly require entities to actively participate in materials diversion, reducing the amounts landfilled. Saves landfill space. Promotes environmental stewardship.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term for waste and recycling: Most County facilities and schools already have waste and recycling collection. The biggest challenge will be to require County facilities to actively participate in recycling of other materials in addition to paper/cardboard. Long-term for composting: Organics/composting collection program would first need to be established.
Interaction with Other System Components	<ul style="list-style-type: none"> Designate Zero Waste Advocate/Site Champions for enforcement. Expand or Implement a Compost/Organics Collection Program. Standardize Receptacles (Recycling).
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Internal job creation or job loss is not anticipated for directive establishment itself.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> This effort would likely increase recycling rates and could potentially increase organics diversion rates from landfilling.
Potential Cost Implications	<ul style="list-style-type: none"> No costs anticipated for generating the Board-directive itself. Costs associated with bin, signage, composting collection program implementation, and enforcement through designated Zero Waste Advocates/Champions could be approximately \$25,000 to \$50,000.
General Implementation Requirements	<ul style="list-style-type: none"> The FCBOS would need to approve this accessibility requirement and an entity (possibly the SWMP or DPMM) would need to enforce it. Establish a standard compost/organics collection program before a Board-directive could be issued.

2.4.6 Use Events as a Catalyst to Minimize or Eliminate Waste

The goal of this initiative is to promote sustainability outside of the office or classroom, and call attention to the waste generated at events. Philadelphia, PA has initiated a goal to be “Home of Zero Waste” events by requiring ample recycling bins at events and staff to monitor and advocate for Zero Waste³⁴. This initiative is also to create more green events based on sustainability, similar to the Green Springs Garden events that are currently in place. This creates more opportunities for people to learn about the community and how they can participate in Zero Waste.

Table 2-25. Use Events as a Catalyst to Minimize or Eliminate Waste

Option:	Use Events as a Catalyst to Minimize or Eliminate Waste
Description of Option	<ul style="list-style-type: none"> Expand the Zero Waste infrastructure (e.g., provide reuse opportunities, more recycling bins, and organics collection) at mass gatherings and events. Examples include adding Zero Waste requirements to county facility or park rentals, providing guides or easier access to infrastructure for event planners, or conducting outreach at existing events to demonstrate Zero Waste in action.
Actions/Potential Challenges	<ul style="list-style-type: none"> Advertising events to the public and determining which events would be most successful. Education and oversight of correct materials placement to keep contamination rates low. Cost to purchase reusable or compostable service ware in lieu of single-use plastic. Compostable service ware is only beneficial if a compost program that accepts compostable service ware is in place. Contractual obligations to ensure events are “green”.
Benefits/Impacts	<ul style="list-style-type: none"> Events would connect with more people outside of County facilities and schools which would increase the outreach efforts. Recycling and separation would eventually be seen as the norm, to help achieve the County’s Zero Waste goal.
Short-term or Long-term Option	<ul style="list-style-type: none"> Short-term
Interaction with Other System Components	<ul style="list-style-type: none"> Requiring events to be “green” would work closely with the single-use plastic ban at events that involve food. Compostable or reusable silverware and dishware would be mandatory.
Potential for Job Loss/Creation	<ul style="list-style-type: none"> Would likely not create jobs nor cause job loss. Will be a volunteer effort through existing staff/employees.
Potential Effect on Waste Reduction	<ul style="list-style-type: none"> Enforcing correct materials placement at large events by having waste moderators would significantly improve the diversion of recyclable and organic materials out of the waste stream.

³⁴ [City of Philadelphia Zero Waste Initiatives](#)

Option:	Use Events as a Catalyst to Minimize or Eliminate Waste
Potential Cost Implications	<ul style="list-style-type: none"> • Reusable or compostable material for public events will generally cost more. <ul style="list-style-type: none"> ○ 1,000 single-use plastic forks cost around \$20 ○ 1,000 compostable forks cost around \$85 ○ 1,000 reusable forks cost around \$1,500 <ul style="list-style-type: none"> ▪ Reusable serviceware will most likely save money in the long run. • P&E such as flyers, web support, and other outreach materials could equate to about \$25,000.
General Implementation Requirements	<ul style="list-style-type: none"> • Enforcing green events would require the County to create volunteer opportunities among existing staff/employees. Could also potentially hire a private company to provide outreach and compliance at events. • Could implement a penalty fee or require a security deposit from event hosts if events do not follow the County's "green" policy.

3 Tiered Matrix for Implementation

Each of the 24 evaluated Zero Waste options were categorized into a tiered matrix based on the following criteria:

- Implementation Timeframe:
 - Short-Term (ST) – Years 2021 to 2024
 - Long-Term (LT) – Years 2024 to 2030
- Cost:
 - High (\geq \$1.0 million)
 - Medium ($\$100,000 < X < \1.0 million)
 - Low (\leq \$100,000)

The matrix suites of tiered options for implementation are either “Gold”-level (top tier), “Silver”-level (middle-tier), or “bronze”-level (bottom tier). The tiered matrix is shown in **Table 3-1**.

Table 3-1. Tiered Matrix of Evaluated 24 Zero Waste Options

GOLD			
Theme	Option	Implementation Timeframe	Cost
#1: Culture: Education and Outreach	Designate a Zero Waste Champions	ST	L
#3: Facility Upgrades	Standardize and Increase Waste Receptacles and Signage	ST	M
#1: Culture: Education and Outreach	Facilitate Action through Campaigns, Toolkits, and Guides	ST	M
#2: Program Establishment	Establish Commitments by all County Departments and Schools to Participate in Zero Waste	ST	L
#4: Policy Implementation/Board Directives	Establish a Zero Waste Policy	ST	M
#2: Program Establishment	Establish Programmatic Reporting of Activities by County Departments and Schools	ST	L
#4: Policy Implementation/Board Directives	Establish Funding and Allocate Resources Appropriate to Meet Zero Waste Goals	LT	H
#3: Facility Upgrades	Implement Reusable Food Service Ware	LT	H
#3: Facility Upgrades	Install Additional Air Hand Dryers	LT	H
#3: Facility Upgrades	Design and Retrofit for Zero Waste	LT	H
#2: Program Establishment	Measure Success: Waste Audits, Reporting and Facility Assessments	LT	M



Table 3-1. Tiered Matrix of Evaluated 24 Zero Waste Options (continued)

SILVER			
Theme	Option	Implementation Timeframe	Cost
#2: Program Establishment	Establish Zero Waste Team	ST	H
#4: Policy Implementation/Board Directives	Establish Board Directive/Policy to Ban Single-use Plastics	ST	L
#2: Program Establishment	Launch a Reusable Packaging Program	ST	L
#1: Culture: Education and Outreach	Develop Strategies to Recognize Motivate, and Compensate Staff	ST	M
#1: Culture: Education and Outreach	Develop Educational Resources, Signage, and Training	LT	H
#2: Program Establishment	Establish or Expand Alternate Recycling, Reuse, and Recovery Program Partnerships	LT	M
#2: Program Establishment	Expand Sustainable Purchasing Program	LT	M
#4: Policy Implementation/Board Directives	Establish Board Directive/ Policy for Organics or a Food Disposal Ban	LT	L
#4: Policy Implementation/Board Directives	Support Legislative Actions at The State and Federal Levels	LT	L
BRONZE			
Theme	Option	Implementation Timeframe	Cost
#1: Culture: Education and Outreach	Maximize Opportunities for Student Engagement	LT	L
#4: Policy Implementation/Board Directives	Use Events as a Catalyst to Minimize or Eliminate Waste	LT	L
#2: Program Establishment	Establish or Expand Edible Food Rescue and Donation Program	LT	L
#3: Facility Upgrades	Install Additional Bottle Filling Stations	LT	H

4 Prioritization of Initial 50 Zero Waste Options

A total of 50 Zero Waste options for potential implementation were initially identified. Each option was categorized into one of the following five themes: Theme #1 – Educational and Outreach Campaigns; Theme #2 – Changing Culture; Theme #3 – Program Establishment; Theme #4 – Equipment Changes; and Theme #5 – Policy Implementation/Board Directive. Please refer to Table 4-1 for these categorized themes and options. The options in each theme are ranked in descending order from highest priority to least priority and identified as having either short-term or long-term estimated implementation timeframes.

Table 4-1: Identified 50 Zero Waste Strategies for Potential Implementation


#	Option	Short-Term or Long-Term (ST or LT)
–	Theme #1: Culture, Education, and Outreach	–
1.	Designate Zero Waste Advocates/Site Champions	ST
2.	Implement Educational Workshops/Trainings	ST
3.	Establish Green Teams	ST
4.	Educate on Loose Recyclables Placement	ST
5.	Host Zero Waste Outreach Events	ST
6.	Have Recognition Awards	LT
7.	Partner with Other Sustainable Initiatives	LT
8.	Partner with Neighboring Jurisdictions on Implementing Zero Waste Strategies	LT
9.	Create Student Internships or Service-Learning Opportunities	LT
10.	Designate Volunteer Waste Separators at Community Events	ST
–	Theme #2: Program Establishment	–
1.	Implement or Enforce Purchasing Policy/Green Procurement	LT
2.	Require Events to be “Green”	ST
3.	Address Packaging in the Supply Chain	LT
4.	Systematically Reduce Junk Mail	LT
5.	Remove or Mitigate Use of Paper Manipulatives	ST
6.	Promote/Require Bulk Product Purchasing and Container Reuse	ST
7.	Encourage Employees/Students/Visitors to Pack Zero Waste Lunches	ST
8.	Expand or Implement Compost Bin Program/Organics Collection Program	LT
9.	Establish Edible Food Rescue and Donation Program	ST
10.	Conduct Waste Audits	
11.	Establish or Expand Alternate Recycling/Reuse/Recovery Program Partnerships	LT
12.	Create Systemwide Backhauling Program	LT
13.	Systemwide Plastic Film Collection/Recycling Program	LT
14.	Establish Fix-It/Repair Clinics	LT
15.	Establish Sharing Libraries	LT
16.	Establish Anti-Litter Programs	LT



#	Option	Short-Term or Long-Term (ST or LT)
–	Theme #3: Facility Upgrades	–
1.	Standardize Receptacles	ST
2.	Install Additional Bottle Filling Stations	LT
3.	Implement Reusable Food Serviceware and Dishwashers	LT
4.	Install Additional Air Hand Dryers	LT
5.	Mitigate Illegal Dumping through Enclosures/Surveillance	LT
6.	Remove Vending Machines or Only Provide Food/Beverages with Reusable or Recyclable Packaging	ST
7.	Reduce Staff Bin Size for Waste Awareness	ST
8.	Add Washer/Dryers for Linens	LT
9.	Replace Exterior Recycling Dumpsters to Ones Without Cardboard Slots	ST
–	Theme #4: Policy Implementation/Board Directive	–
1.	Require Quarterly or Annual Diversion Reporting	LT
2.	Establish Board Directive for Waste, Recycling, and Potentially Compost Accessibility	ST
3.	Establish Board Directive to Ban Single-use Plastics	ST
4.	Establish Board Directive for Organics/Food Disposal Ban	LT
5.	Establish Funding	ST
6.	Establish a Zero Waste Policy	LT
7.	Establish a Department Zero Waste Pledge	ST
8.	Pursue Zero Waste Certification for High-Impact Facilities	LT
9.	Policy Directive to Require Minimum Recycled Content Standard in Certain Products	LT
10.	Establish New or Amend Existing Recycling Directives/Policies	LT
11.	Use Haul Frequency Waiver to Incentivize Building Manager to Develop an Organics Program	LT
12.	Lobby for State/Federal Policies Supporting Waste Reduction Goals	LT
13.	Establish “Pack It In, Pack It Out” or “Leave No Trace” Policy for Parks and Other Outdoor Events on Public Grounds	ST
14.	Establish Easy Reporting for Overflowing Trash Bins	ST
15.	Create a Pledge System for Departments to Participate in Battery/Bulb/Other Hazardous Waste Recycling Programs	ST

5 Conclusion

The four themes outline various program options that can help Fairfax County advance its Zero Waste objectives and achieve its goal of 90% landfill diversion by 2030. With assistance from Fairfax County departments and schools, over time, chosen programs can become more developed and implemented for success. The tiered matrix provides a summarized perspective of the evaluated 24 Zero Waste options.



All four themes fall under the umbrella of one central theme: to bring about change throughout Fairfax County. Education and outreach campaigns are necessary to teach students and staff at County facilities and FCPS schools on sustainability and how their actions can impact waste generation. Understanding the change learned through education and outreach programs will eventually change the culture of how people handle waste, garnering more interest in sustainability. Programs are established to help make sustainable changes, monitor waste streams, reuse more material, and allow more opportunities for recycling. As the mindset around sustainability, recycling, and waste diversion changes, programs see a higher success rate through increased participation and feedback to help improve the current programs in place. The surrounding infrastructure, including necessary equipment, supports and enables a greener, more sustainable culture by providing the opportunity for people to make the “green choice”. The final theme of policy implementation connects to all other themes by setting new policies/directives that facilities and schools would need to follow as well as creating a budget to support the changes in the current conditions. Achieving Zero Waste requires economic, social and environmental changes that are possible and can be achieved.

The Zero Waste Plan includes a more in-depth detail of the strategy and process to achieve active stakeholder involvement in the chosen Zero Waste options.



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Board Agenda Item
November 9, 2021

ACTION - 7

Approval and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation to Improve Pedestrian and Bicyclist Connections Along Route 29 from Newgate Shopping Center to the Western Intersection of Route 29 and Trinity Parkway and from O'Day Drive to Stone Road (Sully District)

ISSUE:

Board of Supervisors' approval and authorization for the Director of the Fairfax County Department of Transportation (FCDOT) to execute a Project Administration Agreement (PAA), substantially in the form of Attachment 2, for the implementation of trail improvements along Route 29.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1), authorizing the Director of FCDOT to execute a PAA with the Virginia Department of Transportation (VDOT), substantially in the form of Attachment 2, for the development of the project.

TIMING:

The Board should act on this item on November 9, 2021, so that VDOT can continue implementation of the project.

BACKGROUND:

As part of efforts to expand multi-modal connections in the I-66 corridor, the Transform 66 Outside the Beltway project included construction of 11 miles of shared used path along I-66. This proposed Route 29 trail improvement project is an important off-corridor trail segment in Centreville area to continue the I-66 trail network to the west. This segment includes upgrading the sidewalk along Route 29 near Trinity Center and filling in a gap in the pedestrian and bicycle facilities by the Stone Road Park – and – Ride Lot. After this work is completed, the public will have a continuous trail access on Route 29 between the I-66/Route 28 interchange to Stone Road. The original conceptual plan for the I-66 trail network included an off-corridor trail segment at Braddock Road/Newton Patent Drive to the west. After further discussion, it was determined that this alternate route along Route 29 was preferable due to cost, faster delivery overall, and improved public access to nearby amenities.

Board Agenda Item
November 9, 2021

This Route 29 and Centreville shared use path project will upgrade the existing sidewalk to a ten-foot shared use path along Route 29 from Newgate Shopping Center to the western side of Route 29 and Trinity Parkway. A ten-foot shared use path will also be constructed along Route 29 from O'Day Drive to Stone Road adjacent to the Stone Road Park – and – Ride Lot. VDOT will be constructing the project on the County's behalf.

FISCAL IMPACT:

The current total project estimate is \$6.82 million. The County has identified funding in the amount of \$1.2 million in Fund 30040, Contributed Roadway Improvements, and will continue to seek additional proffer funds for the project. The balance of \$5.62 million will be funded from Fund 40010, County and Regional Transportation Projects, in Project 2G40-001-000, Construction Reserve. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Resolution to Execute a Project Administration Agreement with the Virginia Department of Transportation
Attachment 2: Project Administration Agreement for Route 29 Shared Use Paths (including Related Appendices)
Attachment 3: I-66 and Route 29 Trail Maps

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Martha Coello, Chief, Special Projects Division, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division (CFD), FCDOT
Ray Johnson, Chief, Funding Section, CFD, FCDOT
Smitha Chellappa, Senior Transportation Planner, CFD, FCDOT
Mike Cuccias, Transportation Planner, CFD, FCDOT
Michael J. Guarino, Chief, Capital Projects Section, Capital Projects and Traffic Engineering Division (CPTED), FCDOT
Chris Wells, Active Transportation, CPTED, FCDOT
Valecia Witt, Chief, Administration Services, 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 in the Board Auditorium in the Fairfax County Government Center in Fairfax, Virginia, on Tuesday, November 9, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

AGREEMENT EXECUTION RESOLUTION

A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF
FAIRFAX, VIRGINIA
AS AN ENDORSEMENT OF THE
Route 29/Centreville Shared Use Path
PROJECT

WHEREAS, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the implementation of the Route 29/Centreville shared use path project (VDOT project # 9999-029-458 , UPC T22612) (“Project”).

BE IT FURTHER RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreements (“PAA”, attached) and associated financial documents (Appendix A and B), executed pursuant to this Resolution.

BE IT FURTHER 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 PAA with the Virginia Department of Transportation for the implementation of the Project to be administered by Fairfax County.

Adopted this 9th day of November 2021, Fairfax, Virginia

ATTEST _____
Jill G. Cooper
Clerk for the Board of Supervisors

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
9999-029-458	T22612	Fairfax County

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20__, by and between the County of Fairfax, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the LOCALITY to finance the Project; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY’s governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the LOCALITY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
 - 1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 - 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the LOCALITY for charges of actual DEPARTMENT cost.
 4. Notify the LOCALITY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing those activities.
 5. Return any unexpended funds to the LOCALITY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The LOCALITY shall:
1. Provide funds to the DEPARTMENT for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the LOCALITY and modification of this Agreement.
- C. Funding by the LOCALITY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of

such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and LOCALITY funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the LOCALITY, the LOCALITY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

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

COUNTY OF FAIRFAX, VIRGINIA:

Typed or Printed Name of Signatory

Date

Title

Signature of Witness

Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Chief of Policy
Commonwealth of Virginia
Department of Transportation

Date

Signature of Witness

Date

Attachments

Appendix A (UPC T22612)

Appendix B (UPC T22612)

Appendix B

Project Number: 9999-029-458 (UPC T22612) Locality: Fairfax County

Project Scope	
Work Description:	Upgrade existing sidewalk to 10’ shared use path along Route 29 from Newgate Shopping Center to western intersection of Route 29 and Trinity Parkway. Design and construct 10’ shared use path along Route 29 from O’Day Drive to Stone Road.
From:	various
To:	(various) will need to insert info after pool has been updated
Locality Project Manager Contact Info: Lauren Delmare lauren.delmare@fairfaxcounty.gov 703-877-5781 Department Project Coordinator Contact Info: Tim Hartzell timothy.hartzell@vdot.virginia.gov 703-259-2749	

Detailed Scope of Services
<p>Route 29 – Newgate Shopping Center to W. Intersection of Route 29 and Trinity Parkway</p> <ul style="list-style-type: none"> Design and construct a Shared Use Path (SUP) on the north side of Route 29 between the entrance to Newgate Shopping Center and the nearest (eastern) intersection of Route 29 and Trinity Parkway. In order to do this, it will be necessary to reduce the lane widths on Southbound (westbound) Rte. 29 from 12 ft. to 11 ft. between Trinity Parkway and a point approximately 1,500 ft. east, and shift the curb line south (into the existing road) for much of that distance in order to create the space needed for the SUP. It will also be necessary to modify the existing gas station access, remove the existing gas station sign, and reconstruct the existing traffic signal on Route 29 at the Newgate Shopping Center entrance. The existing channelized right-turn lanes from Route 29 onto Trinity Parkway at both of the Trinity Parkway intersections will be modified to reflect an ‘Urban Smart Channel’ configuration which provides improved visibility between motorists and SUP users, and existing curb ramps and connecting sidewalks will be modified to match the new configurations. The proposed SUP construction will stop at the eastern intersection of Route 29 and Trinity Parkway. Between it and the western intersection of Route 29 and Trinity Parkway, the existing SUP will remain in place. <p>Route 29 – O’Day Drive to Stone Road Intersection</p> <ul style="list-style-type: none"> Design and construct a Shared Use Path (SUP) on the north side of Route 29 between O’Day Drive and Stone Road. From the O’Day Drive intersection, for a distance of approximately 340 ft. west (along the frontage of Parcel 0543-25-A3), the existing SUP will be resurfaced or repaved, to the extent feasible; with the intent of maintaining the existing alignment, maximizing the use of existing pavement, and minimizing impacts. From that point westward to Stone Road, the proposed SUP alignment will approximate that of the existing concrete sidewalk. Additional / new concrete sidewalk will be constructed at the Stone Road intersection to effect the tie-in. At this time, it is assumed that it won’t be necessary to modify the existing traffic signal at Stone Road; the intersection already has crosswalks on all four legs.

Other

- Land rights will be acquired and existing utilities will be relocated as necessary to accommodate the construction of the new SUP improvements.
- Existing street lights will be relocated or replaced, as necessary.
- Storm water management requirements will be met using a combination of on-site BMPs and nutrient credits (which address water quality requirements only)
- Impacts to existing landscaping will be evaluated and replacement landscaping will be constructed with the Project as appropriate.

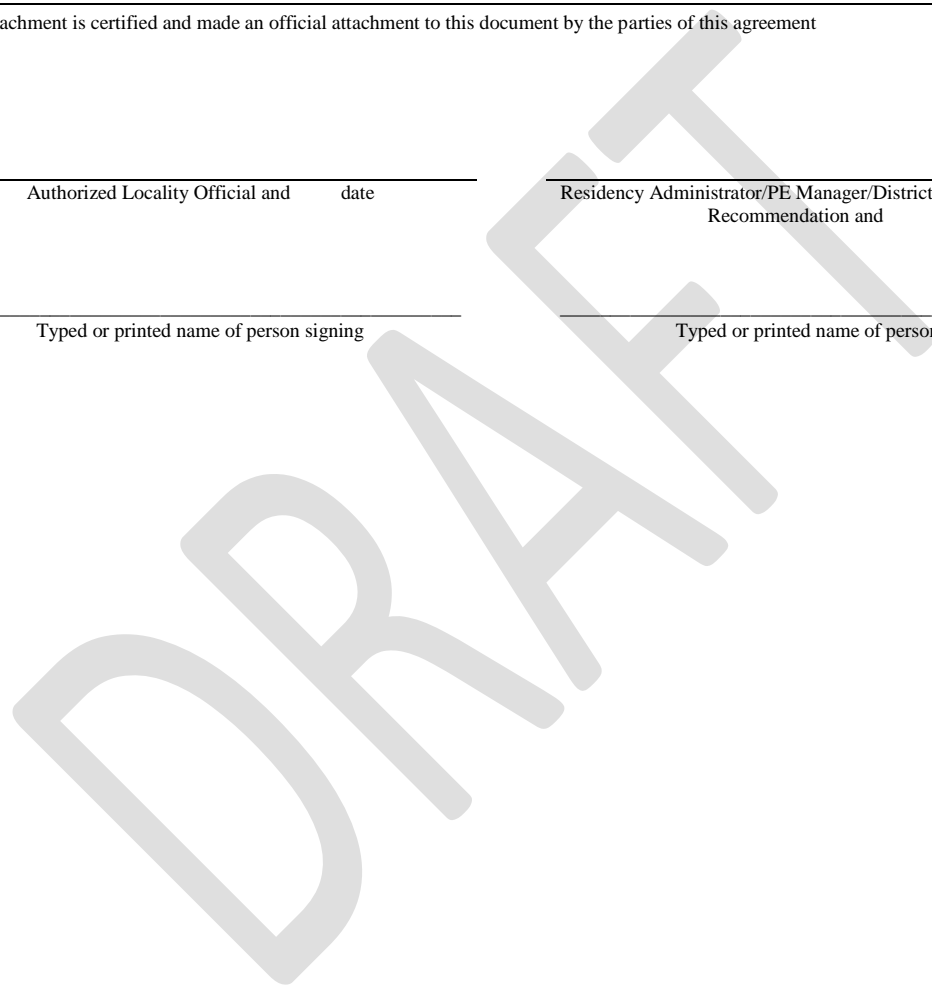
This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date

Residency Administrator/PE Manager/District Construction Engineer
Recommendation and date

Typed or printed name of person signing

Typed or printed name of person signing



VDOT Administered, Locally Funded Appendix A

Date: **DRAFT**

Project Number: 9999-029-458 UPC: T22612 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 20120-1913	Locality DUNS # 074837626	Locality Address (incl ZIP+4): 4050 Legato Road, Suite 400 Fairfax, Va. 22033-2897
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Project Narrative

Work Description: Upgrade existing sidewalk to 10' shared use path along Route 29 from Newgate Shopping Center to western intersection of Route 29 and Trinity Parkway. Design and construct 10' shared use path along Route 29 from O'Day Drive to Stone Road.

From: Various

To: Various

Locality Project Manager Contact info: Lauren Delmare lauren.delmare@fairfaxcounty.gov 703-877-5781

Department Project Manager Contact Info: Tim Hartzell timothy.hartzell@vdot.virginia.gov 703-259-2749

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$1,080,000
Right of Way & Utilities	\$1,970,000
Construction	\$3,770,000
Total Estimated Cost	\$6,820,000

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$1,080,000	Local Funds	100%	\$1,080,000
				\$0
Total PE	\$1,080,000			\$1,080,000
Right of Way & Utilities	\$1,970,000	Local Funds	100%	\$1,970,000
				\$0
Total RW	\$1,970,000			\$1,970,000
Construction	\$3,770,000	Local Funds	100%	\$3,770,000
				\$0
Total CN	\$3,770,000			\$3,770,000
Total Estimated Cost	\$6,820,000			\$6,820,000

Total Maximum Reimbursement / Payment by Locality to VDOT

\$6,820,000

Project Financing

Local Funds	Aggregate Allocations
\$6,820,000	\$6,820,000

Payment Schedule

FY 2022	FY 2024	FY 2025
\$1,080,000	\$1,970,000	\$3,770,000

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for all funding any additional funding in excess of \$6,820,000
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY \$0 for this project as of 10/14/2021.
- VDOT has received \$0 from the LOCALITY for this project as of 10/14/2021.
- **The LOCALITY shall make one lump sum payment to VDOT for the PE phase in the amount of \$1,080,000 no later than 60 days after execution of this agreement/appendix upon VDOT invoice.**
- **The LOCALITY shall make one lump sum payment to VDOT in the amount of \$1,970,000 prior to RW phase opening.**
- **The LOCALITY shall make one lump sum payment to VDOT in the amount of \$3,770,000 prior to construction advertisement.**
- The LOCALITY will continue to operate and maintain the facility as constructed. Should the design features of the project be altered by the LOCALITY subsequent to project completion without approval of the DEPARTMENT, the LOCALITY inherently agrees, by execution of this agreement, to make restitution, either physically or monetarily, as required by the DEPARTMENT.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Authorized Locality Official and Date

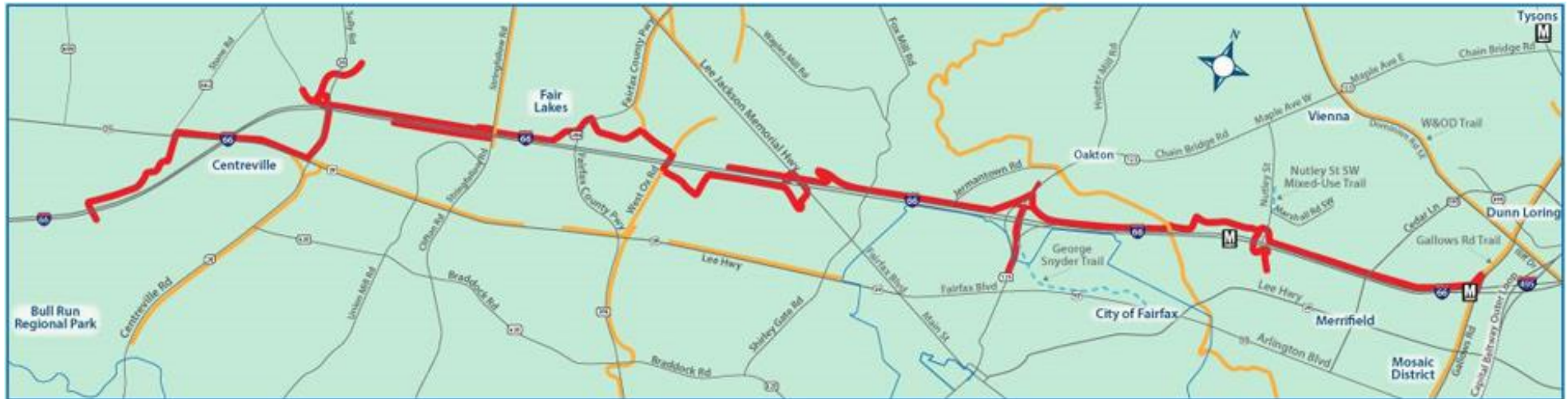
Authorized VDOT Official and Date





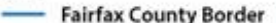

Typed or printed name of person signing

Typed or printed name of person signing

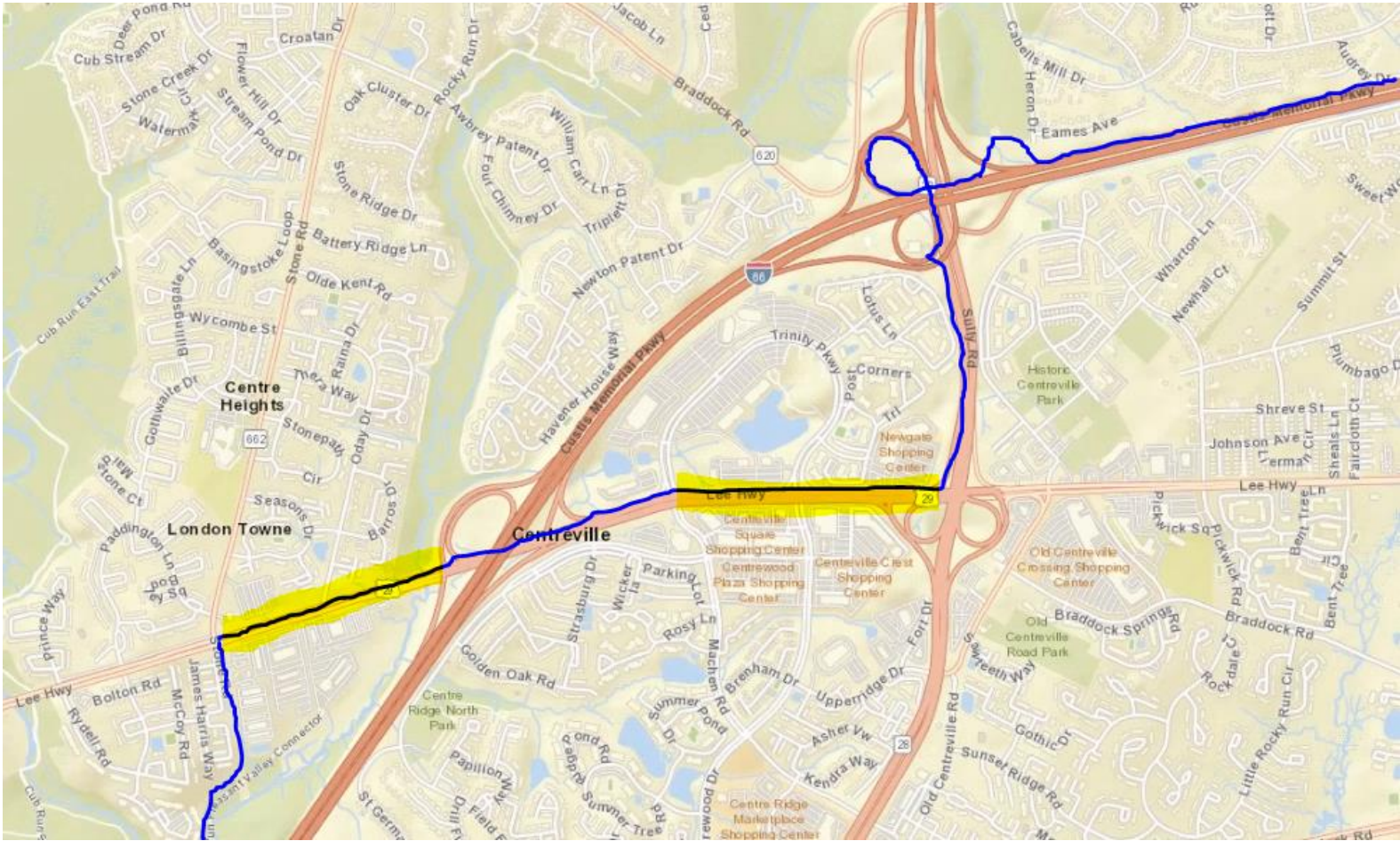
Revised: February 1, 2019

I-66 Corridor Trail



Legend	
	I-66 Trail
	Existing Primary Trails
	Planned trails by other jurisdictions
	Metro Station
	Fairfax County Border
	

Rte. 29 Trail



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ACTION - 8

Adoption of Vision, Goals and Objectives for Active Transportation in Fairfax County

ISSUE:

Board adoption of the Vision, Goals and Objectives for Active Transportation in Fairfax County, as shown in Attachment I.

RECOMMENDATION:

The County Executive recommends that the Board adopts the Vision, Goals and Objectives for Active Transportation in Fairfax County, as shown in Attachment I.

TIMING:

Board action is requested on November 9, 2021, to provide guidance for Phase Two of the ActiveFairfax Transportation Plan project.

BACKGROUND:

The ActiveFairfax Transportation Plan project is updating and combining the Bicycle Master Plan and the Countywide Trails Plan. The first phase of the project focused on existing conditions and the development of a framework for advancing active transportation.

Based on community feedback and input from the Board, the ActiveFairfax Transportation Plan project developed an overarching vision statement, goals and objectives as shown in Attachment I. The vision statement, objectives and goals will be used as a guide to develop action items, metrics, and active transportation infrastructure, program, policy, and project prioritization recommendations in the second phase of the project.

The vision statement is a concise and inspirational statement that describes the desired future of active transportation in Fairfax County.

The goals reflect the outcomes and results that Fairfax County envisions, plans, and strives to achieve.

The objectives are broad statements of work related to attainment of goals.

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The draft vision statement, goals and objectives were presented and discussed at the Board Transportation Committee on September 28, 2021.

FISCAL IMPACT:

The adoption of the Vision, Goals and Objectives for Active Transportation in Fairfax County will not have an impact on the General Fund budget.

ENCLOSED DOCUMENTS:

Attachment I: Vision, Goals and Objectives for Active Transportation in Fairfax County

STAFF:

Rachel Flynn, Deputy County Executive

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

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

Valecia Witt, Acting Chief, Administrative Services Section, FCDOT

Michael J. Guarino, Chief, Capital Projects Section, FCDOT

Chris Wells, Active Transportation Program Manager, FCDOT

Nicole Wynands, Active Transportation Planner, FCDOT

Vision, Goals and Objectives for Active Transportation in Fairfax County

Vision Statement:

Fairfax County streets, sidewalks, bikeways and trails are welcoming places where people of diverse races, cultures, incomes, ages and abilities feel comfortable using active transportation to safely and conveniently access the widest range of destinations and to exercise, relax or spend time outdoors.

Active transportation is mostly non-motorized travel including walking, biking, hiking, and riding a scooter or horse for transportation or recreational purposes.

Goal 1: Access and Connectivity

Provide a **well-connected active transportation network** that offers safe, comfortable, convenient, healthy, sustainable and affordable mobility options and recreational opportunities for people of all ages, abilities and backgrounds.

Objectives:

- 1.1 Plan, implement and maintain a comprehensive, connected and efficient network of **comfortable, safe and inviting** sidewalks, bikeways, paved trails, natural surface trails and Complete Streets that provide **convenient access** to the widest range of destinations and invite residents and visitors to exercise, relax or spend time outdoors.
- 1.2 Pursue policies and design solutions that accelerate the provision and quality of convenient and secure **active transportation end of trip facilities** at destinations.
- 1.3 **Address active transportation needs** in all public capital improvement projects and throughout all phases of public and private development.
- 1.4 Develop and prioritize strategies to **accelerate active transportation project funding, design and implementation**, and make projects more cost-effective without reducing quality.
- 1.5 Identify and **prioritize areas with high demand for active transportation infrastructure** for capital improvements, especially areas with low development activity.

Goal 2: Safety and Comfort

Ensure active transportation user **safety** and **comfort**.

Objectives:

- 2.1 Develop and implement policies and programs that focus on **minimizing traffic injuries and fatalities** with a focus on active transportation users, monitor effectiveness and update as needed.
- 2.2 Develop and apply context sensitive countywide **Complete Streets design guidelines** that meet best practices and community needs.
- 2.3 Identify high risk locations and corridors for active transportation users, **systematically implement safety improvements**, monitor effectiveness, and adjust as needed.
- 2.4 Pursue policies and incentives that **reduce vehicle trips** and increase active transportation and transit use.
- 2.5 Pursue policies, programs and design solutions that **reduce vehicle speeds** particularly in residential and commercial areas.
- 2.6 **Monitor crash factors** and provide **targeted multi-modal education** on transportation safety best practices.
- 2.7 Ensure **regular maintenance** of sidewalks, bikeways and trails to enhance user experience, safety and comfort.

Goal 3: Livability and Health

Advance public and economic health and quality of life by providing inviting sidewalks, bikeways and trails **that encourage frequent usage for daily trips and recreation.**

Objectives:

- 3.1 Apply best practices in **Complete Streets design**, including wider sidewalks, bicycle facilities serving all ages and abilities, narrower streets, lower design speeds and supporting amenities such as shade trees, lighting and places to rest.
- 3.2 Apply best practices in **trail design**, including context appropriate trail widths and surface materials, trail access, and supporting amenities such as shade trees, wayfinding signage, places to rest and bicycle parking facilities.
- 3.3 Provide a variety of educational and promotional programs and events to **boost the use of active transportation modes, facilities and programs.**
- 3.4 **Reduce traffic congestion** by shifting some motor vehicle trips to active transportation trips.
- 3.5 Support **economic development goals** by creating dynamic walkable and bikeable communities and commercial centers, and by providing regional destinations for active transportation to spark tourism, attract business investment, and appeal to a talented and diverse workforce.

Goal 4: Equity and Social Justice

Provide an active transportation network that adequately addresses the **mobility and recreational needs of communities of color and low-income communities**, as well as the **needs of the most vulnerable users** including small children and their caregivers, youth, people with disabilities, and older adults.

Objectives:

- 4.1 Adhere to the **OneFairfax Policy** when developing, implementing and evaluating active transportation policies, programs, facilities, and practices.
- 4.2 Identify and **prioritize neighborhoods and communities that rely most on access to safe, convenient, reliable and affordable** transportation options and recreational opportunities for sidewalk, bikeways and trail improvements and maintenance.
- 4.3 Apply best practices in **inclusive public engagement** to determine the mobility and recreational needs of the full spectrum of active transportation users, to identify potential unintended consequences, and to appropriately balance impacts with community needs.

Goal 5: Sustainability and Conservation

Provide sustainable and carbon-neutral transportation options that **advance climate change goals** and **protect environmental and cultural resources**.

Objectives:

- 5.1 Implement strategies outlined in the **Community-wide Energy and Climate Action Plan** to increase active transportation trips to daily destinations to reduce greenhouse gas emissions, improve air and water quality and reduce noise pollution.
- 5.2 Follow best practices in **protecting, preserving and restoring environmentally sensitive areas and natural habitats** during planning, design, construction and maintenance of active transportation facilities, and provide opportunities for **environmental education**.
- 5.3 Follow best practices in **protecting and preserving significant cultural resources** during planning, design, construction and maintenance of active transportation facilities, and provide opportunities for **heritage education**.

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ACTION - 9

Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2022 Transit Assistance Grant Funds

ISSUE:

Approval for the Director of the Department of Transportation to sign ten Project Agreements with DRPT to enable the County's receipt of FY 2022 transit capital and operating assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Department of Transportation to sign ten Project Agreements between DRPT and Fairfax County, in substantial form as those attached, for FY 2022 transit capital and operating assistance (Attachments 1 through 10).

TIMING:

The Board of Supervisors should act on this item on November 9, 2021, so that DRPT can release FY 2022 transit capital and operations funding to Fairfax County.

BACKGROUND:

Fairfax County and DRPT entered into a revised Master Agreement for the Use of Commonwealth Transportation Funds on August 19, 2020. This agreement forms the basis for allocating numerous transportation project grant funds to Fairfax County, including transit capital and operating assistance for the Fairfax Connector. The Master Agreement governs the allocation of funds for all the projects listed below.

FY 2022 I-95 HOT Lanes Operating Assistance (Route 393) Project Agreement: Total Grant Funds: \$322,523.

- The I-95 Corridor Transit and Transportation Demand Management (TDM) Plan was developed in collaboration with the Secretary of Transportation and the Virginia Public-Private Transportation Act (PPTA) Office to provide the Commonwealth of Virginia with recommendations for operations and capital investments to complement the I-95 High Occupancy Toll/High Occupancy Vehicle (HOT/HOV) lanes improvements. The plan is derived from the 2008

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DRPT I-95/I-395 Transit/TDM Study and is intended to maximize the use of the HOT/HOV lanes network and respond to the demand for increased public transit service. The plan identified cost-effective transit and TDM improvements for the I-95 corridor for 2015, 2035, and beyond. These improvements receive funding through an operating assistance grant.

Fairfax County was awarded grants to fund the capital and operating costs of Fairfax Connector Route 393, which operates from the Saratoga Park-and-Ride Lot and the Gambrell Road Park-and-Ride Lot in the Springfield area to the Mark Center and the Pentagon. In accordance with Attachment 1, Project Agreement 72022-60, State grant funding in the amount of \$322,523 for operating assistance for Fairfax Connector Route 393 was approved in DRPT's Fiscal Year 2022 Six-Year Improvement Program.

DRPT Capital and Operating Assistance Project Agreements: Total Grant Funds:
\$36,644,145

- For more than 30 years, the Commonwealth has disbursed state transit assistance to the Northern Virginia jurisdictions through the Northern Virginia Transportation Commission (NVTC). Pursuant to the Code of Virginia, NVTC uses a Subsidy Allocation Model (SAM) to distribute regional transit funding among the jurisdictions. Funds from the following agreements will be distributed.
 - Attachment 2 – 72022-24 - Fiscal Year 2022 Operating Assistance: These funds support Fairfax Connector operations for one fiscal year. Total Grant Funds: \$16,444,697.
 - Attachment 3 – 73022-34 - Purchase Three Replacement Support Vehicles: In accordance with the County's vehicle replacement schedule, these funds will be used to replace three support vehicles. Total Grant Funds: \$75,000.
 - Attachment 4 – 73022-35 - Purchase Shop Equipment: These funds support ongoing maintenance of County facilities, support vehicles, and the Fairfax Connector bus maintenance program. Total Grant Funds: \$600,000.
 - Attachment 5 – 73022-36 - Purchase Information Technology Equipment – On Board Systems: This grant supports the implementation of Intelligent Transportation Systems (ITS) technology being deployed on the Fairfax Connector fleet. Total Grant Funds: \$1,200,000.
 - Attachment 6 – 73022-37 – Purchase 32 Replacement Heavy Duty Transit Buses: These funds provide capital program assistance for Fairfax Connector bus replacement. Total Grant Funds: Total Grant Funds: \$17,124,448

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- Attachment 7 – 73022-38 - Expand Rolling Road Rail Facility Parking Lot: This grant will support the expansion of the commuter parking lot by increasing the number of parking spaces from 375 to 413, making stormwater/drainage improvements, and enhancing bicycle and pedestrian access. Total Grant Funds: \$1,200,000.

Project Agreement for I-66 Corridor Outside the Beltway Capital Assistance Grant: Total Grant Funds: \$5,080,000

- In 2016, the Virginia Department of Transportation (VDOT) and DRPT completed a study that developed multimodal improvement concepts to increase person throughput on I-66. In 2020, VDOT and DRPT finalized the I-66 Corridor Transit & TDM Plan, which is an update from the earlier report. The updated plan provides transit & TDM recommendations that enhance transportation alternatives that use or complement the new Express Lanes in the corridor that will open in late 2022.

The I-66 Corridor Transit & TDM Plan aims to coordinate projects that are funded by two funding programs, I-66 Inside the Beltway Commuter Choice Program and Transform 66 Outside the Beltway program, to achieve efficiency and reliability of travel along the corridor. Funding for Attachment 8, Project Agreement 79322-01, stems from the latter of the previously-mentioned funding mechanisms. In accordance with Attachment 8, \$5,080,000 in State grant funding has been allocated to purchase eight commuter buses for expansion services using the I-66 Express Lanes, as identified in the updated plan and approved in DRPT's Fiscal Year 2022 Six-Year Improvement Program.

Project Agreement 73022-39: Purchase and Installation of Three Depot Chargers, and Project Agreements 73022-40 and 73122-40: Purchase of Four Electric Buses to Replace Existing Diesel Buses: Total Grant Funds: \$3,311,837

- The Virginia Department of Environmental Quality (DEQ) administers over \$93 million from the Volkswagen Environmental Mitigation Trust (VW Trust) to reduce air pollution in Virginia. The Trust is the result of settlements resolving allegations that Volkswagen violated the Clean Air Act through the use of modified emission testing devices designed to cheat on federal emissions tests. Volkswagen sold more than 500,000 excessively polluting vehicles in the U.S. More than 16,000 were sold in Virginia and produced over 2,000 tons of excess nitrogen oxides (NOx) in violation of federal pollution standards.

In April 2019, DEQ and DRPT executed a Memorandum of Agreement which outlines the process for distribution of the \$14 million VW Trust funds available to

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supplement transit capital funds to support additional capital costs associated with converting diesel transit buses to all-electric in the Commonwealth.

In February 2021, NVTC, on behalf of the County, submitted an application to the DRPT's capital program and the VW Trust program for funding in the Fiscal Year 2022 Six Year Improvement Program for two projects: electric vehicle charging infrastructure for bus depots and the purchase of four electric buses as replacements for diesel buses reaching the end of useful life. On June 23, 2021, the CTB allocated funding for these projects, per the agreements in Attachments 9 and 10.

FISCAL IMPACT:

The ten attached agreements include \$46,043,713 in funding for approved Fairfax County transit capital projects and operating assistance for FY 2022, including \$37,038,913 in State funds, \$1,855,769 in VW Trust funds, and a required local share match of \$7,149,031. The local share match will be funded through a combination of \$6,765,031 from Fund 40000, County Transit Systems and \$384,000 from Fund 40010, County and Regional Transportation Projects in Project 2G40-055,000, Rolling Road Station Parking Lot Expansion. The FY 2022 Adopted Budget Plan for Fund 40000, County Transit Systems, includes \$24.4 million for capital transit projects, and a portion of these funds will be used to satisfy the LCM requirement. There are sufficient local resources in the respective funds to satisfy the local shares required by Attachments 3, 4, 5, 6, 7, and 10, and to address associated costs that fall outside the scope of the grant agreements. The County will be responsible for any costs beyond the amounts supported by the agreements.

ENCLOSED DOCUMENTS:

Attachment 1 – 72022-60 – I-95 Transit and TDM Plan Operating Assistance
Attachment 2 – 72022-24 - Fiscal Year 2022 Operating Assistance for the Grantee's Transit Operations
Attachment 3 – 73022-34 - Purchase Three Replacement Support Vehicles
Attachment 4 – 73022-35 - Purchase Shop Equipment
Attachment 5 – 73022-36 - Purchase Information Technology Equipment – On Board Systems
Attachment 6 – 73022-37 – Purchase 32 Replacement Heavy Duty Transit Buses
Attachment 7 – 73022-38 - Expand Rolling Road Rail Facility Parking Lot
Attachment 8 – 79322-01 - Purchase Eight Commuter Buses for Expansion Services Utilizing the I-66 Express Lanes as Identified in the Department's I-66 Corridor Transit & Transportation Demand Management Plan Update Dated February 2020

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November 9, 2021

Attachment 9 – 73022-39 – Purchase and Installation of Three Depot Chargers
Attachment 10 – 73022-40 and 73122-40 – Purchase of Four Electric Buses to Replace Existing Diesel Buses

STAFF:

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

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 72022-60**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on January 28, 2021, the Grantee submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Provide I-95 Transit and TDM Plan operating assistance
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$322,523 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.
5. The State grant funding amount is calculated based on a 20 percent farebox recovery rate. If the farebox recovery rate exceeds 20 percent for the grant period, the Department will reduce future grants to the Grantee by the overfunded amount. If the actual farebox recovery rate falls below 20 percent for the grant period, the Grantee can request an amendment to this Project Agreement to provide for the additional net operating costs incurred.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: I-95 Transit and TDM Plan Operating Assistance

State Project Agreement

Project Number: 72022-60

Project Start Date: July 1, 2021

Project Expiration Date: June 30, 2022

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 100%)	\$322,523
	Total Project Expense	\$322,523

In no event shall this grant exceed \$322,523.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Grant Number 72022-24**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Provide Fiscal Year 2022 transit services.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$16,444,697 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: Fiscal Year 2022 Operating Assistance for
the Grantee's Transit Operations**

State Project Agreement

Project Number: 72022-24

Project Start Date: July 1, 2021

Project Expiration Date: June 30, 2022

Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	August 15, 2021	\$ 4,111,174
2	November 15, 2021	\$ 4,111,174
3	February 15, 2022	\$ 4,111,174
4	May 15, 2022	\$ 4,111,175
TOTAL GRANT AMOUNT		\$16,444,697

In no event shall this grant exceed \$16,444,697.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 73022-34**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Purchase three replacement support vehicles.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$51,000 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase Three Replacement Support Vehicles

VINs to be Replaced:

1FMCU59H18KE43289 3FADP0L30BR344245 3FAHP0GA5AR208427

Capital Assistance Program Project Agreement

Project Number: 73022-34

Project Start Date: July 1, 2021

Project Expiration Date: December 31, 2023

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 68%)	\$51,000
1400	Local expense (share of Project cost - 32%)	\$24,000
	Total Project Expense	\$75,000

In no event shall this grant exceed \$51,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 73022-35**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Purchase shop equipment.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$408,000 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase Shop Equipment

Capital Assistance Program Project Agreement

Project Number: 73022-35

Project Start Date: July 1, 2021

Project Expiration Date: June 30, 2023

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 68%)	\$408,000
1400	Local expense (share of Project cost - 32%)	\$192,000
	Total Project Expense	\$600,000

In no event shall this grant exceed \$408,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 73022-36**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Purchase information technology equipment – on board systems.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$816,000 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase Information Technology Equipment – On Board Systems

Capital Assistance Program Project Agreement

Project Number: 73022-36

Project Start Date: July 1, 2021

Project Expiration Date: December 31, 2023

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 68%)	\$ 816,000
1400	Local expense (share of Project cost - 32%)	\$ 384,000
	Total Project Expense	\$1,200,000

In no event shall this grant exceed \$816,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 73022-37**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Purchase 32 replacement heavy duty transit buses.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$11,644,625 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase 32 Replacement Heavy Duty Transit Buses

**VINs to be Replaced: 5FYD5FV197C031554 5FYD5FV147C031560
5FYD5FV167C031561 5FYD5FV187C031562 5FYD5FV117C031564
5FYD5FV137C031565 5FYD5FV157C031566 5FYD5FV177C031567
5FYD5FV197C031568 5FYD5FV107C031569 5FYD5FV177C031570
5FYD5FV167C031575 5FYD5FV1X7C031577 5FYD5FV117C031578
5FYD5FV1X7C031580 5FYD5FV107C031586 5FYD5FV127C031590
5FYD5FV147C031591 5FYD5FV167C031592 5FYD5FV187C031593
5FYD5FV117C031598 5FYD5FV197C031599 5FYD5FV117C031600
5FYD5KV157C032340 5FYD5KV177C032341 5FYD5KV127C032344
5FYD5KV147C032345 5FYD5KV167C032346 5FYD5KV1X7C032348
5FYD5KV1X7C032351 5FYD5KV117C032352 5FYD5KV177C032355**

Capital Assistance Program Project Agreement

Project Number: 73022-37

Project Start Date: July 1, 2021

Project Expiration Date: December 31, 2023

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 68%)	\$11,644,625
1400	Local expense (share of Project cost - 32%)	\$ 5,479,823
	Total Project Expense	\$17,124,448

In no event shall this grant exceed \$11,644,625.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 73022-38**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Expand Rolling Road rail facility parking lot.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$816,000 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Expand Rolling Road Rail Facility Parking Lot

Capital Assistance Program Project Agreement

Project Number: 73022-38

Project Start Date: July 1, 2021

Project Expiration Date: December 31, 2023

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 68%)	\$ 816,000
1400	Local expense (share of Project cost - 32%)	\$ 384,000
	Total Project Expense	\$1,200,000

In no event shall this grant exceed \$816,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2022
Six Year Improvement Program Approved Project
Project Number 79322-01**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, on February 1, 2021, the Grantee submitted an Application for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 23, 2021, the CTB allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

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

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Purchase eight commuter buses for expansion services utilizing the I-66 Express Lanes as identified in the Department's I-66 Corridor Transit & Transportation Demand Management Plan Update dated February 2020.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$5,080,000 for the Project approved in the Fiscal Year 2022 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase Eight Commuter Buses for Expansion Services Utilizing the I-66 Express Lanes as Identified in the Department's I-66 Corridor Transit & Transportation Demand Management Plan Update Dated February 2020

Capital Assistance Program Project Agreement

Project Number: 79322-01

Project Start Date: July 1, 2021

Project Expiration Date: September 30, 2023

Fund Code		Item Amount
434	Grant Amount (State share of Project cost - 100%)	\$5,080,000
	Total Project Expense	\$5,080,000

In no event shall this grant exceed \$5,080,000.

**Project Agreement for the Use of
Commonwealth Transportation Funds
Six Year Improvement Program Approved Project
Project Number 73022-39**

This Agreement (“Agreement”), effective July 1, 2021, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the purchase and installation of three depot chargers (“Project”).

WHEREAS, the Virginia Department of Environmental Quality (“DEQ”) is overseeing the implementation of \$93.6 million from the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (“VW Trust”) to offset emissions of nitrogen oxides in the Commonwealth of Virginia (“Commonwealth”); and

WHEREAS, DEQ and the Department executed a Memorandum of Agreement on April 23, 2019, which outlines the process for distribution of the \$14 million VW Trust funds available to supplement transit capital funds to support additional capital costs associated with converting diesel transit buses to all-electric in the Commonwealth; and

WHEREAS, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application on February 1, 2021 to the Department’s capital program and VW Trust program for funding in the Fiscal Year 2022 Six Year Improvement Program for the Project, including detailing the Project Scope, Project Budget, and Project Schedule (“Application”); and

WHEREAS, on June 23, 2021, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Grantee acknowledges that the funding shall not be used for any purpose other than the Project as detailed in the Application; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

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

DEFINITIONS

Contractor means private contractor(s), including consultants, which may be engaged by the Grantee to perform work.

Designated Representative(s) means a person or persons appointed by the Grantee or the Department to represent, in whole or in part, the party in issues associated with this Agreement.

Director means the Director of the Department.

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

Force Majeure Event(s) means fire, flood, war, rebellion, riots, strikes, or acts of God, which may affect or prevent either party from timely or properly performing its obligations under this Agreement.

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

Project Reimbursement Form means the form provided by the Department to the Grantee to use for reimbursement of eligible Project costs incurred by the Grantee.

Project Schedule means the schedule for completing the Work agreed to by the Parties, as provided by the Grantee in its Application.

Project Scope means the description of the Work including plans, specifications, schedule of values, cost estimates, and any other documents necessary to complete the Work, as provided by the Grantee in its Application.

Reimbursement is defined as the expenditure having been incurred but not necessarily having been paid by the Grantee. Payment of State funds under this Agreement shall not exceed the Project Budget defined in Section 1.2.

VW Trust Fund funding is defined as the funding provided by DEQ from the VW Trust specifically allocated to fund the incremental cost between a new all-electric transit bus and a new diesel equivalent bus, and a depot charger per electric bus. Payment of VW Trust funds under this Agreement shall not exceed the Project Budget defined in Section 1.2.

Work means all labor, materials, equipment, tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct, indirect, or incidental, and all items tangible and intangible, required for the Grantee to fulfill their obligations under this Agreement, in whole or in part.

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

Section 1.1 The Work is to accomplish the following:

- a. Purchase and installation of three depot chargers

Section 1.2 The Project Budget is as follows:

Total Project Budget	<u>\$586,245</u>
----------------------	------------------

VW Trust Fund Funding Under this Agreement \$586,245

The maximum funding available for reimbursement by the Department, as provided for in the Fiscal Year 2022 Six Year Improvement Program, shall be as follows:

Purchase and installation of three depot chargers \$586,245

The Project Schedule is as follows:

<u>Project Schedule by Category</u>	<u>Date of Milestone</u>
Notice to Proceed	7/1/2021
Depot Chargers Installed	6/30/2022
Project Closeout Date	12/31/2022

Purchase and installation of the electric bus charging infrastructure must be completed by 6/30/2022 according to the terms of this Agreement. A 90-day grace period after 6/30/2022 is available to complete submission of all reimbursement requests to the Department.

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

Section 1.4 Any cost of completing the Work in excess of \$586,245 shall be the responsibility of the Grantee.

Section 1.5 By signing this Agreement, the Grantee agrees to adhere to separate requirements issued by the Department as follows:

- A. Grant administration requirements to administer the grant after award as provided in the Grant Administration Procedures
- B. Maintenance of Asset Inventory through the Department's TransAM system
- C. Performance Reporting through OLGA.

Section 1.6 The Grantee will provide quarterly progress reports to the Department to ensure adherence to the Project Schedule and Project Budget. The progress reports will include, but not be limited to, progress against milestones presented in Section 1.2, eligible and ineligible costs expended to date, actual or estimated completion dates, scrappage and any income from salvaged parts as identified in Section 2.3(h), and any project issues or concerns including information necessary to satisfy reimbursement requests from the VW Trust.

Section 1.7 In the event that the Grantee receives subsequent allocation(s) of State funding from another source or receives Federal funding applicable to the Project's budget governed by

this Agreement, the allocation(s) of State funds shall be reduced by the amount of the subsequent allocation(s) of State funding or Federal funding. Grantees shall notify the Department in writing when subsequent allocation(s) of State funding or Federal funding are received.

Section 1.8 The Grantee agrees that it will provide local funds in an amount sufficient, together with the State funds and the VW Trust Fund funding governed by this Agreement, to assure payment of the total Project cost. The Grantee further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund and/or de-obligation to the Department of a proportional amount of the State funds and the VW Trust Fund funding being refunded or reduced. The Grantee's obligation to provide the local share is calculated on the Project as a whole.

Section 1.9 The Grantee shall provide to the Department audited financial statements, which include the expenses incurred under this Agreement, within 6 months after the Project Close-Out date.

ARTICLE 2. REIMBURSEMENT OF GRANTEE

Section 2.1 Payment to the Grantee of the Department's share of the Project cost shall be made on a Reimbursement basis. The final Reimbursement request must be submitted to the Department within 90 calendar days following the end date of the Project.

Section 2.2 The Grantee shall submit Reimbursement requests no more frequently than once a month and within 90 calendar days from the date the expense has been incurred using the form provided by the Department. Reimbursement requests must be supported by third party evidence. Subject to approval by the Department for payment, Reimbursement will be made within 30 calendar days of receipt of the request by the Department.

Section 2.3 Reimbursement requests for the purchase of electric buses depot charger must include in the supporting documentation indicating fulfillment of the scrappage requirements in disposing of the diesel bus that is being replaced by the electric bus. The scrappage requirements are as follows:

- a. The vehicle being replaced must be a 2009 model year or older Class 7 or Class 8 diesel transit bus.
- b. The vehicle and engine being replaced must be scrapped or rendered permanently disabled.
- c. The vehicle being replaced must have been in service when the Application for the VW Trust program was submitted.
- d. The vehicle being replaced must have had a similar usage profile as the electric bus being purchased under this Agreement.

- e. Cut a three-inch by three-inch hole in the engine block (the part of the engine containing the cylinders) of the vehicle being replaced.
- f. Disable the chassis by cutting through the frame/frame rails on each side at a point located between the front and rear axles of the vehicle being replaced.
- g. Provide evidence of appropriate disposal of the vehicle being replaced, which includes a signed certificate of destruction and digital photos of the engine tag (showing serial number, engine family number, and engine model year), the destroyed engine block, and cut frame rails or other cut structural components as applicable.
- h. Vehicle components that are not part of the engine or chassis may be salvaged from the bus being replaced (e.g. plow blades, shovels, seats, tires, etc.).

Section 2.4 Incomplete Reimbursement requests or those not adequately supported with documentation may result in a delayed or a partial Reimbursement to the Grantee.

Section 2.5 Any expenditure reimbursed to the Grantee by the Department subsequently found not to be in accordance with the provisions of this Agreement, or Federal, State, or local law, will be repaid to the Department by the Grantee within 60 calendars days of such notice. DEQ's share of the repayment will be paid to DEQ within 30 days of receipt from the Grantee.

Section 2.6 The Grantee shall remit payment to contractors/vendors within five business days of receipt of the Reimbursement from the Department. Should the Grantee be unable to meet this requirement for any reason, the Grantee must immediately notify the Chief Financial Officer of the Department in writing and deposit funds received in an interest bearing account. Interest proceeds must be utilized toward the Project as additional state funding requiring the appropriate local match. The Department may require the repayment of the funds depending on the revised date that the Grantee will remit payment(s) to its contractors/vendors. If the Grantee fails to comply with this requirement, the Department will require the Grantee to submit Reimbursement requests only after payment has been made by the Grantee to its contractors/vendors.

Section 2.7 The Grantee is responsible for payment of all contractors. The Grantee shall attach to each Reimbursement request copies of contractors' invoices.

Section 2.8 A Project amendment may not be made for the purpose of providing any Reimbursement for any interest payment or charge made pursuant to this Article, nor may any cost Reimbursement claim include any amount for Reimbursement for any such interest charge.

ARTICLE 3. ALLOWABLE COSTS

Section 3.1 The Grantee agrees to incur obligations against and make disbursements of Project funds in accordance all provisions of this Agreement, and any other requirements referenced herein. Funding provided in this Agreement shall be for the reimbursement of

eligible Project costs as listed in this Agreement and for no other purpose. Funds shall be spent on a pro rata basis as identified in the Project Budget in Section 1.2 with respect to each party's funding share. All purchases made as a matter of this Agreement shall be charged at the actual cost(s) with no Grantee markups.

Section 3.2 Eligible Project costs must meet the following requirements:

- a. Be necessary in order to accomplish the Work in Section 1.1.
- b. Be reasonable in amount for the goods purchased.
- c. Be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, salvage, or other items of value received by the Grantee which have the effect of reducing the cost actually incurred and paid).
- d. Be incurred during the time period specified in the Project Schedule in Section 1.2.
- e. Be in accordance with 2 C.F.R. pt. 200, Subpart E.

Section 3.3 Eligible Project costs include the following:

- a. Up to 100% of the incremental cost between a new all-electric transit bus and a new diesel-powered equivalent transit bus.
- b. Up to 100% of a depot charger per electric bus.

The Department shall make the final determination as to what costs are eligible, not to exceed the funding amount in section 1.2.

Section 3.4 Ineligible Project costs include, but are not limited to, the following:

- a. Administrative costs.
- b. Transit bus options beyond those necessary to put a transit bus into service.
- c. Construction or electrical costs for facility service upgrades.

ARTICLE 4. LAPSE OF FUNDS

Section 4.1 This Agreement obligates the Grantee to undertake and complete the Project within the period of availability as defined in the Project Schedule in Section 1.2. Funds will cease to be available at the end of the Project's period of availability.

Section 4.2 By marking the final Project Reimbursement Form "Final" the Grantee is certifying in writing that the Project has been completed.

Section 4.3 Sixty calendar days after payment of the final Project Reimbursement Form, the Department will withdraw any remaining State and VW Trust Funds.

Section 4.4 Any work necessary in connection with the Project, which is not specifically provided for as Work by this Agreement, shall be the responsibility of the Grantee.

ARTICLE 5. MAINTENANCE OF RECORDS

Section 5.1 The Grantee and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence, supporting their activities and the costs incurred. Such information shall be made available for audit and inspection at Grantee's respective offices at all reasonable times during the Agreement period and for a period of 10 years from the end of the state fiscal year (i.e., June 30) in which the final payment is made for this Agreement by the Department to the Grantee. Copies of such information shall be furnished by the Grantee to the Department upon request.

ARTICLE 6. AUDIT AND INSPECTION OF RECORDS

Section 6.1 The Grantee and its subcontractors shall permit the authorized representatives of the Department to inspect and audit all records of the Grantee and its subcontractors relating to the performance of this Agreement. The Department reserves the right to require any recipient of State funds, regardless of amount, to have an audit performed on any matter relating to a Project funded by the Department through this Agreement, and to designate the scope of such audit.

Section 6.2 As the lead agency designated by the Commonwealth of Virginia to implement the VW Trust Funds, DEQ reserves the right to require any recipient of VW Trust Funds, regardless of amount, to have an audit performed on any matter relating to a project funded by DEQ through the Department in this Agreement, and to designate the scope of such audit.

Section 6.3 All Grantees must follow the requirements of 2 C.F.R. pt. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards". A Single Audit is required when an entity spends Federal funds of \$750,000 or more in a year. Recipients must maintain auditable records and adequate supporting documentation. Recipients spending less than \$750,000 of Federal assistance during any one fiscal year are not required to have a Single Audit performed unless specifically requested by the Department.

Section 6.4 If an independent Certified Public Accountant, other auditor, the Department, DEQ, or any other party conducting an authorized audit finds the recipient not to be in compliance with any provision of this Agreement, or any relevant Federal or State law or regulation, the recipient must provide a satisfactory corrective action plan to the Department within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by subrecipients of the grant, including consultants, subconsultants, and any

other recipients of pass-through funds.

Section 6.5 The Grantee agrees that following the completion of any audit performed in accordance with this Article, it will promptly refund to the Department within 60 calendar days any payments that (1) are found by the Department to be unsupported by acceptable records, or (2) are found by the Department to be in violation of any other provisions of this Agreement. Acceptable records are defined as original documents (such as timesheets, travel reimbursements, invoices, etc.) that were used to generate amounts on the reimbursement forms submitted to the Department. The Department also may require the Grantee to furnish certified reports of all expenditures under any subcontracts.

Section 6.6 All Grantees must submit audited financial statements to the Department within six months following the Grantee's fiscal year end. Send a copy (emails are preferred) to:

Virginia Department of Rail and Public Transportation
Attention: Audit Manager
600 East Main Street, Suite 2102
Richmond, VA 23219

ARTICLE 7. REQUEST FOR PROPOSALS AND SUBCONTRACTOR APPROVAL

Section 7.1 The Department reserves the right to review and approve, in advance, any request for proposals or solicitation to bid to any prospective contracting organizations. The Department also reserves the right to require that the Grantee not execute any contract, amendment, or change order thereto, or to obligate itself in any manner with any third party with respect to its rights, duties, obligations, or responsibilities under this Agreement unless and until authorized to do so in writing by the Department.

ARTICLE 8. ASSIGNMENTS

Section 8.1 Assignment of any portion of this Agreement shall have the prior written approval of the Department.

ARTICLE 9. TERM, ENTIRE AGREEMENT, AND AMENDMENT

Section 9.1 This Agreement shall be effective immediately upon its execution by all Parties.

Section 9.2 This Agreement and the requirements referenced herein constitute the entire and exclusive agreement between the parties relating to all specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

Section 9.3 The execution of this Agreement may include electronic signatures using Personal Identification Number (PIN) based access.

ARTICLE 10. NOTICES AND DESIGNATED REPRESENTATIVE

Section 10.1 All notices or communications with respect to this Agreement shall be in writing and shall be deemed delivered upon delivery by hand, upon the next business day if sent prepaid overnight delivery service, or on the third business day following mailing by U.S. Mail, certified, postage prepaid, return receipt requested, to the addresses set forth below or such other addresses as may be specified by delivery of prior notice by a party to the other parties.

Designated
Representative:

Department: James Motley, Interim Chief Financial Officer
600 East Main Street, Suite 2102
Richmond, VA 23219
jamie.motley@drpt.virginia.gov

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

Grantee: Scott Kalkwarf, Director of Finance & Administration
2300 Wilson Blvd., Suite 230
Arlington, VA 22201
scottKalkwarf@novatransit.org

ARTICLE 11. TERMINATION OF AGREEMENT

This Agreement shall be terminated upon the occurrence of any of the following:

Section 11.1 The Grantee may terminate the Project at any time by notifying the Department in writing 30 calendar days in advance. If such termination occurs, the Grantee shall repay the Department all funds received according to the provisions of this Article.

Section 11.2 The Grantee may terminate the Agreement at any time it is determined by Virginia law that the Department has materially breached this Agreement and has failed to cure such breach within 90 calendar days. Should such occur, the Grantee shall be entitled to whatever remedies may be provided for by law. However, this provision does not constitute a waiver of the Department's sovereign immunity. Furthermore, the Grantee will not be required to repay any funds that have been provided by Department pursuant to this Agreement.

Section 11.3 Upon 30 calendar days notice to the Grantee, the Department may terminate, in whole or in part, the funding under this Agreement at any time it is determined that Grantee has materially breached this Agreement and has failed to cure said breach after 90 calendar days notice, or if the Department in its sole judgment determines that compliance within 90 calendar days is not reasonable, then within such time period as the Department may agree. The Department shall notify the Grantee promptly in writing of such a determination and the effective date of the termination. The Grantee may request reconsideration by notifying the Department within 30 calendar days of the date of the Department's notification. The Department shall not terminate funding until after the request has been reconsidered but may withhold funds in the interim. Following the request for reconsideration, the decision of the Department will be made within 45 calendar days and will be final. If this Agreement is terminated by the Department for the Grantee's material breach, the Grantee will repay the Department all funds received for the Project. Such payment shall be made within 60 calendar days following notification by the Department of the amount to be repaid.

Section 11.4 Upon 30 calendar days notice to the Grantee, the Department may terminate, in whole or in part, the funding under this Agreement at any time if (1) the Department fails to secure the necessary budgetary appropriation or allocation to fulfill its obligations under this Agreement, (2) the Grantee becomes insolvent, (3) the Grantee fails to apply provided funds as intended under this Agreement, or (4) statutory changes affecting the program under which these funds were provided render funding this Agreement impossible. The Department shall notify the Grantee promptly in writing of such a determination and the effective date of the termination. The Grantee may request reconsideration by notifying the Department within 30 calendar days of the date of the Department's notification. The Department shall not terminate funding until after the request has been reconsidered but may withhold funds in the interim. Following the request for reconsideration, the decision of the Department will be made within 45 calendar days and will be final.

Section 11.5 Should the Project be terminated by the Department as a result of lack of funds or statutory changes, the Department will exercise best efforts to seek funds to be used to defray costs of shutting down the Project and the Grantee need not repay any funds already paid to the Grantee if such funds represent eligible Project costs that the Grantee has incurred. The Grantee shall take all actions necessary to ensure that the Department is repaid all funds associated with this Agreement should the Grantee become insolvent or declare bankruptcy or if the Grantee fails to apply funds as intended under this Agreement.

Section 11.6 Delays caused by Force Majeure events during construction shall not be deemed a breach or default under this Agreement. Upon the occasion of a Force Majeure event, as determined by the Department, which makes it impossible for the Project to be constructed and/or moots the need for the Project, the Department may terminate this Agreement at its discretion. Force Majeure events occurring during the performance period of this Agreement will automatically result in day-for-day extension(s) to the performance period if any is specified in this Agreement.

Section 11.7 All reimbursements from the Grantee may also require the payment of interest,

using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date payment is made by the Department to date of repayment by the Grantee.

ARTICLE 12. LIABILITY WAIVER

Section 12.1 The Grantee shall be responsible to the extent allowable by law for all damage to life and property due to its activities and those of its employees in connection with the Work performed under this Agreement. Even if the Grantee is not allowed by law to indemnify, the Grantee shall carry sufficient insurance which is acceptable to the Department in the Department's sole discretion to cover the risks for work performed under this Agreement for the Grantee, its employees, agents, contractors and subcontractors. In lieu of carrying insurance for its agents, contractors or subcontractors, the Grantee may require all its agents, contractors or subcontractors who perform any work or activity of any type in connection with this Agreement to carry insurance sufficient to cover the risks for all damage to life and property due any and all activities in connection with the work performed under this Agreement. However, such insurance does not relieve the Grantee of the burden of carrying insurance to cover the actions of its employees. Such insurance, purchased by either the Grantee or its agents, contractors or subcontractors, shall list the Commonwealth of Virginia, the Department, the Virginia Department of Transportation and the officers, agents and employees of these entities as additional insureds. Payment of any funds by the Department shall not waive any of the rights of the Department contained in this section nor release the Grantee from any responsibilities or duties contained in this Agreement. Further, to the extent allowable under Virginia law, it is expressly understood that the Grantee shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Department, the Virginia Department of Transportation, its officers, agents, and employees from and against all damages, claims, suits, judgments, expenses, actions and costs of every name and description, arising out of or resulting from any negligent act or omission in the performance by the Grantee or its subcontractors of the Work covered by this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity by the Grantee. The obligations of this section shall survive the termination or completion of this Agreement.

ARTICLE 13. CONFLICT OF INTEREST

Section 13.1 The provisions of the Virginia Conflict of Interest Act for State and Local Governments, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), shall apply for any Grantee that is a local or state government, or a local or state governmental agency, commission, or authority.

Section 13.2 The following shall apply to all Grantees not subject to the Virginia Conflict of Interest Act for State and Local Governments, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950):

1. The following definitions shall apply concerning conflict of interest provisions in this Agreement:

“Contract” or “agreement” means any agreement, including any contract or subcontract, whether written or not, to which the Grantee is a party or any agreement on behalf of the Grantee, including any subcontract, which involves the payment of funds appropriated by the General Assembly of Virginia distributed pursuant to or subject to this Agreement.

“Employee” means any person employed by the Grantee, whether full time or part time.

“Thing of pecuniary value” means anything having a monetary value including gifts, loans, services, securities, tangible objects, and business and professional opportunities.

2. Other than the salary and remuneration received from the Grantee as a normal attribute of employment with the Grantee, no employee of the Grantee shall solicit, offer to accept, or accept, any money or other thing of pecuniary value or financial benefit or advantage, for the employee or for any other person, especially for any of the following reasons:

- a. in consideration of the use of the employee’s position or status with the Grantee to obtain for any person or business any employment with or any contract with the Grantee or with any subcontractor or supplier of the Grantee, including any consulting or professional services contract.
- b. from any person or business other than the Grantee for performing any services for the Grantee in connection with any projects funded pursuant to or subject to this Agreement.
- c. from any person or business other than the Grantee for rendering any decision or directing any course of action in connection with any Projects funded pursuant to or subject to this Agreement.

3. If any contract is obtained in violation of this Article or if the terms of this Article are violated, the Department may require the Grantee to take whatever legal action is necessary to rescind, void, invalidate, or cancel such contract or other action taken and/or to recover any funds paid in violation of the provisions of this Article, and remit recovered funds to the Department.

ARTICLE 14. COVENANT AGAINST CONTINGENT FEES

Section 14.1 The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, the Department shall have the right to terminate this Agreement, without liability, in accordance with Article 11.

ARTICLE 15. NON-DISCRIMINATION

Section 15.1 In the solicitation or awarding of any contracts directly related to this Agreement, the Grantee shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law relating to discrimination in employment.

Section 15.2 During the performance of this Agreement, the Grantee agrees as follows: (a) the Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Virginia law relating to discrimination in employment. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) the Grantee, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, will state that the Grantee, where applicable, is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Section 15.3 In all solicitations, either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of age, race, religion, sex, color, disability or national origin.

ARTICLE 16. DRUG-FREE WORKPLACE

Section 16.1 During the performance of this Agreement, the Grantee agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Grantee that the Grantee maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

ARTICLE 17. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES

Section 17.1 The Grantee is encouraged to seek and use Small, Women, and Minority (SWAM) enterprises in relation to this Agreement.

ARTICLE 18. PERSONS WITH DISABILITIES

Section 18.1 The Grantee, its agents, employees, assigns or successors, and any persons, firms or agencies of whatever nature with whom it may contract or make an agreement shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* 1950, as amended), the terms of which are incorporated herein by reference.

ARTICLE 19. NONRESTRICTIVE CLAUSE

Section 19.1 Solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

ARTICLE 20. SPECIAL CAPITAL PROVISIONS

Section 20.1 The American with Disabilities Act (“ADA”) established universal access by requiring complementary paratransit services to be provided for visitors if they have been certified as “ADA paratransit eligible” by a public entity. Grantees that provide paratransit services must honor the certification of a visitor qualified by another public entity for a period of 60 days during a calendar year. The visiting rider shall not have to provide any additional documentation, participate in interviews or any other reviews to gain the complementary certification. If the visitor needs service beyond the sixty days in a calendar year, he or she must go through the paratransit system’s qualification process.

Section 20.2 The purchase of all capital financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee in accordance with the Department's standard procurement procedures, Virginia law, and accepted good business practices. All plans, specifications, estimates of costs, award of contracts, performance and acceptance of work, and procedures in general are subject at all times to all applicable laws, rules, regulations, and orders. The Department reserves the right to review and approve all solicitations for purchase of equipment, facilities, and services prior to their issuance by the Grantee.

Section 20.3 The Grantee agrees that the capital funded under this Agreement shall remain in service in the area and be used for the purpose for which they were purchased for the duration of their useful lives. If the capital is not used in this manner, the Grantee shall immediately notify the Department. The Department shall have the option of requiring the Grantee either to relinquish title to the capital to the Department or to remit to the Department an amount equal to

a proportional share of the fair market value of the capital based upon the ratio of participation by the Department. The Grantee shall keep records of the use of the capital for review by the Department upon request.

Section 20.4 The Grantee shall permit the Department or its authorized representatives to inspect at any time all vehicles, facilities and equipment purchased or constructed by the Grantee as part of the Project; all transportation services rendered by the Grantee using such vehicles, facilities and equipment; and all relevant Project data and records.

Section 20.5 The Grantee shall maintain, in amount and form satisfactory to the Department, and in accordance with the laws of the Commonwealth of Virginia, such insurance or self-insurance as will be adequate to protect the capital throughout the period of required use. The Department will be named as insured in the insurance policy on any vehicles purchased with funds provided under this Agreement.

Section 20.6 Any motor vehicles purchased under this grant will comply with Motor Vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of the *Code of Virginia* (Title 46.2).

Section 20.7 A debt service payment including interest on local or agency bonds that complies with the requirements of Article 3 “Allowable Costs” of this Agreement is an allowable capital cost under this Agreement.

Section 20.8 When any motor vehicle is purchased with funds supplied by the Department pursuant to this Agreement, the Department reserves the right, at its sole discretion, to require that a lien or security interest be placed upon the title of said vehicle to secure the amount of the funds supplied by the Department, with the lien or security interest to be perfected and recorded upon the certificate of title in the manner prescribed by law, with the certificate of title to be sent to the Department.

Section 20.9 Service life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from service. Minimum normal service lives for buses and vans are

- A. Large, heavy-duty transit buses (approximately 35'-40', and articulated buses): at least 12 years of service or an accumulation of at least 500,000 miles.
- B. Medium-size, heavy-duty transit buses (approximately 30'): 10 years or 350,000 miles.
- C. Medium-size, medium-duty transit buses (approximately 30'): 7 years or 200,000 miles.
- D. Medium-size, light-duty transit buses (approximately 25-35'): 5 years or 150,000 miles.
- E. Other light-duty vehicles such as small buses and regular and specialized vans: 4 years or 100,000 miles.

Section 20.10 The Department encourages the Grantee to use the peer review process to confer with other transit operations and maintenance experts in order to benefit from their experiences and to improve the performance of the process or product being reviewed. Although the Grantee is encouraged to conduct peer review with all capital projects, the Department may require peer review in some instances.

ARTICLE 21. MISCELLANEOUS PROVISIONS

Section 21.1 No member, officer, or employee of the Department, during his tenure or one year thereafter, shall have any interest, direct or indirect, that is prohibited by Virginia law in this Agreement.

Section 21.2 This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Virginia.

Section 21.3 Grantees must comply with all of the requirements specified in this Agreement, as well as all related and relevant Federal and State laws and regulations.

Section 21.4 If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality or validity or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be binding upon the Parties.

Section 21.5 All provisions of this Agreement shall be binding upon the parties and their respective successors and assigns.

Section 21.6 If the Department requests, the Grantee agrees to appoint one principal representative selected by the Department to the oversight board of any public transit service provider on which the Commonwealth is not already represented by a principal member and which benefits from state funding provided to the Grantee. If the members of an oversight board are determined through public election, or if complying with this requirement will violate a federal or state statute or General Assembly authorization, this provision shall not apply.

ARTICLE 22. INCORPORATION OF PROVISIONS

Section 22.1 All covenants and provisions of this Agreement shall be made expressly a part of any subcontracts executed by the Grantee, and shall be binding on the subcontractors, their agents, and employees.

ARTICLE 23. UNAUTHORIZED ALIENS

Section 23.1 The Grantee certifies that it does not, and that it shall not, during the performance of this Agreement and any Project Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the Act). The Grantee will

also contractually require any contractors who participate in any Project funded pursuant to this Agreement and any Project Agreement to comply with this provision. Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

**Project Agreement for the Use of
Commonwealth Transportation Funds
Six Year Improvement Program Approved Project
Project Numbers 73022-40 and 73122-40**

This Agreement (“Agreement”), effective July 1, 2021, by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the purchase of four electric buses to replace existing diesel buses (“Project”).

WHEREAS, the Virginia Department of Environmental Quality (“DEQ”) is overseeing the implementation of \$93.6 million from the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (“VW Trust”) to offset emissions of nitrogen oxides in the Commonwealth of Virginia (“Commonwealth”); and

WHEREAS, DEQ and the Department executed a Memorandum of Agreement on April 23, 2019, which outlines the process for distribution \$14 million of the VW Trust funds available to supplement transit capital funds to support additional capital costs associated with replacing diesel transit buses with all-electric transit buses in the Commonwealth; and

WHEREAS, the Northern Virginia Transportation Commission, on behalf of the Grantee, submitted an application on February 1, 2021 to the Department’s capital program and VW Trust program for funding in the Fiscal Year 2022 Six Year Improvement Program for the Project, including detailing the Project Scope, Project Budget, and Project Schedule (“Application”); and

WHEREAS, on June 23, 2021, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Grantee acknowledges that the funding shall not be used for any purpose or allowed expense other than the allowed expenses associated with the Project as detailed in the Application; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of each Party, the manner of performing the necessary Work, the method and time of payment, and to set out additional conditions associated with the Project.

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

DEFINITIONS

Contractor means private contractor(s), including consultants, which may be engaged by the Grantee to perform work.

Designated Representative(s) means a person or persons appointed by the Grantee or the Department to represent, in whole or in part, the party in issues associated with this Agreement.

Director means the Director of the Department.

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

Force Majeure Event(s) means fire, flood, war, rebellion, riots, strikes, or acts of God, which may affect or prevent either party from timely or properly performing its obligations under this Agreement.

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

Project Reimbursement Form means the form provided by the Department to the Grantee to use for reimbursement of eligible Project costs incurred by the Grantee.

Project Schedule means the schedule for completing the Work agreed to by the Parties, as provided by the Grantee in its Application.

Project Scope means the description of the Work including plans, specifications, schedule of values, cost estimates, and any other documents necessary to complete the Work, as provided by the Grantee in its Application.

Reimbursement is defined as the expenditure having been incurred but not necessarily having been paid by the Grantee. Payment of State funds under this Agreement shall not exceed the Project Budget defined in Section 1.2.

VW Trust Fund funding is defined as the funding provided by DEQ from the VW Trust specifically allocated to fund the incremental cost between a new all-electric transit bus and a new diesel equivalent bus, and a depot charger per electric bus. Payment of VW Trust funds under this Agreement shall not exceed the Project Budget defined in Section 1.2.

Work means all labor, materials, equipment, tasks, duties, obligations, services, requirements, and activities of whatever kind or nature, express or implied, direct, indirect, or incidental, and all items tangible and intangible, required for the Grantee to fulfill their obligations under this Agreement, in whole or in part.

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

Section 1.1 The Work is to accomplish the following:

- a. Purchase four electric buses to replace diesel buses with the following Vehicle Identification Numbers (“VIN”):

5FYD5FV197C031571 5FYD5FV147C031574
 5FYD5FV177C031584 5FYD5FV197C031585

Section 1.2 The Project Budget is as follows:

Total Project Budget	<u>\$3,410,800</u>
VW Trust Funding Under Project Number 73022-40:	\$1,269,524
Local Participation Under Project Number 73022-40:	\$ 319,156
Total Funding Under Project Number 73022-40:	\$1,588,680
State Transit Funding Under Project Number 73122-40:	\$1,456,068
Local Participation Under Project Number 73122-40:	\$ 366,052
Total Funding Under Project Number 73122-40:	\$1,822,120

The maximum funding available for reimbursement by the Department, as provided for in the Fiscal Year 2022 Six Year Improvement Program, under this Agreement, shall be as follows:

<u>Purchase of buses</u>	<u>\$2,725,592</u>
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The Project Schedule is as follows:

<u>Project Schedule by Category</u>	<u>Date of Milestone</u>
Notice to Proceed	7/01/2021
Vehicles Delivered	6/30/2022
Vehicle Scrappage Completion	9/30/2022
Project Closeout Date	12/31/2022

Purchase and delivery of vehicles must be completed by 6/30/2022 according to the terms of this Agreement. A 90-day grace period after 6/30/2022 is available to complete submission of all reimbursement requests to the Department.

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

Section 1.4 Any cost of completing the Work in excess of \$2,725,592 shall be the responsibility of the Grantee.

Section 1.5 By signing this Agreement, the Grantee agrees to adhere to separate requirements

issued by the Department as follows:

- A. Grant administration requirements to administer the grant after award as provided in the Grant Administration Procedures
- B. Maintenance of Asset Inventory through the Department's TransAM system
- C. Performance Reporting through OLGA.

Section 1.6 The Grantee will provide quarterly progress reports to the Department to ensure adherence to the Project Schedule and Project Budget. The progress reports will include, but not be limited to, progress against milestones presented in Section 1.2, eligible and ineligible costs expended to date, actual or estimated completion dates, scrappage and any income from salvaged parts as identified in Section 2.3(h), and any project issues or concerns including information necessary to satisfy reimbursement requests from the VW Trust.

Section 1.7 In the event that the Grantee receives subsequent allocation(s) of State funding from another source or receives Federal funding applicable to the Project's budget governed by this Agreement, the allocation(s) of State funds shall be reduced by the amount of the subsequent allocation(s) of State funding or Federal funding. Grantees shall notify the Department in writing when subsequent allocation(s) of State funding or Federal funding are received.

Section 1.8 The Grantee agrees that it will provide local funds in an amount sufficient, together with the State funds and the VW Trust Fund funding governed by this Agreement, to assure payment of the total Project cost. The Grantee further agrees that no refund or reduction of the amount so provided will be made at any time, unless there is at the same time a refund and/or de-obligation to the Department of a proportional amount of the State funds and the VW Trust Fund funding being refunded or reduced. The Grantee's obligation to provide the local share is calculated on the Project as a whole.

Section 1.9 The Grantee shall provide to the Department audited financial statements, which include the expenses incurred under this Agreement, within 6 months after the Project Close-Out date.

ARTICLE 2. REIMBURSEMENT OF GRANTEE

Section 2.1 Payment to the Grantee of the Department's share of the Project cost shall be made on a Reimbursement basis. The final Reimbursement request must be submitted to the Department within 90 calendar days following the end date of the Project.

Section 2.2 The Grantee shall submit Reimbursement requests no more frequently than once a month and within 90 calendar days from the date the expense has been incurred using the form provided by the Department. Reimbursement requests must be supported by third party evidence. Subject to approval by the Department for payment, Reimbursement will be made within 30 calendar days of receipt of the request by the Department.

Section 2.3 Reimbursement requests for the purchase of electric buses must include in the

supporting documentation indicating fulfillment of the scrappage requirements in disposing of the diesel bus that is being replaced by the electric bus. The scrappage requirements are as follows:

- a. The vehicle being replaced must be a 2009 model year or older Class 7 or Class 8 diesel transit bus.
- b. The vehicle and engine being replaced must be scrapped or rendered permanently disabled.
- c. The vehicle being replaced must have been in service when the Application for the VW Trust program was submitted.
- d. The vehicle being replaced must have had a similar usage profile as the electric bus being purchased under this Agreement.
- e. Cut a three-inch by three-inch hole in the engine block (the part of the engine containing the cylinders) of the vehicle being replaced.
- f. Disable the chassis by cutting through the frame/frame rails on each side at a point located between the front and rear axles of the vehicle being replaced.
- g. Provide evidence of appropriate disposal of the vehicle being replaced, which includes a signed certificate of destruction and digital photos of the engine tag (showing serial number, engine family number, and engine model year), the destroyed engine block, and cut frame rails or other cut structural components as applicable.
- h. Vehicle components that are not part of the engine or chassis may be salvaged from the bus being replaced (e.g. plow blades, shovels, seats, tires, etc.).

Section 2.4 Incomplete Reimbursement requests or those not adequately supported with documentation may result in a delayed or a partial Reimbursement to the Grantee.

Section 2.5 Any expenditure reimbursed to the Grantee by the Department subsequently found not to be in accordance with the provisions of this Agreement, or Federal, State, or local law, will be repaid to the Department by the Grantee within 60 calendar days of such notice. DEQ's share of the repayment will be paid to DEQ within 30 days of receipt from the Grantee.

Section 2.6 The Grantee shall remit payment to contractors/vendors within five business days of receipt of the Reimbursement from the Department. Should the Grantee be unable to meet this requirement for any reason, the Grantee must immediately notify the Chief Financial Officer of the Department in writing and deposit funds received in an interest bearing account. Interest proceeds must be utilized toward the Project as additional state funding requiring the appropriate local match. The Department may require the repayment of the funds depending on the revised date that the Grantee will remit payment(s) to its contractors/vendors. If the Grantee fails to

comply with this requirement, the Department will require the Grantee to submit Reimbursement requests only after payment has been made by the Grantee to its contractors/vendors.

Section 2.7 The Grantee is responsible for payment of all contractors. The Grantee shall attach to each Reimbursement request copies of contractors' invoices.

Section 2.8 A Project amendment may not be made for the purpose of providing any Reimbursement for any interest payment or charge made pursuant to this Article, nor may any cost Reimbursement claim include any amount for Reimbursement for any such interest charge.

ARTICLE 3. ALLOWABLE COSTS

Section 3.1 The Grantee agrees to incur obligations against and make disbursements of Project funds in accordance all provisions of this Agreement, and any other requirements referenced herein. Funding provided in this Agreement shall be for the reimbursement of eligible Project costs as listed in this Agreement and for no other purpose. Funds shall be spent on a pro rata basis as identified in the Project Budget in Section 1.2 with respect to each party's funding share. All purchases made as a matter of this Agreement shall be charged at the actual cost(s) with no Grantee markups.

Section 3.2 Eligible Project costs must meet the following requirements:

- a. Be necessary in order to accomplish the Work in Section 1.1.
- b. Be reasonable in amount for the goods purchased.
- c. Be actual net costs to the Grantee (i.e., the price paid minus any refunds, rebates, salvage, or other items of value received by the Grantee which have the effect of reducing the cost actually incurred and paid).
- d. Be incurred during the time period specified in the Project Schedule in Section 1.2.
- e. Be in accordance with 2 C.F.R. pt. 200, Subpart E.

Section 3.3 Eligible Project costs include the following:

- a. Up to 100% of the incremental cost between a new all-electric transit bus and a new diesel-powered equivalent transit bus.
- b. Up to 100% of a depot charger per electric bus.

The Department shall make the final determination as to what costs are eligible, not to exceed the funding amount in section 1.2.

Section 3.4 The following are considered ineligible Project costs for reimbursement with VW

Trust Funds managed under Project Number 73022-40:

- a. Administrative costs.
- b. Transit bus options beyond those necessary to put a transit bus into service.
- c. Construction or electrical costs for facility service upgrades.

The above listed costs must be charged to Project Number 73122-40.

ARTICLE 4. LAPSE OF FUNDS

Section 4.1 This Agreement obligates the Grantee to undertake and complete the Project within the period of availability as defined in the Project Schedule in Section 1.2. Funds will cease to be available at the end of the Project's period of availability.

Section 4.2 By marking the final Project Reimbursement Form "Final" the Grantee is certifying in writing that the Project has been completed.

Section 4.3 Sixty calendar days after payment of the final Project Reimbursement Form, the Department will withdraw any remaining State and VW Trust Funds.

Section 4.4 Any work necessary in connection with the Project, which is not specifically provided for as Work by this Agreement, shall be the responsibility of the Grantee.

ARTICLE 5. MAINTENANCE OF RECORDS

Section 5.1 The Grantee and its subcontractors shall maintain all books, documents, papers, accounting records, and any other evidence, supporting their activities and the costs incurred. Such information shall be made available for audit and inspection at Grantee's respective offices at all reasonable times during the Agreement period and for a period of 10 years from the end of the state fiscal year (i.e., June 30) in which the final payment is made for this Agreement by the Department to the Grantee. Copies of such information shall be furnished by the Grantee to the Department upon request.

ARTICLE 6. AUDIT AND INSPECTION OF RECORDS

Section 6.1 The Grantee and its subcontractors shall permit the authorized representatives of the Department to inspect and audit all records of the Grantee and its subcontractors relating to the performance of this Agreement. The Department reserves the right to require any recipient of State funds, regardless of amount, to have an audit performed on any matter relating to a Project funded by the Department through this Agreement, and to designate the scope of such audit.

Section 6.2 As the lead agency designated by the Commonwealth of Virginia to implement the VW Trust Funds, DEQ reserves the right to require any recipient of VW Trust Funds, regardless of amount, to have an audit performed on any matter relating to a project funded by DEQ through the Department in this Agreement, and to designate the scope of such audit.

Section 6.3 All Grantees must follow the requirements of 2 C.F.R. pt. 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”. A Single Audit is required when an entity spends Federal funds of \$750,000 or more in a year. Recipients must maintain auditable records and adequate supporting documentation. Recipients spending less than \$750,000 of Federal assistance during any one fiscal year are not required to have a Single Audit performed unless specifically requested by the Department.

Section 6.4 If an independent Certified Public Accountant, other auditor, the Department, DEQ, or any other party conducting an authorized audit finds the recipient not to be in compliance with any provision of this Agreement, or any relevant Federal or State law or regulation, the recipient must provide a satisfactory corrective action plan to the Department within 60 days of notification of that finding. The scope of any audit conducted must include expenditures made by subrecipients of the grant, including consultants, subconsultants, and any other recipients of pass-through funds.

Section 6.5 The Grantee agrees that following the completion of any audit performed in accordance with this Article, it will promptly refund to the Department within 60 calendar days any payments that (1) are found by the Department to be unsupported by acceptable records, or (2) are found by the Department to be in violation of any other provisions of this Agreement. Acceptable records are defined as original documents (such as timesheets, travel reimbursements, invoices, etc.) that were used to generate amounts on the reimbursement forms submitted to the Department. The Department also may require the Grantee to furnish certified reports of all expenditures under any subcontracts.

Section 6.6 All Grantees must submit audited financial statements to the Department within six months following the Grantee’s fiscal year end. Send a copy (emails are preferred) to:

Virginia Department of Rail and Public Transportation
Attention: Audit Manager
600 East Main Street, Suite 2102
Richmond, VA 23219

ARTICLE 7. REQUEST FOR PROPOSALS AND SUBCONTRACTOR APPROVAL

Section 7.1 The Department reserves the right to review and approve, in advance, any request for proposals or solicitation to bid to any prospective contracting organizations. The Department also reserves the right to require that the Grantee not execute any contract, amendment, or change order thereto, or to obligate itself in any manner with any third party with respect to its rights, duties, obligations, or responsibilities under this Agreement unless and until authorized to do so in writing by the Department.

ARTICLE 8. ASSIGNMENTS

Section 8.1 Assignment of any portion of this Agreement shall have the prior written approval of the Department.

ARTICLE 9. TERM, ENTIRE AGREEMENT, AND AMENDMENT

Section 9.1 This Agreement shall be effective immediately upon its execution by all Parties.

Section 9.2 This Agreement and the requirements referenced herein constitute the entire and exclusive agreement between the parties relating to all specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations, and/or practices relative to the foregoing are hereby superseded, revoked and rendered ineffective for any purpose.

Section 9.3 The execution of this Agreement may include electronic signatures using Personal Identification Number (PIN) based access.

ARTICLE 10. NOTICES AND DESIGNATED REPRESENTATIVE

Section 10.1 All notices or communications with respect to this Agreement shall be in writing and shall be deemed delivered upon delivery by hand, upon the next business day if sent prepaid overnight delivery service, or on the third business day following mailing by U.S. Mail, certified, postage prepaid, return receipt requested, to the addresses set forth below or such other addresses as may be specified by delivery of prior notice by a party to the other parties.

Designated
Representative:

Department: James Motley, Interim Chief Financial Officer
600 East Main Street, Suite 2102
Richmond, VA 23219
jamie.motley@drpt.virginia.gov

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

Grantee: Scott Kalkwarf, Director of Finance & Administration

2300 Wilson Blvd., Suite 230
Arlington, VA 22201
scottKalkwarf@novatransit.org

ARTICLE 11. TERMINATION OF AGREEMENT

This Agreement shall be terminated upon the occurrence of any of the following:

Section 11.1 The Grantee may terminate the Project at any time by notifying the Department in writing 30 calendar days in advance. If such termination occurs, the Grantee shall repay the Department all funds received according to the provisions of this Article.

Section 11.2 The Grantee may terminate the Agreement at any time it is determined by Virginia law that the Department has materially breached this Agreement and has failed to cure such breach within 90 calendar days. Should such occur, the Grantee shall be entitled to whatever remedies may be provided for by law. However, this provision does not constitute a waiver of the Department's sovereign immunity. Furthermore, the Grantee will not be required to repay any funds that have been provided by Department pursuant to this Agreement.

Section 11.3 Upon 30 calendar days notice to the Grantee, the Department may terminate, in whole or in part, the funding under this Agreement at any time it is determined that Grantee has materially breached this Agreement and has failed to cure said breach after 90 calendar days notice, or if the Department in its sole judgment determines that compliance within 90 calendar days is not reasonable, then within such time period as the Department may agree. The Department shall notify the Grantee promptly in writing of such a determination and the effective date of the termination. The Grantee may request reconsideration by notifying the Department within 30 calendar days of the date of the Department's notification. The Department shall not terminate funding until after the request has been reconsidered but may withhold funds in the interim. Following the request for reconsideration, the decision of the Department will be made within 45 calendar days and will be final. If this Agreement is terminated by the Department for the Grantee's material breach, the Grantee will repay the Department all funds received for the Project. Such payment shall be made within 60 calendar days following notification by the Department of the amount to be repaid.

Section 11.4 Upon 30 calendar days notice to the Grantee, the Department may terminate, in whole or in part, the funding under this Agreement at any time if (1) the Department fails to secure the necessary budgetary appropriation or allocation to fulfill its obligations under this Agreement, (2) the Grantee becomes insolvent, (3) the Grantee fails to apply provided funds as intended under this Agreement, or (4) statutory changes affecting the program under which these funds were provided render funding this Agreement impossible. The Department shall notify the Grantee promptly in writing of such a determination and the effective date of the termination. The Grantee may request reconsideration by notifying the Department within 30 calendar days of the date of the Department's notification. The Department shall not terminate funding until after the request has been reconsidered but may withhold funds in the interim. Following the request for reconsideration, the decision of the Department will be made within 45 calendar days and

will be final.

Section 11.5 Should the Project be terminated by the Department as a result of lack of funds or statutory changes, the Department will exercise best efforts to seek funds to be used to defray costs of shutting down the Project and the Grantee need not repay any funds already paid to the Grantee if such funds represent eligible Project costs that the Grantee has incurred. The Grantee shall take all actions necessary to ensure that the Department is repaid all funds associated with this Agreement should the Grantee become insolvent or declare bankruptcy or if the Grantee fails to apply funds as intended under this Agreement.

Section 11.6 Delays caused by Force Majeure events during construction shall not be deemed a breach or default under this Agreement. Upon the occasion of a Force Majeure event, as determined by the Department, which makes it impossible for the Project to be constructed and/or moots the need for the Project, the Department may terminate this Agreement at its discretion. Force Majeure events occurring during the performance period of this Agreement will automatically result in day-for-day extension(s) to the performance period if any is specified in this Agreement.

Section 11.7 All reimbursements from the Grantee may also require the payment of interest, using the prevailing statutory legal rate of interest established by the Virginia General Assembly, calculated from the date payment is made by the Department to date of repayment by the Grantee.

ARTICLE 12. LIABILITY WAIVER

Section 12.1 The Grantee shall be responsible to the extent allowable by law for all damage to life and property due to its activities and those of its employees in connection with the Work performed under this Agreement. Even if the Grantee is not allowed by law to indemnify, the Grantee shall carry sufficient insurance which is acceptable to the Department in the Department's sole discretion to cover the risks for work performed under this Agreement for the Grantee, its employees, agents, contractors and subcontractors. In lieu of carrying insurance for its agents, contractors or subcontractors, the Grantee may require all its agents, contractors or subcontractors who perform any work or activity of any type in connection with this Agreement to carry insurance sufficient to cover the risks for all damage to life and property due any and all activities in connection with the work performed under this Agreement. However, such insurance does not relieve the Grantee of the burden of carrying insurance to cover the actions of its employees. Such insurance, purchased by either the Grantee or its agents, contractors or subcontractors, shall list the Commonwealth of Virginia, the Department, the Virginia Department of Transportation and the officers, agents and employees of these entities as additional insureds. Payment of any funds by the Department shall not waive any of the rights of the Department contained in this section nor release the Grantee from any responsibilities or duties contained in this Agreement. Further, to the extent allowable under Virginia law, it is expressly understood that the Grantee shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Department, the Virginia Department of Transportation, its officers, agents, and employees from and against all damages, claims, suits, judgments,

expenses, actions and costs of every name and description, arising out of or resulting from any negligent act or omission in the performance by the Grantee or its subcontractors of the Work covered by this Agreement. Nothing herein shall be deemed to constitute a waiver of sovereign immunity by the Grantee. The obligations of this section shall survive the termination or completion of this Agreement.

ARTICLE 13. CONFLICT OF INTEREST

Section 13.1 The provisions of the Virginia Conflict of Interest Act for State and Local Governments, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950), shall apply for any Grantee that is a local or state government, or a local or state governmental agency, commission, or authority.

Section 13.2 The following shall apply to all Grantees not subject to the Virginia Conflict of Interest Act for State and Local Governments, § 2.2-3100 *et seq.* of the *Code of Virginia* (1950):

1. The following definitions shall apply concerning conflict of interest provisions in this Agreement:

“Contract” or “agreement” means any agreement, including any contract or subcontract, whether written or not, to which the Grantee is a party or any agreement on behalf of the Grantee, including any subcontract, which involves the payment of funds appropriated by the General Assembly of Virginia distributed pursuant to or subject to this Agreement.

“Employee” means any person employed by the Grantee, whether full time or part time.

“Thing of pecuniary value” means anything having a monetary value including gifts, loans, services, securities, tangible objects, and business and professional opportunities.

2. Other than the salary and remuneration received from the Grantee as a normal attribute of employment with the Grantee, no employee of the Grantee shall solicit, offer to accept, or accept, any money or other thing of pecuniary value or financial benefit or advantage, for the employee or for any other person, especially for any of the following reasons:
 - a. in consideration of the use of the employee’s position or status with the Grantee to obtain for any person or business any employment with or any contract with the Grantee or with any subcontractor or supplier of the Grantee, including any consulting or professional services contract.
 - b. from any person or business other than the Grantee for performing any services for the Grantee in connection with any projects funded pursuant to or subject to this Agreement.

- c. from any person or business other than the Grantee for rendering any decision or directing any course of action in connection with any Projects funded pursuant to or subject to this Agreement.

3. If any contract is obtained in violation of this Article or if the terms of this Article are violated, the Department may require the Grantee to take whatever legal action is necessary to rescind, void, invalidate, or cancel such contract or other action taken and/or to recover any funds paid in violation of the provisions of this Article, and remit recovered funds to the Department.

ARTICLE 14. COVENANT AGAINST CONTINGENT FEES

Section 14.1 The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Grantee, any fee, commission, percentage, brokerage fee, or other considerations, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to terminate this Agreement, without liability, in accordance with Article 11.

ARTICLE 15. NON-DISCRIMINATION

Section 15.1 In the solicitation or awarding of any contracts directly related to this Agreement, the Grantee shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Virginia law relating to discrimination in employment.

Section 15.2 During the performance of this Agreement, the Grantee agrees as follows: (a) the Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by Virginia law relating to discrimination in employment. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; (b) the Grantee, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, will state that the Grantee, where applicable, is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Section 15.3 In all solicitations, either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Grantee of the Grantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of age, race, religion, sex, color, disability or national origin.

ARTICLE 16. DRUG-FREE WORKPLACE

Section 16.1 During the performance of this Agreement, the Grantee agrees to (a) provide a drug-free workplace for its employees; (b) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Grantee that the Grantee maintains a drug-free workplace; and (d) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

ARTICLE 17. SMALL, WOMEN, AND MINORITY (SWAM) BUSINESSES

Section 17.1 The Grantee is encouraged to seek and use Small, Women, and Minority (SWAM) enterprises in relation to this Agreement.

ARTICLE 18. PERSONS WITH DISABILITIES

Section 18.1 The Grantee, its agents, employees, assigns or successors, and any persons, firms or agencies of whatever nature with whom it may contract or make an agreement shall comply with the provisions of the Virginians with Disabilities Act (§ 51.5-40 through § 51.5-46 of the *Code of Virginia* 1950, as amended), the terms of which are incorporated herein by reference.

ARTICLE 19. NONRESTRICTIVE CLAUSE

Section 19.1 Solicitation documents will be based upon clear and accurate descriptions of the technical requirements for the material, product, or service to be procured. The descriptions will not contain features that unduly restrict competition.

ARTICLE 20. SPECIAL CAPITAL PROVISIONS

Section 20.1 The American with Disabilities Act (“ADA”) established universal access by requiring complementary paratransit services to be provided for visitors if they have been certified as “ADA paratransit eligible” by a public entity. Grantees that provide paratransit

services must honor the certification of a visitor qualified by another public entity for a period of 60 days during a calendar year. The visiting rider shall not have to provide any additional documentation, participate in interviews or any other reviews to gain the complementary certification. If the visitor needs service beyond the sixty days in a calendar year, he or she must go through the paratransit system's qualification process.

Section 20.2 The purchase of all capital financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee in accordance with the Department's standard procurement procedures, Virginia law, and accepted good business practices. All plans, specifications, estimates of costs, award of contracts, performance and acceptance of work, and procedures in general are subject at all times to all applicable laws, rules, regulations, and orders. The Department reserves the right to review and approve all solicitations for purchase of equipment, facilities, and services prior to their issuance by the Grantee.

Section 20.3 The Grantee agrees that the capital funded under this Agreement shall remain in service in the area and be used for the purpose for which they were purchased for the duration of their useful lives. If the capital is not used in this manner, the Grantee shall immediately notify the Department. The Department shall have the option of requiring the Grantee either to relinquish title to the capital to the Department or to remit to the Department an amount equal to a proportional share of the fair market value of the capital based upon the ratio of participation by the Department. The Grantee shall keep records of the use of the capital for review by the Department upon request.

Section 20.4 The Grantee shall permit the Department or its authorized representatives to inspect at any time all vehicles, facilities and equipment purchased or constructed by the Grantee as part of the Project; all transportation services rendered by the Grantee using such vehicles, facilities and equipment; and all relevant Project data and records.

Section 20.5 The Grantee shall maintain, in amount and form satisfactory to the Department, and in accordance with the laws of the Commonwealth of Virginia, such insurance or self-insurance as will be adequate to protect the capital throughout the period of required use. The Department will be named as insured in the insurance policy on any vehicles purchased with funds provided under this Agreement.

Section 20.6 Any motor vehicles purchased under this grant will comply with Motor Vehicle Safety Standards as established by the United States Department of Transportation and with the Motor Vehicle Standards of the *Code of Virginia* (Title 46.2).

Section 20.7 A debt service payment including interest on local or agency bonds that complies with the requirements of Article 3 "Allowable Costs" of this Agreement is an allowable capital cost under this Agreement.

Section 20.8 When any motor vehicle is purchased with funds supplied by the Department pursuant to this Agreement, the Department reserves the right, at its sole discretion, to require that a lien or security interest be placed upon the title of said vehicle to secure the amount of the funds supplied by the Department, with the lien or security interest to be perfected and recorded

upon the certificate of title in the manner prescribed by law, with the certificate of title to be sent to the Department.

Section 20.9 Service life of rolling stock begins on the date the vehicle is placed in revenue service and continues until it is removed from service. Minimum normal service lives for buses and vans are

- A. Large, heavy-duty transit buses (approximately 35'-40', and articulated buses): at least 12 years of service or an accumulation of at least 500,000 miles.
- B. Medium-size, heavy-duty transit buses (approximately 30'): 10 years or 350,000 miles.
- C. Medium-size, medium-duty transit buses (approximately 30'): 7 years or 200,000 miles.
- D. Medium-size, light-duty transit buses (approximately 25-35'): 5 years or 150,000 miles.
- E. Other light-duty vehicles such as small buses and regular and specialized vans: 4 years or 100,000 miles.

Section 20.10 The Department encourages the Grantee to use the peer review process to confer with other transit operations and maintenance experts in order to benefit from their experiences and to improve the performance of the process or product being reviewed. Although the Grantee is encouraged to conduct peer review with all capital projects, the Department may require peer review in some instances.

ARTICLE 21. MISCELLANEOUS PROVISIONS

Section 21.1 No member, officer, or employee of the Department, during his tenure or one year thereafter, shall have any interest, direct or indirect, that is prohibited by Virginia law in this Agreement.

Section 21.2 This Agreement shall, in all respects, be governed by the laws of the Commonwealth of Virginia.

Section 21.3 Grantees must comply with all of the requirements specified in this Agreement, as well as all related and relevant Federal and State laws and regulations.

Section 21.4 If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, it shall not affect the legality or validity or enforceability of any other part of this Agreement, and the remaining parts of this Agreement shall be binding upon the Parties.

Section 21.5 All provisions of this Agreement shall be binding upon the parties and their respective successors and assigns.

Section 21.6 If the Department requests, the Grantee agrees to appoint one principal

representative selected by the Department to the oversight board of any public transit service provider on which the Commonwealth is not already represented by a principal member and which benefits from state funding provided to the Grantee. If the members of an oversight board are determined through public election, or if complying with this requirement will violate a federal or state statute or General Assembly authorization, this provision shall not apply.

ARTICLE 22. INCORPORATION OF PROVISIONS

Section 22.1 All covenants and provisions of this Agreement shall be made expressly a part of any subcontracts executed by the Grantee, and shall be binding on the subcontractors, their agents, and employees.

ARTICLE 23. UNAUTHORIZED ALIENS

Section 23.1 The Grantee certifies that it does not, and that it shall not, during the performance of this Agreement and any Project Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986 (the Act). The Grantee will also contractually require any contractors who participate in any Project funded pursuant to this Agreement and any Project Agreement to comply with this provision. Unauthorized alien means, with respect to the employment of an alien (which is defined as any person not a citizen or national of the United States), at a particular time, that the alien is not at that time either (a) an alien lawfully admitted for permanent residence, or (b) authorized to be so employed by the Act or by the United States Attorney General.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

ACTION - 10

Authorization to Sign an Agreement for the Operation of a Parking Access and Revenue Collection System at the Wiehle-Reston East, Herndon, and Innovation Center Metrorail Stations (Dranesville and Hunter Mill Districts)

ISSUE:

Board approval of a Parking Access and Revenue Collection System Agreement between the Washington Metropolitan Area Transit Authority (WMATA) and the County to monitor and operate fare collections at the Wiehle-Reston East, Herndon, and Innovation Center Metrorail Stations.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the proposed Agreement with WMATA (Attachment 1), in substantial form, and authorize the Director of the Department of Transportation to execute this Agreement on behalf of Fairfax County.

TIMING:

Board action is requested on November 9, 2021, so WMATA will be prepared to monitor and operate revenue collection equipment at the County owned parking facilities on Silver Line Phase 2 when it opens.

BACKGROUND:

Fairfax County's first County-owned Metrorail parking facility was at Wiehle-Reston East. Since it opened, WMATA has operated the revenue collection without compensation from the County. With the advent of the extension of the Silver Line Phase 2, the County will now own three parking facilities. As such, WMATA and the Fairfax County Department of Transportation (FCDOT) have agreed on a mechanism to compensate WMATA for its efforts to operate the revenue collection equipment for these three facilities. FCDOT will pay WMATA a total annual amount based on a \$45 cost per space for the total number of parking spaces at each facility as follows:

Facility	Spaces	Amount
Wiehle-Reston East	2,300	\$103,500
Herndon	3,751	\$168,795
Innovation Center	2,072	\$93,240
TOTAL	8,123	\$365,535

Board Agenda Item
November 9, 2021

In concert with the Board's consideration of this item, the WMATA Board will consider the proposed agreement in the next few months.

FISCAL IMPACT:

The County will make a payment of \$45 per space per year for the duration of this agreement. The total payment will be \$365,535 per year. Funding to support this payment will be programmed in Fund 40125, Metrorail Parking System Pledged Revenues, and offset by parking fees collected at the facilities.

ENCLOSED DOCUMENTS:

Attachment 1 – Agreement for the Operation of a Parking Access and Revenue Collection System at the Wiehle-Reston East, Herndon, and Innovation Center Metrorail Stations

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Martha Coello, Chief, Special Projects Division, FCDOT
Thomas Reynolds, Maintenance Section Chief, Transit Services Division, FCDOT
Brent Riddle, Senior Transportation Planner, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

AGREEMENT FOR THE OPERATION OF A PARKING ACCESS AND REVENUE COLLECTION SYSTEM AT THE WIEHLE-RESTON EAST, HERNDON, AND INNOVATION CENTER METRORAIL STATIONS

This Agreement for the operation of Parking Garages at the Wiehle-Reston East, Herndon and Innovation Center Metrorail Stations (the “**Agreement**”) is entered into this _____ day of _____ (“**Effective Date**”), by and between the Washington Metropolitan Area Transit Authority (“**WMATA**”) and Fairfax County, Virginia (the “**County**”) (collectively, the “**Parties**”).

RECITALS

WHEREAS, upon the opening of Phase 2 of the Metrorail Silver Line, there will be non-WMATA owned parking facilities at the Herndon and Innovation Center Metrorail Stations in addition to the existing Wiehle-Reston East Metrorail Station in Fairfax County (the “**Facilities**”) for use by customers of the Silver Line as shown in Attachment A; and

WHEREAS, unlike other existing parking facilities adjacent to Metrorail stations, these Facilities are owned and will be operated by the County; and

WHEREAS, the Parties want customers of the Facilities to have a seamless commuting experience, similar to that of customers of WMATA owned and operated Metrorail parking facilities, which requires the Parties to make certain agreements between them; specifically, the Parties desire to utilize WMATA’s Parking Access and Revenue Collection (“**PARC**”) system at the Facilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1: The Role of the County in the Operation of the Facilities

- 1.01. Reserved.
- 1.02. The County owns the Facilities as of the Effective Date but not the PARC system. WMATA owns the PARC system described in Section 2.04 but does not own the Facilities.
- 1.03. The operation and maintenance of the Facilities and the equipment therein will be the sole responsibility of the County except for the PARC system.
- 1.04. All hardware and software used in the collection and/or processing of funds either through credit/debit cards or through SmarTrip® payment

solutions will be and will remain in compliance with the most recent applicable WMATA and Payment Card Industry (“**PCI**”) data security standards. To the extent that such software and related hardware are WMATA prescribed and are within the custody of WMATA, the County may rely on WMATA’s PCI certification for that software and related hardware.

- 1.05. Herndon Metrorail station: The County will provide WMATA with one (1) revenue collection room (Room 110) that is approximately 13-feet by 16-feet in dimension to house the equipment to support the revenue collection systems. Utility lighting, heating and air conditioning will be provided in the revenue collection rooms. The County will provide WMATA with one (1) parking operations room (Room 106) that will be approximately 14-feet by 35-feet in dimension. Direct and exclusive access to Room 106 will be provided by a door directly accessible from the parking area. Room 106 will be finished with painted walls, tiled floor, acoustical panel ceiling, office quality lighting, heating and air conditioning. Room 106 will be provided with a phone. This phone will be connected to the WMATA VoIP phone system or its replacement or upgraded system. One phone line will be connected to enable use of a dial-up modem for the PARC central processor with the other line used for voice communications. The County will also provide WMATA with two (2) parking spaces reasonably close to Room 110 reserved for and signed for WMATA vehicles for use by WMATA personnel when providing equipment service and maintenance. See Attachment B for further layout information.
- 1.06. Innovation Center Metrorail station: The County will provide WMATA with one (1) revenue collection room (Room 110) that is approximately 11-feet by 14-feet in dimension to house the equipment to support the revenue collection systems. Utility lighting, heating and air conditioning will be provided in the revenue collection rooms. The County will provide WMATA with one (1) parking operations room (Room 108) that will be approximately 12-feet by 25-feet in dimension. Direct and exclusive access to Room 108 will be provided by a door directly accessible from the parking area. Room 108 will be finished with painted walls, tiled floor, acoustical panel ceiling, office quality lighting, heating and air conditioning. Room 108 will be provided with a phone. This phone will be connected to the WMATA VoIP phone system or its replacement or upgraded system. One phone line will be connected to enable use of a dial-up modem for the PARC central processor with the other line used for voice communications. The County will also provide WMATA with two (2) parking spaces reasonably close to Room 110 reserved for and signed for WMATA vehicles for use by WMATA personnel when providing equipment service and maintenance. See Attachment C for further layout information.

- 1.07. Wiehle-Reston East Metrorail Station. The County has and will continue to provide WMATA with Room G355 (as described later in this paragraph) for use as a Parking Operations Room. Direct and exclusive access to the Parking Operations Room shall be provided by a door directly accessible from the parking area. Finish room with painted walls, tiled floor and acoustical panel ceiling. Provide office quality lighting, heating and air conditioning. The Parking Operations Room shall be provided with a phone. This phone shall be connected to the WMATA VoIP phone system or its replacement or upgraded system. One of these phone lines shall be connected to enable use of a dial-up modem for the PARC central processor with the other line used for voice communications. The County shall also provide WMATA with two (2) parking spaces reasonably close to Room G355 reserved for and signed for WMATA vehicles for use by WMATA personnel when providing equipment service and maintenance.
- 1.08. County personnel, including contractors hired by the County, and WMATA personnel working at each Facility will be allowed access to the Facility free of charge. Such access will be arranged through one or more mutually agreed upon methods, which may potentially include exception cards and/or added functionality to County identification badges.

Article 2: The Role of WMATA in the Operation of the Facilities.

- 2.01. WMATA will allow the County to connect the WMATA-owned but County-procured revenue collection equipment, including SmarTrip® readers to the WMATA regional fare collection information technology backbone.
- 2.02. WMATA will serve as a clearinghouse for revenue reconciliation of credit card payments, payments through SmarTrip® payment solutions, and any successor system to SmarTrip® all of which will run through the SmarTrip® Operations Funding Agreement reconciliation process.
- 2.03. WMATA will provide for the Facilities the same operating services for the remote monitoring of the parking control gates as WMATA provides to other parking facilities owned and operated by WMATA.
- 2.04. WMATA will own and maintain the PARC system, which will include the following: gate and lane control signal control console(s), communications support installations and connections, vehicle detector loops and loop leads to operate gates, credit card readers, in-lane customer service stations, SmarTrip® readers, COMMEND video interface, vehicle counting equipment, vehicle detector loop amplifier electronics and logic, programmable vehicle counting equipment and software, lane entrance/exit point counters, barrier/lane control gates, barrier/lane control gate controller/microprocessors, back-up power supplies for PARC system

equipment, controls for lane control signals, interfaces, wiring and miscellaneous equipment required to complete the system. Repairs to the PARC system will be at the same level of responsiveness as for other WMATA owned and operated parking facilities, and reasonable efforts will be made to avoid any material or adverse effects on the use and operation of the Facilities (it being understood that the same level of efforts as WMATA uses for other WMATA owned and operated Metrorail parking facilities will meet the requirements hereunder). WMATA has no responsibility for maintenance and repair of County-owned equipment. The County acknowledges and understands that WMATA's response time may be contingent upon receiving access from third parties which is not under WMATA's control.

- 2.05. Except as noted in this article or as may be required under the SmarTrip® Operations Funding Agreement, WMATA has no role or responsibility in the construction, maintenance or operation of the Facilities exclusive of the PARC system.

Article 3: Fees and Fee Reconciliation

- 3.01. The determination of any fees (i.e., daily parking rates and monthly parking permit fees) to be charged to customers will be made by the County through its normal processes.
- 3.02. All fees paid at the Facilities will belong to the County.
- 3.03. For purposes of revenue reconciliation under the SmarTrip® Operations Funding Agreement, payments through the SmarTrip® payment solutions and credit card payments made at the Facilities will be considered County receipts ("**County Receipts**"). The County will be credited for the parking fees incurred by customers of the Facilities and paid through a SmarTrip® payment solution or through a credit card (the "County Receipts" defined in this section) net of credit card fees described in Section 4.01.E.
- 3.04. All SmarTrip® transactions at the Facilities will be considered to be transactions under the SmarTrip® Operations Funding Agreement.
- 3.05. WMATA will not be responsible for any revenue losses at the Facilities except for revenue losses due to WMATA-employee or WMATA-contractor fraud. Neither Party will be responsible for revenue losses due to the temporary disabling of the PARC system during emergency situations and during times required for equipment maintenance and/or installation or replacement. WMATA will not be responsible for any revenue lost due to the absence of any required permission from any third-party operation and maintenance provider to access property controlled by them.

- 3.06. Reserved monthly parking permit fees as established by the County will be transmitted to the County on a monthly basis. Each month, WMATA will transmit to the County by the end of the month the monthly fees collected in the previous month. For example, January fees will be transmitted to the County on or before February 28th.

Article 4: Costs and Expenses To Be Borne By the County

- 4.01. The County agrees to pay to WMATA within thirty (30) days of its receipt of invoicing by WMATA the following costs and expenses:
- A. A payment of Forty-Five Dollars per space per year (\$45/space/year) in the first five years of the operation of each Facility covered by this Agreement. As shown in Attachment A, there are 8,123 spaces covered by this Agreement, which means that base fee for each of the first 5 base years is \$365,535 per year. The first annual payment will be due to WMATA sixty (60) days after the Revenue Service Date (as defined in Section 8.01) and annually thereafter on that date. Such annual payment will cover all reasonable costs of administration for remote monitoring of the PARC system to be used at the Facilities as referenced in Section 2.03 above along with all reasonable costs of maintenance, operation and repairs not covered by warranty for equipment that is part of the WMATA fare collection system and the PARC system, including the cost to reprogram the fare tables for changes not made in coordination with WMATA fare and rate changes. Administrative costs will include, but are not limited to, WMATA personnel expenses, maintenance of PARC equipment, administration of reserved parking program, supplies, and credit card transaction fees (excluding any chargeback fees, fines, penalties or refunds as noted in Section 4.01.E). The payment covered by this section is limited to the days and/or hours during which WMATA operates its own parking facilities (“**WMATA Parking Facility Hours**”). Operation of the Facilities outside of the regular WMATA Parking Facility Hours will be governed by Section 4.03.
 - B. Reserved.
 - C. Subject to the approval of the County, the reasonable cost of any future equipment changes or upgrades necessary to ensure the continued compatibility of the Facilities with the WMATA regional SmarTrip[®] system and/or any successor fare collection system, including credit card processing. WMATA will provide to the County written notice of any proposed equipment change or upgrade and the proposed cost therefor and a copy of the formal procurement package issued by WMATA. Once a contract is awarded the Parties will have a

period of sixty (60) days to reach agreement regarding such matters. In the event the Parties are not able to agree on the cost for the changed or upgraded system, this Agreement will terminate when WMATA's new system is fully implemented and activated but will not act to delay the implementation of the new PARC system and consequent termination of this Agreement.

- D. SmarTrip® operating system costs. For the avoidance of doubt, the Parties agree that payment of the costs incurred under the SmarTrip® Operations Funding Agreement will be deemed to be payment for purposes of this Agreement, i.e., payment of costs required under both agreements will be required from the County only once.
- E. All chargebacks, fees on the chargebacks, and any fines or penalties assessed by credit card organization or the settlement provider on WMATA for transactions covered by this Agreement. This will be reconciled monthly and any fees or other charges contemplated in this subsection will be taken from the revenues collected.

- 4.02. All invoices to the County and payments from the County covered by this Agreement will be separate from any invoices or payments made as subsidy payments for the general capital expenses or operations of WMATA. Payments will be sent as instructed on the invoice.
- 4.03. The annual fee set forth in Section 4.01.A applies to services provided by WMATA only during the regular WMATA Parking Facility Hours. At all other times, the gates at the Facilities will remain open. If the County elects to operate its Facilities and to collect parking fees during hours when the gates are open, customers may use the installed SmarTrip® and credit card reader equipment to make payment. However, the County will be solely responsible for all customer support and operation issues during that period. WMATA will not provide any remote monitoring or other services at any time outside of the regular WMATA Parking Facility Hours unless the County agrees to reimburse WMATA for its costs to support the additional Facility operating hours.

Article 5: Venue

- 5.01. Any suit, action, proceeding or claim arising out of or relating to this Agreement will be brought exclusively in the United States District Court for the Eastern District of Virginia, Alexandria Division.

Article 6: Notices

- 6.01. All notices hereunder will be in writing and will be deemed to have been sufficiently given or served for all purposes when presented personally, or

sent by a courier service or a national overnight delivery service, or the U.S. Overnight Express Mail, to any party hereunder as follows:

If to WMATA:

General Manager and Chief Executive Officer
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, D.C. 20001

With copies to:

General Counsel
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, D.C. 20001

and

Vice President of Real Estate and Parking
Washington Metropolitan Area Transit Authority
600 Fifth Street, N.W.
Washington, D.C. 20001
e-mail: RealEstate@wmata.com

If to Fairfax County, Virginia:

Mr. Bryan Hill
County Executive
12000 Government Center Parkway, Suite 552
Fairfax, VA 22035

With a second copy to:

Mr. Tom Biesiadny
Director
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033

and

County Attorney
12000 Government Center Parkway, Suite 549
Fairfax, VA 22035
Attention: WMATA Parking Agreement

Article 7: Amendments

- 7.01. This Agreement may only be amended in writing by the Parties, and an amendment will be valid upon execution by both Parties.

Article 8: Term

- 8.01 This Agreement will be effective as of the Effective Date. Performance of the obligations under this Agreement will begin on the date on which WMATA begins revenue service at the Herndon and Innovation Center Metrorail stations (“**Revenue Service Date**”), or such earlier date as the Parties may agree in writing, and will last for a term of five (5) years. If the performance term commences on the Revenue Service Date, WMATA will provide to the County thirty (30) days’ advance written notice of such date. On the fourth anniversary of the Revenue Service Date, the Parties will provide written notice to each other whether they desire to extend the Agreement beyond the initial five-year performance term. If both Parties desire to extend beyond the initial five-year performance period, the Parties will have a period of six months to reach agreement on the terms, including pricing and duration. In the event the Parties either do not desire to extend or cannot reach agreement regarding the extension, this Agreement will terminate at the fifth anniversary of the Revenue Service Date (“**Termination Date**”), however the County will have an extension of up to six months beyond the Termination Date if needed to implement a replacement payment system. During such six-month extension, this

Agreement will continue on the same terms as set forth herein. As part of the termination process, WMATA will deliver ownership of the PARC system to the County on an “as is where is” basis, and the County will then become responsible for any PCI requirements for the PARC system. In addition, the parking operations room in each Facility will be turned back over to the County in the manner as originally given to WMATA, normal wear and tear excepted. Any cabinets and counters in the parking operations room will remain the property of the County.

- 8.02. Upon termination of the Agreement, the wiring and conduit connections to the SmarTrip® System will be handled as follows:
 - A. If the County remains the owner of the Facilities and annually provides WMATA with an acceptable certification of PCI compliance then the wiring and conduits will remain in place and connected to WMATA’s system.
 - B. If the County sells or otherwise disposes of its interest in the Facilities to a private entity such that it no longer has obligations under the SmarTrip® Operating Agreement for that Facility, then the wiring and conduit will be severed at the Revenue Collection Room.
 - C. If the County continues to own the Facilities but fails to provide an acceptable PCI certificate on an annual basis then the wiring and conduct will be severed at the Revenue Collection Room.

Article 9: Certification of WMATA

- 9.01. WMATA makes the following representations as of the Effective Date as a basis for the undertakings on the part of the County:
 - A. WMATA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder;
 - B. WMATA by proper corporate action has duly authorized the execution and delivery of this Agreement;
 - C. When executed and delivered by the County 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 may be limited by annual appropriations, bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors’ rights generally.

- D. No director, officer or employee of WMATA will have or obtain a personal or financial interest or benefit from any activity in connection with this Agreement or have an interest in any contract, subcontract or agreement entered in connection with the activities described herein during the term of this Agreement.

Article 10: Certification of the County; Appropriations

10.01. The County makes the following representations as of the date of the execution of this Agreement as a basis for the undertakings on the part of WMATA:

- A. County has all necessary power and authority to enter into the transactions contemplated by this Agreement and to carry out its individual obligations hereunder;
- B. County has duly authorized the execution and delivery of this Agreement;
- C. When executed and delivered by the County and by WMATA, this Agreement will constitute the legal, valid and binding obligation of the County enforceable in accordance with its terms, except as such enforceability may be limited by annual appropriations, bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally;
- D. No officer or employee of the County will have or obtain a personal or financial interest or benefit from any activity in connection with this Agreement or have an interest in any contract, subcontract or agreement entered in connection with the activities described herein during the term of this Agreement.

10.02. The County's financial obligations under this Agreement are subject to annual appropriations by the Board of Supervisors of Fairfax County, Virginia. The County's fiscal year commences on July 1 each year. In the event the Board of Supervisors does not appropriate funds to satisfy the County's payment obligations under this Agreement on or before the start of any fiscal year during the initial term or any renewal term, this Agreement will terminate on the last date of the fiscal year for which appropriations were received.

Article 11: Termination of the Existing Agreement Between the Parties Relating to the Wiehle- Reston East Parking Facility

11.01. The existing Agreement for the Operation of a Parking Garage at the Wiehle-Reston East Metrorail Station between the Parties dated August 6, 2014 is terminated as of the effective date of this Agreement.

Article 12: General Provisions

- 12.01. Sovereign Immunity. This Agreement shall not be construed as a waiver of either Party's respective sovereign immunity.
- 12.02. Nothing in this Agreement shall be construed to give rise to any personal liability on those persons acting in their official capacity for either WMATA or the County.
- 12.03. The Parties hereto mutually agree that no provisions of this Agreement shall create in the public, or in any person or entity other than those signing this Agreement as parties hereto, rights as a third-party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise.

Article 13: Governing Law

- 13.01. This Agreement will be governed by and construed in accordance with the WMATA Compact; any issues not addressed by the WMATA Compact will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to any conflict or choice of law provisions. If there is a conflict between the WMATA Compact and Virginia law, the WMATA Compact shall control.

Article 14: Counterparts

- 14.01. This Agreement may be executed in two (2) identical counterparts, each of which will constitute an original and all of which will constitute, collectively, one Agreement. The counterpart with the most recent date will determine the Effective Date of this Agreement by the parties given on page one.

(Remainder of this page intentionally left blank)

FAIRFAX COUNTY, VIRGINIA

Attest:

Witness

By: _____
Tom Biesiadny, Director
Department of Transportation

Dated:

Approved as to Form and Legal Sufficiency:

BY:

Dated:

[signatures continued on following page]

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Attest:

By: _____ [Seal]

Paul J. Wiedefeld
General Manager and Chief
Executive Officer

Dated: _____

Attachment A

1. Wiehle-Reston East	2300 spaces
2. Herndon	1745 spaces
3. Herndon East	2006 spaces
4. Innovation Center	2072 spaces
TOTAL	<u>8,123 spaces</u>

Board Agenda Item
November 9, 2021

ACTION - 11

Approval of a Resolution Supporting Additional Projects Being Submitted to the Northern Virginia Transportation Authority for FY 2022 to FY 2027 Regional Funding Consideration (Dranesville, Sully, and Mount Vernon Districts)

ISSUE:

Board approval of a resolution (Attachment 1) supporting applications submitted to the Northern Virginia Transportation Authority (NVTA) by the Town of Herndon and Prince William County for FY 2022 – FY 2027 Regional Funding. Projects submitted by the County and other regional partners were endorsed by the Board on September 14, 2021.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Attachment 1, in substantial form, supporting Town of Herndon and Prince William County projects for NVTA's regional funding program.

TIMING:

Board of Supervisors' approval is requested on November 9, 2021, to provide NVTA a resolution of support for the projects, which is due on December 3, 2021. NVTA is expected to approve projects for its regional transportation funding in Summer 2022.

BACKGROUND:

At its meeting on June 19, 2021, NVTA approved the Call for Regional Transportation Projects for the FY 2022–2027 Six Year Program (SYP) Update. The majority of this funding will be provided in the last two years of the program (FY 2026 and FY 2027), as the last SYP provided funding through FY 2025. Funding for these capital projects is provided by NVTA's 70 percent share of regional revenues that NVTA retains. Project applications were due to NVTA on October 1, 2021, with any supporting resolutions due by December 3, 2021.

At its September 14, 2021 meeting, the Board of Supervisors adopted a resolution endorsing seven projects to be submitted by Fairfax County to NVTA, as well as support of a project submitted by a regional partner (Attachment 2).

The County was contacted by other jurisdictions requesting support of their projects,

including:

Town of Herndon

- Herndon Parkway Intersection Improvements at Worldgate Drive Extension – This project includes new, intersection signalization improvements along Herndon Parkway at the future Worldgate Drive Extension, including capacity improvements, street-lighting, cycle tracks, ADA sidewalks/curb cuts, refuge islands and paver crosswalks. The project will provide improved connectivity of the Town’s roadway and multi-purpose trail network including new access to the North Entrance of the Herndon Metrorail Station from Van Buren Street (west).

Prince William County

- Route 1 at Route 123 Interchange - This project will construct a grade separated interchange at Route 1 and Route 123. The project includes a four-lane bridge of existing Route 123 over Route 1 and existing railroad tracks. This will allow Route 1 to operate at near-free flow and improve access to transit at the Woodbridge Virginia Railway Express (VRE) Station. This project also supports any future Bus Rapid Transit extension to Woodbridge VRE Station along Route 1.
- Old Centreville Road Widening in Prince William County: Fairfax County Line to Route 28 - This project includes improving approximately 1.8 miles of Ordway Road between the Fairfax County Line and Route 28. This project is located west of existing Route 28 (Centreville Road). This project is complimentary to Prince William County’s Route 28 Corridor Roadway Improvements Project which was supported in the last NVT A cycle. The Fairfax County Board of Supervisors provided support advancing the Route 28 Improvements South of Bull Run at its September 24, 2019, Board Meeting. County staff recommends that the Board of Supervisors support the portion of this application being submitted by Prince William County that provides improvements along a portion of the Ordway Road alignment that facilitate a more direct connection to Route 28 and requests that as this project advances, coordination with Fairfax County continue.

Similarly, some of our regional partners have provided, or are providing, resolutions of support for County-submitted projects.

FISCAL IMPACT:

There is no direct fiscal impact associated with this action.

CREATION OF POSITIONS:

No positions will be created through this action.

Board Agenda Item
November 9, 2021

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution Supporting Additional Projects Being Submitted to the Northern Virginia Transportation Authority for FY 2022 to FY 2027 Regional Funding and concurring that the application from DRPT be evaluated.

Attachment 2 – Resolution approved on September 14, 2021, for projects to be submitted to the Northern Virginia Transportation Authority for FY 2022 to FY 2027 Regional Funding.

STAFF:

Rachel Flynn, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Noelle Dominguez, Section Chief, Coordination and Funding Division, FCDOT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, November 9, 2021, at which meeting a quorum was present and voting, the following resolution was adopted.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby supports the efforts of the Town of Herndon and Prince William County in submitting applications to the NVTA requests for regional funding for FY 2022 — FY 2027 consideration, for the following projects located in or near Fairfax County:

- Town of Herndon - Herndon Parkway Intersection Improvements at Worldgate Drive Extension (TransAction ID 12)
- Prince William County - Route 1 at Route 123 Interchange (TransAction ID 218)

BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby supports the efforts of Prince William County in submitting an application to NVTA requesting regional funding for FY 2022-2027 consideration that provides improvements along a portion of Ordway Road alignment that facilitate a more direct connection between Old Centreville Road in Prince William County to Route 28 and requests that Prince William County continue to coordinate with Fairfax County as this project advances.

Adopted this 9th day of November 2021, Fairfax, Virginia.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

FAIRFAX COUNTY BOARD OF SUPERVISORS RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, September 14, 2021, at which meeting a quorum was present and voting, the following resolution was adopted.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby approves the submission to the Northern Virginia Transportation Authority (NVTA) requests for regional funding for FY 2022 – FY 2027 for the following projects in amounts not to exceed:

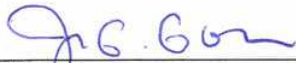
- Richmond Highway Widening (Mount Vernon Memorial Highway to Sherwood Hall Lane) - \$80,000,000: TransAction ID 214 (Route 1 Widening: Route 235 North to Route 235 South)
- Richmond Highway Bus Rapid Transit (Huntington Metrorail Station to Fort Belvoir) - \$100,000,000: TransAction ID 39 (Route 1 BRT)
- Soapstone Drive Extension (Dulles Toll Road (DTR) Overpass) - \$75,000,000: TransAction ID 7 (Soapstone Drive Extension)
- Frontier Drive Extension - \$150,000,000: TransAction ID 84 (Frontier Drive Extension and Intersection Improvements)
- Fairfax County Parkway Widening (Nomes Court to Route 123) - \$108,200,000: TransAction ID 57 (Fairfax County Parkway Widening: Ox Road (Route 123) to Lee Highway (Route 29))
- Seven Corners Ring Road (Phase 1A/Segment 1A) - \$94,800,000: TransAction ID 18 (Seven Corners Ring Road Improvements)
- Fairfax Connector Buses for Tysons to Franconia Service - \$10,000,000: TransAction ID 331 (Tysons Express Bus)

BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, hereby supports the efforts of the City of Fairfax in submitting an application to the NVTA for FY 2022 – FY 2027 regional funding for the following project located near Fairfax County:

- City of Fairfax – John Mason Trail

ADOPTED this 14th day of September, 2021.

A Copy – Teste:



Jill G. Cooper

Clerk to the Board of Supervisors

Board Agenda Item
November 9, 2021

CONSIDERATION - 1

Adoption of a Resolution Dissolving the Fairfax County Board of Road Viewers (BORV)

ISSUE:

Adoption of a resolution dissolving the Fairfax County Board of Road Viewers (BORV).

TIMING:

Board action is requested on November 9, 2021.

BACKGROUND:

The BORV was formed in the 1960's as a joint participation program between the Virginia Department of Transportation (VDOT) and Fairfax County, established under Virginia Code § 33.2-335, formerly § 33.1-72.1.

The BORV is made up of five seats, of which one is a Department of Public Works and Environmental Services' (DPWES) staff member and the other four are residents of Fairfax County. A DPWES staff member is the only remaining BORV member. The terms of service for all resident BORV members have expired and no new members have been appointed. The last time the BORV met was January 29, 2010, the last project that was identified by the program was completed in 2015. Due to a lack of BORV activity and a lack of projects, all remaining BORV program funds were transferred to the DPWES Developer Default program as part of the FY 2018 Carryover Review.

Based on the dormant status of the BORV, the lack of projects, meeting the program criteria, and the absence of funding due to funds transfer, DPWES recommends dissolution of the BORV.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 - Resolution to Dissolve the BORV

Board Agenda Item
November 9, 2021

STAFF:

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Carey F. Needham, Deputy Director, DPWES, Capital Facilities (CAP)
Vincent Martucci, Director, DPWES, CAP, Utilities Design and Construction Division

ASSIGNED COUNSEL:

Martin R. Desjardins, Assistant County Attorney

**RESOLUTION
DISSOLVING THE BOARD OF ROAD VIEWERS**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia ("Board"), held in the Board Auditorium of the Fairfax County Government Center at 12000 Government Center Parkway in Fairfax, Virginia, on November 9, 2021, the following resolution was adopted:

WHEREAS, the Board established the Board of Road Viewers (BORV), also known as the Road Viewers Board, pursuant to Virginia Code § 33.2-706, formerly § 33.1-240, and

WHEREAS, the BORV has not met since January 29, 2010, and the last road project under consideration by the BORV was completed in 2015, and

WHEREAS, continuation of the BORV is within the discretion of the Board under Virginia Code § 33.2-706,

NOW THEREFORE BE IT RESOLVED that the BORV is hereby dissolved, and that the Department of Public Works and Environmental Services will take all steps necessary to fully dissolve the BORV, including retention of all records of the BORV as required by Virginia law.

GIVEN under my hand this ____ day of _____, 2021.

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

Board Agenda Item
November 9, 2021

CONSIDERATION - 2

Approval of the Amendments to the Bylaws for the Fairfax-Area Disability Services Board (FA-DSB)

ISSUE:

Consideration of the proposed amendments to the bylaws for the Fairfax-Area Disability Services Board.

TIMING:

Board consideration is requested on November 9, 2021.

BACKGROUND:

The Fairfax-Area Disability Services Board (FA-DSB) is comprised of fifteen volunteers appointed by elected officials of Fairfax County, City of Falls Church, and the City of Fairfax to represent and advocate for people with physical and sensory disabilities. The FA-DSB works to include people with physical and sensory disabilities into mainstream community life.

The proposed amendments include several housekeeping changes, such as the removal of existing FA-DSB standing committees, as well as structural changes to ensure compliance with the County's model bylaw template. County guidelines require the Board of Supervisors to approve bylaws of Boards, Authorities and Commissions and subsequent amendments.

The amended bylaws were approved by the FA-DSB at its September 13, 2021, meeting.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1- Fairfax Area-Disability Services Board 2021 Bylaws-Track Changes

Attachment 2- Fairfax Area-Disability Services Board 2021 Bylaws

Board Agenda Item
November 9, 2021

STAFF:

Christopher Leonard, Deputy County Executive
Michael A. Becketts, Director, Department of Family Services (DFS)
Trina Mayhan-Webb, Division Director, Adult & Aging Services, DFS

ASSIGNED COUNSEL:

Erin Blanch, Assistant County Attorney

1 **BYLAWS OF THE FAIRFAX AREA-DISABILITY SERVICES BOARD**

2
3 **ARTICLE I – NAME**

4 The name of this organization is the Fairfax Area Disability Services Board, hereinafter
5 referred to as the “FA-DSB.”

6
7 **ARTICLE II – PURPOSE**

8
9 The FA-DSB will serve the County of Fairfax Virginia, and the Cities of Fairfax,
10 Virginia, and Falls Church, Virginia. The FA-DSB has been established by the Joint
11 Exercise of Powers Agreement for a Fairfax Area Disability Services Board adopted by
12 the Board of Supervisors of Fairfax County and the City Councils of the Cities of Fairfax
13 and Falls Church (collectively “local governments”), respectively, pursuant to Virginia
14 law for the purpose of:

- 15 • providing input to local governments on service needs and priorities of persons
16 with physical and sensory disabilities,
- 17 • providing information and resource referral to local governments regarding the
18 Americans with Disabilities Act (hereinafter referred to as the “ADA”), and
- 19 • providing such other assistance and advice to local governments as may be
20 requested.

21
22 These bylaws replace and supersede the FA-DSB bylaws adopted in May 2019 and are
23 effective as of [date bylaws approved by the Board of Supervisors].

24
25 **ARTICLE III – MEMBERSHIP AND TERM OF OFFICE**

26
27 Appointments. Membership and appointments to the FA-DSB shall be made as set forth
28 in the Joint Exercise of Powers Agreement for a Fairfax Area Disability Services Board
29 and incorporated herein by reference.

30
31 Board Orientation. Board orientation is required for all FA-DSB members. FA-DSB
32 appointees will be provided an orientation including but not limited to: the role,
33 operating procedures, duties and responsibilities, and staff support of the FADSB. An
34 FA-DSB Board Orientation Manual including contact information for FA-DSB members
35 and a copy of the FA-DSB Bylaws and the Joint Powers Agreement shall be provided to
36 all new appointees.

37
38 Resignations and Vacancies. In the event a member cannot serve or resigns from office,
39 then the Chairperson, the Vice Chairperson or the Secretary, or the County staff
40 coordinator shall advise the Clerk for the Board of Supervisors of the vacancy in writing.

41
42 Holdovers. In the event a member completes their term of office, remains qualified to
43 serve as a member, and the Board of Supervisors or the Councils of the Cities of Fairfax
44 and Falls Church has not reappointed that member to another term or appointed a
45 successor member, then that person may continue to serve until such time as the member
46 is reappointed or a successor member is appointed.

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ARTICLE IV – OFFICERS AND THEIR DUTIES

Elections. The FA-DSB shall be served by three officers: Chairperson, Vice Chairperson, and Secretary, collectively known as the Executive Committee. The Executive Committee shall be elected in accordance with the voting provisions of Article V by the FA-DSB members annually and such election shall be scheduled at the June meeting. One month prior to the election meeting, a slate of candidates shall be nominated during a meeting held pursuant to Article V. After nomination, each candidate shall be polled on his or her willingness and ability to serve. At the election meeting, the Executive Committee shall be elected in accordance with the voting provisions of Article V.

Chairperson. The Chairperson presides over meetings of the FA-DSB and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to FA-DSB members and to request assistance from the County staff supporting FA-DSB. Further duties include but are not limited to:

- Develop the agenda of the FA-DSB regular meetings;
- Assign members to committees;
- Appoint Chairs of committees and subcommittees;
- Serve as an ex-officio member of all committees of which the chair is not already a member except the nominating committee;
- Sign or cause to be signed the minutes when approved by the FA-DSB and such other official documents and correspondence required of him/her in the course of business of the FA-DSB; and
- Represent the FA-DSB before the Board of Supervisors, the City of Falls Church and City of Fairfax Town Councils, the Disability Services Council, and other bodies unless she/he requests another member to represent the FA-DSB.
- Represent the FA-DSB at public hearings and can appoint other members to do so in his/her absence.

Vice Chairperson. In the absence of the Chairperson at a meeting, the Vice Chairperson shall perform the duties and exercise the powers of the Chairperson. In the event that neither the Chairperson nor the Vice Chairperson is available, the Secretary shall act as Chairperson. Should no member of the Executive Committee be present, the member present with the longest tenure on the FA-DSB shall act as Chairperson. Further duties of the Vice Chairperson include:

- Monitor the activities of all committees of the FA-DSB.
- Oversee the FA-DSB compliance with its Bylaws.
- Perform such other duties as requested by the Chair of the FA-DSB.

Secretary. The Secretary, or a duly appointed agent, shall be responsible for recording the minutes of meetings. In the absence of the Chairperson and Vice Chairperson the Secretary shall act as the Chairperson. Further duties include:

- 92 • Be responsible for assuring that the records of the FA-DSB are kept, the
- 93 minutes of all FA-DSB meetings are taken, and all votes are recorded.
- 94 • Serve as the Parliamentarian.
- 95 • Perform such other duties as requested by the Chair of the FA-DSB.
- 96

97 Replacement Officers. If an office becomes vacant for any reason, it shall be filled by an
98 election at the next regular meeting having a majority of members present. The newly
99 elected officer shall complete the unexpired term of the officer succeeded. Prior to the
100 election of any replacement officer, all members shall be provided with notice of the
101 proposed election before the meeting at which the replacement is elected.

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103 **ARTICLE V – MEETINGS**

104

105 VFOIA. All meetings shall be open to the public except as provided under the Virginia
106 Freedom of Information Act, Virginia Code § 2.2-3700 *et seq.*, as amended ("VFOIA").
107 Pursuant to Virginia Code § 2.2-3701, "meeting" or "meetings" means the meetings
108 including work sessions, when sitting physically, or through electronic communication
109 means pursuant to § 2.2-3708.2, as a body or entity, or as an informal assemblage of (i)
110 as many as three members or (ii) a quorum, if less than three, of the constituent
111 membership, wherever held, with or without minutes being taken, whether or not votes
112 are cast, of any public body. The FA-DSB may hold public hearings and report its
113 findings to the Board of Supervisors on FA-DSB issues that affect the public interest.

114

115 Notice and Agenda. Notice and the agenda of all meetings shall be provided as required
116 under the VFOIA. All meetings shall be preceded by properly posted notice stating the
117 date, time, and location of each meeting. Notice of a meeting shall be given at least three
118 working days prior to the meeting. Notice of emergency meetings, reasonable under the
119 circumstances, shall be given contemporaneously with the notice provided to FA-DSB
120 members. Notices of all meetings shall be provided to the Office of Public Affairs for
121 posting at the Government Center and on the County Web site. All meetings shall be
122 conducted in public places that are accessible to persons with disabilities.

123

124 Frequency. FA-DSB shall meet monthly or as determined by the Chairperson. Meetings
125 shall be held at a time agreed to by a majority of the FA-DSB's members, and at a place
126 arranged by the staff of the supporting County department that is accessible to persons
127 with physical and sensory disabilities.

128

129 Special Meetings. Special meetings of the FA-DSB may be called by the Chairperson, or
130 in the absence of the Chairperson, by the Vice Chairperson or by one-third of the
131 members of the FA-DSB at such dates, times, and places as may be specified in the call
132 for the meeting.

133

134 Advocacy. In order for an FA-DSB Member to advise a local government as a representative of
135 the board regarding any subject, a position on the issue must first be adopted by the full FA-DSB.
136 For a matter to be adopted by the board it must be discussed, voted on and approved by a majority
137 of FA-DSB members present at a public meeting.

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Voting. A quorum is necessary for a vote. A majority of the membership of the FA-DSB shall constitute a quorum. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of FA-DSB members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes FA-DSB members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or these bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to FA-DSB members shall be made available for public inspection at the same time such documents are furnished to the FA-DSB members. Pursuant to the VFOIA, any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any FA-DSB proceedings.

Records. The Secretary or an appointed representative shall ensure that minutes of meetings are recorded as required under the VFOIA. Minutes shall include: (1) the date, time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The supporting County department shall provide staff support to review and approve records and minutes of the meeting.

Attorney-Client Privilege. Records containing legal advice from counsel to the FA-DSB, and advice provided in closed session by legal counsel to the FA-DSB, are protected by the attorney-client privilege and from disclosure under the VFOIA. Any such records or advice should not be disclosed by members of the FA-DSB to any third party, or the privilege against disclosure may be waived. Questions regarding the handling of records or advice subject to attorney-client privilege should be directed to the FA-DSB's legal counsel.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any FA-DSB member who misses three consecutive meetings or more than half of the scheduled meetings (including regular or special meetings) within a 12-month period, or who fails to participate in the work of the FA-DSB without good cause acceptable to the majority of the other FA-DSB members may be subject to removal from the FA-DSB.

183 If a member is unable to attend a regular or special meeting of the FA-DSB, they must
184 notify a member of the Executive Committee or the County staff coordinator prior to the
185 start of the meeting to be excused.

186

187 **ARTICLE VII - REMOVAL**

188

189 Any FA-DSB member may be recommended to the Board of Supervisors or the Councils
190 of the Cities of Fairfax and Falls Church for removal from the FA-DSB for cause,
191 including but not limited to cause as set forth in Article VI, by a two-thirds majority vote
192 of all of the FA-DSB members. The members' authority to recommend removal under
193 these bylaws neither limits nor waives the Board of Supervisors' or the Councils of the
194 Cities of Fairfax and Falls Church authority to remove members from the FA-DSB as
195 provided by law.

196

197 **ARTICLE VIII – COMMITTEES**

198

199 Standing. The Chairperson may appoint standing committees and a chairperson for each
200 with the consent of a majority of the FA-DSB members present and voting.

201

202 Special. The Chairperson may appoint special committees and a Chairperson for each
203 with the consent of a majority of the FA-DSB members present and voting.

204

205 All meetings of any such committees shall comply with the notice and other
206 requirements of the VFOIA. To the extent practicable, any such committees shall be
207 composed of at least four members. Committee meetings may be held at the call of the
208 Chairperson or at the request of two members, with notice to all members.

209

210 **ARTICLE IX – ANNUAL REPORT**

211

212 The FA-DSB shall prepare an annual written report that describes the actions of the FA-
213 DSB and plans for future actions and activities. This report shall be provided to the Clerk
214 to the Board of Supervisors for distribution to the members of the Board of Supervisors
215 and to the County Executive.

216

217 **ARTICLE X – COMPLIANCE WITH LAW AND COUNTY POLICY**

218

219 The FA-DSB shall comply with all Virginia laws, including, but not limited to, the
220 VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia
221 Code § 2.2-3100 *et seq.*, as amended, with all County ordinances, and with all County
222 policies concerning the activities of its boards, authorities, and commissions. In case of a
223 conflict between a provision of these bylaws and any applicable ordinance or law, the
224 provisions of the applicable ordinance or law, as the case may be, shall control.

225

226 **ARTICLE XI – AMENDMENT OF BYLAWS**

227

228 These bylaws may be amended by the FA-DSB by adopting the proposed amendment or
229 amendments by a majority vote of the members of the FA-DSB present and voting at any
230 meeting of the FA-DSB. However, the amendment(s) must be proposed at a prior
231 meeting held at least thirty days before the meeting at which a vote is to be taken on the
232 proposed amendment. Once adopted the FA-DSB will present those proposed changes for
233 approval to the Board of Supervisors or the Councils of the Cities of Fairfax and Falls
234 Church. Any such amendments to bylaws shall become effective upon approval by the
235 Board of Supervisors.

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**BYLAWS
OF THE
FAIRFAX AREA--DISABILITY SERVICES BOARD**

ARTICLE I – NAME/PREAMBLE

Subject to the provisions of:

~~Sections 51.5-47 through 51.2-52~~

The name of this organization is the Fairfax Area Disability Services Board, hereinafter referred to as the “FA-DSB.”

ARTICLE II – PURPOSE

~~(1) — The FA-DSB will serve the County of Fairfax, the Code of Virginia, and the Cities of Fairfax, Virginia, and Falls Church, Virginia. The FA-DSB has been established by~~

~~(2) — The joint Exercise of Powers Agreement for a Fairfax Area Disability Services Board adopted by the Board of Supervisors of Fairfax County and the City Councils of the Cities of Fairfax and Falls Church (collectively “local governments”), respectively, and~~

~~(3) — Other applicable laws.~~

~~The pursuant following bylaws apply to and govern the administration of the Fairfax Area Disability Services Board.~~

ARTICLE I: NAME AND JURISDICTIONS SERVED

~~A. — This body will be known as the Fairfax Area Disability Services Board (hereinafter referred to as the FA-DSB).~~

~~B. — The FA-DSB will serve the Cities of Fairfax and Falls Church, Virginia, and the County of Fairfax, Virginia.~~

ARTICLE II: PURPOSE OF THE FAIRFAX AREA DISABILITY SERVICES BOARD

~~In accordance with Section 51.5-47 of the Code of Virginia law for, the purpose of:~~

- ~~• providing the FA-DSB is to provide input to state and local governments/agencies on service needs and priorities of persons with physical and sensory disabilities, providing to provide information and resource referral to local governments regarding the Americans with Disabilities Act (hereinafter referred to as the “ADA”), and to provide such other assistance and advice to local governments as may be requested.~~

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- providing such other assistance and advice to local governments as may be requested.

These bylaws replace and supersede the FA-DSB bylaws adopted in May 2019 and are effective as of [date bylaws approved by the Board of Supervisors].

ARTICLE III – MEMBERSHIP: MEMBERS AND TERM OF OFFICE

Appointments. Membership~~The members~~ and appointments to term of office of the FA-DSB shall be made as set forth in the Joint Exercise of Powers Agreement for a Fairfax Area Disability Services Board, and incorporated herein by reference.

Board Orientation. Board orientation is required for all FA-DSB members. ARTICLE IV: ORIENTATION OF NEW MEMBERS

A. FA-DSB appointees will be provided an orientation including but not limited to:

- ~~The role of the FA-DSB;~~
- ~~FA-DSB operating procedures;~~
- ~~FA-DSB duties and responsibilities, and;~~
- ~~FA-DSB staff support of the FADSB.;~~
- An FA-DSB Board Orientation Manual including contact information for FA-DSB members and a copy of the FA-DSB Bylaws and the Joint Powers Agreement shall be provided to all new appointees.

B. ~~Board orientation is required for all FA-DSB members.~~

ARTICLE V: MEETINGS

A. ~~Regular Meetings:~~

~~The FA-DSB will hold regular monthly meetings at such times, places and methods that are accessible to persons with physical and sensory disabilities, as it deems proper.~~

B. ~~Special Meetings~~Resignations and :

Special Vacancies. In the event a member cannot serve or resigns from office, then the Chairperson, the Vice Chairperson or the Secretary, or the County staff coordinator shall advise the Clerk for the Board of Supervisors of the vacancy in writing.

Holdovers. In the event a member completes their term of office, remains qualified to serve as a member, and the Board of Supervisors or the Councils of the Cities of Fairfax and Falls Church has not reappointed that member to

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another term or appointed a successor member, then that person may continue to serve until such time as the member is reappointed or a successor member is appointed.

ARTICLE IV - OFFICERS AND THEIR DUTIES

Elections. The FA-DSB shall be served by three officers: Chairperson, Vice Chairperson, and Secretary, collectively known as the Executive Committee. The Executive Committee shall be elected in accordance with the voting provisions of Article V by the FA-DSB members annually and such election shall be scheduled at the June meeting. One month prior to the election meeting, a slate of candidates shall be nominated during a meeting held pursuant to Article V. After nomination, each candidate shall be polled on his or her willingness and ability to serve. At the election meeting, the Executive Committee shall be elected in accordance with the voting provisions of Article V.

Chairperson. The Chairperson presides over meetings of the FA-DSB and is eligible to vote at all times. The Chairperson has the authority to delegate appropriate functions to FA-DSB ~~may be called by the Chair, or in the absence of the Chair, by the Vice Chair or by one third of the members~~ and to request assistance from the County staff supporting of the FA-DSB at such dates, times, and places as may be specified in the call for the meeting.

~~C. Regular Meeting Notice:~~

~~Notice of regular meetings will be given in writing or alternative format to all FA-DSB members at least ten (10) days in advance of the time and place of the meeting.~~

~~D. Special Meeting Notice:~~

~~Notice of all special meetings will be given to all FA-DSB members by written notice or alternative format at least five (5) days in advance of the time and place of the meetings.~~

~~E. Quorum:~~

~~A majority of the members of the FA-DSB present in person will constitute a quorum.~~

~~F. Attendance:~~

~~FA-DSB members will be responsible for attending all of the meetings of the full FA-DSB and the meetings of the FA-DSB committees to which the member is assigned. If a member is unable to attend a regular meeting of the FA-DSB, he/she must notify a member of the Executive Committee or staff prior to the start of the meeting in order to be excused. Three or more unexcused absences during a twelve (12) month period will constitute resignation from the FA-DSB.~~

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G. Conduct. Further:

~~All meetings shall be conducted in accordance with principles of procedure prescribed in Roberts Rules of Order. The Secretary will serve as the Parliamentarian.~~

H. Meeting Minutes:

~~Minutes will be taken at all regular and special meetings of the FA-DSB and distributed to members with the notice of the next regular meeting. The Secretary is responsible for the minutes.~~

I. Strategic Planning

~~A meeting setting goals and priorities for the FA-DSB shall be held on an as needed basis.~~

ARTICLE VI: DUTIES AND RESPONSIBILITIES

~~The duties include but are not limited to: and responsibilities of the FA-DSB shall be as set forth in Section II of the Joint Exercise of Powers Agreement for a Fairfax Area Disability Services Board, and incorporated herein by reference.~~

ARTICLE VII: OFFICERS

A. Officers, Duties and Responsibilities

The Chair shall:

- Develop the agenda of the FA-DSB regular meetings;
- ~~Preside at all meetings;~~
- Assign members to committees;
- Appoint Chairs of committees and subcommittees;
- Serve as an ex-officio member of all committees of which the chair is not already a member except the nominating committee;
- Sign or cause to be signed the minutes when approved by the FA-DSB and such other official documents and correspondence required of him/her in the course of business of the FA-DSB; and
- Represent the FA-DSB before the Board of Supervisors, the City of Falls Church and City of Fairfax Town Councils, the Disability Services Council, and other bodies unless she/he requests another member to represent the FA-DSB.
- Represent the FA-DSB at public hearings and can appoint other members to do so in his/her absence.

Vice Chairperson. In the absence of the Chairperson at a meeting, the Vice Chairperson shall perform the duties and exercise the powers of the Chairperson. In the event that

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neither the Chairperson nor the Vice Chairperson is available, the Secretary shall act as Chairperson. Should no member of the Executive Committee be present, the member present with the longest tenure on the FA-DSB shall act as Chairperson. Further duties of the Vice Chairperson include:

The Vice Chair shall:

- ~~• Assume the responsibilities of the Chair at such times that the Chair cannot assume these duties;~~
- Monitor the activities of all committees of the FA-DSB.;
- Oversee the FA-~~DSB~~DSB's compliance with its Bylaws.
- Perform such other duties as requested by the Chair of the FA-DSB.

Secretary. The Secretary, or a duly appointed agent, shall be responsible for recording the minutes of meetings. In the absence of the Chairperson and Vice Chairperson the Secretary shall act as the Chairperson. Further duties include:

The Secretary shall:

- Be responsible for assuring that the records of the FA-DSB are kept, the minutes of all FA-DSB meetings are taken, and all votes are recorded.;
- ~~• The Secretary shall also Serve as the Parliamentarian.~~
- perform such other duties as requested by the Chair of the FA-DSB.
- ~~• Replacement Officers. If an office becomes vacant for any reason, it shall be filled by an Serve as the Parliamentarian~~
- ~~• Record all votes taken during FA-DSB meetings~~
- ~~• Assume the responsibilities of the Chair at such times that the Chair or Vice Chair cannot assume these duties;~~

B. Nomination

~~Beginning each spring, the FA-DSB shall appoint three members to serve as a nominating committee. Current FA-DSB officers and FA-DSB members seeking election to an officer position are ineligible to serve on the nominating committee. The committee shall submit the name of at least one nominee for each of the offices; Chair, Vice Chair, and Secretary. At the regular June meeting, nominations may also be made from the floor. Members of the nominating committee shall not nominate an FA-DSB member to the Executive Committee without first obtaining his/her consent.~~

C. Election

~~A majority of those present and voting shall constitute an election~~

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~~Election of officers shall be held at the regular June meeting each year.~~

~~D. — Terms of Office~~

~~Terms on the Executive Committee shall be for one year.~~

~~A member of the Executive Committee shall serve no more than three consecutive one-year terms in any one office.~~

~~Any officer, or board member may be removed at any time by majority vote of the FA-DSB.~~

~~E. — Vacancies~~

~~If election at the next regular meeting having a majority of members present. The newly elected officer shall complete the unexpired term of the officer succeeded. Prior to the election of any replacement officer, all members shall be provided with notice of the proposed election before the meeting at which the replacement is elected.~~

~~an officer's position should become vacant, the chair may appoint an eligible member to serve the remainder of the term.~~

~~F. — Absences~~

~~In the absence of the Chair, Vice Chair and Secretary at any meeting, the FA-DSB shall select one of its members to act in that capacity at that meeting.~~

~~G. — Matters Concerning the Board~~

ARTICLE V - MEETINGS

VFOIA. All meetings shall be open to the public except as provided under the Virginia Freedom of Information Act, Virginia Code § 2.2-3700 et seq., as amended ("VFOIA"). Pursuant to Virginia Code § 2.2-3701, "meeting" or "meetings" means the meetings including work sessions, when sitting physically, or through electronic communication means pursuant to § 2.2-3708.2, as a body or entity, or as an informal assemblage of (i) as many as three members or (ii) a quorum, if less than three, of the constituent membership, wherever held, with or without minutes being taken, whether or not votes are cast, of any public body. The FA-DSB may hold public hearings and report its findings to the Board of Supervisors on FA-DSB issues that affect the public interest.

Notice and Agenda. Notice and the agenda of all meetings shall be provided as required under the VFOIA. All meetings shall be preceded by properly posted notice stating the date, time, and location of each meeting. Notice of a meeting shall be given at least three

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working days prior to the meeting. Notice of emergency meetings, reasonable under the circumstances, shall be given contemporaneously with the notice provided to FA-DSB members. Notices of all meetings shall be provided to the Office of Public Affairs for posting at the Government Center and on the County Web site. All meetings shall be conducted in public places that are accessible to persons with disabilities.

Frequency. FA-DSB shall meet monthly or as determined by the Chairperson. Meetings shall be held at a time agreed to by a majority of the FA-DSB's members, and at a place arranged by the staff of the supporting County department that is accessible to persons with physical and sensory disabilities.

Special Meetings. Special meetings of the FA-DSB may be called by the Chairperson, or in the absence of the Chairperson, by the Vice Chairperson or by one-third of the members of the FA-DSB at such dates, times, and places as may be specified in the call for the meeting.

Advocacy. In order for an FA-DSB Member to ~~advise a local government~~ ~~advocate~~ as a representative of the board regarding any subject, a position on the issue must first be adopted by the full FA-DSB. For a matter to be adopted by the board it must be discussed, voted on and approved by a majority of FA-DSB members present at a public meeting.

Voting. A quorum is necessary for a vote. A majority of the membership of the FA-DSB shall constitute a quorum. In making any recommendations, adopting any plan, or approving any proposal, action shall be taken by a majority vote of FA-DSB members present and voting. Upon the request of any member, the vote of each member on any issue shall be recorded in the minutes. All votes FA-DSB members shall be taken during a public meeting, and no vote shall be taken by secret or written ballot or by proxy.

Conduct. Except as otherwise provided by Virginia law or these bylaws, all meetings shall be conducted in accordance with *Robert's Rules of Order, Newly Revised*, and except as specifically authorized by the VFOIA, no meeting shall be conducted through telephonic, video, electronic, or other communication means where the members are not all physically assembled to discuss or transact public business.

Public Access. For any meeting, at least one copy of the agenda, all agenda packets, and, unless exempt under the VFOIA, all materials furnished to FA-DSB members shall be made available for public inspection at the same time such documents are furnished to the FA-DSB members. Pursuant to the VFOIA, any person may photograph, film, record, or otherwise reproduce any portion of a meeting required to be open, but such actions may not interfere with any FA-DSB proceedings.

Records. The Secretary or an appointed representative shall ensure that minutes of meetings are recorded as required under the VFOIA. Minutes shall include: (1) the date,

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time, and location of each meeting; (2) the members present and absent; (3) a summary of the discussion on matters proposed, deliberated, or decided; and (4) a record of any votes taken. Such minutes are public records and subject to inspection and copying by citizens of the Commonwealth or by members of the news media. The supporting County department shall provide staff support to review and approve records and minutes of the meeting.

Attorney-Client Privilege. Records containing legal advice from counsel to the FA-DSB, and advice provided in closed session by legal counsel to the FA-DSB, are protected by the attorney-client privilege and from disclosure under the VFOIA. Any such records or advice should not be disclosed by members of the FA-DSB to any third party, or the privilege against disclosure may be waived. Questions regarding the handling of records or advice subject to attorney-client privilege should be directed to the FA-DSB's legal counsel.

ARTICLE VI - ATTENDANCE AND PARTICIPATION

Any FA-DSB member who misses three consecutive meetings or more than half of the scheduled meetings (including regular or special meetings) within a 12-month period, or who fails to participate in the work of the FA-DSB without good cause acceptable to the majority of the other FA-DSB members may be subject to removal from the FA-DSB.

If a member is unable to attend a regular or special meeting of the FA-DSB, they must notify a member of the Executive Committee or the County staff coordinator prior to the start of the meeting to be excused.

ARTICLE VII - REMOVAL

Any FA-DSB member may be recommended to the Board of Supervisors or the Councils of the Cities of Fairfax and Falls Church for removal from the FA-DSB for cause, including but not limited to cause as set forth in Article VI, by a two-thirds majority vote of all of the FA-DSB members. The members' authority to recommend removal under these bylaws neither limits nor waives the Board of Supervisors' or the Councils of the Cities of Fairfax and Falls Church authority to remove members from the FA-DSB as provided by law.

ARTICLE VIII - COMMITTEES

Executive Committee Standing. The Chairperson may appoint standing committees and a chairperson for each with the consent of a majority of the FA-DSB members present and voting.

A. _____

There will be an Executive

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Special. The Chairperson may appoint special committees and a Chairperson for each with the consent of a majority of the FA-DSB members present and voting.

All meetings of any such committees shall comply with the notice and other requirements of the VFOIA. To the extent practicable, any such committees shall be composed of at least four members. Committee meetings may be held which shall consist of the:

- ~~Chair,~~
- ~~Vice-Chair, and~~
- ~~Secretary,~~

~~The Executive Committee will meet at the call of the Chairperson chair or at the upon written request of two members, with notice the chair of one or more of the standing committees. The purpose of the Executive Committee shall be to all members. make recommendations to the FA-DSB.~~

~~The Executive Committee will develop and oversee implementation of FA-DSB policies and procedures.~~

The ~~ARTICLE IX - ANNUAL REPORT~~

~~Executive Committee is responsible for coordination of public awareness, publicity and newsletter activities.~~

~~B. Standing Committees~~

~~The Committee Structure of the FA-DSB shall prepare an annual written report that describes the actions reflects the primary functions of the FA-DSB and plans for future actions and activities. This report~~

~~Written reports shall highlight issues for direction by the full FA-DSB and shall be provided to the Clerk submitted prior to the each monthly Board of Supervisors for distribution to the members of the Board of Supervisors and to the County Executivemeeting. Standing committee chairs shall be appointed by the FA-DSB Chair for a one-year term and shall be a member of the FA-DSB. A chair may be re-appointed to subsequent terms. Committee membership and consulting is open to non-FA-DSB members.~~

~~The Americans with Disabilities Act (ADA) Committee~~

~~The Americans with Disabilities Act (ADA) Committee facilitates compliance with the spirit of the ADA and will ensure that Fairfax County programs, services and facilities as well as private programs and facilities offering services to the public are accessible to people with disabilities and comply with the design standards set by the ADA. The ADA Committee~~

Revised FA-DSB Bylaws (Oct. 2021)

~~will also educate elected officials, county employees, public and private service providers about their responsibilities in serving people with disabilities, as well as educating people with disabilities about their civil rights guaranteed by the ADA.~~

~~Legislative Committee~~

~~The Legislative Committee will coordinate development of legislative initiatives, respond to legislative proposals and will be responsible for advising the FA-DSB on legislative affairs including interpreting local, state and federal laws and legislation and their impact on the lives of Fairfax area residents with disabilities. The Committee will set annual legislative priorities for the Commonwealth of Virginia's General Assembly and make submit those priorities for consideration in the BOS Legislative Program.~~

~~Transportation Committee~~

~~The Transportation Committee works to improve transportation and pedestrian accessibility for people with disabilities by advocating for legislation and increased funding, educating transit providers about their responsibilities, and conducting assessments about the transportation needs in the Fairfax area.~~

~~-~~

~~Employment Committee~~

~~The Employment Committee works to maximize best practices for rewarding job opportunities and career advancement for people with disabilities, particularly with Fairfax County Government.~~

~~Housing Committee~~

~~The Housing Committee advocates on the County level for an increase in the quantity and quality of affordable and accessible housing for people with disabilities.~~

~~Public Safety and Emergency Preparedness Committee~~

~~The Public Safety and Emergency Preparedness Committee educates Fairfax area people with disabilities about the resources available to assist individuals, families and neighborhoods prepare for or respond to an emergency, as well as monitors and consults on the development of County emergency planning policies and programs.~~

C. ~~Subcommittees~~

~~Subcommittees may be created at any time by the Chair of the FA-DSB with FA-DSB approval. At the time a subcommittee is created, its purposes will be specifically outlined by the Chair of the FA-DSB. Each subcommittee will support the purpose of the FA-DSB.~~

~~Subcommittee membership, the chair of subcommittees and consulting is open to non-FA-DSB members.~~

Revised FA-DSB Bylaws (Oct. 2021)

D. ~~Special Committees~~

~~Special Committees may be constituted at any time by the Chair of the FA-DSB with FA-DSB approval. Special committee membership and the chair of special committees is open to non FA-DSB members.~~

~~At the time a Special Committee is created, its purpose will be specifically outlined by the Chair of the FA-DSB. In creating a Special Committee, Chair shall specify the time within which the Special Committee is to make its report to the FA-DSB.~~

ARTICLE: EFFECTIVE DATES AND AMENDMENTS

A. ~~These Bylaws will be effective upon adoption by the FA-DSB.~~

~~These Bylaws may be amended~~ **ARTICLE X - COMPLIANCE WITH LAW AND COUNTY POLICY**

The FA-DSB shall comply with all Virginia laws, including, but not limited to, the VFOIA, and the Virginia State and Local Government Conflict of Interests Act, Virginia Code § 2.2-3100 et seq., as amended, with all County ordinances, and with all County policies concerning the activities of its boards, authorities, and commissions. In case of a conflict between a provision of these bylaws and any applicable ordinance or law, the provisions of the applicable ordinance or law, as the case may be, shall control.

ARTICLE XI - AMENDMENT OF BYLAWS

B. ~~These Bylaws may be amended by the FA-DSB by adopting the proposed amendment or amendments~~ by a majority vote of the members of the FA-DSB present and voting at any meeting of the FA-DSB. However, the amendment(s) must be proposed at a

prior meeting held at least thirty days before the meeting at which a vote is to be taken on the proposed amendment. Once adopted the FA-DSB will present those proposed changes for approval to the Board of Supervisors or the Councils of the Cities of Fairfax and Falls Church. Any such amendments to bylaws shall become effective upon approval by the Board of Supervisors.
~~the proposed amendment.~~

Date Adopted: _____

Date Forwarded to Disabilities Services Council: _____

Date Forwarded to Participating Jurisdictions: _____

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. *Lamonta Gladney v. Tyler Tyan Timberlake*, Case No. 1:21-cv-287 (E.D. Va.)
 - 2. *Jane Doe v. Fairfax Police Officer #1; Fairfax Police Officer #2*, Case No. 1:21-cv-1150 (E.D. Va.)
 - 3. *David Berry, Carol A. Hawn, Helen H. Webb, and Adrienne A. Whyte v. Board of Supervisors of Fairfax County*, Case No. CL-2021-0003366 (Fx. Co. Cir. Ct.) (Countywide)
 - 4. *Board of Supervisors of Fairfax County and William Hicks, Director of the Fairfax County Department of Land Development Services v. Loren W. Hershey and Birgit Hershey*, Case No. CL-2019-0016688 (Fx. Co. Cir. Ct.) (Sully District)
 - 5. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert E. Freeman and Cari A. Freeman*, Case No. CL-2021-0013753 (Fx. Co. Cir. Ct.) (Braddock District)
 - 6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Thien Tho Ngoc Nguyen and Kim-Uyen Mai Pham*, Case No. CL-2020-14216 (Fx. Co. Cir. Ct.) (Braddock District)
 - 7. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan Kay Peery*, Case No. GV21-015287 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 - 8. *Jay Riat, Building Official for Fairfax County, Virginia v. Jose Luis Peredo*, Case No. GV21-015339 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 - 9. *Jay Riat, Building Official for Fairfax County, Virginia v. Port Royal, Inc., and Agave Bar Restaurant Incorporated*, Case No. GV21-016478 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

10. *Jay Riat, Building Official for Fairfax County, Virginia v. Hardev S. Aulakh and Kuntie Aulakh, Case No. GV21-016563 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
11. *Jay Riat, Building Official for Fairfax County, Virginia v. Deck Dream LLC, d/b/a Virginia Deck Builders, Case No. GV21-016559 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Porcier-Miller LLC, Case No. GV21-011175 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
13. *Jay Riat, Building Official for Fairfax County, Virginia v. Kurt Adam Janssen, Case No. GV21-011174 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
14. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kurt Adam Janssen, Case No. GV21-014338 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Joann H. Perry, Trustee of the Perry Family Trust Dated May 28, 2019, Case No. GV21-016566 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
16. *Jay Riat, Building Official for Fairfax County, Virginia v. Scott Perry, Trustee of the Perry Family Trust Dated May 28, 2019, Case No. GV21-016565 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Paul T. Tansill and Yonsun Jung Tansill, Case No. GV21-016699 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
18. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Purple Sage Cluster Association, Case No. GV21-013716 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*
19. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Lloyd Chaisson, Case No. GV21-015880 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*
20. *Jay Riat, Building Official for Fairfax County, Virginia v. Kwangsoo Kim and Jeong Won Kim, Case No. GV21-015897 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)*

21. *Jay Riat, Building Official for Fairfax County, Virginia v. Qadeer Malik and Shahnaz Malik*, Case No. GV21-016561 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. JBG/Reston Executive Center LLC*, Case No. GV21-016557 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Mezeh-Reston LLC*, Case No. GV2-016567 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
24. *Jay Riat, Building Official for Fairfax County, Virginia v. Jade Enterprises*, Case No. GV21-016704 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
25. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Norman Edward Lekang and Shirley O. Lekang*, Case No. CL-2021-0011374 (Fx. Co. Cir. Ct.) (Lee District)
26. *Jay Riat, Building Official for Fairfax County, Virginia v. Joan C. Wertheimer*, Case No. GV21-013767 (Fx. Co. Gen. Dist. Ct.) (Lee District)
27. *Jay Riat, Building Official for Fairfax County, Virginia v. Daniel Fikre, Hiwot Tekle, and Joseph H. Minasie*, Case No. GV21-016473 (Fx. Co. Gen. Dist. Ct.) (Lee District)
28. *Jay Riat, Building Official for Fairfax County, Virginia v. Barbara J. Vereen and David Vereen*, Case No. GV21-016474 (Fx. Co. Gen. Dist. Ct.) (Lee District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phu Bui*, Case No. CL-2021-0010543 (Fx. Co. Cir. Ct.) (Mason District)
30. *Jay Riat, Building Official for Fairfax County, Virginia v. Miguel A. Gomez, Francisca Gomez, and Jose C. Gomez*, Case No. GV21-016479 (Fx. Co. Gen. Dist. Ct.) (Mason District)
31. *Jay Riat, Building Official for Fairfax County, Virginia v. Eliodoro Gukzman Calvimonte*, Case No. GV21-016475 (Fx. Co. Gen. Dist. Ct.) (Mason District)
32. *Jay Riat, Building Official for Fairfax County, Virginia v. SNS 7601 LLC, and Forever Smile Dental LLC*, Case No. GV21-016569 (Fx. Co. Gen. Dist. Ct.) (Mason District)
33. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Mieu Lien Phung Living Trust, KIFAB LLC, and MNK Management LLC*, Case No. CL-2021-0144458 (Fx. Co. Cir. Ct.) (Mason District)

34. *Jay Riat, Building Official for Fairfax County, Virginia v. PS Business Parks LP*, Case No. GV21-006215 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
35. *Jay Riat, Building Official for Fairfax County, Virginia v. Home Properties Mount Vernon, LLC*, Case No. GV21-013711 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. Charbel C. Markhoul and Rita A. Douaihy*, Case No. GV21-013768 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Antonio Flores and Beatriz Flores*, Case No. GV21-015996 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
38. *Jay Riat, Building Official for Fairfax County, Virginia v. Hector M. Perez Campos and Delmy A. Rodriguez*, Case No. GV21-16149 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
39. *Jay Riat, Building Official for Fairfax County, Virginia v. Shazma Aftab*, Case No. GV21-013769 (Fx. Co. Gen. Dist. Ct.) (Providence District)
40. *Jay Riat, Building Official for Fairfax County, Virginia v. Mohsin Ijaz and Ayesha Mohsin*, Case No. GV21-15896 (Fx. Co. Gen. Dist. Ct.) (Providence District)
41. *Jay Riat, Building Official for Fairfax County, Virginia v. Hao Ngoc Nguyen and Anna Thi Nguyen*, Case No. GV21-015881 (Fx. Co. Gen. Dist. Ct.) (Providence District)
42. *Jay Riat, Building Official for Fairfax County, Virginia v. Caroline K. Reed*, Case No. GV21-015895 (Fx. Co. Gen. Dist. Ct.) (Providence District)
43. *Jay Riat, Building Official for Fairfax County, Virginia v. Marisol Ferrel*, Case No. GV21-016019 (Fx. Co. Gen. Dist. Ct.) (Providence District)
44. *Jay Riat, Building Official for Fairfax County, Virginia v. Bianca Renee O'Hare and Brandon Michael O'Hare*, Case No. CL-2021-0015142 (Fx. Co. Cir. Ct.) (Springfield District)
45. *Jay Riat, Building Official for Fairfax County, Virginia v. Zeb Hijab*, Case No. GV21-015286 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
46. *Jay Riat, Building Official for Fairfax County, Virginia v. Waseem Q. Chaudhry and Seemi Gull*, Case No. GV21-015885 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

47. *Jay Riat, Building Official for Fairfax County, Virginia v. Andrea P. Ortuno and Herlan O. Ortuno, Case No. GV21-015877 (Fx. Co. Gen. Dist. Ct.) (Springfield District)*
48. *Jay Riat, Building Official for Fairfax County, Virginia v. Dominick J. Pisciotta and Margaret T. Pisciotta Trustees, Case No. GV21-016022 (Fx. Co. Gen. Dist. Ct.) (Springfield District)*
49. *Jay Riat, Building Official for Fairfax County, Virginia v. Deck Dream LLC, d/b/a Virginia Deck Builders, Case No. GV21-016558 (Fx. Co. Gen. Dist. Ct.) (Springfield District)*
50. *Jay Riat, Building Official for Fairfax County, Virginia v. Young Sook Chun and Chong Yel Chun, Case No. GV21-016707 (Fx. Co. Gen. Dist. Ct.) (Springfield District)*
51. *Jay Riat, Building Official for Fairfax County, Virginia v. Trinh Hoang and Danielle Hoang, Case No. GV21-016701 (Fx. Co. Gen. Dist. Ct.) (Springfield District)*
52. *Leslie B. Johnson, Fairfax County Zoning Administrator and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Richard L. Hays and Angela S. Hays, Case No. CL-2021-0013259 (Fx. Co. Cir. Ct.) (Sully District)*
53. *Jay Riat, Building Official for Fairfax County, Virginia v. Marleny Howard, Case No. GV21-016701 (Fx. Co. Gen. Dist. Ct.) (Sully District)*
54. *Jay Riat, Building Official for Fairfax County, Virginia v. Jairo Rodriquez and Clara Derodriguez, Case No. GV21-016480 (Fx. Co. Gen. Dist. Ct.) (Sully District)*
55. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Beatrice C. Garcia, Case No. GV21-016564 (Fx. Co. Gen. Dist. Ct.) (Sully District)*
56. *Jay Riat, Building Official for Fairfax County, Virginia v. Nicole M. Alfandre, Case No. GV21-016705 (Fx. Co. Gen. Dist. Ct.) (Sully District)*
57. *Board of Supervisors of Fairfax County v. TNJ Realty Inc., d/b/a RE/MAX Allegiance and Faye Henris, Case No. GV21-014337 (Fx. Co. Gen. Dist. Ct.)*

Board Agenda Item
November 9, 2021

3:00 p.m.

Public Hearing to Receive Comment from Citizens on the Proposed Legislative Program to be Presented to the 2022 Virginia General Assembly

ENCLOSED DOCUMENTS:

Attachment I – Draft Fairfax County Legislative Program for the 2022 Virginia General Assembly

Attachment II – Draft Human Services Issue Paper

The proposed Legislative Program and Human Services Issue Paper will be made available online under 2022 Board Legislative Reports by close of business November 4, 2021, at <https://www.fairfaxcounty.gov/boardofsupervisors/>

STAFF:

Bryan J. Hill, County Executive

Claudia Arko, Legislative Director

Board Agenda Item
November 9, 2021

3:00 p.m.

Public Hearing on Alternative Plans Submitted to the Board by the 2021 Redistricting Advisory Committee and the Public to Redistrict and Reapportion the Election Districts of the Board of Supervisors and Authorization to Advertise the Board's Intention to Adopt a Redistricting Ordinance on December 7, 2021

ISSUE:

Public hearing to consider 64 redistricting alternatives developed by the 2021 Redistricting Advisory Committee and members of the public, and authorization to advertise the Board's intention to adopt a redistricting ordinance on December 7, 2021. The Virginia Constitution, state statute, and federal constitutional and statutory law require local governing bodies that are elected by district to consider redrawing their election districts after each decennial census to maintain proportional representation.

RECOMMENDATION:

The County Executive recommends that the Board hold a public hearing on the 64 alternative redistricting plans prepared by the 2021 Redistricting Advisory Committee and members of the public, leave the record open at the conclusion of the hearing so that the Board may continue to receive and consider additional written comments, and defer decision to December 7, 2021.

Additionally, the County Executive recommends that the Board authorize staff to advertise the Board's intention to adopt the redistricting ordinance on December 7, 2021.

TIMING:

On October 19, 2021, the Board authorized advertisement of this public hearing on November 9, 2021. Advertisements giving notice of this hearing were published twice in English-, Spanish-, Vietnamese-, and Korean-language publications. Additionally, the Office of Public Affairs has provided notice of this public hearing through numerous outlets.

Authorization to publish a second advertisement is requested to allow time for publication of a second advertisement in advance of the Board's adoption of a redistricting ordinance on December 7, 2021.

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BACKGROUND:

On April 1, 2020, the United States Bureau of the Census conducted the decennial census in accordance with federal law. The 2020 census was complicated by delays which the Census Bureau attributed to a variety of factors including the COVID-19 pandemic. Under Federal law, the deadline by which the Commerce Department was required to transmit the data to the states was March 31, 2021. In practice, the Census Bureau has historically distributed the information to states on a rolling basis, starting in February of years ending in one. States like Virginia that have elections in those years traditionally have received their data first. This year, the earliest census data was provided to the Commonwealth on August 12, 2021. After the Commonwealth received the census data, state law required the Division of Legislative Services to adjust the data to reallocate persons incarcerated in federal, state, and local correctional facilities. The law requires the Board to use the adjusted data for local redistricting. Consequently, the County did not receive the final adjusted data the Board must use for redistricting until September 1, 2021.

The adjusted census data shows that the County's population rose from 1,081,726 in 2010 to 1,150,856 in 2020, a growth of 69,139 persons over the decade. More importantly for purposes of redistricting, the County population growth was uneven geographically. Immediately after the 2010 County reapportionment, the populations of the nine election districts ranged from a low of 109,326 persons (Mason) to a high of 127,501 persons (Mount Vernon). The 2020 Census reported that the populations of the nine election districts ranged from a low of 119,416 (Mason) to a high of 139,268 (Providence).

The Board undertook its first formal action on the 2021 redistricting on February 23, 2021. At its regularly scheduled meeting on that date, the Board adopted a resolution establishing criteria and policies for redistricting and encouraging members of the public to submit redistricting plans for the Board's consideration. The Board established the 2021 Redistricting Advisory Committee, which was charged with developing redistricting alternatives for the Board's consideration. The Board also directed the creation of a public portal on the County's website that included all the tools and information necessary for members of the public to create and submit proposed redistricting plans for consideration by the Committee and the Board. On June 8, 2021, the Board adopted a redistricting schedule based on reports of when the County would receive the census data. The schedule provided for several months of active public engagement, including a public hearing, and for Board adoption of a redistricting ordinance at its last scheduled meeting in 2021. On June 22, 2021, the Board appointed 20 members to the Committee, representing all nine election districts as well as several of the County's diverse demographic groups and organizations. As a result of additional delays in receiving and processing the census data, the Board adopted a revised redistricting schedule on September 14, 2021, extending the time during which the general public

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November 9, 2021

could submit plans through the County's website and the time during which the Committee could review those plans and develop its own plans for Board consideration. Altogether, the public outreach and engagement resulted in the submission of 64 redistricting plans for the Board's consideration.

Twenty-four of the 64 plans were proposed by the members of the Committee. Their plans include 13 nine-district plans, 10 ten-district plans, and one eleven-district plan. The Committee met 12 times in July, August, September, and October 2021. Among the meetings was a public hearing in August. Additionally, members of the public submitted a wealth of written comments to the Committee and attended, spoke at, and presented their own maps at other Committee meetings. The members of the Committee developed, discussed, revised, and withdrew numerous redistricting alternatives, culminating in the 24 plans designated as "RAC" plans on the linked webpage.

The remaining 40 plans were proposed by members of the public, including 19 nine-district plans, 15 ten-district plans, and six eleven-district plans. The 40 public submissions represent a huge increase from the number of public plans submitted through the public portal in the last redistricting. In 2011, members of the public submitted three plans. All 40 plans submitted through the portal were available to the Committee for its consideration. The plans submitted through the portal are designated as "PUB" plans on the linked webpage.

All 64 of these plans have been available to the Board and the public at <https://www.fairfaxcounty.gov/redistricting> since October 13, 2021. An interactive web application provides access to each plan's map and demographic data. This includes bar graphs displaying total population and percentages by race and ethnicity of each proposed district within a plan; gauges revealing the deviation of the plan from the target population; statistics on disruption of each plan, including the number of precincts and people reassigned per the plan; and a link to the questionnaire completed by the plan submitter.

The 64 plans also have been assembled into a report from the Committee to the Board of Supervisors. The report is available at <https://www.fairfaxcounty.gov/redistricting>.

At its regular meeting on October 19, 2021, the Board authorized staff to advertise today's public hearing to consider all 64 of the redistricting alternatives. Notice of the public hearing was published twice in English-, Spanish-, Vietnamese-, and Korean-language newspapers.

Additionally, the Office of Public Affairs conducted outreach leading up to this public hearing to inform residents about the hearing, seek their input on proposed redistricting

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plans, and encourage them to testify at the hearing. This included providing information in seven languages besides English; promoting the hearing multiple times on the County's social media accounts; conducting outreach to the news media; producing a video public service announcement that aired on Channel 16; providing information and materials for Committee members to post on their organization's websites and social media accounts; offering information to Board offices to use in their communications with constituents; distributing paper copies of the plans to public libraries; and partnering with County agencies to conduct outreach to hard-to-reach populations.

Because of the large number of proposed redistricting alternatives under consideration at the public hearing, staff also seeks Board authorization to publish a second advertisement that notifies the public of the Board's intention to adopt a redistricting ordinance on December 7, 2021. The advertisement will direct members of the public to the Clerk's office for the full text of the ordinances for each plan being considered for adoption on December 7, 2021, and to the County's website for the maps and the supporting information included for each map. Virginia law requires the adoption of redistricting plans by ordinance, but it does not require the Board to hold another public hearing. Accordingly, staff recommends that the matter be advertised and scheduled as a "decision only" item on December 7, 2021. Like the advertisements for the public hearing, notice of the Board's intention to adopt an ordinance on December 7 to effect the redistricting will be published twice in English-, Spanish-, Vietnamese-, and Korean-language newspapers.

After the Board adopts the ordinance, the County Attorney will file a request for a certification of no objection from the Virginia Attorney General in accordance with Virginia Code § 24.2-129(D).

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Maps proposed by the 2021 Redistricting Advisory Committee and the public are available online at: <https://www.fairfaxcounty.gov/redistricting>

The Report from the 2021 Redistricting Advisory Committee to the Board of Supervisors is also available online at: <https://www.fairfaxcounty.gov/redistricting>

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November 9, 2021

STAFF:

Christina Jackson, Chief Financial Officer
Claudia Arko, Legislative Director, Office of the County Executive
Karla Bruce, Chief Equity Officer, Office of the County Executive
Jill G. Cooper, Clerk for the Board of Supervisors
Sara Girello, Department of Clerk Services
Fatima Khaja, Director, Economic, Demographic and Statistical Research, Department of Management and Budget
Greg Scott, Director, Department of Information Technology (DIT)
Nate Wentland, DIT
Mike Liddle, GIS Program Director, DIT
Sandy Woiak, GIS, DIT
Tony Castrilli, Director, Office of Public Affairs (OPA)
Brian Worthy, OPA
Rebecca L. Makely, Director, Consumer Services Division, Department of Cable and Consumer Services
Scott Konopasek, General Registrar, Office of Elections
Ravi Udeshi, Office of Elections

ASSIGNED COUNSEL:

Elizabeth D. Teare, County Attorney
Erin C. Ward, Deputy County Attorney
Martin Desjardins, Assistant County Attorney

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3:30 p.m.

Decision Only on RZ 2020-PR-008 (Westpark Corporate Center, L.L.C.) to Rezone from C-4, HC and SC to PDC, HC and SC to Permit Office Development with an Overall Floor Area Ratio of 2.49 and Approval of the Conceptual Development Plan, Located on Approximately 4.41 Acres of Land (Providence District) (Concurrent with RZ 2020-PR-009)

and

Decision Only on RZ 2020-PR-009 (TMG 8400 Westpark Drive, L.P.) to Rezone from C-4, SC and HC to PTC, SC and HC to Permit Mixed Use Development with an Overall Floor Area Ratio of up to 2.71, Including Bonus Density for the Provision of Affordable Housing, Located on Approximately 9.37 Acres of Land (Providence District) (Concurrent with RZ 2020-PR-008)

This property is located on the N. side of Leesburg Pike and W. side of Westpark Drive. Tax Map 29-3 ((1)) 66A3, 66A4.

This property is located on the S. side of Greensboro Dr. and W. side of Westpark Dr. Tax Map 29-3 ((1)) 63B, 66B1 and 66B3.

On October 19, 2021, the Board of Supervisors held the public hearing on these applications and deferred their decision to November 9, 2021, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On October 13, 2021, the Planning Commission voted 11-0 (Chairman Murphy was absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2020-PR-008 and the associated Conceptual Development Plan, subject to the execution of proffered conditions consistent with those dated September 16, 2021;
- Approval of RZ 2020-PR-009 and the associated Conceptual Development Plan, subject to the execution of proffered conditions consistent with those dated October 12, 2021;
- Modification of subsection 5100.2.D.4.c(3) of the Zoning Ordinance to permit buildings on a corner lot as shown on the Conceptual Development Plan/Final

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Development Plan (CDP/FDP);

- Modification of subsection 5108.8 of the Zoning Ordinance to permit a deviation from tree conservation requirements, as shown on the CDP;
- Modification of subsection 8100.7.E(2) of the Zoning Ordinance to permit the streetscape and on-road bike lane system shown on the CDP/FDP in place of any trails and bike trails shown for the subject property on the Comprehensive Plan;
- Waiver of subsection 8100.7.E(3)(a) of the Zoning Ordinance requiring a service road along Route 7;
- Waiver of subsection 8100.7.E(3)(b) of the Zoning Ordinance requiring additional inter-parcel access to adjoining parcels beyond that shown on the CDP/FDP and proffers;
- Modification of subsection 8100.7.E(4) of the Zoning Ordinance to not require further dedication, construction, or widening of existing roads beyond that which is indicated on the CDP/FDP and proffers;
- Modification of Paragraph 6 of the Public Facilities Manual (PFM) Section 12-0310.4 to permit a reduction in the minimum planting area for trees planted to satisfy the tree cover requirements from a width of 8 feet to that demonstrated on the CDP/FDP and as proffered;
- Modification of subsection 2105.6.A(7) of the Zoning Ordinance for the Tysons Urban Center streetscape design in favor of that shown on the CDP;
- Waiver of subsection 2105.6.B(1) of the Zoning Ordinance requiring a minimum district size of ten acres;
- Modification of subsection 5100.2.D.4.c(3) of the Zoning Ordinance to permit buildings on a corner lot as shown on the Conceptual Development Plan (CDP);
- Waiver of subsection 5107.3(3) of the Zoning Ordinance to permit private streets greater than 600 feet in length, as shown on the CDP;
- Modification of subsection 5108.8 of the Zoning Ordinance to permit a deviation from tree conservation requirements, as shown on the CDP;

Board Agenda Item
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- Modification of the loading space requirements set forth in subsection 6101.3 of the Zoning Ordinance in favor of that which is shown on the CDP;
- Waiver of subsection 8100.2.E(3) of the Zoning Ordinance requiring the submission of an FDP application associated with the submission of all site plans for all public roadways plans and infrastructure improvement plans;
- Waiver of subsection 8100.7.E(3) of the Zoning Ordinance requiring additional inter-parcel access to adjoining parcels beyond that shown on the CDP and as proffered;
- Modification of subsection 8100.7.E(4) of the Zoning Ordinance to not require further dedication, construction, or widening of existing roads beyond that which is indicated on the CDP and proffers; and
- Modification of Paragraph 6 of Public Facility Manual (PFM) Section 12-0310.4 to permit a reduction in the minimum planting area for trees planted to satisfy the tree cover requirements from a width of 8 feet to that demonstrated on the CDP and as proffered.

In related actions, the Planning Commission voted 11-0 (Chairman Murphy was absent from the meeting) to approve FDP 2020-PR-008, subject to the proposed development conditions dated September 23, 2021, and FDP 2020-PR-009, subject to the proposed development conditions dated September 23, 2021.

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)

Katie Quinn, Planner, DPD

Board Agenda Item
November 9, 2021

3:30 p.m.

Public Hearing on AR 96-S-002-03 (Nila M. Castro Trust and Castro Colchester Farms, LLC) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 118.25 Acres of Land Zoned R-C and WS (Springfield District)

This property is located at 11720 and 11800 Chapel Rd., Clifton, 20124. Tax Map 76-3 ((1)) 13Z and 76-4 ((1)) 15Z.

PLANNING COMMISSION RECOMMENDATION:

On October 27, 2021, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors approval of AR 96-S-002-03 to amend Appendix F of the Fairfax County Code to renew the Castro Local Agricultural and Forestal District, subject to proposed ordinance provisions dated October 13, 2021.

ENCLOSED DOCUMENTS:

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

STAFF:

Leanna O'Donnell, Director, Planning Division, Department of Planning and Development (DPD)
Kelly Atkinson, Branch Chief, Environment and Development Review Branch, DPD
Tony Obuekwe, Planner, DPD

Board Agenda Item
November 9, 2021

3:30 p.m.

Public Hearing on AR 2005-SU-002-02 (J. David Sanders, Tr. and Kimberly A. Sanders, Tr.) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 131.04 Acres of Land Zoned R-C, HD and WS (Sully District)

This property is located at 16009 Lee Hwy., Centreville, 20121. Tax Map 63-2 ((1)) 9Z, 9Z1; 64-1 ((1)) 32Z and 64-3 ((1)) 1Z.

PLANNING COMMISSION RECOMMENDATION:

On October 27, 2021, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors approval of AR 2005-SU-002-02 to amend Appendix F of the Fairfax County Code to renew the Sanders Local Agricultural and Forestal District, subject to proposed ordinance provisions dated October 13, 2021.

ENCLOSED DOCUMENTS:

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

STAFF:

Leanna O'Donnell, Director, Planning Division, Department of Planning and Development (DPD)

Kelly Atkinson, Branch Chief, Environment and Development Review Branch, DPD

Tony Obuekwe, Planner, DPD

Board Agenda Item
November 9, 2021

3:30 p.m.

Public Hearing on SEA 90-M-005-03 (Virginia Psychiatric Company, Inc. D/B/A Dominion Hospital) to Amend SE 90-M-005, Previously Approved for a Medical Care Facility, to Permit Modifications to Site Design and Development Conditions, Located on Approximately 2.54 Acres of Land Zoned R-3, HC, CRD and SC (Mason District)

This property is located at 2960 Sleepy Hollow Rd., Falls Church, 22044. Tax Map 51-3 ((1)) 9A.

PLANNING COMMISSION RECOMMENDATION:

On October 27, 2021, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors approval of SEA 90-M-005-03, subject to the proposed development conditions dated October 12, 2021, and reaffirmation of the transitional screening modification in favor of the landscaping shown on the Dominion Hospital: Landscape Exhibit on the SEA Plat.

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)
Curtis Rowlette, Planner, DPD

Board Agenda Item
November 9, 2021

3:30 p.m.

Public Hearing on SE 2021-PR-006 (Tysons Galleria Anchor Acquisition, LLC) to Permit a Vehicle Sales, Rental, and Service Use, Located on Approximately 2.6 Acres of Land Zoned PDC, HC and SC (Providence District)

This property is located at 1651 International Dr., McLean, 22102. Tax Map 29-4 ((10)) 1A (pt.) and 1C1 (pt.).

PLANNING COMMISSION RECOMMENDATION:

On October 20, 2021, the Planning Commission voted 11-0 (Commissioner Clarke was absent from the meeting) to recommend to the Board of Supervisors approval of SE 2021-PR-006, subject to the proposed development conditions dated October 15, 2021.

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
November 9, 2021

3:30 p.m.

Public Hearing on SE 2021-PR-001 (Fairfax Square, LLC) to Permit a Waiver of Certain Sign Regulations, Located on Approximately 7.7 Acres of Land Zoned C-7, SC and HC (Providence District)

This property is located at 8045, 8065, and 8075 Leesburg Pike, Tysons, 22102. Tax Map 39-2 ((2)) 106 (pt.).

PLANNING COMMISSION RECOMMENDATION:

On September 29, 2021, the Planning Commission voted 9-0 (Commissioners Sargeant, Spain, and Jimenez were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2021-PR-001, subject to the proposed development conditions dated September 15, 2021.

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)
Alexis Robinson, Planner, DPD

Board Agenda Item
November 9, 2021

4:00 p.m.

Public Hearing on PCA 81-C-111 (Trustees of the Zelinger Family Trust Dated February 17, 2006) to Amend the Proffers for RZ 81-C-111, Previously Approved for Residential Development, to Permit Residential Development at a Density of 2.08 Dwelling Units per Acre, Located on Approximately 1.44 Acres of Land Zoned R-3 Cluster (Hunter Mill District)

This property is located on the S. side of Clarks Crossing Rd. and W. side of Aubrey Place Ct. Tax Map 28-3 ((19)) 19 and 20.

PLANNING COMMISSION RECOMMENDATION:

On September 29, 2021, the Planning Commission voted 8-0 (Commissioners Sargeant, Spain, and Jimenez were absent from the meeting and Commissioner Strandlie was not present for the vote) to recommend to the Board of Supervisors approval of PCA 81-C-111, subject to the execution of proffered conditions consistent with those dated September 28, 2021.

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)
Alexis Robinson, Planner, DPD

Board Agenda Item
November 9, 2021

4:00 p.m.

Public Hearing on RZ 2021-LE-002 (The Board of Supervisors of Fairfax County) to Rezone from the PRM and PDH-8 Districts to the PDH-8 District to Permit a Public Facility with an Overall Floor Area Ratio of 0.31 and Approval of the Conceptual Development Plan, Located on Approximately 6.74 Acres of Land (Lee District) (Concurrent with PCA 82-L-030-14)

and

Public Hearing on PCA 82-L-030-14 (The Board of Supervisors of Fairfax County) to Amend the Proffers for RZ 82-L-030, Previously Approved for Residential Development, to Permit Deletion of Land Area, Located on Approximately 1.73 Acres of Land Zoned PDH-8 (Lee District) (Concurrent with RZ 2021-LE-002)

This property is located on the N. and W. side of Silver Lake Blvd., E. of Beulah St. and S. of Manchester Blvd. Tax Map 91-3 ((9)) 8A and 8B.

This property is located on the N. and W. side of Silver Lake Blvd., E. of Beulah St. and S. of Manchester Blvd. Tax Map 91-3 ((9)) 8A and 8B (pt.).

PLANNING COMMISSION RECOMMENDATION:

On October 20, 2021, the Planning Commission voted 11-0 (Commissioner Clarke was absent from the meeting) to defer their decision on these applications to November 3, 2021. The Planning Commission's recommendation will be forwarded upon 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)
Zach Fountain, Planner, DPD

Board Agenda Item
November 9, 2021

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2020-IV-S1, Located at 7501 Loisdale Road, on the East Side of Loisdale Road and South of Loisdale Estates and Loisdale Park (Lee District)

ISSUE:

Plan Amendment (PA) 2020-IV-S1 (PLUS # 2020-00032) considers amending the Comprehensive Plan recommendation for a 7.23-acre site identified as Tax Map Parcels 90-4 ((1)) 3, 4 and 5, located in the Lee Supervisor District. Parcel 3 is currently planned for public parks at the baseline and has an option to develop as low-rise, transitional office use with conditions in the S7- Springfield East Community Planning Sector. Parcels 4 and 5 are planned for Industrial use up to an intensity of 0.35 floor area ratio (FAR) in the I-95 Corridor Industrial Area section of the Comprehensive Plan. The amendment considers an option to allow vehicle sales, service, and ancillary uses.

PLANNING COMMISSION RECOMMENDATION:

On October 20, 2021, the Planning Commission held a public hearing and voted 10-0 (Commissioner Spain was not present for the vote and Commissioner Clarke was absent from the meeting) to recommend that the Board adopt a Planning Commission Alternative to the staff recommendation as shown in the verbatim and handout, dated October 20, 2021.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing and decision – October 20, 2021
Board of Supervisors public hearing – November 9, 2021

BACKGROUND:

On December 1, 2020, the Board of Supervisors (Board) authorized consideration of a Comprehensive Plan amendment for Tax Map Parcels 90-4 ((1)) 3, 4 and 5, located on the east side of Loisdale Road, south of Loisdale Estates and Loisdale Park. The Board authorization states that the Plan amendment should consider an automobile dealership on the subject site to be reviewed concurrently with a rezoning application. The

Board Agenda Item
November 9, 2021

associated rezoning application [RZ 2021-LE-007 \(PLUS system link\)](#) has been filed and is under review concurrently with the proposed Plan amendment.

The Plan amendment considers an option to allow a vehicle sales and service facility with ancillary uses on the subject site at an intensity of approximately 0.10 FAR. Considerations for the Plan amendment address goals of the adopted Plan and potential impacts of a proposed vehicle sales and service use. Proposed conditions for the vehicle sales and service use include parcel consolidation, buffering and compatibility with nearby residential uses, maintaining adequate open space and tree preservation areas to minimize impacts to trees on adjacent parkland, managing the amount impervious coverage, stormwater management facilities and related improvements that exceed the minimum standards, and other conditions.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:

The Planning Commission verbatim and Planning Commission Alternative, dated October 20, 2021 are available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim102021plus2020-00032pa2020-iv-s1loisdaleroad.pdf>

The Staff Report for PA 2020-IV-S1, dated September 29, 2021, has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/7501loisdalerd/2020-iv-s1-staff-report.pdf>

STAFF:

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

Leanna H. O'Donnell, Director, Planning Division (PD), DPD

Laura Arseneau, Branch Chief, Heritage Resources & Plan Development Branch (HRPB), PD, DPD

Meghan Van Dam, Branch Chief, Policy and Plan Development Branch (PPDB)

Stephen Waller, Planner III, HRPB, PD, DPD

Board Agenda Item
November 9, 2021

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2013-CW-9CP Coastal Resource Management/Tidal Shoreline Erosion Control and Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code)

ISSUE:

Plan Amendment (PA) 2013-CW-9CP proposes to revise an objective and an appendix to the Environment element of the Policy Plan and add a definition to the Glossary of the Comprehensive Plan. These revisions specify the review and documentation required for permitting living shoreline approaches for shoreline management and protection of wetlands within the County Wetlands Board's jurisdiction. The amendment is necessary to align the ordinance with Virginia Code §§ 28.2-104.1, 28.2-1301, 28.2-1302, and 28.2-1308.

Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code) are required to implement legislation adopted by the General Assembly that specifies the review and documentation required for permitting living shoreline approaches for shoreline management and protection of wetlands within the County Wetlands Board's jurisdiction. The amendment is necessary to align the ordinance with Virginia Code §§ 28.2-104.1, 28.2-1301, 28.2-1302, and 28.2-1308 and is required to be incorporated verbatim into the Wetlands Zoning Ordinance.

PLANNING COMMISSION RECOMMENDATION:

A public hearing was held before the Planning Commission on October 6, 2021, for PA 2013-CW-9CP. On October 6, 2021, the Planning Commission voted 12-0 to defer their decision only to October 20, 2021. On October 20, 2021, the Planning Commission voted 11-0 (Commissioner Clarke was absent from the meeting) to recommend to the Board of Supervisors adoption of the staff recommendation for PA 2013-CW-9CP, found in the staff report dated September 8, 2021.

The Planning Commission is not required to take action on the Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code).

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RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation for PA 2013-CW-9CP. The County Executive also recommends that the Board of Supervisors adopt Proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code).

TIMING:

Routine

BACKGROUND:

On July 9, 2013, the Board authorized consideration of a plan amendment for Coastal Resource Management/Tidal Shoreline Erosion Control, which is a countywide policy within the Policy Plan volume of the Comprehensive Plan. While the county has had Comprehensive Plan guidance since 2004 regarding living shorelines that is generally consistent with state legislation, this legislation provided an opportunity to update Plan guidance related to the Code of Virginia and specifically reference additional resources available related to shoreline management.

During the 2020 legislative session, the General Assembly adopted Senate Bill 776, which amended Virginia Code §§ 28.2-104.1, 28.2-1301, 28.2-1302, and 28.2-1308 related to requirements for wetlands protection and living shorelines (Legislation). In May 2020, staff and local wetlands boards received a memo from the Virginia Marine Resources Commission (VMRC) in which localities were directed to update their local wetlands ordinances consistent with the Legislation. The Legislation specifies the reviews and documentation required for permitting living shoreline approaches and protection of wetlands within the Wetlands Board's jurisdiction.

As set forth in Virginia Code § 28.2-1302, all local wetlands boards in Virginia that adopt local wetlands ordinances must ensure that their ordinances conform with the same terms and provisions set forth in Virginia Code § 28.2-1302. The proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code) would align the Wetlands Zoning Ordinance with current procedures and enabling legislation and have been reviewed by the Fairfax County Wetlands Board, VMRC, and Virginia Institute of Marine Science Office of Research and Advisory Services.

PA 2013-CW-9CP and the proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code) are under review concurrently. Staff recommends the adoption of the proposed Comprehensive

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Plan Amendment and the proposed Amendments to Chapter 116 (Wetlands Zoning Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code).

REGULATORY IMPACT:

Applicants seeking permits from the Wetlands Board will have to address the Legislature's new requirements for living shorelines practices.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt from October 20, 2021, can be found online at: <https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim102021pa2020-00004pa2013-cw-9cpcoastalresource-management-deonly.pdf>

The Planning Commission verbatim excerpt from October 6, 2021, can be found online at: <https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim100621pa2020-00004pa2013-cw-9cpcoastalresource-management.pdf>

The Staff Report for PA 2013-CW-9CP and Appendix 1, Proposed County Code Amendment, Chapter 116 has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-development/plan-amendments/coastal-resource-management>

STAFF:

Rachel Flynn, Deputy County Executive
Barbara Byron, Director, Department of Planning and Development
Leanna H. O'Donnell, Director, Planning Division, DPD
Kelly Atkinson, Branch Chief, Planning Division, DPD
Katie Hermann, Planner III, Planning Division, DPD

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney

Board Agenda Item
November 9, 2021

4:00 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Wiehle Avenue at W&OD Trail (Hunter Mill District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Wiehle Avenue at W&OD Trail project, Grant 1400102-2013 in Fund 50000, Federal-State Grants, and is a part of the Reston Metrorail Access Improvements Program.

RECOMMENDATION:

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

TIMING:

On October 19, 2021, the Board authorized advertisement of a public hearing to be held on November 9, 2021, at 4:00 p.m.

BACKGROUND:

The Wiehle Avenue at W&OD Trail project is proposed to improve vehicle, bicycle, and pedestrian access near the new Wiehle-Reston East Metro Station. The project will provide a new bicycle/pedestrian bridge overpass for the W&OD trail over Wiehle Avenue to replace the existing at-grade crossing. The new bridge will accommodate both the gravel path and asphalt W&OD trail at this location. Full directional access will be provided to and from Wiehle Avenue. The project also includes widening of Wiehle Avenue (northbound and southbound) from Sunset Hills Road to the Reston Fire Station entrance and the entrance to the Pupatella Pizza. The additional pavement width will accommodate future bike lanes in accordance with Fairfax County's Comprehensive Transportation plan.

Land rights for these improvements are required on seven properties, four of which have been acquired by the Land Acquisition Division. The construction of this project requires the acquisition of Street Dedication, Retaining Wall Easement, Fairfax County Water Authority Easement, and Grading Agreement and Temporary Construction Easements.

Negotiations are in progress with several owners of these properties; however, because

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resolution of these acquisitions is not imminent, it may become necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:

Funding is available in Grant 1400102-2013, Federal-State Grant, Fund 50000, and is a part of the Reston Metrorail Access Improvements Program. This project is included in the FY 2022 – FY 2026 Adopted Capital Improvement Program (with future Fiscal Years to 2031) and is included in the Board's Transportation Priorities Plan adopted on January 28, 2014, and as amended on December 3, 2019. No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 3B).

STAFF:

Rachel Flynn, Deputy County Executive

Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Carey F. Needham, Deputy Director, DPWES, Capital Facilities

Tom Biesiadny, Director, Fairfax County Department of Transportation

ASSIGNED COUNSEL:

F. Hayden Codding, Assistant County Attorney




WIEHLE AVE @ W&OD TRAIL
Project 1400102-2013

Hunter Mill District

Affected Properties: 

Proposed Improvements: 

0 5 10 20
 Miles



ATTACHMENT B

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, November 9, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project 1400102-2013, Wiehle Avenue at W&OD Trail had been approved; and

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

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

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than December 23, 2021.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 3B by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests. The Wiehle Avenue at W&OD Trail project is proposed to improve vehicle, bicycle, and pedestrian access near the new Wiehle-Reston East Metro Station. The project will provide a new bicycle/pedestrian bridge overpass for the W&OD trail over Wiehle Avenue to replace

the existing at-grade crossing. The new bridge will accommodate both the gravel path and asphalt W&OD trail at this location. Full directional access will be provided to and from Wiehle Avenue. The project also includes widening of Wiehle Avenue (northbound and southbound) from Sunset Hills Road to the Reston Fire Station entrance and the entrance to the Pupatella Pizza. The additional pavement width will accommodate future bike lanes in accordance with Fairfax County's Comprehensive Transportation plan as shown and described in the plans of Project 1400102-2013, Wiehle Avenue at W&OD Trail on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after December 10, 2021, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

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

LISTING OF AFFECTED PROPERTIES

Project 1400102-2013
Wiehle Avenue @ W&OD Trail
(Hunter Mill District)

<u>PROPERTY OWNER(S)</u>	<u>TAX MAP NUMBER</u>
1. McDonald's Corporation, No. 450106 Address: 11265 Roger Bacon Dr., Reston, VA 20190	017-4-15-05-A
2. Reston Commerce, LLC. Address: 11257 Roger Bacon Dr., Reston, VA 20190	017-4-15-05-0004
3. Reston Restaurant Holdings, LLC. Address: 1821 Wiehle Avenue, Reston, VA 20190	017-4-15-05-0003-A

A Copy – Teste:

Jill Cooper
Clerk to the Board of Supervisors

ATTACHMENT 1

AFFECTED PROPERTY

Tax Map Number: 017-4-15-05-A

Street Address: 11265 Roger Bacon Dr., Reston, VA 20190

OWNER: McDonald's Corporation, No. 450106

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

Retaining Wall Easement – 73 sq. ft.

Grading Agreement and Temporary Construction Easement – 1,270 sq. ft.

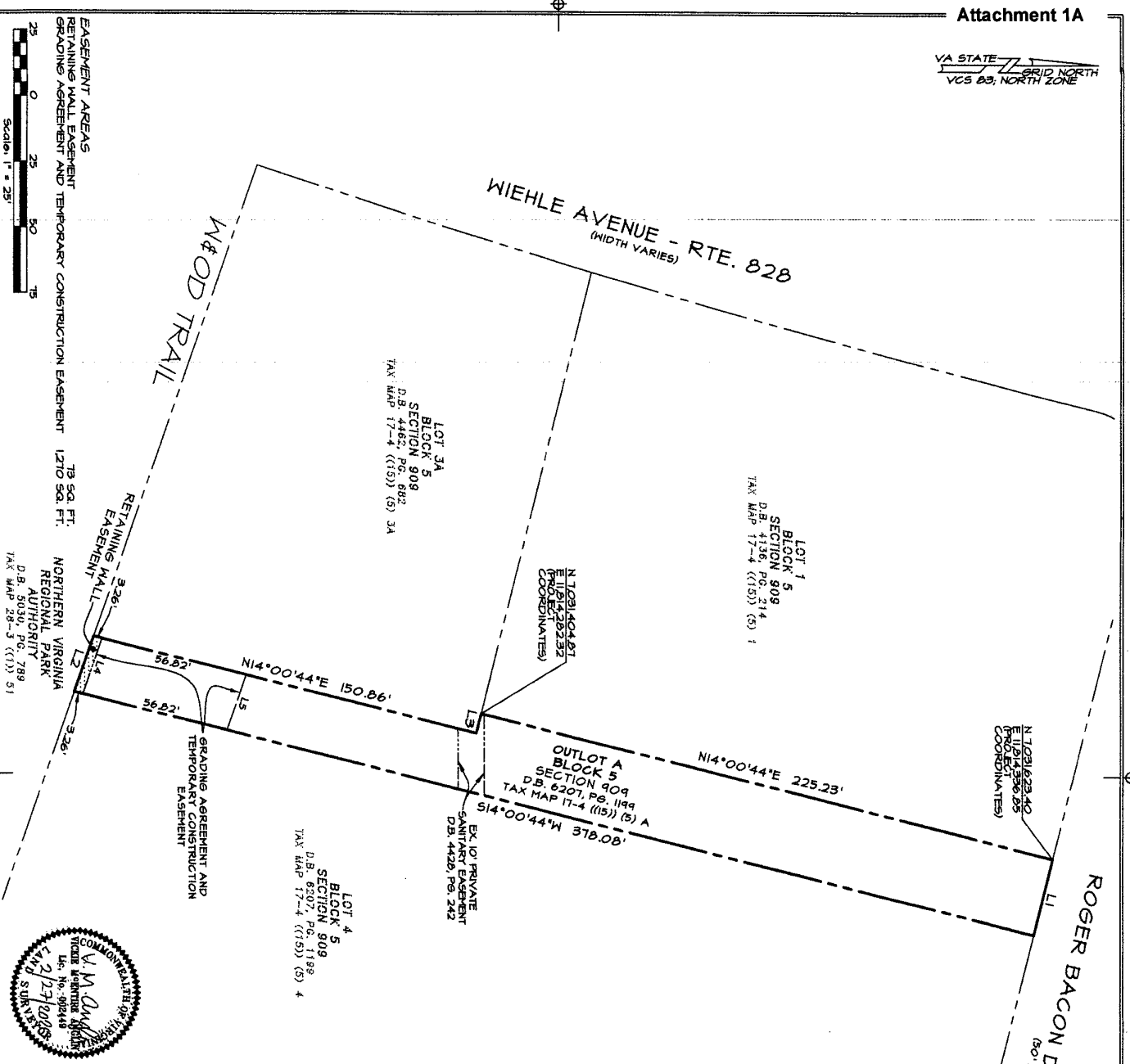
Fairfax County Water Authority Easement – 449 sq. ft.

VALUE

Estimated value of interests and damages:

SIXTY-FOUR THOUSAND ONE HUNDRED DOLLARS (\$64,100.00)

VA STATE GRID NORTH
VCS 83, NORTH ZONE



LINE TABLE	
NO.	BEARING LENGTH
L1	S70°52'17"E 30.00'
L2	N70°52'17"E 30.00'
L3	N70°52'17"E 17.65'
L4	S70°52'24"E 22.44'
L5	S70°52'24"E 22.44'

NOTES:
THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY, ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
THE INFORMATION SHOWN ON THIS PLAT HAS BEEN COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.
ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY EASEMENTS, OR OTHER INTERESTS IN THE LAND SHOWN SHALL SHOW HEREON, UNLESS OTHERWISE SPECIFICALLY STATED.
THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 17-4 (115) (5) A.
A1400102-1B

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH 12000
GOVERNMENT CENTER PKWT, FAIRFAX, VIRGINIA

PLAT SHOWING
RETAINING WALL EASEMENT
AND GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT
THROUGH
OUTLOT A
BLOCK 5
SECTION 909
RESTON
D.B. 6207, PG. 1194
BEING IN THE NAME OF
MCDONALD'S CORPORATION
D.B. 6256, PG. 1841
HUNTER HILL DISTRICT FAIRFAX COUNTY
SCALE: 1"=25' | DATE: 02/19/2020 | DRAWN BY: MRP
SHEET 1 OF 1

1:\CA\Projects\Land Survey\0174 PAT\0038-13 Wiehle Ave@W&OD Trail Phase 1(Dwg)\P17-4 (115) (5) A McDonalds REV2.dwg
Scale: 1" = 25'



LINE TABLE		
NO.	BEARING	LENGTH
1	S75°54'16"E	30.00'
2	N70°55'23"W	22.44'
3	N75°54'16"W	7.65'
4	S70°55'24"E	22.44'



NOTES:
 THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND THEREFORE NO WARRANTIES OR GUARANTEES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
 THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY. ALL EASEMENTS AND DEDICATIONS FOR PUBLIC UTILITIES AND RECORDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
 THE INFORMATION SHOWN ON THIS PLAT HAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.
 ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
 THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 17-4 (115) (5) A.
WIEHLE AVENUE AT M&OD TRAIL
 AA1400102-13

FAIRFAX COUNTY, VIRGINIA
 DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
 CAPITAL FACILITIES, LAND SURVEY BRANCH 12000
 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
 FAIRFAX COUNTY WATER AUTHORITY DEED OF EASEMENT
 THROUGH
OUTLOT A
BLOCK 5
SECTION 909
RESTON
 BEING IN THE NAME OF
MCDONALD'S CORPORATION
 D.B. 6256, PG. 184

HANTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
 SCALE: 1"=25' DATE: 2/18/2020 DRAWN BY: MRP

ATTACHMENT 2

AFFECTED PROPERTY

Tax Map Number: 017-4-15-05-0004

Street Address: 11257 Roger Bacon Dr., Reston, VA 20190

OWNER: Reston Commerce, LLC.

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

Retaining Wall Easement – 326 sq. ft.

Grading Agreement and Temporary Construction Easement – 2,186 sq. ft.

Fairfax County Water Authority Easement – 1,920 sq. ft

VALUE

Estimated value of interests and damages:

ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED DOLLARS
(\$126,900.00)

VA STATE PLAT OFFICE
VCS 09, NORTH ZONE

LOT 1
BLOCK 5
SECTION 909
D.B. 4136, PG. 214
TAX MAP 17-4 ((15)) (S) 1

OUTLOT A
BLOCK 5
SECTION 909
D.B. 6207, PG. 1189
TAX MAP 17-4 ((15)) (S) A

EX-10 PRIVATE SANITARY
SEWER EASEMENT
D.B. 4426, PG. 242

BLOCK 4
SECTION 909
RESTON
D.B. 3844, PG. 97
TAX MAP 17-4 ((15)) 4

LOT 4
BLOCK 5
SECTION 909
D.B. 6207, PG. 1189
TAX MAP 17-4 ((15)) (S) 4

LOT 3A
BLOCK 5
SECTION 909
D.B. 4462, PG. 682
TAX MAP 17-4 ((15)) (S) 3A

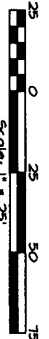
N 10° 12' 43" E
114.27441
E LINE (174.41
COORDINATES)

NORTHERN VIRGINIA
REGIONAL PARK
AUTUMN RIDGE
D.B. 5030, PG. 789
TAX MAP 28-3 ((1)) S1

N 10° 12' 43" E
114.27441
E LINE (174.41
COORDINATES)

EASEMENT AREAS
RETAINING WALL EASEMENT
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT

326 SQ. FT.
2186 SQ. FT.



VA\CD\Project\Land Survey\0174\A1\400098-13\Whehle Ave@W&OD Trail Phase 1\DWG\PLAT17-4 ((15)) (S) 4 Reston Commerce REV3.dwg

W & O D TRAIL

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION
EASEMENT
D.B. 5030, PG. 789
TAX MAP 28-3 ((1)) S1

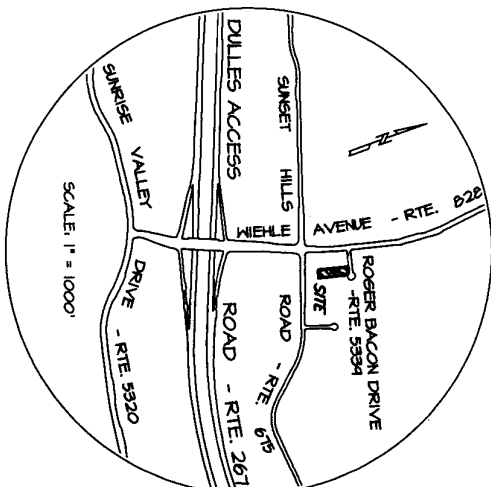
EX STORM SEWER
EASEMENT
D.B. 5067, PG. 264

EX STORM SEWER
EASEMENT
D.B. 4901, PG. 566

APPROXIMATE LOCATION
EX-10 SANITARY SEWER
D.B. 4910, PG. 146

N14°00'44"E 378.08'

S14°00'44"W 364.13'



NOTES:
THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT;
THESE ARE THE ONLY INTERESTS AND ENCUMBRANCES TO THE PROPERTY ARE
NECESSARILY SHOWN HEREON.
THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE
BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF
FAIRFAX COUNTY. ALL EASEMENTS AND DEDICATIONS FOR PUBLIC
UTILITIES AND OTHER INTERESTS OF THE ORIGINAL TRACT,
AS DESCRIBED AND RECORDED THEREIN.
THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING
LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN
ACTUAL FIELD RUN BOUNDARY SURVEY.
ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER
INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT
UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX
ASSESSMENT MAP 17-4 ((15)) (S) 4.
WIEHLE AVENUE AT W & O D TRAIL
A1140002-13

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH 12000
GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
RETAINING WALL EASEMENT,
AND GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT
THROUGH
LOT 4
BLOCK 5
SECTION 909
RESTON
D.B. 6207, PG. 1189
BEING IN THE NAME OF
RESTON COMMERCE, LLC
D.B. 27310, PG. 1400

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
SCALE: 1"=25' DATE: 09/21/2021 DRAWN BY: KIL



LOT 1
BLOCK 5
SECTION 909
D.B. 6132, PG. 214
TAX MAP 17-4 ((15)) (5) 1

OUTLOT A
BLOCK 8
SECTION 808
D.B. 6207, PG. 1189
TAX MAP 17-4 ((15)) (5) A

EX. 10 PRIVATE SANITARY
SEWER EASEMENT
D.B. 1429, PG. 242

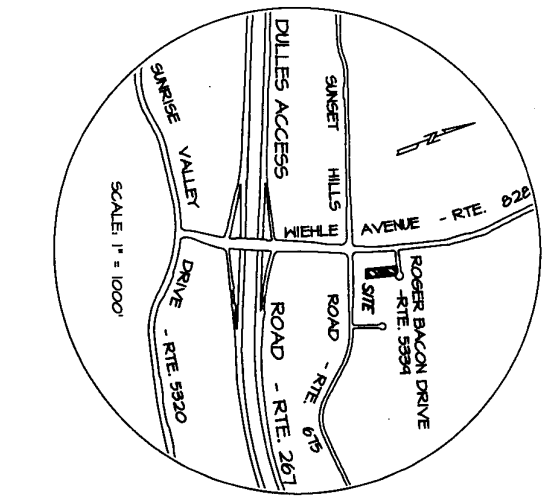
LOT 3A
BLOCK 5
SECTION 909
D.B. 4463, PG. 682
TAX MAP 17-4 ((15)) (5) 3A

LOT 4
BLOCK 5
SECTION 904
D.B. 6207, PG. 1194
TAX MAP 17-4 ((15)) (5) 4

EX. STORM SEWER
EASEMENT
D.B. 5001, PG. 264

EX. STORM SEWER
EASEMENT
D.B. 4301, PG. 599

BLOCK 4
SECTION 909
RESIST
D.B. 3844, PG. 87
TAX MAP 17-4 ((15)) 4



LINE TABLE		
NO.	BEARING	LENGTH
L1	S61°48'19"E	2512'
L2	S82°14'06"E	1625'

EASEMENT AREAS
FAIRFAX COUNTY WATER AUTHORITY EASEMENT



1920 SQ. FT.

NORTHERN VIRGINIA
REGISTRATION
D.B. 5033, PG. 789
TAX MAP 26-3 ((1)) S1

WOOD TRAIL

N 10°12'49.81
E 11°14'27.44
PROJECTIONS
(COORDINATES)

FAIRFAX COUNTY WATER
AUTHORITY EASEMENT

N 10°12'49.81
E 11°14'27.44
PROJECTIONS
(COORDINATES)



NOTES:
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THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE
BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF
FAIRFAX COUNTY. ALL EASEMENTS AND DEDICATIONS FOR PUBLIC
STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT,
AS DESCRIBED AND RECORDED THEREIN.
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THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX
ASSESSMENT MAP 17-4 ((15)) (5) 4.
WHEELIE AVENUE AT WOOD TRAIL
AA140009-13

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH 12000
GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
FAIRFAX COUNTY WATER AUTHORITY DEED OF EASEMENT
THROUGH
LOT 4
BLOCK 5
SECTION 904
RESTON
D.B. 6207, PG. 1194
BEING IN THE NAME OF
RESTON COMMERCE, LLC
D.B. 27310, PG. 1400

HUNTER MILL DISTRICT FAIRFAX COUNTY SHEET 1 OF 1
SCALE: 1"=25' DATE: 04/21/2021 DRAWM BY: KIL

AFFECTED PROPERTY

Tax Map Number: 017-4-15-05-0003-A

Street Address: 1821 Wiehle Avenue, Reston, VA 20190

OWNER: Reston Restaurant Holdings, LLC

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

Dedication for Public Street Purposes– 854 sq. ft.

Retaining Wall Easement – 571 sq. ft.

Grading Agreement and Temporary Construction Easement – 9,889 sq. ft.

Quitclaim Area – 19 sq. ft.

Fairfax County Water Authority Easement – 3,510 sq. ft.

VALUE

Estimated value of interests and damages:

SEVEN HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS
(\$758,700.00)

VA STATE PLAT BOOK NO. 11010 NORTH
VCS 03, NORTH ZONE

WIEHLE AVENUE - RTE. 828
(WIDTH VARIES)

DEDICATION, EASEMENT, AND QUITCLAIM AREAS
DEDICATION FOR PUBLIC STREET PURPOSES
RETAINING WALL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT
QUITCLAIM AREA

994 SQ. FT.
4224 SQ. FT.
19 SQ. FT.

NORTHERN VIRGINIA
REGIONAL PARK
AUTHORITY
D.B. 5030, Pg. 789
TAX MAP 28-3 (11) 51

LOT 1
BLOCK 5
SECTION 908
D.B. 4136, Pg. 214
TAX MAP 17-4 (15) (5) 1

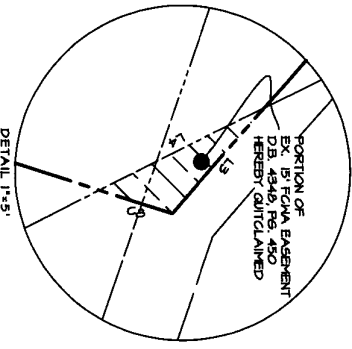
LOT 3A
BLOCK 5
SECTION 404
D.B. 4462, Pg. 602
TAX MAP 17-4 (15) (5) 3A

OUTLOT A
BLOCK 5
SECTION 908
D.B. 6207, Pg. 1189
TAX MAP 17-4 (15) (5) A

LOT 4
BLOCK 5
SECTION 908
D.B. 6207, Pg. 1189
TAX MAP 17-4 (15) (5) 4

NO.	BEARING	LENGTH
1	N44°10'02"W	15.50'
2	S44°10'02"E	16.20'
3	N44°10'02"W	5.76'
4	S26°44'56"E	11.50'

NO.	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	3915.50'	571.01'	00°50'03"	88.50'	571.01'	N17°04'44"E
C2	3940.00'	134.37'	01°58'42"	21.16'	134.37'	N17°33'03"E
C3	3940.00'	62.16'	00°55'28"	11.58'	62.16'	N17°04'44"E
C4	3940.00'	3.04'	00°02'44"	1.95'	3.04'	N17°33'04"E
C5	3915.50'	3.25'	00°02'31"	1.82'	3.24'	N16°50'24"E
C6	3915.50'	53.76'	00°41'12"	26.86'	53.76'	N16°03'27"E
C8	3915.50'	4.76'	00°04'11"	2.38'	4.77'	N17°48'32"E



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WIEHLE AVENUE AT M&OD TRAIL
AA1400102-13

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH 12000
GOVERNMENT CENTER PKY., FAIRFAX, VIRGINIA

PLAT SHOWING
DEDICATION FOR PUBLIC STREET PURPOSES,
RETAINING WALL EASEMENT, GRADING AGREEMENT
AND TEMPORARY CONSTRUCTION EASEMENT
AND QUITCLAIM OF PORTION OF FCMA EASEMENT
THROUGH

LOT 3A
BLOCK 5
SECTION 404
RESTON
D.B. 4462, Pg. 602
BEING IN THE NAME OF
RESTON RESTAURANT HOLDINGS, LLC
D.B. 25620, Pg. 1222

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
SCALE: 1"=25' DATE: 07/02/2021 DRAWN BY: KIL



Scale: 1" = 25'

VA STATE GRID NORTH
VCS 83, NORTH ZONE

WIEHLE AVENUE - RTE. 828
(WIDTH VARIES)

1220' TO INT'X
ROBER BACON
DRIVE - RTE. 588

N 70° 44' 06" 96"
E 102° 41' 03" 04"
COORDINATES

LOT 1
BLOCK 5
SECTION 909
D.B. 4136, PG. 214
TAX MAP 17-4 (15) (S) 1

LOT 3A
BLOCK 5
SECTION 904
D.B. 4462, PG. 692
TAX MAP 17-4 (15) (S) 3A

OUTLOT A
BLOCK 5
SECTION 909
D.B. 6207, PG. 1199
TAX MAP 17-4 (15) (S) A

LOT 4
BLOCK 5
SECTION 908
D.B. 6207, PG. 1199
TAX MAP 17-4 (15) (S) 4

NORTHERN VIRGINIA
REGIONAL PARK
AUTHORITY
D.B. 5020, PG. 786
TAX MAP 28-5 (11) 51

EASEMENT AREA
FAIRFAX COUNTY WATER AUTHORITY EASEMENT

3510 SQ. FT.

W&OD TRAIL



Scale: 1" = 25'

N:\CAD\Projects\Subland Survey\0172\A1100008-13\Wiele Ave@W&OD Trail From Topography\1174\0158150 3A 59477.CDW - REV.Dwg

CURVE TABLE

NO.	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	3640.00'	134.32'	01°58'42"	61.6'	134.31'	N17°33'03"E
C2	3650.00'	134.32'	01°58'42"	61.6'	134.31'	N17°33'03"E

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THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 17-4 (10B) (S) 3A.

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH 12000
GOVERNMENT CENTER PKY., FAIRFAX, VIRGINIA

PLAT SHOWING
FAIRFAX COUNTY WATER AUTHORITY DEED OF EASEMENT
THROUGH
LOT 3A
BLOCK 5
SECTION 904
RESTON

BEING IN THE NAME OF
RESTON RESTAURANT HOLDINGS, LLC
D.B. 4462, PG. 692
D.B. 25620, PG. 1222

HUNTER MILL DISTRICT, FAIRFAX COUNTY

SCALE: 1"=25' DATE: 02/19/2020 DRAWN BY: KIL

SHEET 1 OF 1



Board Agenda Item
November 9, 2021

4:30 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Old Courthouse Road - Besley Road Realignment (Hunter Mill District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Project 5G25-059-007 - Old Courthouse Road - Besley Road Realignment, Fund 30050, Transportation Improvements.

RECOMMENDATION:

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

TIMING:

On October 19, 2021, the Board authorized advertisement of a public hearing to be held on November 9, 2021, at 4:30 p.m.

BACKGROUND:

This project consists of a realignment and raising of Old Courthouse Road to improve safety and minimize roadway flooding. The project includes roadway reconstruction, new pedestrian/bicycle connections and replacing the substandard culvert with a new bridge.

Land rights for these improvements are required on twenty properties, ten of which have been acquired by the Land Acquisition Division (LAD). Two of the twenty are Fairfax County Park Authority. We continue to work with them. The construction of this project requires the acquisition of Street Dedications, Dominion Easements, Cox Easements, Verizon Easements, Storm Drainage Easements, Flood Plain Easements and Grading Agreements and Temporary Construction Easements.

Negotiations are in progress with the affected property owners; however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers on a maximum of eight of the affected properties, as shown on the attached map to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as amended). Pursuant to these

Board Agenda Item
November 9, 2021

provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:

Funding is available in Project 5G25-059-000, Spot Improvements – 2014, Fund 30050, Transportation Improvements. This project is included in the FY2022 - FY2026 Capital Improvement Program (with future Fiscal Years to FY2031) and is included in the Board's Transportation Priorities Plan (TPP) adopted on January 28, 2014, and as amended on December 3, 2019. No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 8D).

STAFF:

Rachel Flynn, Deputy County Executive

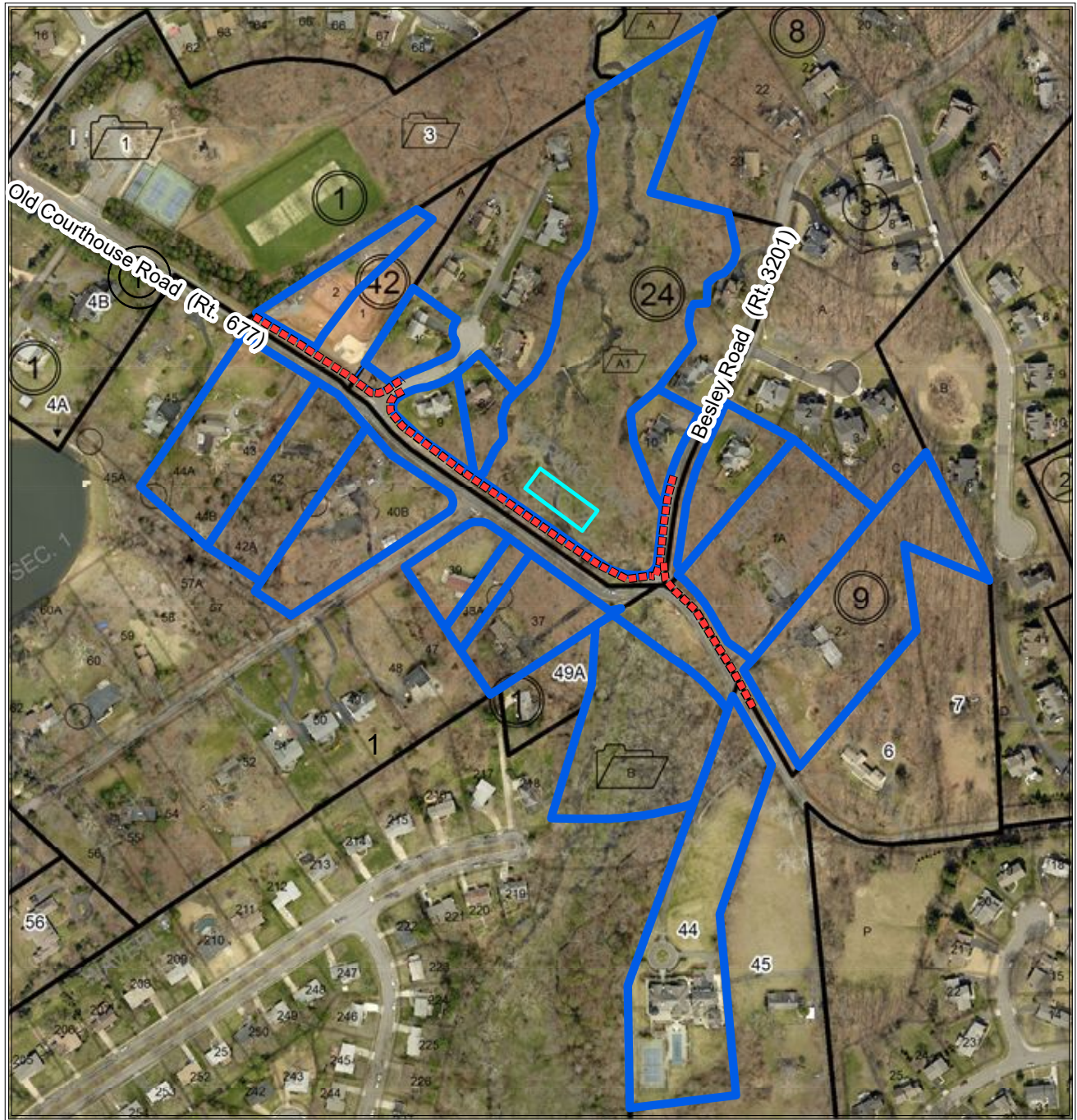
Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Carey F. Needham, Deputy Director, DPWES, Capital Facilities

Tom Biesiadny, Director, Fairfax County Department of Transportation

ASSIGNED COUNSEL:

F. Hayden Codding, Assistant County Attorney



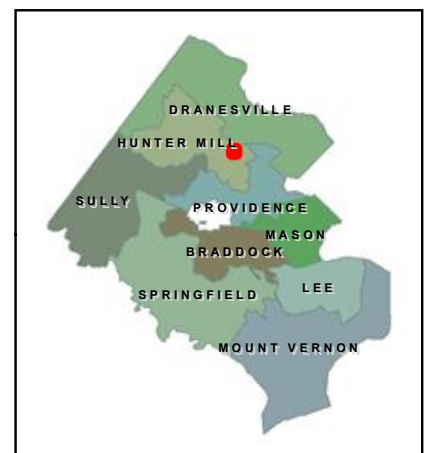
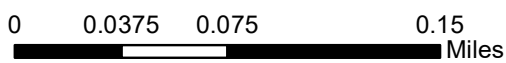
OLD COURTHOUSE ROAD - BESLEY ROAD REALIGNMENT
Project 5G25-059-007

Hunter Mill District

Tax Map: 028-4

Affected Properties: 

Proposed Improvements: 



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, November 9, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project 5G25-059-007, Old Courthouse Road - Besley Road Realignment had been approved; and

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

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

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than December 23, 2021.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 8D by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property for the purpose of the Old Courthouse Road - Besley Road Realignment project which it is proposed to realign and raise Old Courthouse Road to improve safety and minimize roadway flooding. The project includes roadway reconstruction, new pedestrian/bicycle connections and replacing the

substandard culvert with a new structure as shown and described in the plans of Project 5G25-059-007, Old Courthouse Road - Besley Road Realignment on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after December 10, 2021, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

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

LISTING OF AFFECTED PROPERTIES
Project 5G25-059-007
Old Courthouse Road - Besley Road Realignment
(Hunter Mill District)

PROPERTY OWNERS

1. McDiarmid Revocable Living Trust 0284-07-0042

Address:
9315 Old Courthouse Road, Vienna, VA 22182

2. Ladislav Goc 0284-24-0001
Ivana Gocova

Address:
1706 Burlwood Court, Vienna, Virginia 22182

3. Ladislav Goc 0284-24-A
Ivana Gocova

Address:
1706 Burlwood Court, Vienna, Virginia 22182

4. Christopher S. Todd 0284-07-0037
Christina Todd

Address:
9201 Courthouse Road, Vienna, Virginia 22182

5. The Rosemary L. Helou Revocable Trust 0284-24-0010

Address:
1716 Besley Road, Vienna, Virginia 22182

6. The Richard B. Hatheway Trust Dated February 25, 2015 and 0284-08-0002
The Lisa L. Davis Trust Dated February 25, 2015

Address:
1723 Besley Road, Vienna, Virginia 22182

7. Mary Jane Billinger, Trustee under the Billinger Family Trust 0284-09-0001A
Dated August 16, 2007

Address:
9144 Old Courthouse Road, Vienna, Virginia 22182

8. Nandakumar Sreenivasan
Akila Vellingiri

0284-09-0002

Address:
9134 Old Courthouse Road, Vienna, Virginia 22182

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

AFFECTED PROPERTY

Tax Map Number: 0284-07-0042

Street Address: 9315 Old Courthouse Road, Vienna, VA 22182

OWNER: McDiarmid Revocable Living Trust

INTERESTS REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 5,626 sq. ft.

Dominion Energy Easement – 4,041 sq. ft.

Verizon Easement – 4,041 sq. ft.

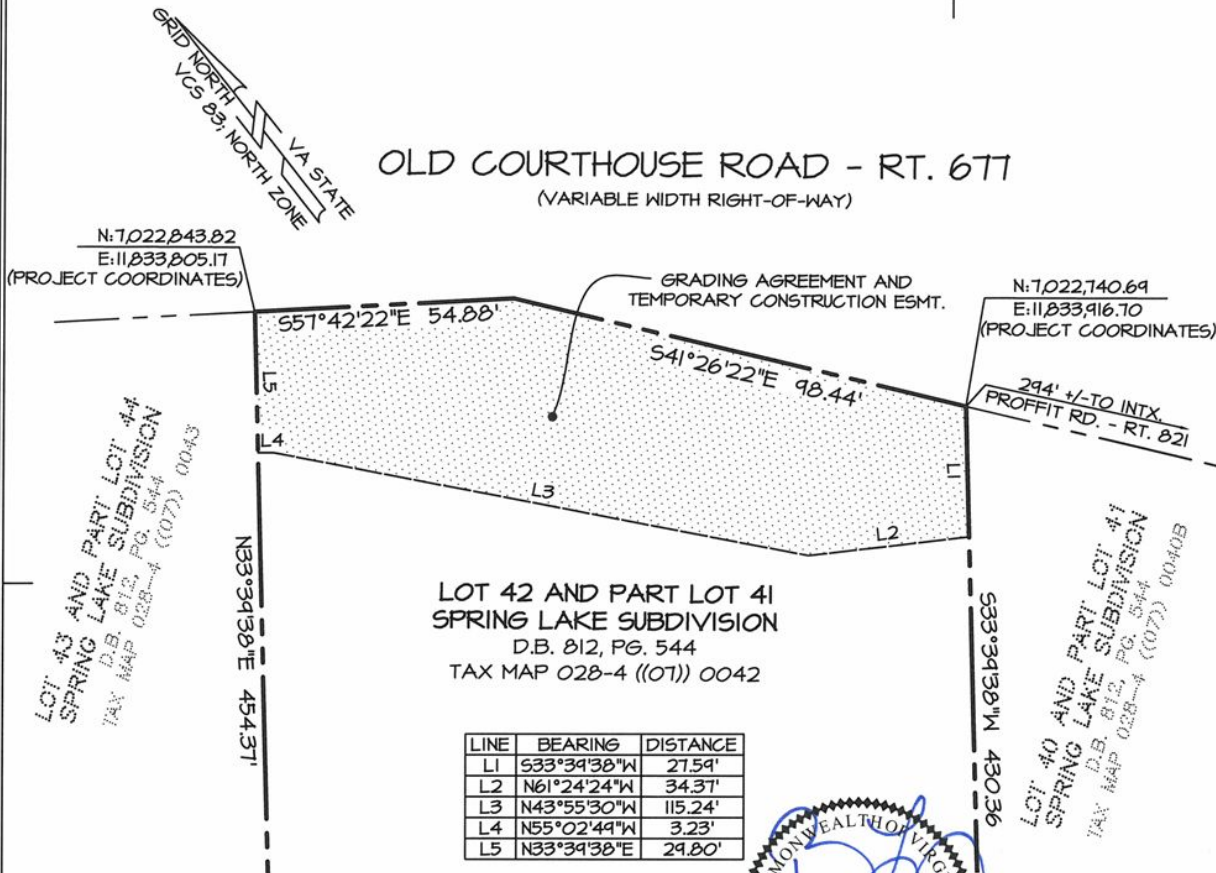
Cox Communication Easement – 4,041 sq. ft.

VALUE

Estimated value of interests and damages:

FORTY-FIVE THOUSAND ONE HUNDRED AND SIXTY THREE DOLLARS
(\$45,163.00)

OLD COURTHOUSE ROAD - RT. 677
(VARIABLE WIDTH RIGHT-OF-WAY)



NOTES:
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THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.

THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.

ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 028-4 ((07)) 0042.

REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 677) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL

PROJECT NUMBER 5625-059-007

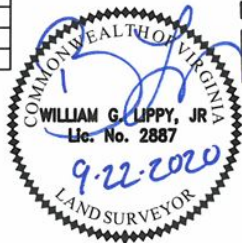
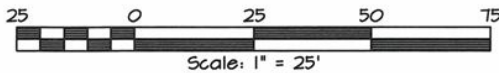
FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT THROUGH
LOT 42 AND PART LOT 41
SPRING LAKE SUBDIVISION
D.B. 812, PG. 544
BEING IN THE NAME OF
MCDIARMID REVOCABLE LIVING TRUST
D.B. 23728, PG. 703

EASEMENT AREA

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

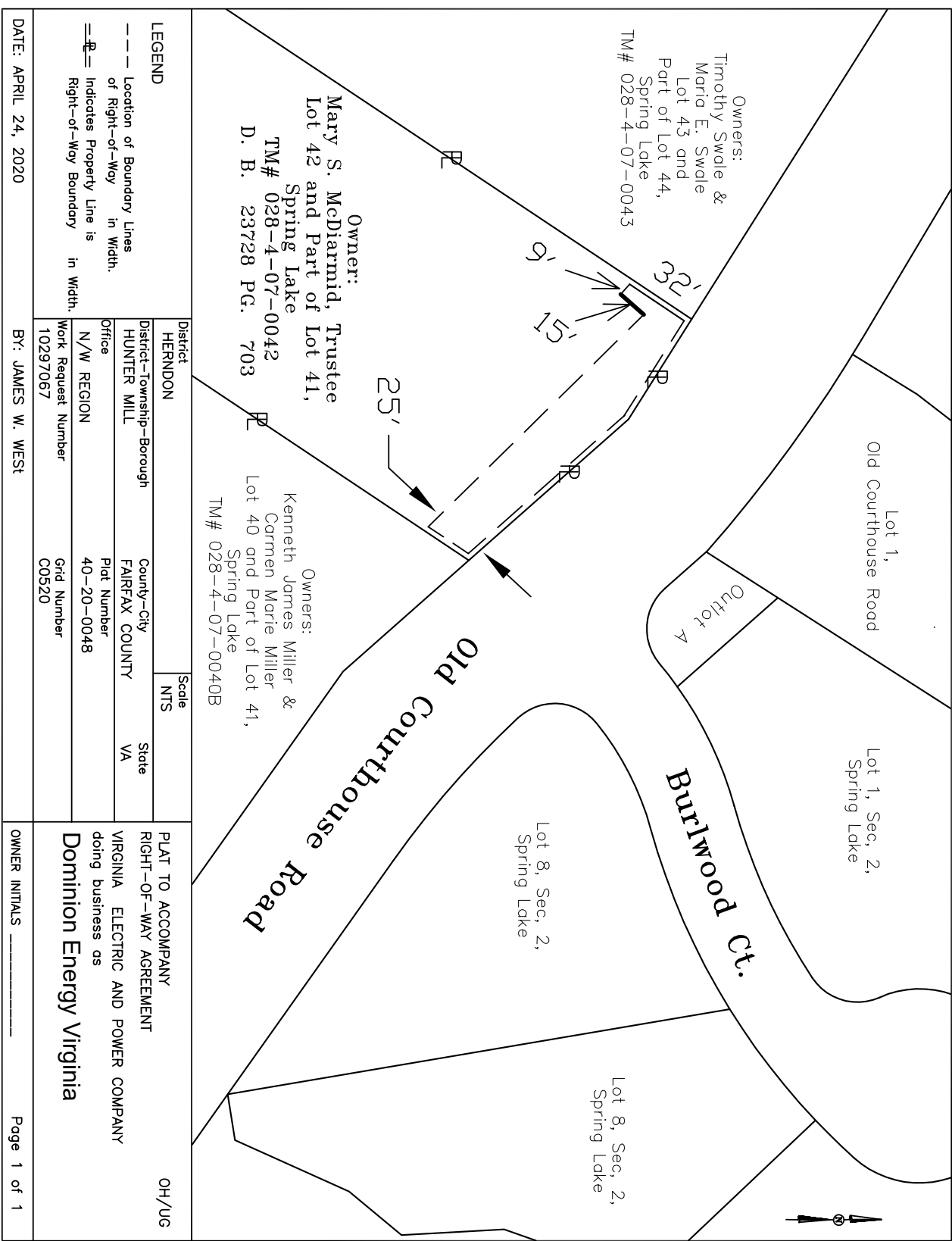
5,626 SQ. FT.



PLAT PREPARED BY:
RICE ASSOCIATES
10661 GASKINS WAY
MANASSAS, VA 20109
703-968-3200
WWW.RICESURVEYS.COM

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
SCALE: 1"=25' DATE: 07/24/20 DRAWN BY: KRM

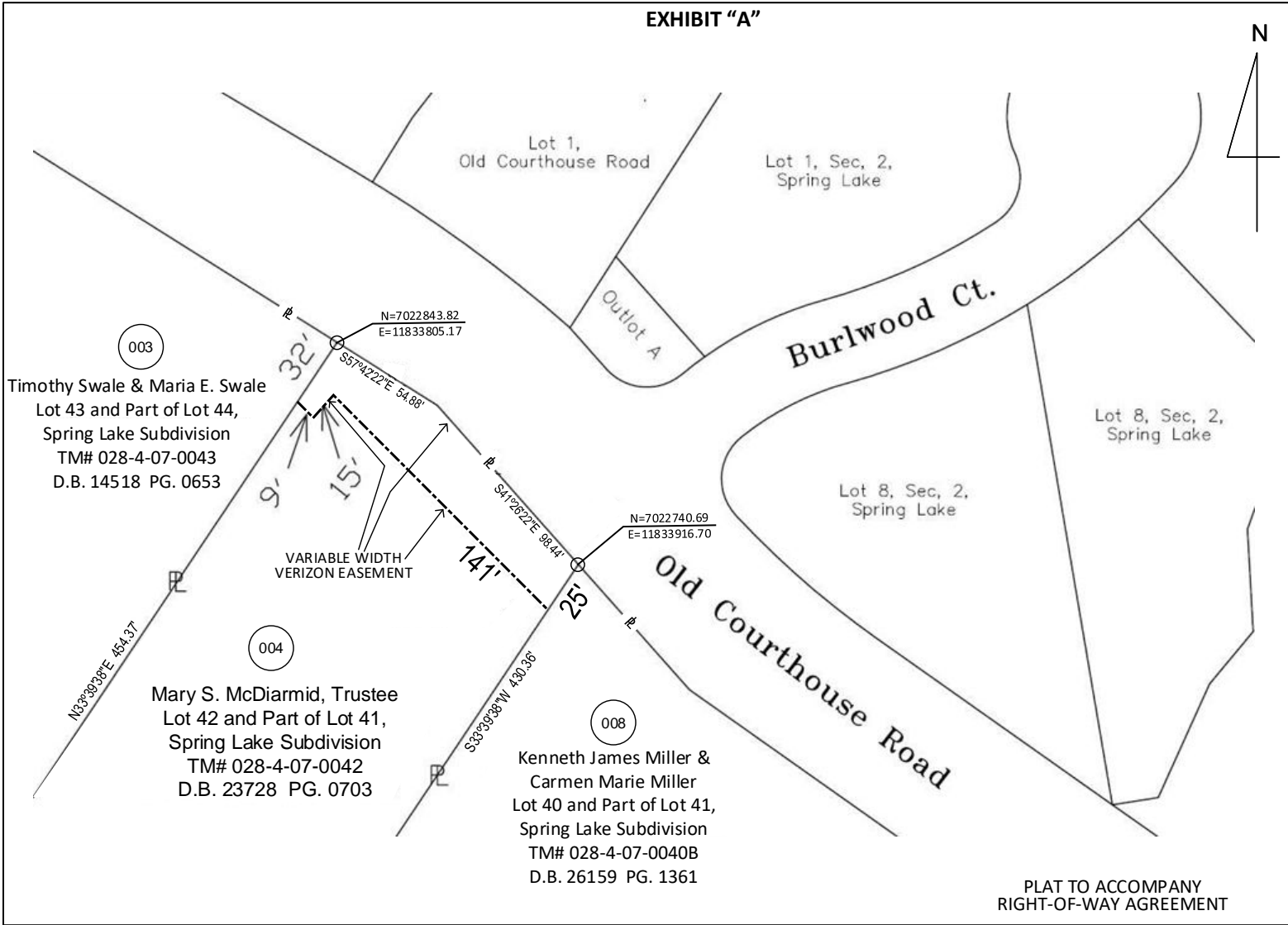
Attachment 1B



<p>LEGEND</p> <p>--- Location of Boundary Lines of Right-of-Way in Width.</p> <p>== Indicates Property Line is Right-of-Way Boundary in Width.</p>	
<p>District: HERNDON</p> <p>District-Township-Borough: HUNTER MILL</p> <p>Office: N/W REGION</p> <p>Work Request Number: 10297067</p>	<p>County-City: FAIRFAX COUNTY</p> <p>State: VA</p> <p>Scale: NTS</p>
<p>DATE: APRIL 24, 2020</p> <p>BY: JAMES W. WEST</p>	<p>PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT</p> <p>VIRGINIA ELECTRIC AND POWER COMPANY doing business as</p> <p>Dominion Energy Virginia</p> <p>OH/UG</p>

Attachment 1C

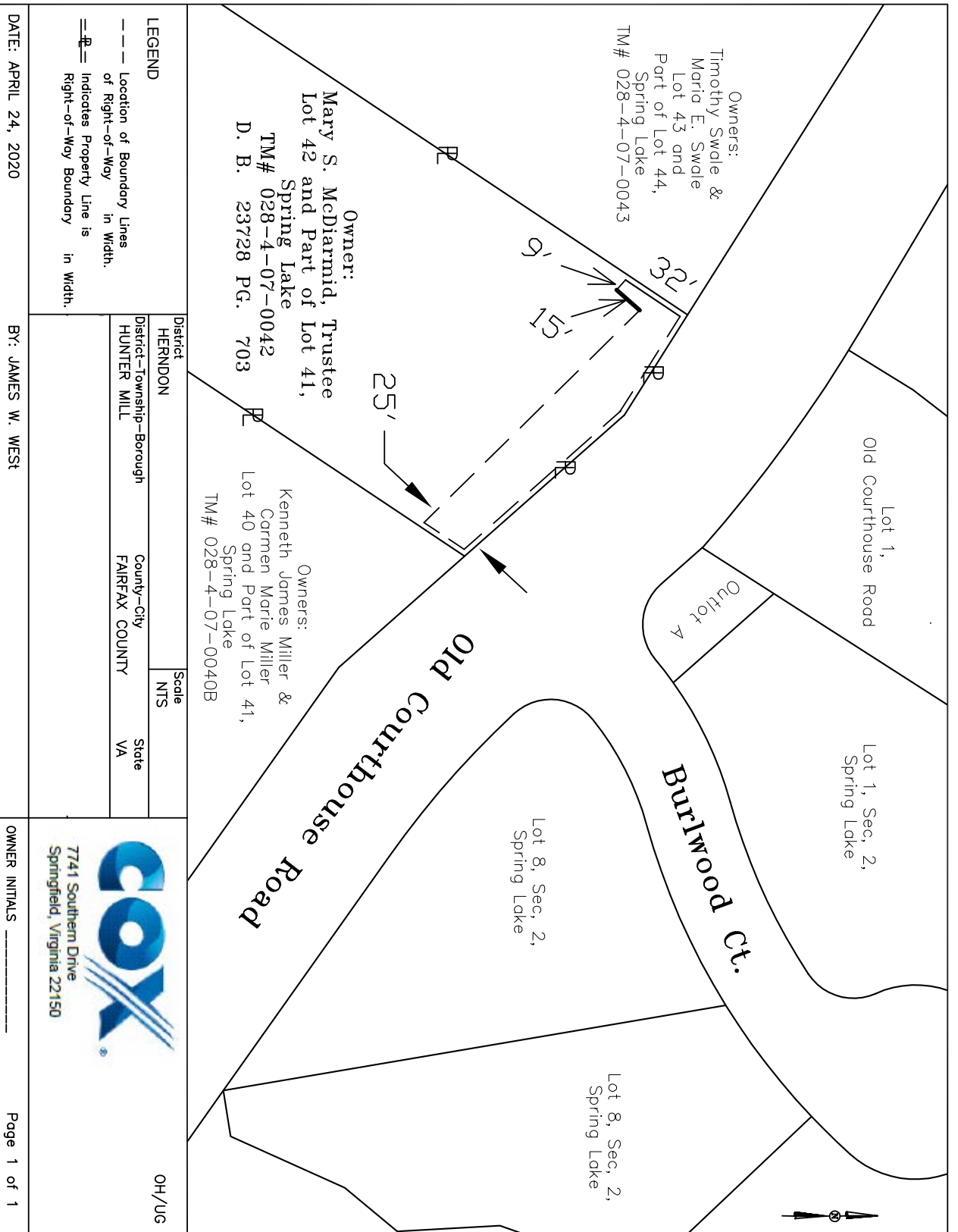
EXHIBIT "A"



VERIZON VIRGINIA LLC RIGHT-OF-WAY EXHIBIT "A"	
	DENOTES E AND/OR PROW
	DENOTES LIMITS OF EASEMENT
EA: JULIO HERNANDEZ PHONE NO.: 703-328-9007	
OWNER / GRANTOR: The MARY S. McDIARMID REVOCABLE LIVING TRUST MARY S. McDIARMID, TRUSTEE 9952 MEADOWLARK RD VIENNA, VA 22182	
SITE PLAN REFERENCE: Parcel 004 9315 OLD COURTHOUSE RD	
CONTACT NAME: Michael Maisel	
CONTACT TELEPHONE: 703-877-5821	
CENTRAL OFFICE: Vienna	
CITY / COUNTY: Fairfax County	
TAX MAP # / RPC 0284 07 0042	
MAGISTERIAL DISTRICT: Hunter Mill	
NVSM	SHEET E-W N-S PG. 4 24 A 6 OF 4
FILE NO. PAOHBCC 2020-0209	

PLAT TO ACCOMPANY
RIGHT-OF-WAY AGREEMENT

Attachment ID



AFFECTED PROPERTY

Tax Map Number: 0284-24-A

Street Address: N/A

OWNER: Ladislav Goc
Ivana Gocova

INTERESTS REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes – 371 sq. ft.

Grading Agreement and Temporary Construction Easement – 307 sq. ft.

Dominion Energy Easement – 233 sq. ft.

VALUE

Estimated value of interests and damages:

SIX HUNDRED AND EIGHTY DOLLARS (\$680.00)

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	175.00'	13.50'	S52°10'25"W	13.50'	4°25'18"	6.76'
C2	25.00'	38.64'	N85°45'12"W	34.91'	88°34'03"	24.38'
C3	25.00'	34.63'	N81°09'17"W	31.93'	79°22'13"	20.74'

LINE	BEARING	DISTANCE
L1	N31°46'45"W	14.38'
L2	S84°32'09"W	28.20'
L3	N41°28'11"W	6.18'
L4	N41°28'11"W	19.31'
L5	N32°37'49"E	2.08'
L6	S41°28'11"E	18.91'
L7	N83°20'02"E	43.66'
L8	S41°28'11"E	8.08'

NOTES:

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.

THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.

ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 028-4 ((24)) A

**REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 671) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL
PROJECT NUMBER 5625-059-007**

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
DEDICATION FOR PUBLIC STREET PURPOSES,
AND
GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT
THROUGH
OUTLOT A, SECTION 2, RESUBDIVISION OF
PARCEL "A" & LOTS 1 & 24
SPRING LAKE SUBDIVISION

D.B. 5040, PG. 368
BEING IN THE NAME OF
LADISLAV GOC AND IVANA GOCOVA
D.B. 21615, PG. 361

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1

SCALE: 1"=25' DATE: 09/11/20 DRAWN BY: KRM

GRID NORTH
VCS 83, NORTH ZONE
VA STATE

LOT 1
SECTION 2
RESUBDIVISION OF
PARCEL "A" & LOTS 1 & 24
SPRING LAKE SUBDIVISION
D.B. 5040, PG. 368
TAX MAP 028-4 ((24)) 0001

LOT 1
#9318 OLD
COURTHOUSE ROAD
D.B. 24874, PG. 440
TAX MAP 028-4 ((42)) 0001

OUTLOT A
SECTION 2
RESUBDIVISION OF
PARCEL "A" & LOTS 1 & 24
SPRING LAKE SUBDIVISION
D.B. 5040, PG. 368
TAX MAP 028-4 ((24)) A

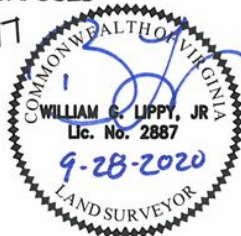
BURLWOOD COURT -
RTE. 6068 (40' RIGHT-OF-WAY)

GRADING AGREEMENT
AND TEMPORARY
CONSTRUCTION ESMT.

EX. STORM DRAIN ESMT.
D.B. 5040, PG. 368

HEREBY DEDICATED FOR
PUBLIC STREET PURPOSES

OLD COURTHOUSE ROAD - RTE. 671
(VARIABLE WIDTH RIGHT-OF-WAY)



PLAT PREPARED BY:
RICE ASSOCIATES
10661 GASKINS WAY
MANASSAS, VA 20109
703-968-3200
WWW.RICESURVEYS.COM



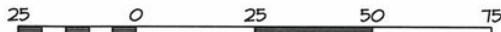
371 SQ. FT.

307 SQ. FT.

DEDICATION AND EASEMENT AREAS

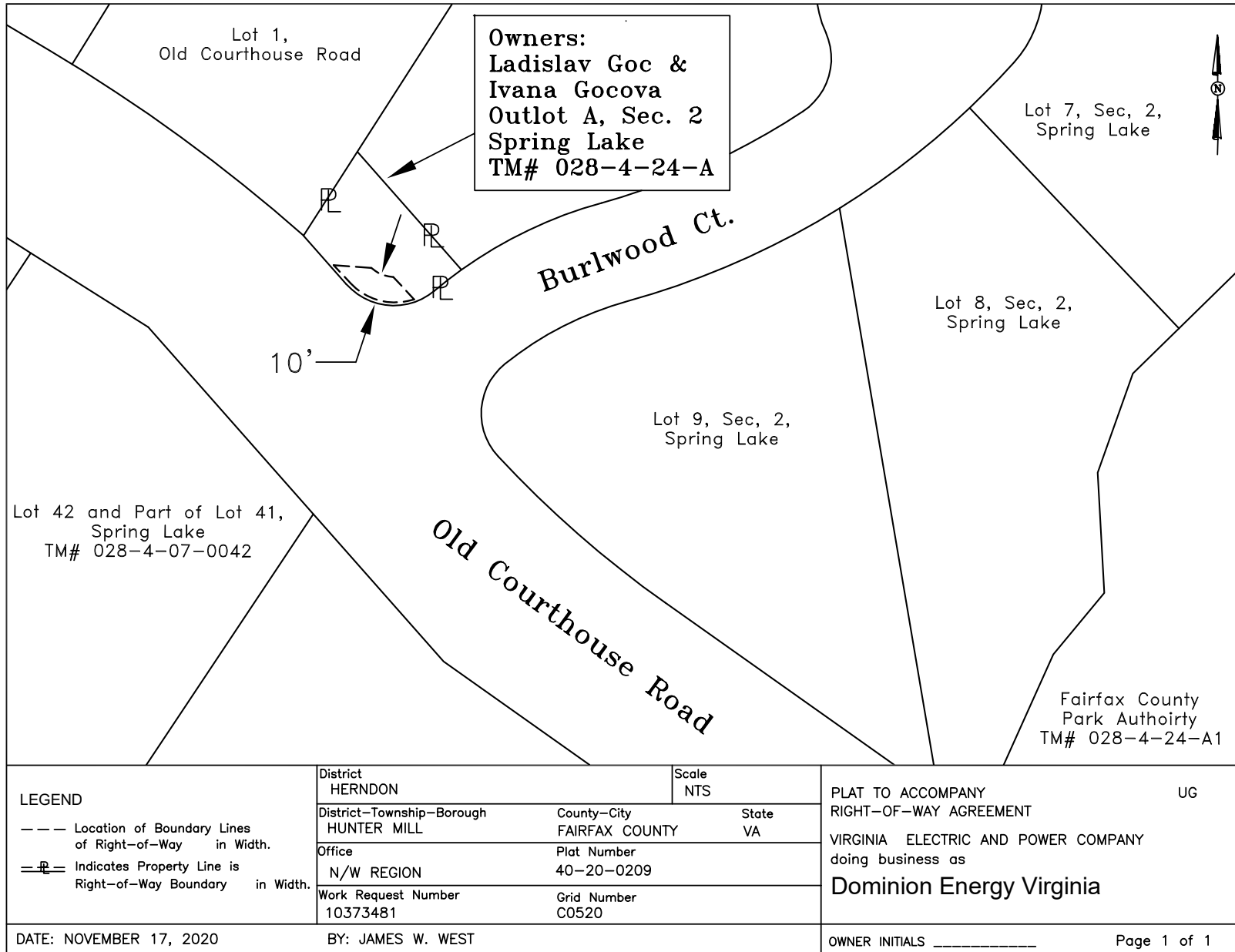
DEDICATION FOR PUBLIC STREET PURPOSES

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT



Scale: 1" = 25'

Attachment 2B



AFFECTED PROPERTY

Tax Map Number: 0284-24-0001

Street Address: 1706 Burlwood Court, Vienna, Virginia 22182

OWNER: Ladislav Goc
Ivana Gocova

INTERESTS REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 58 sq. ft.

VALUE

Estimated value of interests and damages:

FOUR HUNDRED AND THIRTY DOLLARS (\$430.00)

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	175.00'	61.54'	S64°21'31"W	61.22'	20°08'54"	31.09'
C2	175.00'	14.86'	S56°49'00"W	14.85'	4°51'52"	7.43'

LINE	BEARING	DISTANCE
L1	N41°28'11"W	8.08'
L2	N83°20'02"E	17.90'

GRID NORTH
VCS 83; NORTH ZONE

N52°37'49"E 202.72'

LOT 1
SECTION 2
RESUBDIVISION OF
PARCEL "A" & LOTS 1 & 24
SPRING LAKE SUBDIVISION
D.B. 5040, PG. 368
TAX MAP 028-4 ((24)) 0001

LOT 1
#9318 OLD
COURTHOUSE ROAD
SPRING LAKE SUBDIVISION
D.B. 24874, PG. 440
TAX MAP 028-4 ((42)) 0001

N:7,022,883.74
E:11,833,934.05
(PROJECT COORDINATES)

OUTLOT A
SECTION 2
RESUBDIVISION OF
PARCEL "A" & LOTS 1 & 24
SPRING LAKE SUBDIVISION
D.B. 5040, PG. 368
TAX MAP 028-4 ((24)) A

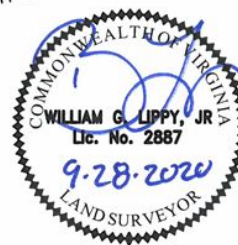
EASEMENT AREA

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

58 SQ. FT.



PLAT PREPARED BY:
RICE ASSOCIATES
10661 GASKINS WAY
MANASSAS, VA 20109
703-468-3200
WWW.RICESURVEYS.COM

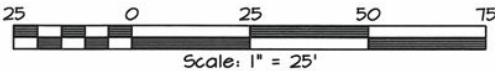


BURLWOOD COURT -
RTE. 6068 (40' RIGHT-OF-WAY)

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION ESMT.

N:7,022,831.20
E:11,833,975.18
(PROJECT COORDINATES)

OLD COURTHOUSE ROAD - RTE. 671
(VARIABLE WIDTH RIGHT-OF-WAY)



NOTES:

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REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 671) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL
PROJECT NUMBER 5625-059-007

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT THROUGH
LOT 1, SECTION 2, RESUBDIVISION OF
PARCEL "A" & LOTS 1 & 24
SPRING LAKE SUBDIVISION
D.B. 5040, PG. 368
BEING IN THE NAME OF
LADISLAV GOC AND IVANA GOCOVA
D.B. 21615, PG. 361

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1

SCALE: 1"=25' DATE: 09/11/20 DRAWN BY: KRM

AFFECTED PROPERTY

Tax Map Number: 0284-07-0037

Street Address: 9201 Old Courthouse Road, Vienna, Virginia 22182

OWNER: Christopher S. Todd
Christina Todd

INTERESTS REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes – 1,081 sq. ft.
Flood Plain and Storm Drainage Easement – 748 sq. ft.
Town of Vienna Water Easement – 3,309 sq. ft.
Town of Vienna Sanitary Sewer Easement – 3,309 sq. ft.
Grading Agreement and Temporary Construction Easement – 9,038 sq. ft.
Dominion Energy Easement – 9,676 sq. ft.
Verizon Easement – 9,676 sq. ft.
Cox Communication Easement – 9,676 sq. ft.

VALUE

Estimated value of interests and damages:

ONE HUNDRED THIRTY-SIX THOUSAND SIX HUNDRED AND SEVENTY
TWO DOLLARS (\$136,672.00)

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	263.00'	34.53'	S56°16'16"E	34.51'	T°31'22"	17.24'

LINE	BEARING	DISTANCE
L1	S56°13'08"W	19.36'
L2	S62°34'17"E	61.34'
L3	S37°24'25"W	5.50'
L4	S52°30'35"E	45.14'
L5	S54°42'17"E	36.66'
L6	S35°20'38"W	1.22'
L7	N14°34'38"E	25.28'
L8	N64°51'37"W	24.76'
L9	N24°51'37"W	25.10'
L10	N63°32'55"W	32.46'
L11	N02°25'18"W	43.71'
L12	S52°30'35"E	22.90'
L13	N13°05'56"W	40.10'
L14	N03°54'14"E	42.51'
L15	S62°34'17"E	38.34'
L16	S54°24'08"W	75.14'
L17	N36°03'57"W	17.53'
L18	N08°54'51"E	62.02'
L19	S55°12'58"W	120.86'
L20	N55°20'38"E	35.82'

NOTES:

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ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 028-4 ((01)) 0031

REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 677) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL

PROJECT NUMBER 5625-059-007

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

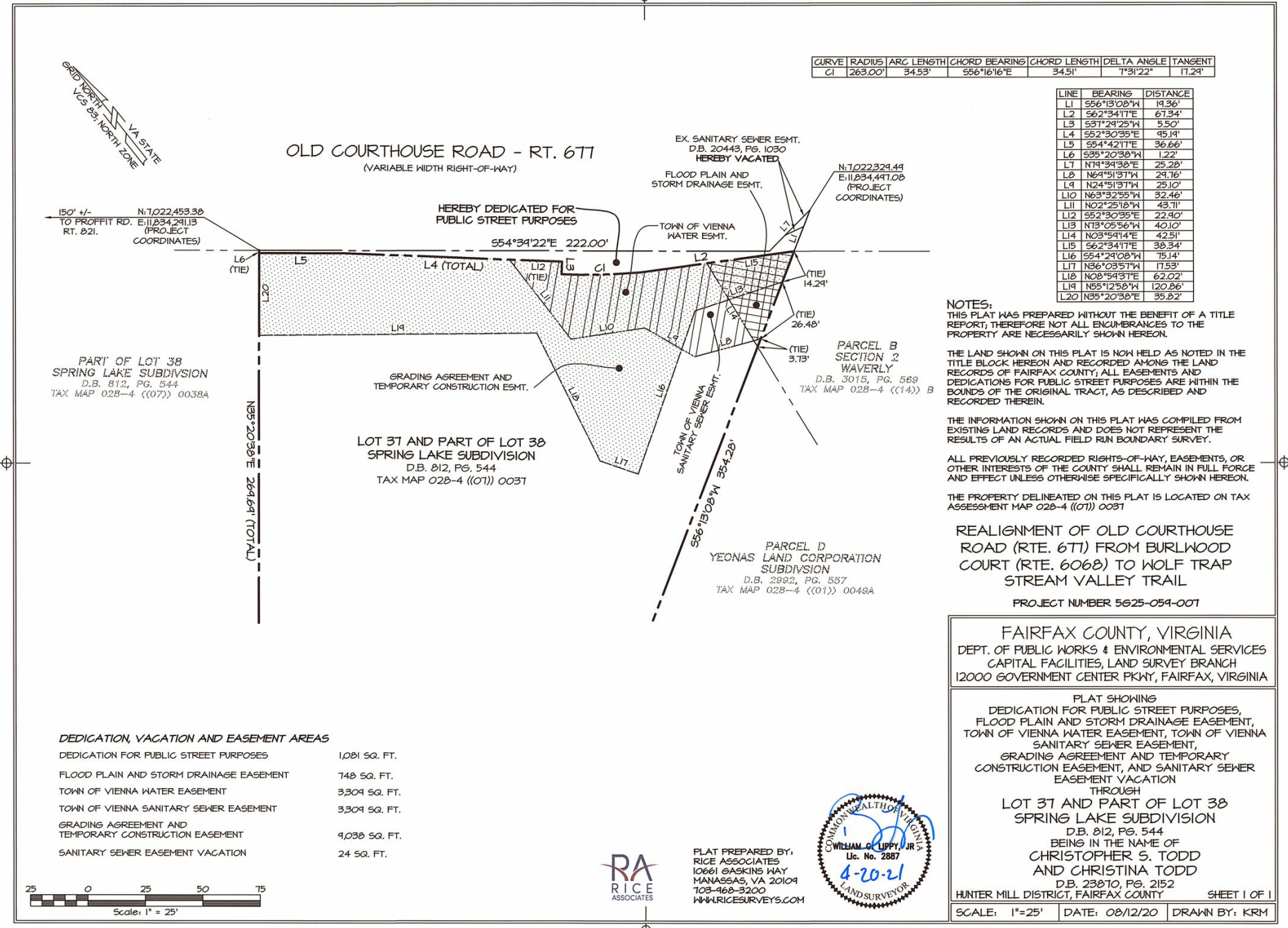
PLAT SHOWING
DEDICATION FOR PUBLIC STREET PURPOSES,
FLOOD PLAIN AND STORM DRAINAGE EASEMENT,
TOWN OF VIENNA WATER EASEMENT, TOWN OF VIENNA
SANITARY SEWER EASEMENT,
GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT, AND SANITARY SEWER
EASEMENT VACATION

THROUGH
LOT 37 AND PART OF LOT 38
SPRING LAKE SUBDIVISION

D.B. 812, PG. 544
BEING IN THE NAME OF
CHRISTOPHER S. TODD
AND CHRISTINA TODD

D.B. 23870, PG. 2152
HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1

SCALE: 1"=25' DATE: 08/12/20 DRAWN BY: KRM



OLD COURTHOUSE ROAD - RT. 677
(VARIABLE WIDTH RIGHT-OF-WAY)

HEREBY DEDICATED FOR PUBLIC STREET PURPOSES

EX. SANITARY SEWER ESMT.
D.B. 20443, PG. 1030
HEREBY VACATED

FLOOD PLAIN AND STORM DRAINAGE ESMT.

TOWN OF VIENNA WATER ESMT.

GRADING AGREEMENT AND TEMPORARY CONSTRUCTION ESMT.

LOT 37 AND PART OF LOT 38
SPRING LAKE SUBDIVISION
D.B. 812, PG. 544
TAX MAP 028-4 ((01)) 0037

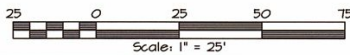
PARCEL B SECTION 2
WAVERLY
D.B. 3015, PG. 569
TAX MAP 028-4 ((14)) B

PARCEL D
YEONAS LAND CORPORATION
SUBDIVISION
D.B. 2882, PG. 557
TAX MAP 028-4 ((01)) 0048A

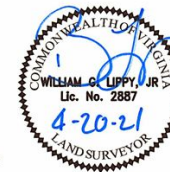
PART OF LOT 38
SPRING LAKE SUBDIVISION
D.B. 812, PG. 544
TAX MAP 028-4 ((07)) 0038A

DEDICATION, VACATION AND EASEMENT AREAS

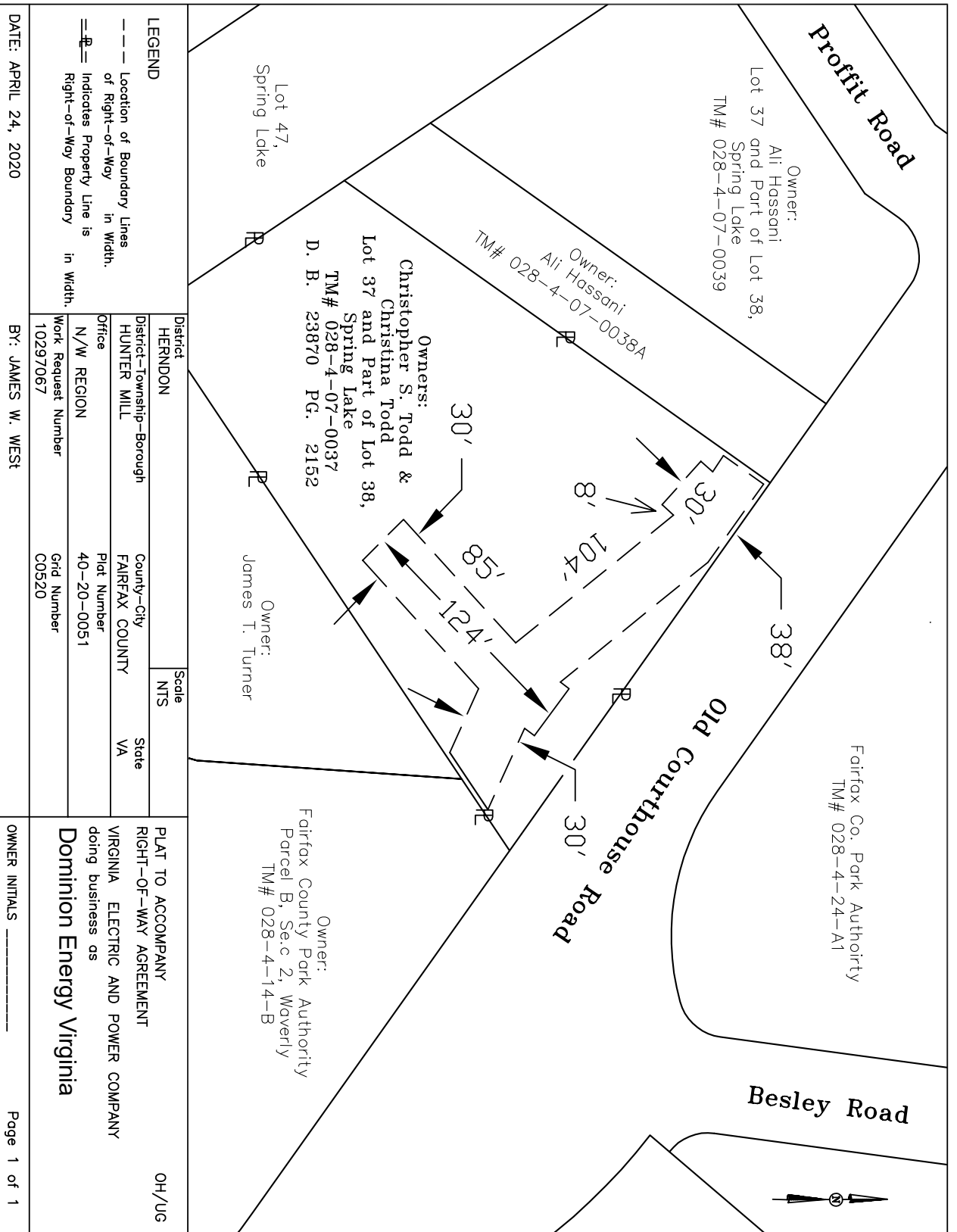
DEDICATION FOR PUBLIC STREET PURPOSES	1,081 SQ. FT.
FLOOD PLAIN AND STORM DRAINAGE EASEMENT	748 SQ. FT.
TOWN OF VIENNA WATER	3,309 SQ. FT.
TOWN OF VIENNA SANITARY SEWER EASEMENT	3,309 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	9,038 SQ. FT.
SANITARY SEWER EASEMENT VACATION	24 SQ. FT.



PLAT PREPARED BY:
RICE ASSOCIATES
10661 GASKINS WAY
MANASSAS, VA 20109
703-468-3200
WWW.RICESURVEYS.COM

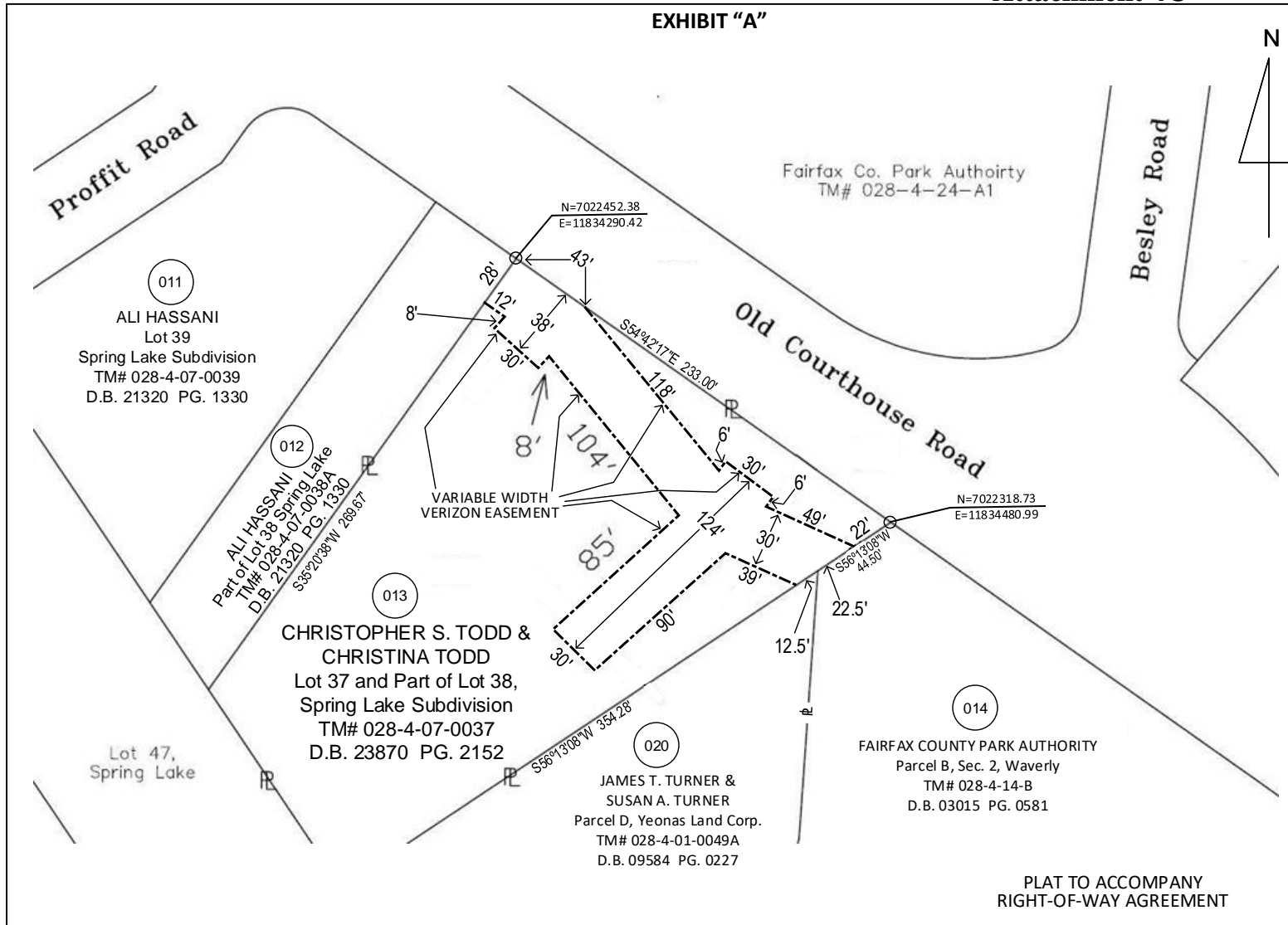


Attachment 4B



Attachment 4C

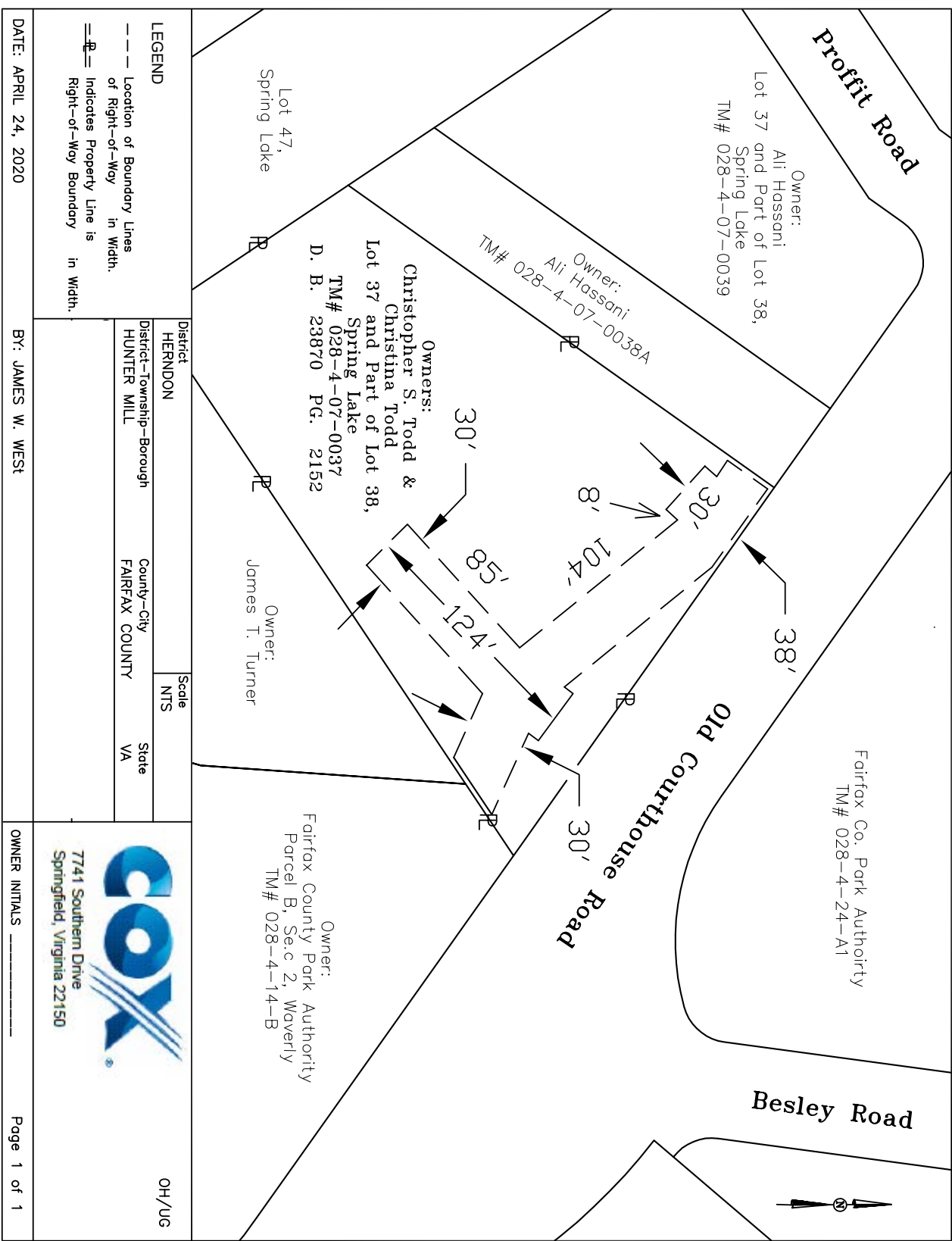
EXHIBIT "A"



VERIZON VIRGINIA LLC RIGHT-OF-WAY EXHIBIT "A"				
—————		DENOTES E AND/OR PROW		
-----		DENOTES LIMITS OF EASEMENT		
EA: JULIO HERNANDEZ				
PHONE NO.: 703-328-9007				
OWNER / GRANTOR: CHRISTOPHER S. TODD & CHRISTINA TODD 9201 OLD COURTHOUSE RD VIENNA, VA 22182				
SITE PLAN REFERENCE: Parcel 013 9201 Old Courthouse Rd				
CONTACT NAME: Michael Maisel				
CONTACT TELEPHONE: 703-877-5821				
CENTRAL OFFICE: Vienna				
CITY / COUNTY: Fairfax County				
TAX MAP # / RPC 0284 07 0037				
MAGISTERIAL DISTRICT: Hunter Mill				
NVSM	SHEET	E-W	N-S	PG. 4 OF 4
	24	B	6	
FILE NO. PAOHBCC 2020-0212				

PLAT TO ACCOMPANY
RIGHT-OF-WAY AGREEMENT

Attachment 4D



ATTACHMENT 5

AFFECTED PROPERTY

Tax Map Number: 0284-24-0010

Street Address: 1716 Besley Road, Vienna, Virginia 22182

OWNER: The Rosemary L. Helou Revocable Trust

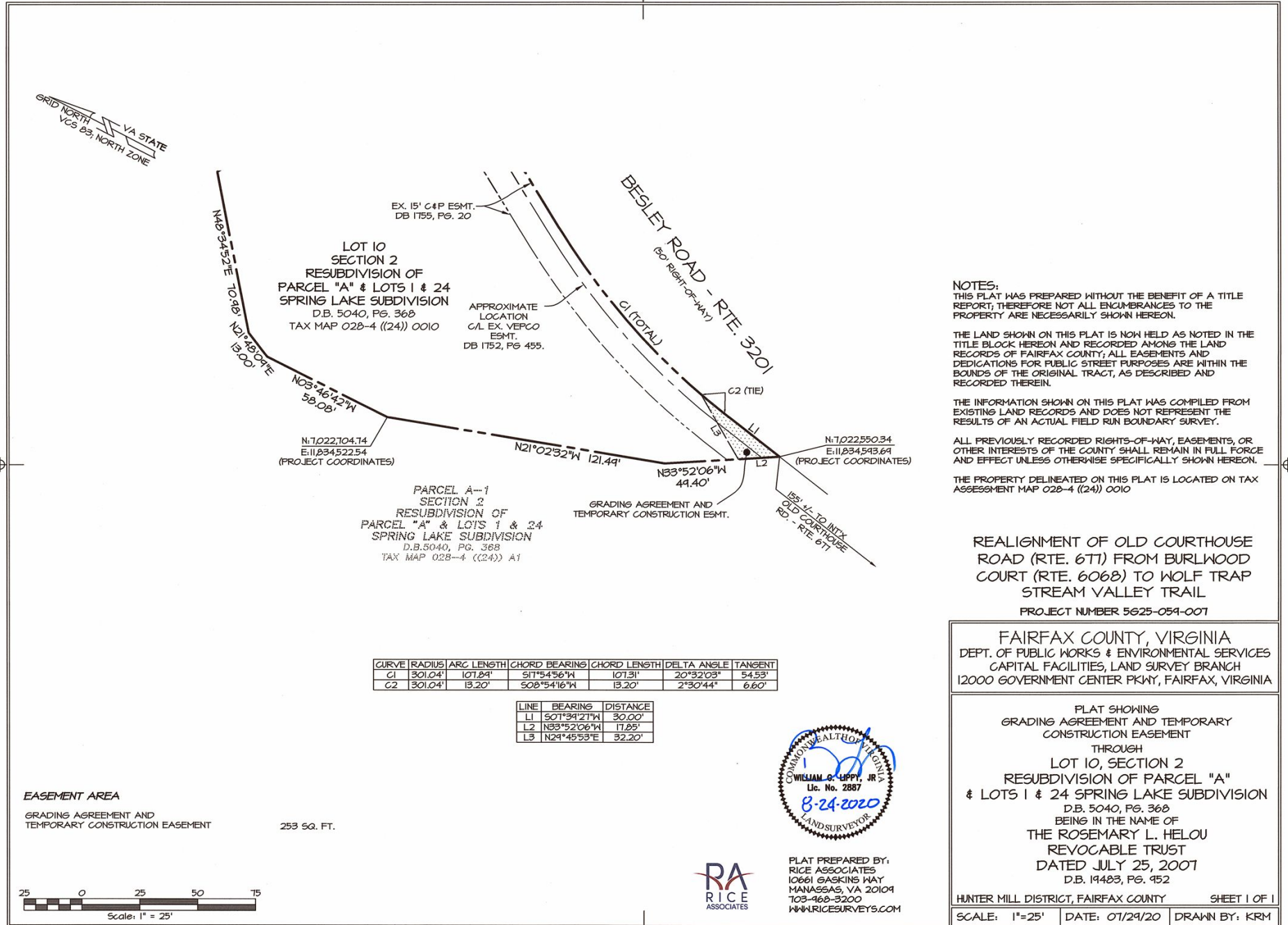
INTERESTS REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 253 sq. ft.

VALUE

Estimated value of interests and damages:

ONE THOUSAND ONE HUNDRED AND SEVENTY DOLLARS (\$1,170.00)



NOTES:
 THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.

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ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 028-4 ((24)) 0010

REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 671) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL

PROJECT NUMBER 5625-059-007

FAIRFAX COUNTY, VIRGINIA
 DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
 CAPITAL FACILITIES, LAND SURVEY BRANCH
 12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

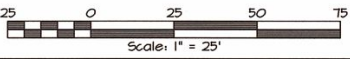
PLAT SHOWING
 GRADING AGREEMENT AND TEMPORARY
 CONSTRUCTION EASEMENT
 THROUGH
 LOT 10, SECTION 2
 RESUBDIVISION OF PARCEL "A"
 & LOTS 1 & 24 SPRING LAKE SUBDIVISION
 D.B. 5040, P.G. 368
 BEING IN THE NAME OF
 THE ROSEMARY L. HELOU
 REVOCABLE TRUST
 DATED JULY 25, 2007
 D.B. 19483, P.G. 952

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
 SCALE: 1"=25' DATE: 07/29/20 DRAWN BY: KRM

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	301.04'	107.84'	S17°54'56"W	107.31'	20°32'03"	54.53'
C2	301.04'	13.20'	S08°54'16"W	13.20'	2°30'44"	6.60'

LINE	BEARING	DISTANCE
L1	S07°34'21"W	30.00'
L2	N83°52'06"W	11.83'
L3	N29°45'53"E	32.20'

EASEMENT AREA
 GRADING AGREEMENT AND
 TEMPORARY CONSTRUCTION EASEMENT 253 SQ. FT.



RA
 RICE
 ASSOCIATES
 PLAT PREPARED BY:
 RICE ASSOCIATES
 10661 GASKING WAY
 MANASSAS, VA 20109
 703-468-3200
 WWW.RICESURVEYS.COM



AFFECTED PROPERTY

Tax Map Number: 0284-08-0002

Street Address: 1723 Besley Road, Vienna, Virginia 22182

OWNER: The Richard B. Hatheway Trust Dated February 25, 2015
and The Lisa L. Davis Trust Dated February 25, 2015

INTERESTS REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes – 380 sq. ft.

Storm Drainage Easement – 1,279 sq. ft.

Grading Agreement and Temporary Construction Easement – 484 sq. ft.

Dominion Energy Easement – 3,002 sq. ft.

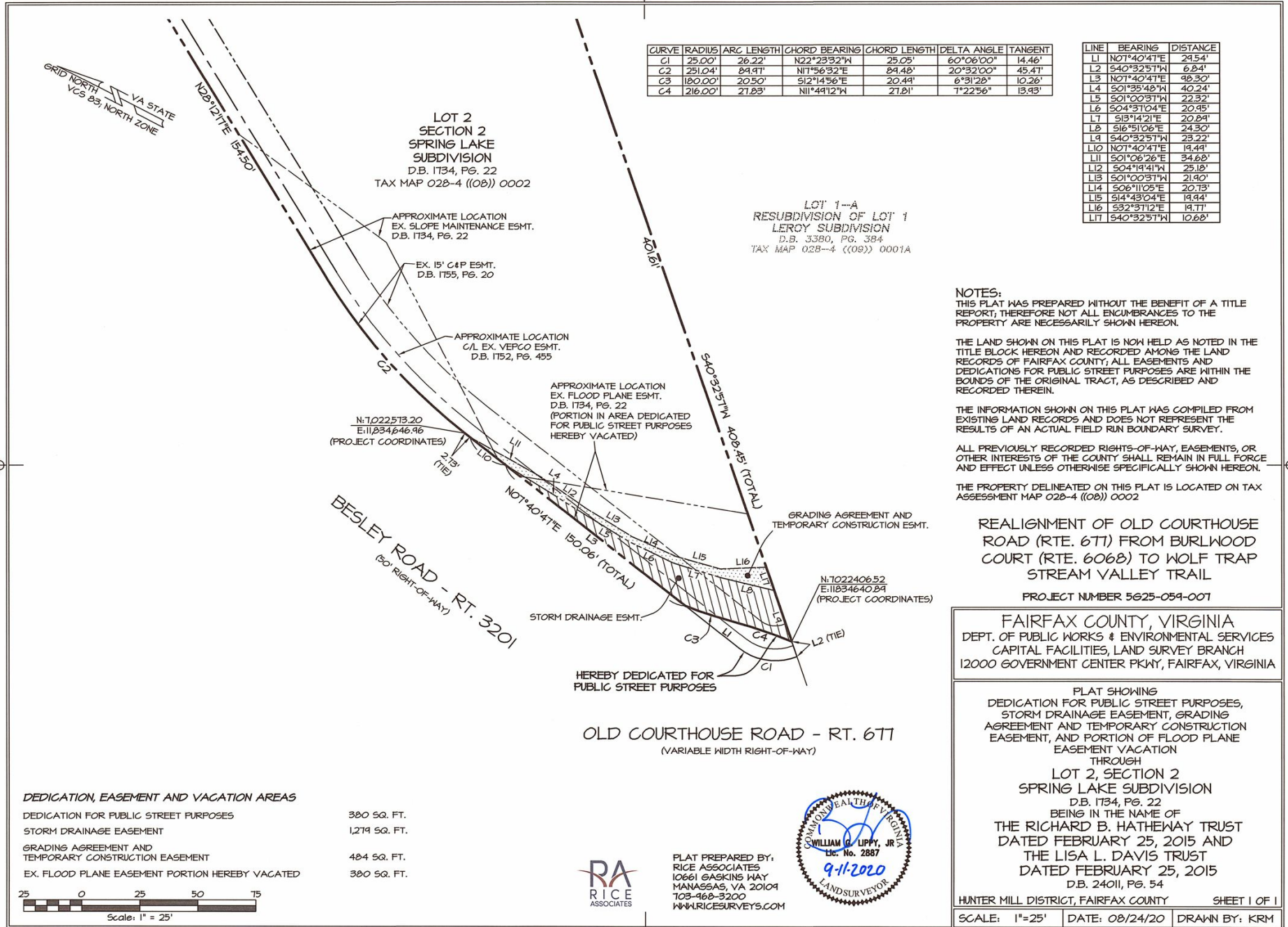
Verizon Easement – 3,002 sq. ft.

Cox Communication Easement – 3,002 sq. ft.

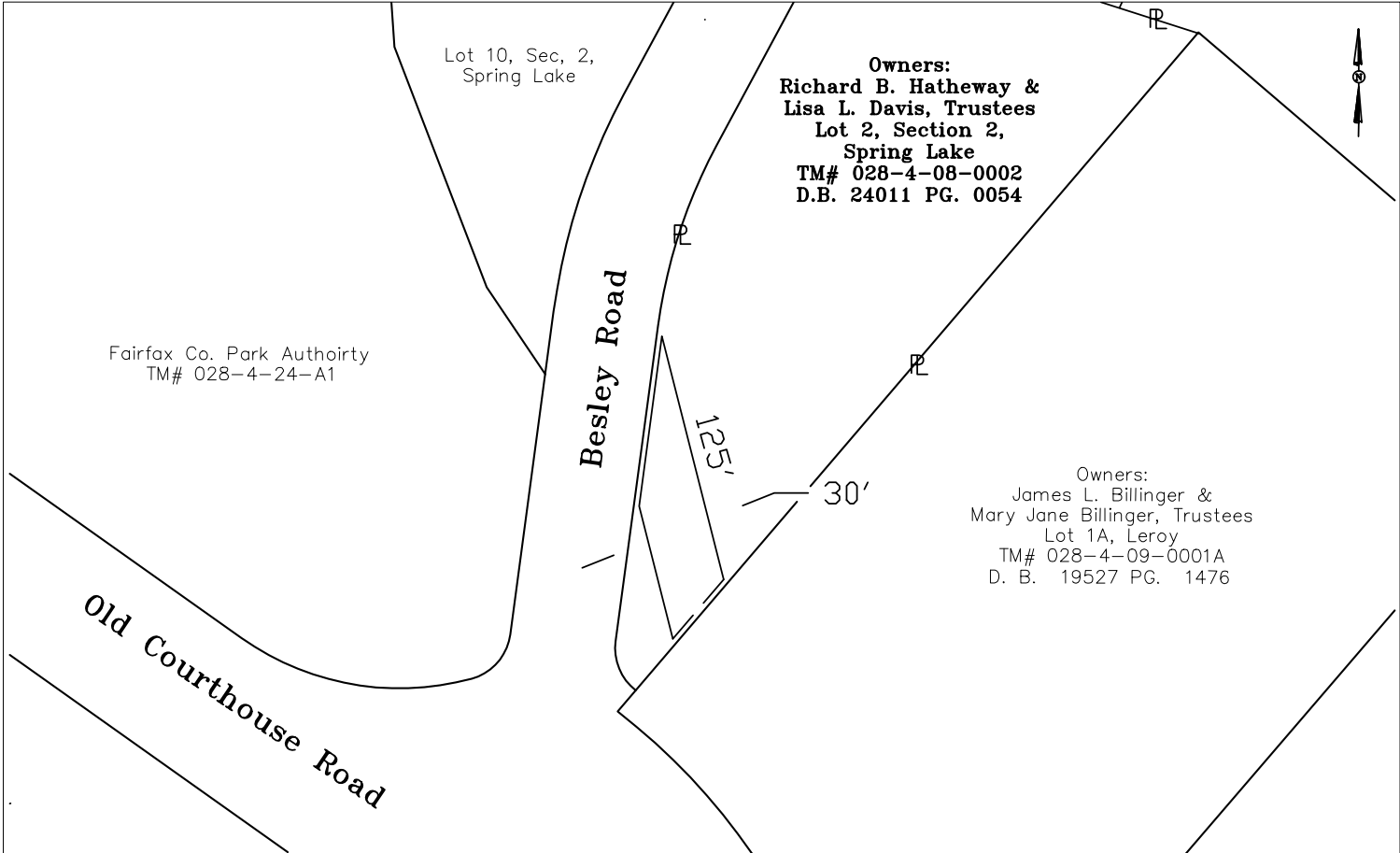
VALUE

Estimated value of interests and damages:

FIFTY-TWO THOUSAND SEVEN HUNDRED AND TWENTY-FOUR DOLLARS
(\$52,724.00)



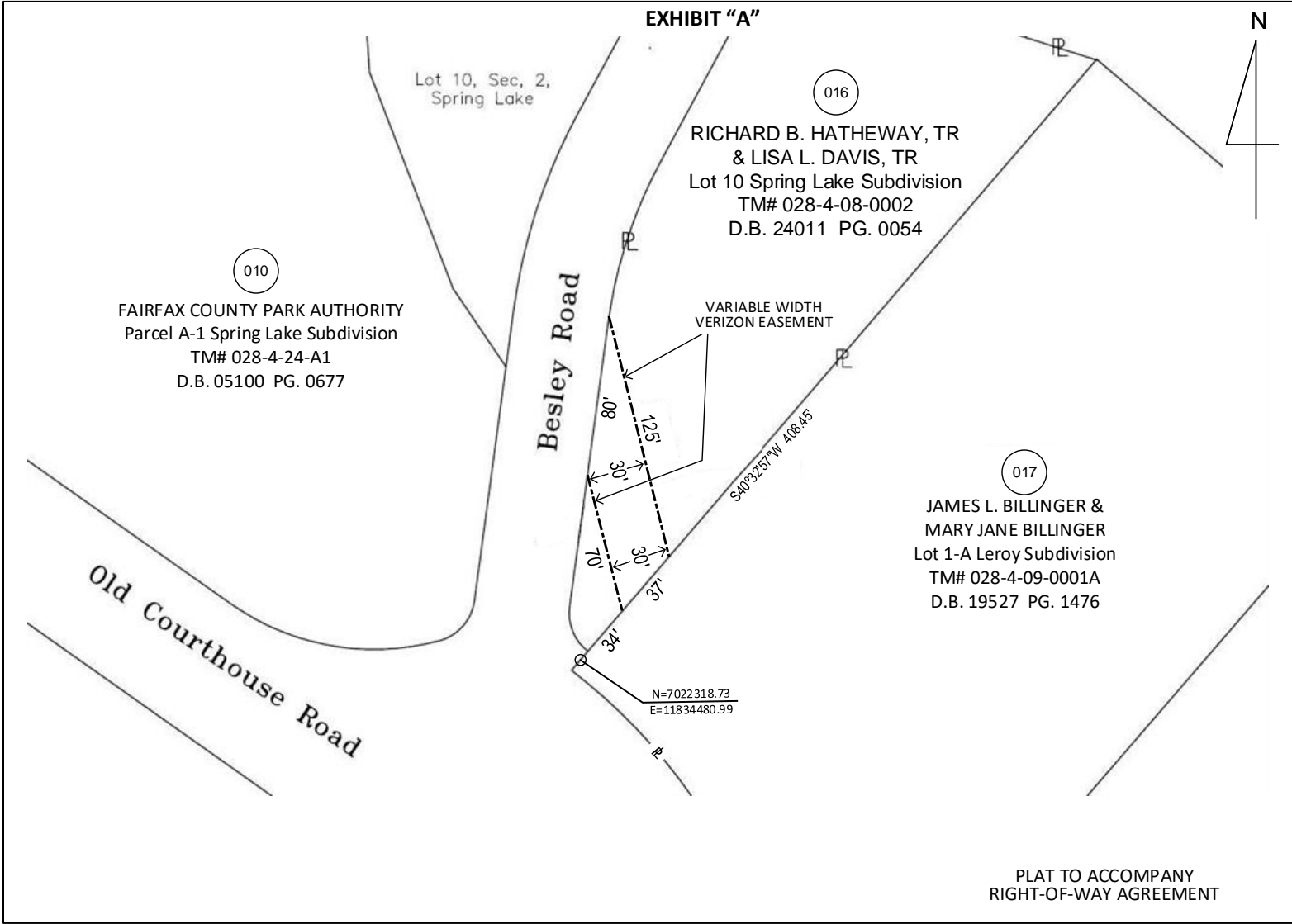
Attachment 6B



LEGEND Location of Boundary Lines of Right-of-Way in Width. Indicates Property Line is Right-of-Way Boundary in Width.	District HERNDON	Scale NTS	
	District-Township-Borough HUNTER MILL	County-City FAIRFAX COUNTY	State VA
	Office N/W REGION	Plat Number 40-20-0056	
	Work Request Number 10297067	Grid Number C0520	
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia			OH/UG OWNER INITIALS _____ Page 1 of 1
DATE: November 6th, 2020		BY: JAMES W. WEST	

Attachment 6C

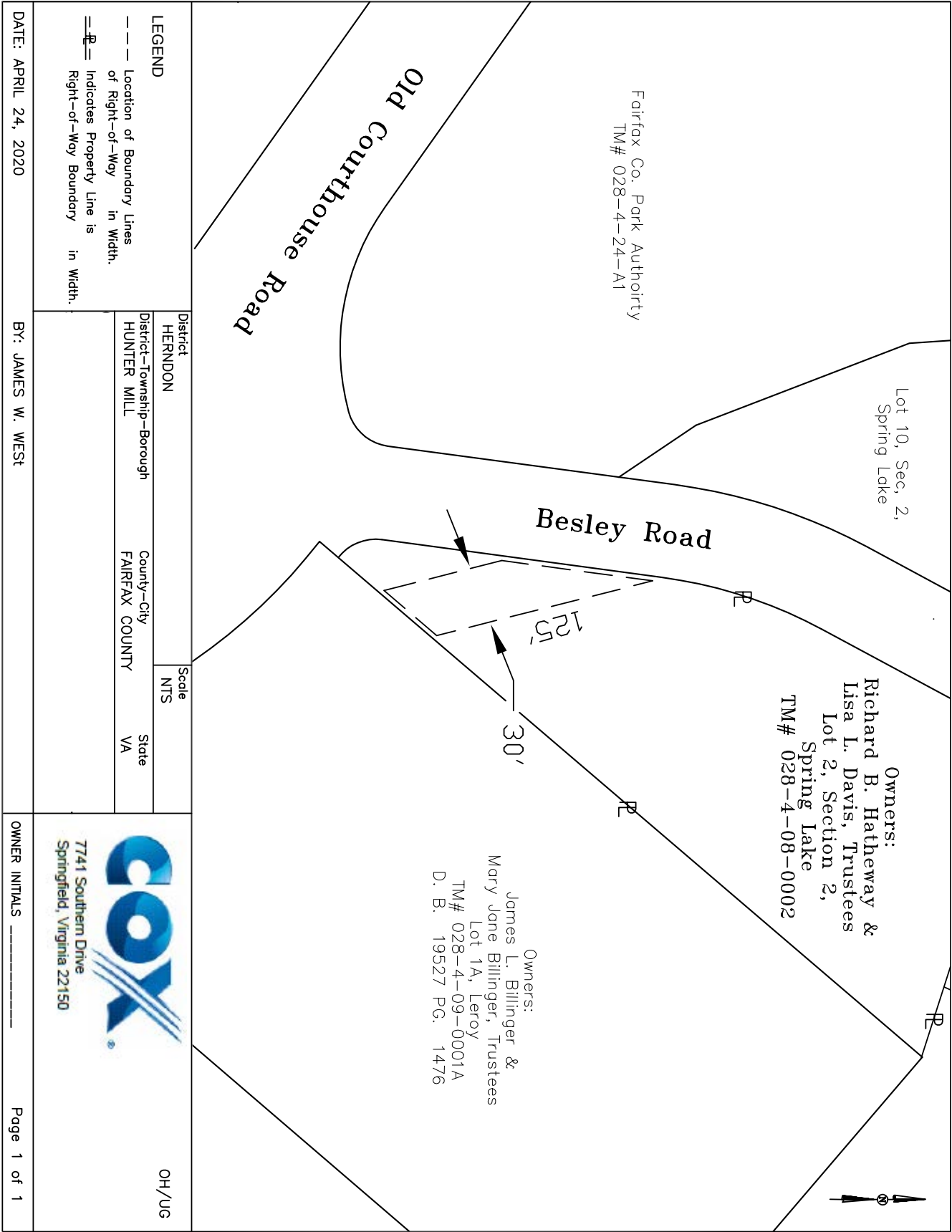
EXHIBIT "A"



VERIZON VIRGINIA LLC RIGHT-OF-WAY EXHIBIT "A"				
— P —		DENOTES P AND/OR PROW		
- - - - -		DENOTES LIMITS OF EASEMENT		
EA: JULIO HERNANDEZ PHONE NO.: 703-328-9007				
OWNER / GRANTOR: RICHARD B HATHEWAY, TR & LISA L. DAVIS, TR 1723 BESLEY RD VIENNA, VA 22182				
SITE PLAN REFERENCE: Parcel 016 1723 Besley Rd				
CONTACT NAME: Michael Maisel				
CONTACT TELEPHONE: 703-877-5821				
CENTRAL OFFICE: Vienna				
CITY / COUNTY: Fairfax County				
TAX MAP # / RPC 0284 08 0002				
MAGISTERIAL DISTRICT: Hunter Mill				
NVSM	SHEET	E-W	N-S	PG. 4
	24	B	6	OF 4
FILE NO. PAOHBC 2020-0214				

PLAT TO ACCOMPANY
RIGHT-OF-WAY AGREEMENT

Attachment 6D



AFFECTED PROPERTY

Tax Map Number: 0284-09-0001A

Street Address: 9144 Old Courthouse Road, Vienna, Virginia 22182

OWNER: Mary Jane Billinger, Trustee under the Billinger Family
Trust Dated August 16, 2007

INTERESTS REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes – 203 sq. ft.

Storm Drainage Easement – 1,924 sq. ft.

Grading Agreement and Temporary Construction Easement – 4,446 sq. ft.

Dominion Energy Easement – 6,551 sq. ft.

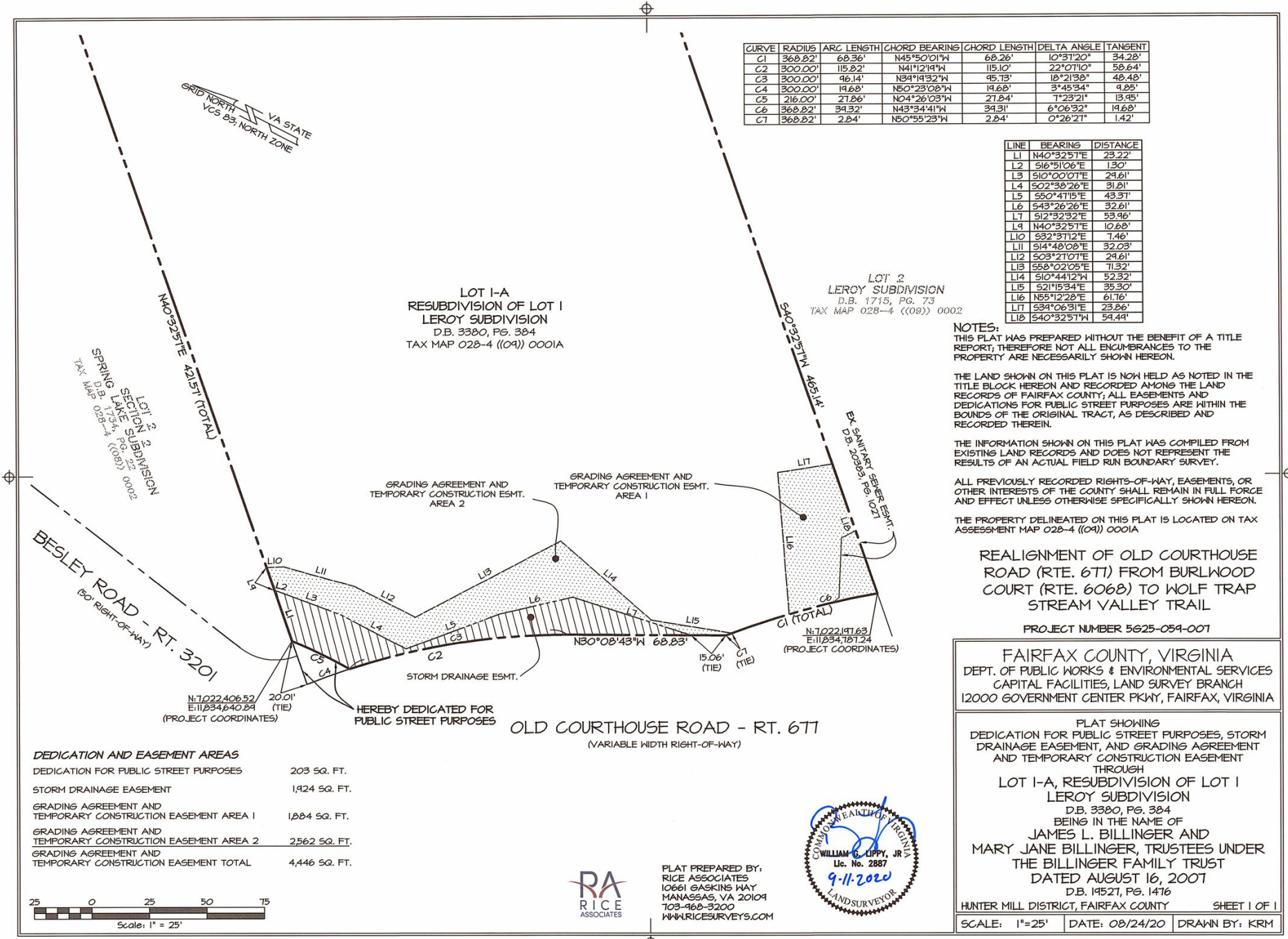
Verizon Easement – 6,551 sq. ft.

Cox Communication Easement – 6,551 sq. ft.

VALUE

Estimated value of interests and damages:

FIFTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$59,200.00)



CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	368.82'	68.36'	N45°50'01"W	68.26'	10°31'20"	34.28'
C2	300.00'	115.82'	N41°12'14"W	115.10'	22°07'10"	58.64'
C3	300.00'	46.14'	N84°14'52"W	45.73'	18°21'30"	48.48'
C4	300.00'	19.68'	N50°23'08"W	19.68'	3°45'34"	18.85'
C5	216.00'	21.86'	N04°26'03"W	21.84'	1°23'21"	13.95'
C6	368.82'	34.32'	N43°34'41"W	34.31'	6°06'32"	19.66'
C7	368.82'	2.84'	N50°55'23"W	2.84'	0°26'21"	1.42'

LINE	BEARING	DISTANCE
L1	N40°32'57"E	23.22'
L2	S16°51'02"E	1.30'
L3	S10°00'07"E	24.61'
L4	S02°38'26"E	31.81'
L5	S50°41'15"E	43.31'
L6	S43°26'26"E	32.61'
L7	S12°32'32"E	53.96'
L8	N40°32'57"E	10.68'
L9	S32°31'12"E	7.46'
L10	S14°48'08"E	32.03'
L11	S03°21'07"E	24.61'
L12	S58°02'05"E	71.32'
L13	S10°44'12"W	52.32'
L14	S21°15'34"E	35.30'
L15	N55°12'28"E	61.76'
L16	S34°06'31"E	23.26'
L17	S40°32'57"W	54.49'

LOT I-A
RESUBDIVISION OF LOT I
LEROY SUBDIVISION
 D.B. 3380, PG. 384
 TAX MAP 028-4 ((091)) 0001A

LOT 2
LEROY SUBDIVISION
 D.B. 1715, PG. 73
 TAX MAP 028-4 ((08)) 0002

NOTES:
 THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.

THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.

ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 028-4 ((091)) 0001A

REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 677) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL

PROJECT NUMBER 5625-059-007

FAIRFAX COUNTY, VIRGINIA
 DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
 CAPITAL FACILITIES, LAND SURVEY BRANCH
 12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
 DEDICATION FOR PUBLIC STREET PURPOSES, STORM DRAINAGE EASEMENT, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH
LOT I-A, RESUBDIVISION OF LOT I
LEROY SUBDIVISION
 D.B. 3380, PG. 384
 BEING IN THE NAME OF
JAMES L. BILLINGER AND
MARY JANE BILLINGER, TRUSTEES UNDER
THE BILLINGER FAMILY TRUST
 DATED AUGUST 16, 2007
 D.B. 14521, PG. 1476
 HUNTER MILL DISTRICT, FAIRFAX COUNTY

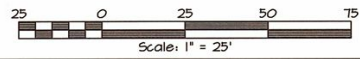
SHEET 1 OF 1
 SCALE: 1"=25' DATE: 08/24/20 DRAWN BY: KRM



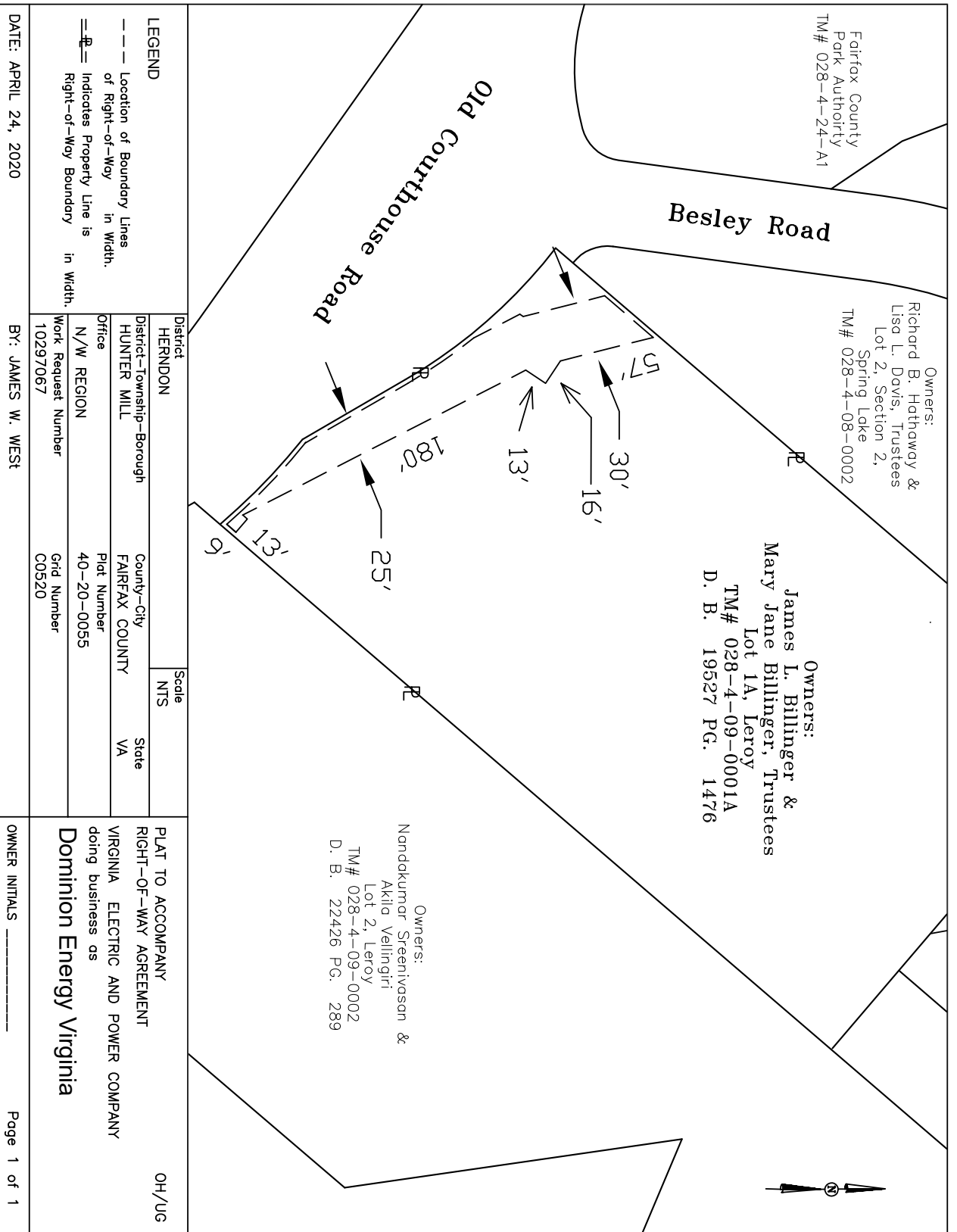
PLAT PREPARED BY:
RICE ASSOCIATES
 10661 GASKINS WAY
 MANASSAS, VA 20109
 703-460-3200
 WWW.RICESURVEYS.COM

DEDICATION AND EASEMENT AREAS

DEDICATION FOR PUBLIC STREET PURPOSES	203 SQ. FT.
STORM DRAINAGE EASEMENT	1,424 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AREA 1	1,884 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AREA 2	2,562 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT TOTAL	4,446 SQ. FT.



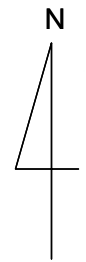
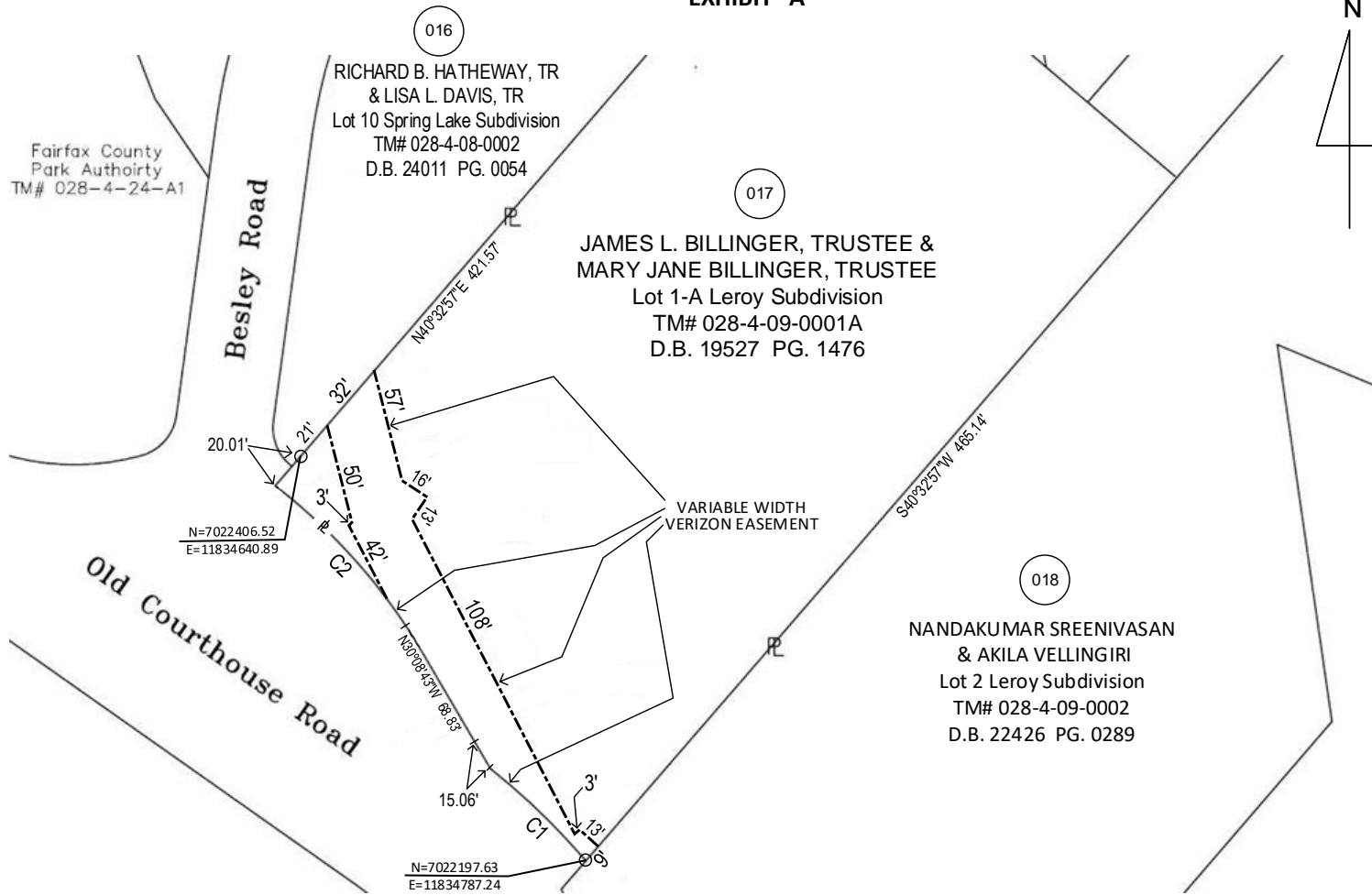
Attachment 7B



LEGEND --- Location of Boundary Lines of Right-of-Way in Width. - - - Indicates Property Line in Width. = = = Right-of-Way Boundary in Width.	
District HERNDON District-Township-Borough HUNTER MILL Office N/W REGION Work Request Number 10297067	County-City FAIRFAX COUNTY Plat Number 40-20-0055 Grid Number C0520
Scale NTS	State VA
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia	
DATE: APRIL 24, 2020 BY: JAMES W. WEST	OWNER INITIALS _____ Page 1 of 1

Attachment 7C

EXHIBIT "A"

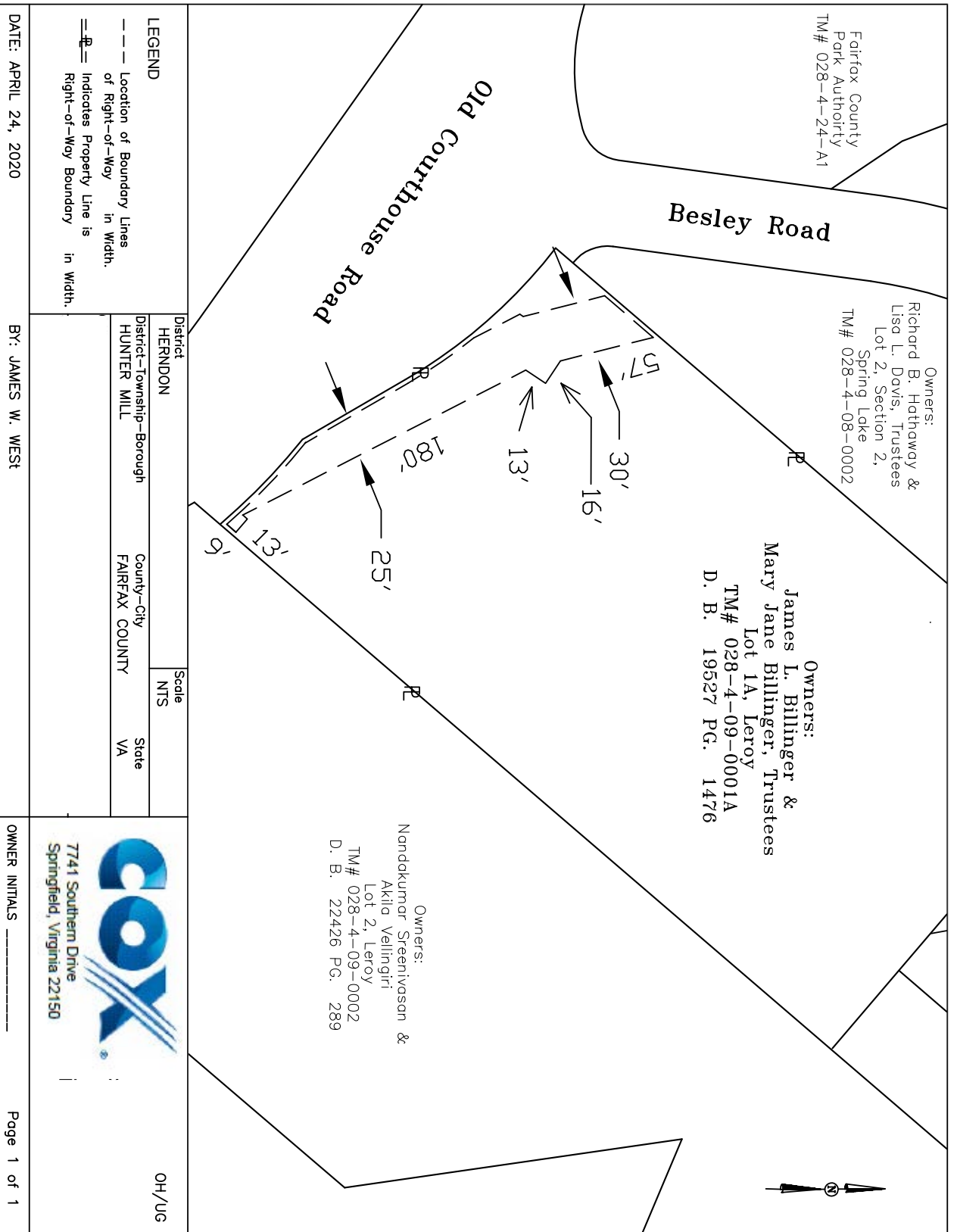


VERIZON VIRGINIA LLC RIGHT-OF-WAY EXHIBIT "A"			
— P —		DENOTES P AND/OR PROW	
- - - - -		DENOTES LIMITS OF EASEMENT	
EA: JULIO HERNANDEZ			
PHONE NO.: 703-328-9007			
OWNER / GRANTOR: JAMES L. BILLINGER, TR & MARY JANE BILLINGER, TR 9144 OLD COURTHOUSE RD VIENNA, VA 22182			
SITE PLAN REFERENCE: Parcel 017 9144 Old Courthouse Rd			
CONTACT NAME: Michael Maisel			
CONTACT TELEPHONE: 703-877-5821			
CENTRAL OFFICE: Vienna			
CITY / COUNTY: Fairfax County			
TAX MAP # / RPC 0284 09 0001A			
MAGISTERIAL DISTRICT: Hunter Mill			
NVSM	SHEET	E-W	N-S
	24	B	6
			PG. 4
			OF 4
FILE NO. PAOHBC 2020-0215			

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE	TANGENT
C1	368.82'	68.36'	N45°50'01"W	68.26'	10°31'20"	34.28'
C2	300.00'	115.82'	N41°12'19"W	115.10'	22°07'10"	58.64'

PLAT TO ACCOMPANY
RIGHT-OF-WAY AGREEMENT

Attachment 7D



DATE: APRIL 24, 2020

BY: JAMES W. WEST

OWNER INITIALS _____

Page 1 of 1



OH/UG

AFFECTED PROPERTY

Tax Map Number: 0284-09-0002

Street Address: 9134 Old Courthouse Road, Vienna, Virginia 22182

OWNER: Nandakumar Sreenivasan
Akila Vellingiri

INTERESTS REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement – 5,712 sq. ft.

Dominion Energy Easement – 3,160 sq. ft.

Verizon Easement – 3,160 sq. ft.

Cox Communication Easement – 3,160 sq. ft.

VALUE

Estimated value of interests and damages:

TWENTY THOUSAND FIVE HUNDRED AND FIFTY-NINE DOLLARS
(\$20,559.00)

GRID NORTH
VCS 83, NORTH ZONE
VA STATE

LINE	BEARING	DISTANCE
L1	N40°32'57"E	74.54'
L2	S35°02'30"E	56.83'
L3	S24°00'11"W	48.66'
L4	N30°08'43"W	88.04'

PART OF ORIGINAL LOT 1
C.C. DYER ESTATE
D.B. 1158, PG. 182
TAX MAP 028-4 ((01)) 0006

LOT 2
LEROY SUBDIVISION
D.B. 1716, PG. 73
TAX MAP 028-4 ((04)) 0002

NOTES:
THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.

THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.

THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.

ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.

THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 028-4 ((04)) 0002

REALIGNMENT OF OLD COURTHOUSE ROAD (RTE. 671) FROM BURLWOOD COURT (RTE. 6068) TO WOLF TRAP STREAM VALLEY TRAIL

PROJECT NUMBER 5625-059-007

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

PLAT SHOWING
GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT
THROUGH
LOT 2
LEROY SUBDIVISION
D.B. 1716, PG. 73
BEING IN THE NAME OF
NANDAKUMAR GREENIVASAN
AND AKILA VELLINGIRI
D.B. 22426, PG. 289

HUNTER MILL DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
SCALE: 1"=25' DATE: 08/24/20 DRAWN BY: KRM

LOT 1--A
RESUBDIVISION OF LOT 1
LEROY SUBDIVISION
D.B. 3380, PG. 384
TAX MAP 028-4 ((09)) 0001A

270' +/- N:7,022,182.76
TO BESLEY RD. E:11,834,714.52
RT.# 3201 (PROJECT COORDINATES)

GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION ESMT.

EX. 15' SANITARY SEWER ESMT.
D.B. 19209, PG. 1319

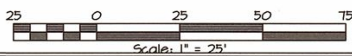
EX. RESERVATION FOR
PUBLIC STREET USE
D.B. 1716, PG. 73

N:7,021,959.00
E:11,834,904.47
(PROJECT COORDINATES)

OLD COURTHOUSE ROAD - RT. 671
(VARIABLE WIDTH RIGHT-OF-WAY)

EASEMENT AREA

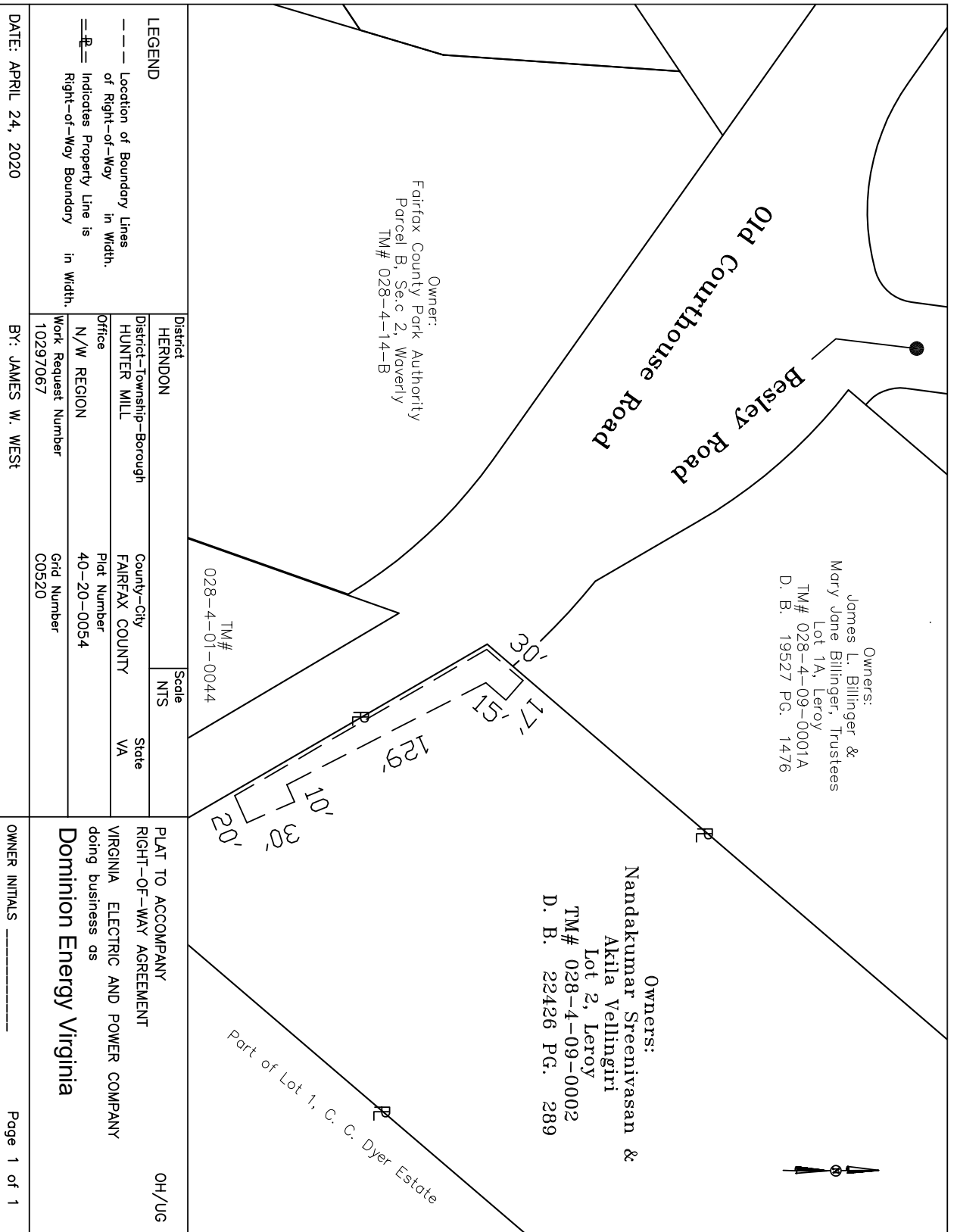
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT 5,712 SQ. FT.



PLAT PREPARED BY:
RICE ASSOCIATES
10661 GASKINS WAY
MANASSAS, VA 20109
703-468-3200
WWW.RICESURVEYS.COM

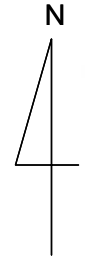
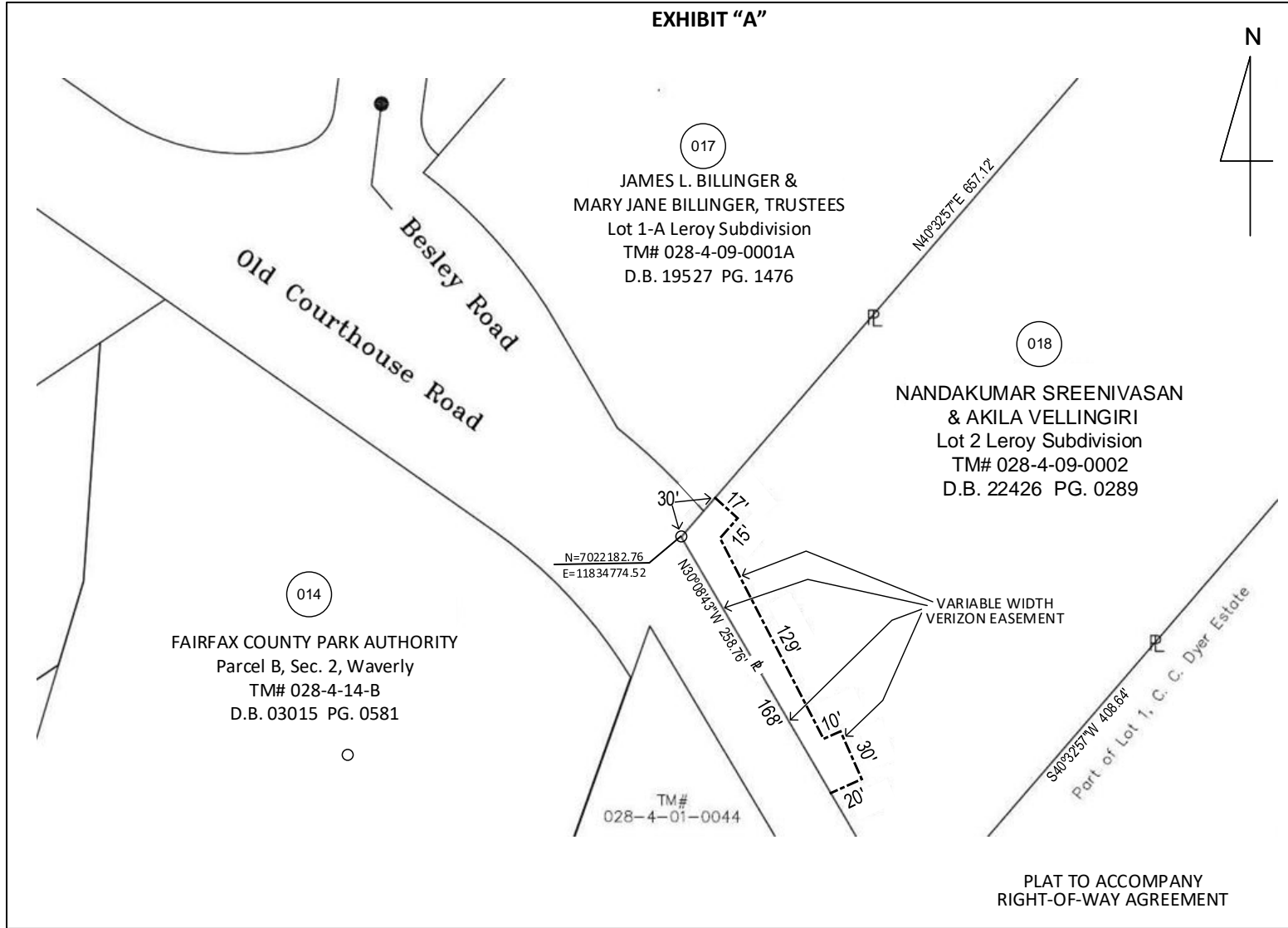


Attachment 8B



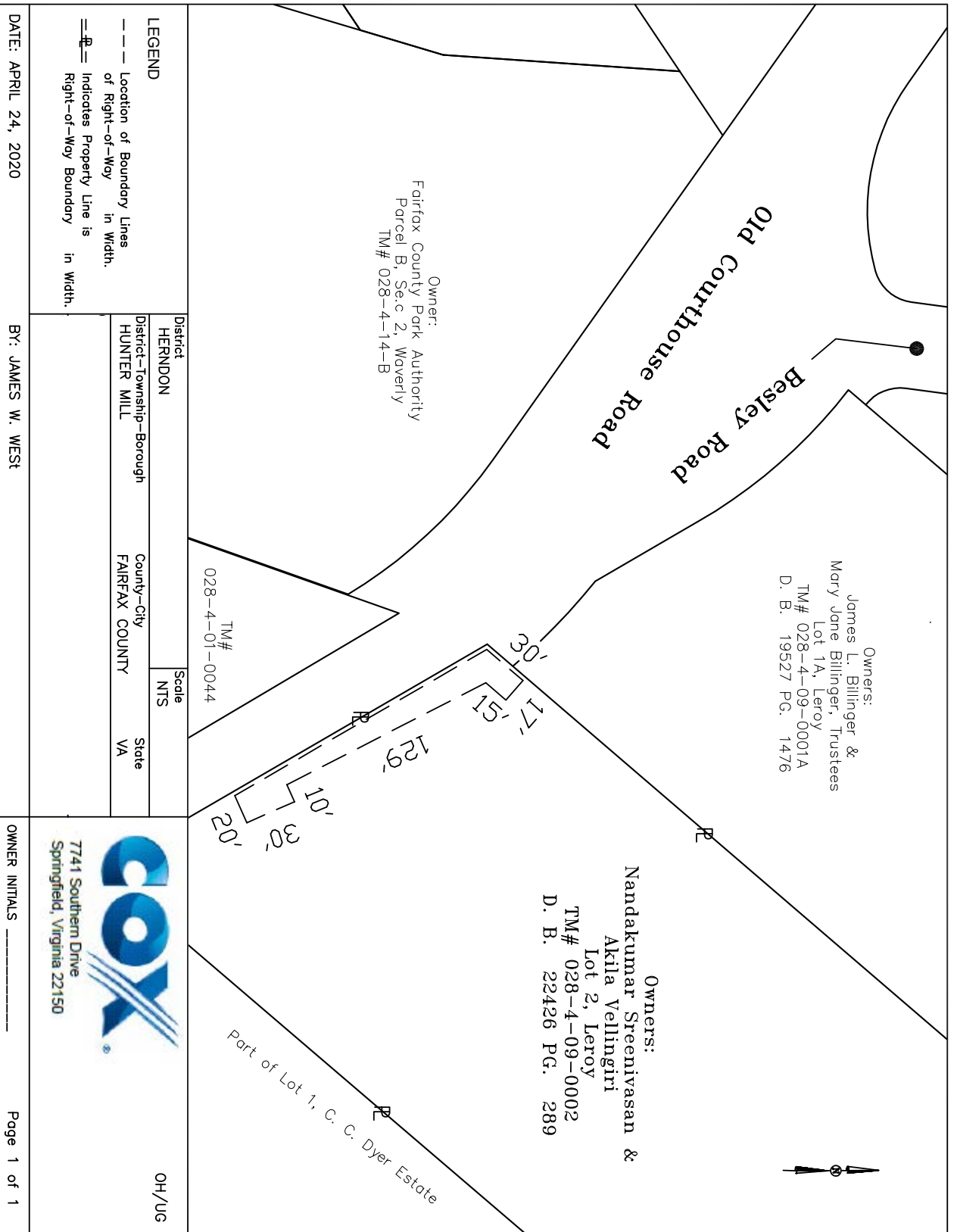
Attachment 8C


EXHIBIT "A"



VERIZON VIRGINIA LLC RIGHT-OF-WAY EXHIBIT "A"				
— P —		DENOTES P AND/OR PROW		
- - - - -		DENOTES LIMITS OF EASEMENT		
EA: JULIO HERNANDEZ PHONE NO.: 703-328-9007				
OWNER / GRANTOR: NANDAKUMAR SREENIVASAN & AKILA VELLINGIRI 9134 OLD COURTHOUSE RD VIENNA, VA 22182				
SITE PLAN REFERENCE: Parcel 018 9134 Old Courthouse Rd				
CONTACT NAME: Michael Maisel				
CONTACT TELEPHONE: 703-877-5821				
CENTRAL OFFICE: Vienna				
CITY / COUNTY: Fairfax County				
TAX MAP # / RPC 0284 09 0002				
MAGISTERIAL DISTRICT: Hunter Mill				
NVSM	SHEET	E-W	N-S	PG. 4
	24	B	6	OF 4
FILE NO. PAOHBC 2020-0216				

Attachment 8D



LEGEND - - - - Location of Boundary Lines of Right-of-Way in Width. = = = = Indicates Property Line is Right-of-Way Boundary in Width.	District HERNDON	Scale NTS	 7741 Southern Drive Springfield, Virginia 22150	OH/UG
	District-Township-Borough HUNTER MILL	County-City FAIRFAX COUNTY		

DATE: APRIL 24, 2020 BY: JAMES W. WEST OWNER INITIALS _____ Page 1 of 1

Board Agenda Item
November 9, 2021

4:30 p.m.

Public Hearing on a Proposal to Vacate a Portion of Ivy Lane / Route 1055 (Providence District)

ISSUE:

Public hearing on a proposal to vacate a portion of Ivy Lane / Route 1055.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached ordinance (Attachment III) for vacation of the subject right-of-way.

TIMING:

On October 5, 2021, the Board authorized the public hearing to consider the proposed vacation for November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, Walsh, Colucci, Lubeley & Walsh, PC, on behalf of their clients, Jeff Smeraglinolo and Katherine Callaway, is requesting that a portion of Ivy Lane be vacated under §15.2-2272(2) of the Virginia Code. The applicant is seeking this request to allow for the use of the vacated area as open space for their redeveloped home. The vacation area runs along the western side of the applicant's property and an adjacent property identified by Tax Map #047-2-03-0517, owned by J. Troy Swackhammer and Rowshanak Heydarian. The owners of the adjacent property have agreed to forego their right, title, and interest in the vacation area and to quitclaim their entire interest to the applicant.

The subject portion of Ivy Lane, at the southwest side of the intersection of Hill Road, is currently unconstructed. The subject portion of Ivy Lane was dedicated for public street purposes by virtue of that certain Deed of Vacation, Rededication, Correction and Release recorded in Deed Book 746 at Page 460. This unconstructed portion of Ivy Lane does not and would not provide vehicular connection between Hill Road and Ivy Lane.

Traffic Circulation and Access

The vacation will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Board Agenda Item
November 9, 2021

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter
Attachment II: Notice of Intent to Vacate
Attachment III: Ordinance of Vacation
Attachment IV: Metes and Bounds Description
Attachment V: Vacation Plat
Attachment VI: Deed of Restrictive Covenant
Attachment VII: Vicinity Map

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division
Greg Fuller, Chief, FCDOT-Site Analysis Section (SAS)
Michelle Guthrie, FCDOT-SAS
Jeffrey Edmondson, FCDOT-SAS
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

Pamela K. Peltó, Assistant County Attorney



**WALSH COLUCCI
LUBELEY & WALSH PC**

H. Mark Goetzman
Phone: 703.528.4700 x5452
Fax: 703.528.6050
mgoetzman@thelandlawyers.com

November 9, 2020

**BY FEDERAL EXPRESS, FOR OVERNIGHT DELIVERY
AND ELECTRONIC MAIL**

Michelle Guthrie and Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Rd, Ste 400
Fairfax, VA 22033-2895

**Re: Request for Proposed Vacation of a Portion of Ivy Lane, Providence
District, Fairfax County, Virginia**

Dear Michelle and Jeffrey:

This letter constitutes a request and statement of justification to vacate a portion of Ivy Lane, Fairfax County, Virginia. The portion of Ivy Lane to be vacated is located in the Providence Magisterial District (hereinafter referred to as the "Vacation Area"). This request is made on behalf of Jeffrey Smeraglinolo and Katherine Callaway (the "Applicant"), owners of Tax Map #047-2-03-0518 (the "Property"), which is adjacent to the Vacation Area.

The Vacation Area to be vacated is shown on the enclosed plat entitled "Vacation Plat on a Portion of Ivy Lane" prepared by Remy G. DuCote, Land Surveyor, dated August 17, 2020.

To offer some background, the Vacation Area was dedicated for public street purposes, by virtue of that certain Deed of Vacation, Rededication, Correction and Release recorded in Deed Book 746 at Page 460, among the land records of Fairfax County, Virginia. The Vacation Area consists of an unimproved portion of Ivy Lane that now dead ends at the rear boundary of a residential lot located in a subsequently developed subdivision. The Applicant plans to construct a new home on the Property and desires to use the Vacation Area as open space. The Vacation Area runs along the western side of the Property, between the Property and an adjacent Lot identified by Tax Map #047-2-03-0517, owned by J. Troy Swackhammer and Rowshanak Heydarian (the "Adjacent Property"). The Owners of the Adjacent Property have agreed to give up their right, title and interest in the Vacation Area and to quitclaim their entire interest to the Applicant.

The vacation of the Vacation Area is requested pursuant to Section 15.2-2006 of the Virginia Code. If at all possible, the Applicant requests that this application be handled administratively pursuant to Virginia Code Section 15.2-2272(1), or any other applicable Code section(s). Upon confirmation that an administrative process is acceptable, we will submit a deed of vacation for review and approval of the County Attorney's Office.

The total area to be vacated and abandoned is 18,820 square feet.

ATTORNEYS AT LAW

703 528 4700 ■ WWW.THELANDLAWYERS.COM
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

LOUDBURN 703 737 3633 ■ WOODBRIDGE 703 680 4664

{A0939776.DOC / 1 Justification Letter 011664 000002}

ATTACHMENT I

November 9, 2020
Page 2

To facilitate your review of this matter, we have enclosed the following: (1) full size vacation plat (18 copies), (2) metes and bounds legal description, (3) combined notice of intent to adopt an ordinance of vacation and (4) proposed ordinance of vacation.

I request your review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

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


H. Mark Goetzman

Enclosures

cc: Jeffrey Smeraglinolo, jsmeragl@gmail.com
Pamela Pelto, Pamela.Pelto@fairfaxcounty.gov
Susan L. Truskey, struskey@thelandlawyers.com

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

(Ivy Lane – Route 1055)

Providence District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 9, 2021, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat recorded in Deed Book 746, at Page 460, on which is shown Ivy Lane. The unimproved public right-of-way is located adjacent to Tax Map #047-2-03-0518 and Tax Map #047-2-03-0517 and is described and shown on the metes and bounds schedule and on the plat dated July 21, 2021, each prepared by Remy G. DuCote, Land Surveyor, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

PROVIDENCE DISTRICT.

§ 15.2-2272(2)

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

(Ivy Lane – Route 1055)

Providence District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat Showing Street Dedication of Ivy Lane, recorded in Deed Book 746 at Page 460, on which is shown Ivy Lane, comprising a total area of 18,820 square feet, located adjacent to Tax Map 047-2-03-0518 and Tax Map 047-2-03-0517, and described and shown on the metes and bounds schedule and on the plat dated July 21, 2021, each prepared by Remy G. DuCote, Land Surveyor, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)

METES AND BOUNDS
 ON A PORTION OF THE RIGHT OF WAY FOR
IVY LANE
 (UNIMPROVED ROAD)
 AS SHOWN ON
 CORRECTION AND RESUBDIVISION OF
OAKCREST
 DEED BOOK 746 PAGE 460
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA

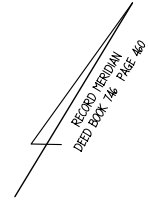
Beginning at a common point along the southwesterly right of way line of Hill Road, Route 1053, a 50 foot right of way and the northerly right of way line of Ivy Lane, Route 1055, a 50 foot right of way and also being a point in the southeasterly line of Oakcrest Block 1 Lot 518. Thence with the southwesterly right of way line of Hill Road and thru the right of way of Ivy Lane S 31°14'48" E 102.30 feet to a point being a northeasterly corner of Oakcrest Block 2 Lot 517. Thence departing the right of way of Hill Road and with the southerly right of way line of Ivy Lane, being the common line along the northerly line of Oakcrest Block 2 Lot 517, the following course and distances:

along the arc to the left of a 25 foot radius, 44.26 feet, having a chord bearing and distance of
 N 81°57'50" W 38.70 feet to a point,
 along the arc to the right of a 825.00 foot radius, 164.65 feet, having a chord bearing and distance of
 S 53°02'11" W 164.36 feet to a point,
 S 58°45'12" W 175.38 feet to a point along the northeasterly line of Wyant Property Lot 2.

Thence departing the northerly line of Oakcrest Block 2 Lot 517 and with the northeasterly line of Wyant Property Lot 2, the northeasterly line of Wyant Property Lot 3 and the westerly right of way line of Ivy Lane N 30°39'33" W 50.00 feet to a point in the southerly corner of Oakcrest Block 1 Lot 518.

Thence departing the northeasterly line of Wyant Property Lot 3 and with the northerly right of way line of Ivy Lane, being the common line along the southerly line of Oakcrest Block 1 Lot 518, the following course and distances:

N 58°45'12" E 174.86 feet to a point
 along the arc to the left of a 775.00 foot radius, 175.61 feet, having a chord bearing and distance of
 N 52°15'42" E 175.24 feet to a point,
 along the arc to the left of a 25 foot radius, 33.60 feet, having a chord bearing and distance of
 N 07°15'42" E 31.13 feet to the point of beginning and containing 18,820 square feet of land, being the portion of the unimproved road of Ivy Lane, Route 1055, a 50 foot right of way.



TAX MAP 0482-35-0004
 NF
 EDWARD L. MURPHEE, TR.
 AND
 PATSY H. MURPHEE, TR.
 DB 1181 PG 948
 WYANT PROPERTY
 LOT 4
 DB 7473 PG 1072

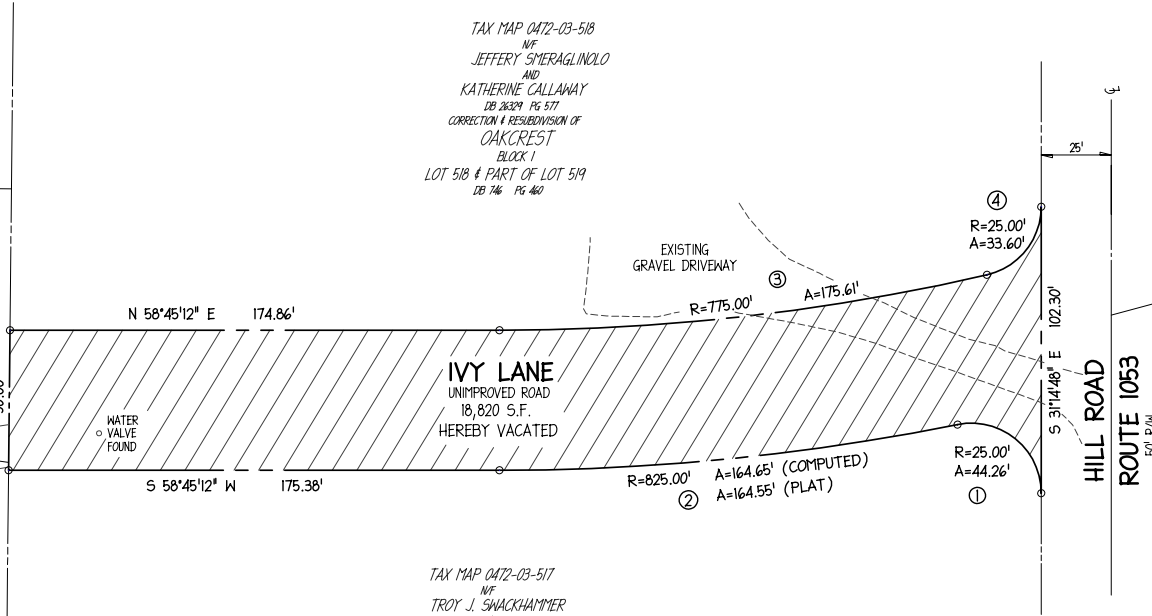
TAX MAP 0472-03-518
 NF
 JEFFERY SMERAGLINOLO
 AND
 KATHERINE CALLAWAY
 DB 26329 PG 577
 CORRECTION & RESUBDIVISION OF
 OAKCREST
 BLOCK 1
 LOT 518 & PART OF LOT 519
 DB 746 PG 460

TAX MAP 0482-35-0003
 NF
 EMILY W. SPIKER
 AND
 DAVID A. SPIKER
 DB 770 PG 1162
 WYANT PROPERTY
 LOT 3
 DB 7473 PG 1072

15' F.C.M.A.
 EASEMENT
 DB 7473 PG 1072

TAX MAP 0482-35-0002
 NF
 PRINCHAD YEN
 SABRINA YEN
 CHRISTINA YEN
 AND
 HENRY YEN
 DB 22873 PG 627
 WYANT PROPERTY
 LOT 2
 DB 7473 PG 1072

TAX MAP 0472-03-517
 NF
 TROY J. SHACKHAMMER
 AND
 ROWSHANAK HEYDARIAN
 DB 1734 PG 113
 CORRECTION & RESUBDIVISION OF
 OAKCREST
 BLOCK 2
 LOT 517 & PART OF LOT 516
 DB 746 PG 460



FINAL PLAT
 RECOMMENDED FOR APPROVAL
 FAIRFAX COUNTY
 SITE REVIEW BRANCH CHIEF
 _____ BY _____ AGENT
 DATE _____

APPROVED
 FOR
 BOARD OF SUPERVISORS
 FAIRFAX COUNTY, VIRGINIA
 _____ BY _____ AGENT
 DATE _____

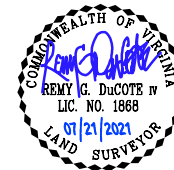
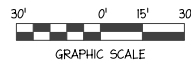
APPROVAL VOID IF PLAT IS NOT
 OFFERED FOR RECORD ON OR
 BEFORE _____

CURVE TABLE

No.	RADIUS	ARC	DELTA	TANGENT	CHORD BEARING	DISTANCE
1	25.00'	44.26'	101°26'04"	30.56'	N 81°57'50" W	38.70'
2	825.00'	164.65'	11°26'02"	82.59'	S 53°02'11" W	164.36'
3	775.00'	175.61'	12°59'00"	86.19'	N 52°15'42" E	175.24'
4	25.00'	33.60'	77°01'00"	19.89'	N 07°15'42" E	31.13'

NOTES:

- THIS SURVEY WAS PREPARED WITHOUT A TITLE REPORT. THEREFORE THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RESTRICTIONS AND ENCUMBRANCES OF RECORD.
- ACCORDING TO FLOOD INSURANCE RATE MAP FOR FAIRFAX COUNTY, VIRGINIA, COMMUNITY No. 51059C 045E, DATED SEPTEMBER 17, 2010, THIS PROPERTY LIES IN ZONE "X", "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN"
- THE POSITION OF THE EXISTING IMPROVEMENTS ON THE DESCRIBED PROPERTY HAS BEEN CAREFULLY ESTABLISHED BY A FIELD SURVEY AND UNLESS OTHERWISE SHOWN, THERE ARE NO VISIBLE ENCROACHMENTS.



VACATION PLAT
 ON A PORTION OF
IVY LANE
 AS SHOWN ON
 CORRECTION AND RESUBDIVISION OF
OAKCREST
 DEED BOOK 746 PAGE 460
 PROVIDENCE DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 DATE: JULY 21, 2021 SCALE: 1"= 30'

Remy G. DuCote
 LAND SURVEYOR
 5503 RAINWOOD DRIVE
 FREDERICKSBURG, VIRGINIA 22407
 (540) 841-4900

PREPARED BY:
Susan L. Truskey, VA Bar #: 82737
Walsh, Colucci, Lubeley & Walsh, P.C.
2200 Clarendon Blvd., Suite 1300
Arlington, Virginia 22201

Tax Map No.: 0472-03-0518

[PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT]

DEED OF RESTRICTIVE COVENANT

THIS DEED OF RESTRICTIVE COVENANT (this “Covenant”) is made this ____ day of _____, 2021, by and among **JEFFREY SMERAGLINOLO and KATHERINE CALLAWAY** (collectively, the “Owner”), GRANTOR and GRANTEE, and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, (the “County”), GRANTEE.

***** W I T N E S S E T H *****

WHEREAS, Owner is the owner of that certain property (the “Property”), having acquired said Property by virtue of an ordinance of vacation recorded prior hereto in Deed Book _____, at Page _____, among the land records of Fairfax County, Virginia (the “Land Records”) and Deed of Gift recorded prior hereto in Deed Book _____, at Page _____; and

WHEREAS, the Owner desires to establish a restrictive covenant on the Property in favor of the County that the Property shall not be used to create an additional buildable lot.

RESTRICTIVE COVENANT

NOW THEREFORE, in consideration of the premises and recitals above and the sum of One Dollar (\$1.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Owner does hereby establish the following restrictive covenant (the “Covenant”) upon the Property in favor of the County:

The Owner, on behalf of themselves, their successors and assigns, does hereby covenant to the County and agree that the Property shall not be used to create an additional buildable lot.

COVENANTS RUNNING WITH THE LAND

The parties hereto agree that the agreements and covenants stated in this Covenant is not a covenant personal to the Owner but is a real covenant which shall run with the land and shall be binding upon the owners, all successors in interest, heirs and assigns.

The Owner further covenants that they have the right to establish this covenant and this

covenant is made subject to the covenants, conditions, restrictions, rights of ways, and easements of record.

FREE CONSENT

This Covenant is made with the free consent and in accordance with the desire of the undersigned Owner, and in accordance with the statutes of Virginia and the ordinances in force in Fairfax County, Virginia

This Covenant incorporates all agreements between the parties hereto. No representations or statements have been made which would modify, add to, or change the terms of this Covenant.

This Covenant shall be construed, interpreted, and applied according to the law of the Commonwealth of Virginia.

The Recitals are hereby incorporated into this Covenant.

[SIGNATURES APPEARS ON THE FOLLOWING PAGES]

ATTACHMENT VI

WITNESS the following signatures and seals:

OWNER:

JEFFREY SMERAGLILOLO

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Jeffrey Smeraglinolo.

NOTARY PUBLIC

My Commission expires: _____
Notary Registration Number:

KATHERINE CALLAWAY

COMMONWEALTH OF VIRGINIA,
COUNTY OF ARLINGTON, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Katherine Callaway.

NOTARY PUBLIC

My Commission expires: _____
Notary Registration Number:

Executed and approved on behalf of the Board of Supervisors of Fairfax County, Virginia, by authority granted by said Board.

APPROVED AS TO FORM: Director, Land Development Service

Assistant County Attorney

By: _____
Project Manager II
Customer & Technical Support

COMMONWEALTH OF VIRGINIA:

COUNTY OF FAIRFAX: to-wit

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Kenneth R. Williams, Project Manager II, Customer & Technical Support.

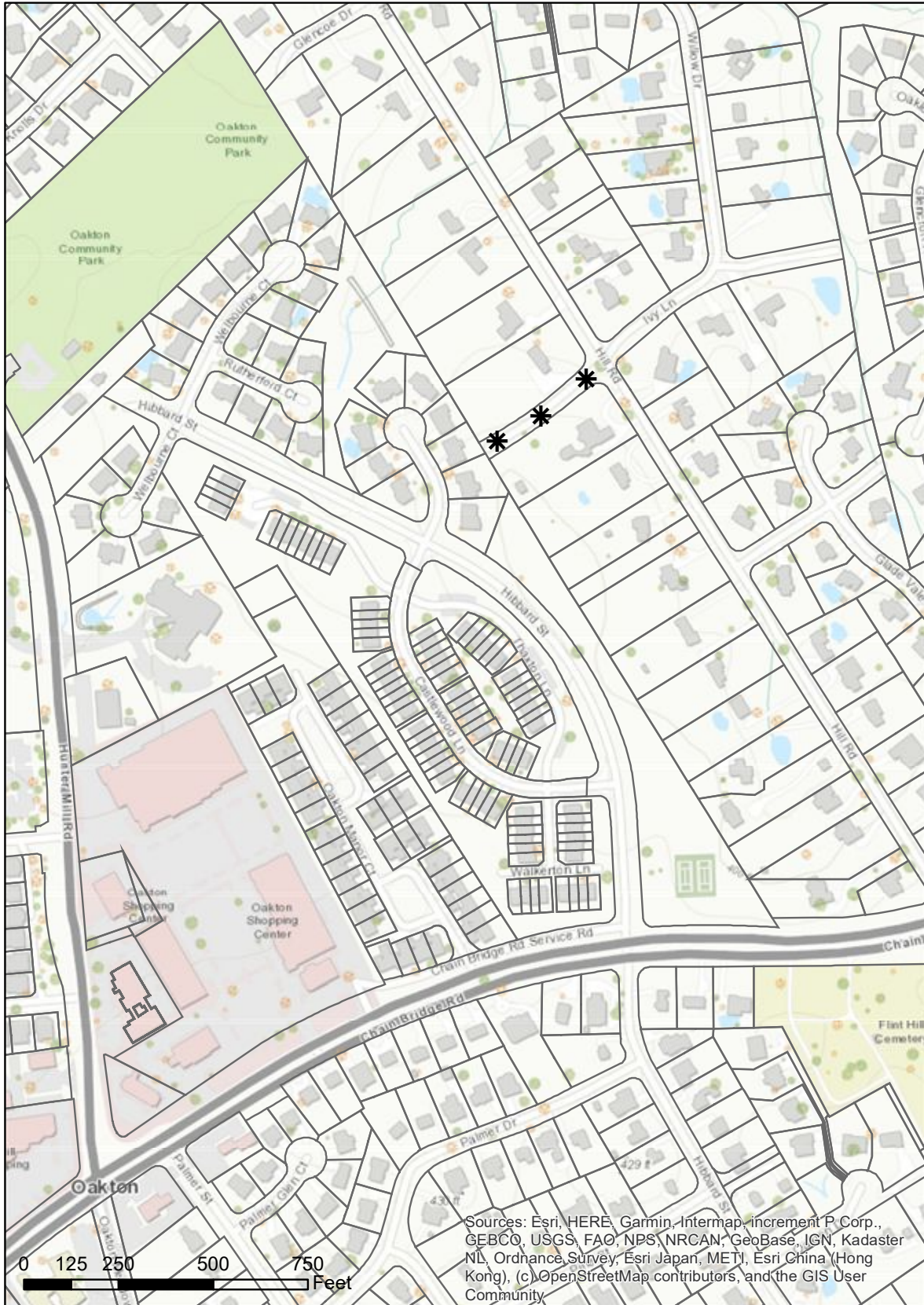
Notary Public

My Commission Expires: _____

Notary Registration No.: _____

Ivy Lane Vacation

Providence District



Tax Map 47-2

***** Denotes Area to be Vacated

Board Agenda Item
November 9, 2021

4:30 p.m.

Public Hearing on a Proposal to Vacate a Portion of Glorus Road (Sully District)

ISSUE:

Public hearing on a proposal to vacate a portion of Glorus Road.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached ordinance (Attachment III) for vacation of the subject right-of-way.

TIMING:

On October 5, 2021, the Board authorized the public hearing to consider the proposed vacation for November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, Blankingship & Keith, PC, on behalf of their client, Stonecroft Lee, LLC, is requesting that a portion of Glorus Road be vacated under §15.2-2272(2) of the Virginia Code. The applicant is seeking this request to support the consolidation and, ultimately the development of their parcels (Tax Map Nos. 33-2 ((2))-0010, 33-2 ((2))-0011, and 33-2 ((2))-011A). The parcels that abut Glorus Road not owned by the applicant are Tax Map no. 33-2 ((2))-011B (owned by Wayne P.G. Gagner and Sue F. Gagner) and Tax Map nos. 33-2 ((2))-010A, and 33-2 ((2))-010B (owned by Matan Glorus, LLC). The Matan Glorus, LLC, parcels access from Thompson Road to the south. The Gagner's property will have access to Thompson Road via a 25-foot ingress/egress easement through the vacated area.

The subject portion of Glorus Road, north of Thompson Road and south of Adkins Road, is unconstructed. The subject portion of Glorus Road was dedicated as part of the "Fairwood Estates" (Deed Book 1099, Page 404) on the plat dated July 31, 1953. The subject portion of Glorus Road is not in the VDOT Secondary System of Highways.

Traffic Circulation and Access

The vacation will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Board Agenda Item
November 9, 2021

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicated any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Justification

Attachment II: Notice of Intent to Vacate

Attachment III: Ordinance of Vacation

Attachment IV: Metes and Bounds

Attachment V: Vacation Plat

Attachment VI: Vicinity Map

Attachment VII: Ingress-Egress Easement

STAFF:

Rachel Flynn, Deputy County Executive

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

Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division

Greg Fuller, Chief, FCDOT-Site Analysis Section (SAS)

Michelle Guthrie, FCDOT-SAS

Jeffrey Edmondson, FCDOT-SAS

Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney



4020 University Drive, Suite 300
Fairfax, Virginia 22030
T: 703.691.1235
F: 703.691.3913

Gifford R. Hampshire
Writer's email: ghampshire@bklawva.com

February 11, 2021

**Via Hand Delivery and email to: Michelle.Guthrie@Fairfaxcounty.gov;
Jeffrey.Edmondson@fairfaxcounty.gov**

Michelle Guthrie
Jeffrey Edmonson
Fairfax County Department of Transportation
4050 Legato Road
Suite 400
Fairfax Virginia 22033

Re: Letter of Request and Statement of Justification to Vacate Glorus Road, Fairwood Estates, Sully District

Dear Michelle and Jeff:

As you know from our various conversations that this firm represents Stonecroft, LLC (“**Stonecroft**”) in its request to vacate Glorus Road near Stonecroft Boulevard in the Sully District. Please regard this as Stonecroft’s Letter of Request and Statement of Justification for that vacation request.

Glorus Road is a dedicated but unconstructed (“paper”) street in the Sully District. It was dedicated by deed and plat of dedication for “Fairwood Estates” dated July 31, 1953 and recorded in the Land Records of Fairfax County at Deed Book 1099, Page 404 (the “Fairwood Deed”). It is not necessary to the travelling public because it terminates to the north at Dulles International Airport property on the other side of Adkins Road, another unconstructed street that was also dedicated by the Fairwood Deed.¹ It is also not necessary for access to surrounding properties as elaborated below.

Stonecroft Lee LLC (“**Stonecroft**”), owns the properties identified as Tax Map Nos. 033-2-02-0010, 033-1-02-0011, and 034-1-02-0011A (the “**Stonecroft Properties**”). Stonecroft Tax Map Parcel 33-2-02-0010 abuts Glorus Road to the west while the Stonecroft Tax Map Parcels 033-2-02-11 and 34-1-02-0011A abut Glorus Road to the east and are adjacent to the north of

¹ A constructed road exists running parallel to Adkins Road on Dulles International Airport Property but this road is not accessible from Glorus Road to the south.



Michelle Guthrie
Jeffrey Edmondson
February 11, 2021
Page 2

property identified as Tax Map. No. 034-1-02-0011B, owned by Wayne P.G. Gagner and Sue F. Gagner (the “**Gagner Property**”). The Gagner property also abuts Glorus Road to the east.

Matan Glorus, LLC (“**Matan**”), which is agreeable to the vacation, owns Tax Map 033-2-02-0010 and 033-2-02-0010A (the “**Matan Properties**”) that abut Glorus Road to the west and are to the south of Stonecroft Tax Map Parcels 033-2-02-0010, 033-1-02-0011. The Matan properties were the subject of rezoning #RZ 20-SU-002, that was approved by the Board of Supervisors on January 26, 2021 (the “**Matan Rezoning**”). The Matan Rezoning contemplates access from Thompson Road and no access from Glorus Road. The Stonecroft properties are the subject of a rezoning application that contemplates the vacation of Glorus Road with access from Stonecroft Boulevard. Thus, both the Matan Properties and the Stonecroft Properties contemplate access other than through construction of Glorus Road. While it is possible that Glorus Road could someday be constructed to provide constructed access to the Gagner Property, Stonecroft has worked with Fairfax Department of Transportation to provide Gagner access through Tax Map Parcel 033-2-02-0012 (the “**CFS Thompson Property**”) whose owner, CFS Thompson LLC, is controlled by the same persons who control Stonecroft. The CFS Thompson Property abuts Glorus Road to the east but is accessed by Stonecroft Boulevard.

As contemplated by Virginia Code § 15.2-2272, therefore, the access of adjoining landowners will not be negatively impacted by the proposed vacation of a road that also does not provide through travel by public. Indeed, development plans for Stonecroft and Matan contemplate or are consistent with the vacation of Glorus Road, and Stonecroft has arranged for alternative access to the Gagner Property. Stonecroft submits, therefore, that the proposed vacation is appropriate and asks Staff to submit its application to the Board of Supervisors for its consideration and adoption of an ordinance pursuant to the provisions of Va. Code § 15.2-2272(1). A proposed plat of vacation and metes and bounds description of the area that would be vacated is included in this vacation request package. Both are prepared by Vika engineers and surveyors.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gifford R. Hampshire'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Gifford R. Hampshire

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

Glorus Road

Sully District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 9, 2021, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. §§ 15.2-2204, 15.2-2272, vacating a part of the plat of Fairwood Estates, recorded in Deed Book 1099, at Page 404, on which is shown Glorus Road from Thompson Road to Adkins Road, a distance of 934.21 feet. The road abuts Tax Map Nos. 33-2 ((2))-0010, 33-2 ((2))-010A, 33-2 ((2))-010B, 33-2 ((2))-0011, 33-2 ((2))-011B, and 33-2 ((2))-0012 as described and shown on the metes and bounds schedules prepared by Vika, dated December 29, 2020, and plat also prepared by Vika dated December 29, 2020, and revised through April 13, 2021, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

SULLY DISTRICT.

§ 15.2-2272(2)

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

Glorus Road

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Fairwood Estates, recorded in Deed Book 1099 at Page 404, on which is shown Glorus Road, from Thompson Road to Adkins Road, a distance of 934.21 feet, located on Tax Map Nos. 033-2-02-0010, 033-2-02-0010A, 033-2-02-0010B, 033-2-02-0011, 033-02-11B and 033-2-02-0012 as described and shown on the metes and bounds schedule prepared by Vika, dated December 29, 2020, and plat also prepared by Vika, dated December 29, 2020, and revised through April 13, 2021, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)

VIKA Virginia, LLC
8180 Greensboro Dr.
Suite 200
Tysons, VA 22102
703.442.7800
vika.com

AREA #1

DECEMBER 29, 2020

**DESCRIPTION OF
A PORTION OF
GLORUS ROAD
50' RIGHT-OF-WAY
DEED BOOK 1099 PAGE 404
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point marking the intersection of the westerly right-of-way line of said Glorus Road with the northerly right-of-way line of Thompson Road, fifty-foot (50') right-of-way as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records, said point also being the southeasterly most corner of the property of Matan Glorus Road, LLC (Parcel 10B), as recorded in Deed Book 25992 at Page 283, among the aforesaid Land Records; thence running with the said westerly right-of-way line of Glorus Road and with the easterly line of Parcel 10B

1. North 07°37'51" East, 278.84 feet to an iron pipe found, said point being the northeasterly most corner of the aforesaid Parcel 10B, and the southeasterly most corner of Parcel 10A, Property of Afshar M. Reza, as recorded in Deed Book 21616 at Page 1753; thence leaving the said westerly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:
2. South 76°00'41" East, 25.15 feet to a point on the centerline of said right-of-way; thence with said centerline
3. South 07°37'51" West, 278.85 feet to point on the aforementioned northerly right-of-way line of Thompson Road, thence running with the said northerly right-of-way line of Thompson Road
4. North 75°59'07" West, 25.16 feet to the point of beginning and containing 6,971 square feet or 0.16003 acres of land more or less.

Q:\Projects\8136\8136C\CADD\SURVEYS\LEGAL DESCRIPTIONS\8136C 12.21.2020 AREA 1.docx



VIKA Virginia, LLC
8180 Greensboro Dr.
Suite 200
Tysons, VA 22102
703.442.7800
vika.com

AREA #2

DECEMBER 29, 2020

**DESCRIPTION OF
A PORTION OF
GLORUS ROAD
50' RIGHT-OF-WAY
DEED BOOK 1099 PAGE 404
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found lying on the westerly right-of-way line of said Glorus Road, said iron pipe found also marking the common easterly corner between the property of Matan Glorus Road, LLC (Parcel 10B) as recorded in Deed Book 25992 at Page 283, and the property of Afshar M. Reza (Parcel 10A), as recorded in Deed Book 21616 at Page 1753, all among the aforesaid Land Records; thence running with the said westerly right-of-way line of Glorus Road and with the easterly line of Parcel 10A

1. North 07°37'51" East, 349.16 feet to an iron pipe found, said point being the northeasterly most corner of the aforesaid Parcel 10A, and also being the southeasterly most corner of the property of Stonecroft Lee, LLC, as recorded in Deed Book 25987 at Page 16 (Parcel 10); thence leaving the said westerly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:
2. South 89°44'05" East, 25.21 feet to a point on the centerline of said right-of-way; thence with said centerline
3. South 07°37'51" West, 355.18 feet to a point; thence leaving said centerline
4. North 76°00'41" West, 25.15 feet to the point of beginning and containing 8,804 square feet or 0.20211 acres of land more or less.

Q:\Projects\8136\8136C\CADD\SURVEYS\LEGAL DESCRIPTIONS\8136C 12.21.2020 AREA 2.docx



VIKA Virginia, LLC
8180 Greensboro Dr.
Suite 200
Tysons, VA 22102
703.442.7800
vika.com

AREA #3

DECEMBER 29, 2020

**DESCRIPTION OF
A PORTION OF
GLORUS ROAD
50' RIGHT-OF-WAY
DEED BOOK 1099 PAGE 404
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at an iron pipe found lying on the westerly right-of-way line of said Glorus Road, said iron pipe found also marking the common easterly corner between the property of Afshar M. Reza (Parcel 10A), as recorded in Deed Book 21616 at Page 1753, and the property of Stonecroft Lee LLC (Parcel 10), as recorded in Deed Book 25987 Page 16, all among the aforesaid Land Records; thence running with the said westerly right-of-way line of Glorus Road and with the easterly line of Parcel 10

1. North 07°37'51" East, 299.61 feet to a point on the southerly right-of-way line of Adkins Road, fifty-foot (50') right-of-way, as recoded in Deed Book 1099 at Page 404, said point being the northeasterly most corner of the aforesaid Parcel 10; thence leaving the said westerly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances, with said southerly right-of-way line of Adkins Road
2. North 88°59'22" East, 25.29 feet to a point on the centerline of the aforesaid Glorus Road; thence with said centerline
3. South 07°37'51" West, 300.18 feet to a point; thence leaving said centerline
4. North 89°44'05" West, 25.21 feet to the point of beginning and containing 7,497 square feet or 0.17211 acres of land more or less.

Q:\Projects\8136\8136C\CADD\SURVEYS\LEGAL DESCRIPTIONS\8136C 12.21.2020 AREA 3.docx



VIKA Virginia, LLC
8180 Greensboro Dr.
Suite 200
Tysons, VA 22102
703.442.7800
vika.com

AREA #4

DECEMBER 29, 2020

**DESCRIPTION OF
A PORTION OF
GLORUS ROAD
50' RIGHT-OF-WAY
DEED BOOK 1099 PAGE 404
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point marking the intersection of the easterly right-of-way line of said Glorus Road with the northerly right-of-way line of Thompson Road, fifty-foot (50') right-of-way, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records, said point also being the southwesterly corner of the property of CFS Thompson, LLC (Parcel 12), as recorded in Deed Book 24654 at Page 237, among the aforesaid Land Records; thence running with the said northerly right-of-way line of Thompson Road

1. North 75°59'07" West, 25.16 feet to a point on the centerline of said Glorus Road; thence leaving the said northerly line of Thompson Road and running so as to cross and include a portion of said Glorus Road the following three (3) courses and distances, with said centerline of Glorus Road
2. North 07°37'51" East, 597.82 feet to a point; thence leaving said centerline
3. South 80°59'14" East, 25.01 feet to point on the easterly right-of-way line of said Glorus Road, said point marking the westerly common corner between the property of Wayne and Sue Gagner (Parcel 11B), as recorded in Deed Book 5445 at Page 482 and the aforesaid CFS Thompson, LLC (Parcel 12); thence running with said easterly right-of-way of Glorus Road and with the westerly line of Parcel 12
4. South 07°37'51" West, 600.01 feet to the point of beginning and containing 14,973 square feet or 0.34373 acres of land more or less.

Q:\Projects\8136\8136C\CADD\SURVEYS\LEGAL DESCRIPTIONS\8136C 12.21.2020 AREA 4.docx



VIKA Virginia, LLC
8180 Greensboro Dr.
Suite 200
Tysons, VA 22102
703.442.7800
vika.com

AREA #5

DECEMBER 21, 2020

**DESCRIPTION OF
A PORTION OF
GLORUS ROAD
50' RIGHT-OF-WAY
DEED BOOK 1099 PAGE 404
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of said Glorus Road, said point marking the common westerly corner between the property of Wayne and Sue Gangner (Parcel 11B), as recorded in Deed Book 5445 at Page 482, and the property of CFS Thompson LLC (Parcel 12), as recorded in Deed Book 24654 at Page 237 all among the aforesaid Land Records; thence departing said easterly right-of-way and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:

1. North 80°59'14" West, 25.01 feet to a point on the centerline of said Glorus Road; thence with said centerline
2. North 07°37'51" East, 155.12 feet to a point; thence leaving said centerline
3. South 83°42'20" East, 25.01 feet to a point, said point being the common corner of Stonecroft Lee LLC (Parcel 11) as recorded in Deed Book 25987 at Page 16, and the aforesaid Gagner (Parcel 11B); thence running with the easterly right-of-way of said Glorus Road and with the westerly line of said Parcel 11B
4. South 07°37'51" West, 156.30 feet to the point of beginning and containing 3,893 square feet or 0.08937 acres of land more or less.



VIKA Virginia, LLC
8180 Greensboro Dr.
Suite 200
Tysons, VA 22102
703.442.7800
vika.com

AREA #6

DECEMBER 29, 2020

**DESCRIPTION OF
A PORTION OF
GLORUS ROAD
50' RIGHT-OF-WAY
DEED BOOK 1099 PAGE 404
FAIRFAX COUNTY, VIRGINIA**

Being a portion of Glorus Road, fifty-foot right-of-way, as recorded in Deed Book 1099 at Page 404, among the Land Records of Fairfax County, Virginia and being more particularly described as follows:

Beginning at a point marking the intersection of the easterly right-of-way line of said Glorus Road with the southerly right-of-way line of Adkins Road, fifty-foot (50') right-of-way, as recorded in Deed Book 1099 at Page 404, among the aforesaid Land Records, said point also being the northwesterly most corner of Stonecroft Lee, LLC (Parcel 11), as recorded in Deed Book 25987 at Page 16, among the aforesaid Land Records; thence leaving said southerly line of Adkins Road and running with the said easterly right-of-way line of Glorus Road and with the westerly line of Parcel 11

1. South 07°37'51" West, 184.49 feet to a point, said point marking the common corner to the property of the aforesaid Stonecroft Lee, LLC and Wayne and Sue Gagner (Parcel 11B), as recorded in Deed Book 5445 at Page 482; thence leaving the said easterly line of Glorus Road and running so as to cross and include a portion of Glorus Road the following three (3) courses and distances:
2. North 83°42'20" West, 25.01 feet to a point on the centerline of Glorus Road; thence with said centerline
3. North 07°37'51" East, 181.27 feet to point on the aforementioned southerly right-of-way line of Adkins Road; thence running with the said southerly right-of-way line
4. North 88°59'22" East, 25.29 feet to the point of beginning and containing 4,572 square feet or 0.10496 acres of land more or less.

Q:\Projects\8136\8136C\CADD\SURVEYS\LEGAL DESCRIPTIONS\8136C 12.21.2020 AREA 6.docx



NOTES:

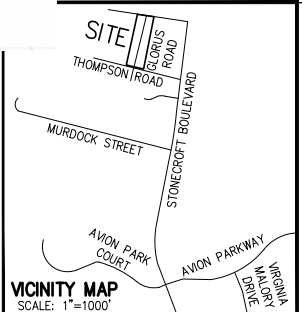
1. THE ADJACENT PROPERTIES SHOWN HEREON ARE IDENTIFIED ON FAIRFAX COUNTY TAX ASSESSMENT MAP NO. 033-2-02-0010, 033-2-02-0010A, 033-2-02-0010B, 033-2-02-0011, 033-2-02-0011B AND 033-2-02-0012 AND ARE ZONED I-5 AND I-3.
2. THE SUBJECT PROPERTIES ARE LOCATED IN ZONE "AE" (SPECIAL FLOOD HAZARD AREA) AND ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM) NUMBER 51059C0115E, COMMUNITY PANEL 115, FOR FAIRFAX COUNTY VIRGINIA, DATED SEPTEMBER 17, 2010, ZONE "X"
3. THIS PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE HORIZONTAL DATUM OF VIRGINIA STATE GRID NORTH 1983 (VCS 83)
4. THE HORIZONTAL CLOSURE AND ACCURACY OF THE SURVEY CONTROL USED TO PERFORM THIS SURVEY IS 1:125,422 WHICH EXCEEDS THE MINIMUM PRECISION OF 1:20,000 WITH THE ATTENDANT ANGULAR CLOSURE WHICH SUSTAINS THE ERROR OF CLOSURE.
5. THE BOUNDARY INFORMATION SHOWN HEREON IS A COMPILATION OF A FIELD RUN BOUNDARY SURVEY (PARCELS 10A AND 10B) PERFORMED BY VIKI VIRGINIA, LLC AND FROM INFORMATION OF RECORD DEEDS AND/OR PLATS.
6. ALL KNOWN PLOTTABLE EASEMENTS OF RECORD ARE SHOWN HEREON. ALL PREVIOUSLY RECORDED R/W, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
7. NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN THE FLOOD PLAIN EASEMENT WITHOUT THE SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
8. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICE TO BE FURNISHED TO THE PROPERTY SHOWN ON THIS PLAT SHALL COMPLY WITH THE PROVISIONS OF VIRGINIA CODE 15.2-2241(6).
9. CONSERVATION EASEMENT(S) AS SHOWN, IS/ARE FOR BMP CREDITS, AND IS A WATER QUALITY MANAGEMENT AREA; NO USE SHALL BE MADE OF, NOR SHALL ANY IMPROVEMENTS BE MADE IN, NOR SHALL ANY DISTURBANCE OCCUR IN THE CONSERVATION EASEMENT WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.
10. FLOODPLAIN AND STORM DRAINAGE EASEMENT AS SHOWN; NO USE OR IMPROVEMENTS SHALL BE MADE, WITHOUT SPECIFIC AUTHORIZATION FROM FAIRFAX COUNTY.

WETLAND NOTE:

I HEREBY CERTIFY THAT ALL WETLAND PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

SIGNATURE: _____

OWNER/DEVELOPER: MATAN GLORUS ROAD, LLC, STONECROFT LEE, LLC, CFS THOMPSON, LLC AND WAYNE P.G. AND SUE GAGNER



THE INFORMATION, DESIGN, AND CONTENT OF THESE DRAWINGS AND/OR DOCUMENTS HERETO ARE PROPRIETARY TO VIKI VIRGINIA, L.L.C. AND CONSTITUTE ITS PROPRIETARY INTELLECTUAL PROPERTY. THESE DRAWINGS AND/OR DOCUMENTS MUST NOT BE DIGITALLY FORWARDED, SHARED OR COPIED, DIGITALLY CONVERTED, MODIFIED, OR USED FOR ANY PURPOSE, IN ANY FORMAT, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM VIKI VIRGINIA, L.L.C. VIOLATIONS MAY RESULT IN PROSECUTION. ONLY APPROVED, SIGNED AND SEALED PLANS OR DRAWINGS MAY BE UTILIZED FOR CONSTRUCTION PURPOSES. © 2019 VIKI VIRGINIA, LLC

AREA TABULATION:

EXISTING GLORUS ROAD (PORTIONS VACATED)

AREA 1.....	6,971 SF	OR	0.16003 ACRES
AREA 2.....	8,804 SF	OR	0.20211 ACRES
AREA 3.....	7,497 SF	OR	0.17211 ACRES
AREA 4.....	14,973 SF	OR	0.34373 ACRES
AREA 5.....	3,893 SF	OR	0.08937 ACRES
AREA 6.....	4,572 SF	OR	0.10496 ACRES
TOTAL AREA VACATED.....	46,710 SF	OR	1.07231 ACRES

SURVEYOR'S CERTIFICATE:

I, FRANKLIN E. JENKINS, A LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT OF RIGHT-OF-WAY VACATION AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT THE LAND EMBRACED BY THIS PLAT OF RIGHT-OF-WAY VACATION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 (VCS '83), SEE NOTE 3.

FRANKLIN E. JENKINS
LICENSED LAND SURVEYOR
VIRGINIA # 2061



DATED _____

APPROVED COUNTY OF FAIRFAX LAND DEVELOPMENT SERVICES ADDRESSING REVIEW BY _____ DATE _____ ADDRESSING REVIEWER	
FINAL PLAT RECOMMENDED FOR APPROVAL FAIRFAX COUNTY LAND DEVELOPMENT SERVICES ALL STREET LOCATIONS AND/OR EASEMENTS CONFORM TO THE REQUIREMENTS OF THIS OFFICE THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER. BY _____ DATE _____ Director, Site Development and Inspection Division or Agent	
APPROVED FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA BY _____ DATE _____ Director, Land Development Services or Agent	
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____	

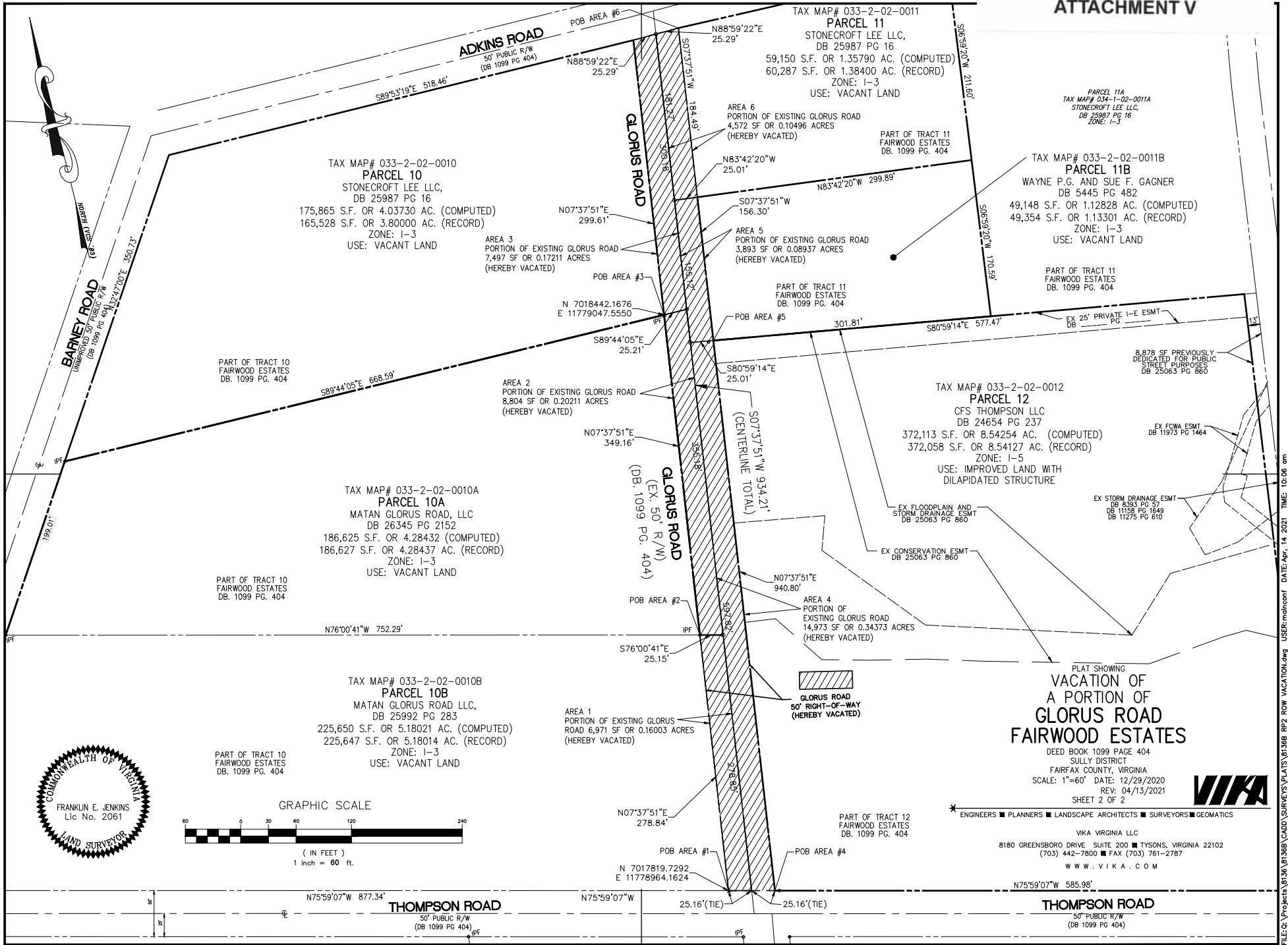
PLAT SHOWING
 VACATION OF
 A PORTION OF
GLORUS ROAD
FAIRWOOD ESTATES
 DEED BOOK 1099 PAGE 404
 SULLY DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: AS SHOWN DATE: 12/29/2020
 REV: 04/13/2021
 SHEET 1 OF 2



ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GEOMATICS

VIKI VIRGINIA LLC
 8180 GREENSBORO DRIVE SUITE 200 ■ TYSONS, VIRGINIA 22102
 (703) 442-7800 ■ FAX (703) 761-2787
 WWW.VIKI.COM

FILE: G:\Projects\0136\01366\CADD\SURVEYS\PLATS\01366 RP2 ROW VACATION.dwg USER: mactearf DATE: Apr. 13 2021 TIME: 08:51 am 7137-RP- 7137-SF-002 RECORDING: PG 08



Glorus Road Vacation

Sully District



Tax Map 33-2
* Denotes Area to be Vacated

THIS DEED OF EASEMENT is made this _____ day of _____, _____, by and between CFS THOMPSON, LLC, a Virginia limited liability company (Grantor or Party of the First Part), MATAN GLORUS ROAD, LLC (Grantor or Party of the Second Part), WAYNE P. GAGNER and SUE F. GAGNER (Grantee, Party of the Third Part, or Gagner Property) and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, its successors and assigns (Grantee, County or Party of the Fourth Part).

WITNESSETH:

WHEREAS, Party of the First Part is the owner of certain property by virtue of a vacation ordinance recorded at Deed Book _____, Page _____, among the land records of Fairfax County (“Vacation Ordinance”), as further depicted as one-half of the area of “Glorus Road Vacation” as bisected by “Property Line=318.96” both as shown on that plat dated December 29, 2020 revised through September 14, 2021 and entitled “Plat Showing 15’ Storm Sewer Easement, 100 Year Flood Plain and 25’ Ingress/Egress Easement, Fairwood Estates” and prepared by Vika Virginia, LLC and incorporated herein (“Plat”); and

WHEREAS, Party of the Second Part is the owner of certain property by virtue of the Vacation Ordinance, as further depicted as one-half of the area of “Glorus Road Vacation” as bisected by “Property Line-318.96” both as shown on the Plat; and

WHEREAS, neither the property of the Party of the First Part nor the property of the Party of the Second part is subject to a lien of any deed of trust, the same having been portions of a dedicated but unconstructed street known as “Glorus Road” prior to the County’s adoption of the Vacation Ordinance; and

WHEREAS, it is the desire of the Party of the First Part to convey a 25’-Ingress-Egress Easement to the Party of the Third Part and to convey a 15’ Storm Sewer Easement and 100 Year Flood Plain and Storm Drainage Easement to the County as shown on the plat; and

WHEREAS, it is the desire of the Party of the Second Part to convey to the County a 15’ Storm Sewer Easement and 100 Year Flood Plain and Storm Drainage Easement to the County as shown on the Plat.

PRIVATE INGRESS-EGRESS EASEMENT

NOW THEREFORE, in consideration of the premises of the Party of the First Part hereby grants to the Party of the Third Part, Gagner and successors in title to the Gagner property, a twenty-five (25’) ingress-egress easement as shown on the Plat.

COUNTY EASEMENTS

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Party of the First Part and the Party of the Second Part hereby convey the following easements to the County:

A. **Storm Sewer.** Storm Sewer Easement(s) for the purpose of constructing, operating, maintaining[^] adding or altering present or future storm sewage lines, plus necessary inlet structures, manholes, and appurtenant facilities for the collection of sewage and its transmission through and across the Property of the Owner, said Property and Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein. The easement(s) are subject to the following terms and conditions:

1. All sewers, manholes, inlet structures and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual surveying, construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper and efficient construction, operation, maintenance of said sewers; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. The Owner reserves the right to construct and maintain roadways over the easement(s) and to make any use of the easement(s) herein granted which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement(s) by the County for the purposes named, provided, however, that the Owner shall not erect any building or structure, except a fence, on the easement(s) without the prior written approval of the County.

B. **Storm Drainage and Flood Plain.** Storm Drainage and Flood Plain Easements for the purpose of preserving a natural flood plain and drainage way, and/or constructing, operating, maintaining, adding or altering present or future storm drainage facilities, plus necessary inlet structures and appurtenances for the collection of storm drainage and its transmission through and across the Property of the Owner, said Property and Easement(s) being more particularly bounded and described on the Plat attached hereto and incorporated herein as “100-Yr Floodplain & Storm Drainage Easement”. The easements are subject to the following terms and conditions:

1. All storm drainage and appurtenant facilities which are installed in the easement(s) and right(s)-of-way shall be and remain the property of the County, its successors and assigns.

2. The County and its agents or assigns shall have full and free use of the said easement(s) and right(s)-of-way for the purposes named, and shall have all rights and

privileges reasonably necessary to the enjoyment and exercise of the easement(s) and right(s)-of-way including the right of reasonable access to and from the right(s)-of-way and right to use adjoining land where necessary; provided, however, that this right to use adjoining land shall be exercised only during periods of actual construction, reconstruction or maintenance, and further, this right shall not be construed to allow the County to erect any building or structure of a permanent nature on such adjoining land.

3. The County shall have the right to trim, cut and remove trees, shrubbery, fences, structures or other obstructions or facilities in or near the easement(s) being conveyed, deemed by it to interfere with the proper construction, operation, and maintenance or enjoyment of said drainage facilities and/or flood plain; provided, however, that the County at its own expense shall restore, as nearly as possible, the premises to their original condition, such restoration to include the backfilling of trenches, the replacement of shrubbery and the seeding or sodding of lawns or pasture areas, but not the replacement of structures, trees or other obstructions.

4. No use or improvements shall be made in the easement(s) without the specific written authorization from Fairfax County, and no use shall be made of the easement(s) which would interfere in any way with the natural drainage.

COVENANTS REAL

The Parties of the First and Second Part, declares that the agreements and covenants stated in this Deed are not covenants personal, but are covenants real, running with the land.

FREE CONSENT AND DESIRE

This Deed is made with the free consent and in accordance with the desire of the undersigned owners, proprietors, and trustees, if any.

MISCELLANEOUS

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Deed is in accordance with the Statutes of Virginia and the ordinances in force in Fairfax County governing the platting and subdivision of land and is approved by the proper authorities as evidenced by their endorsement hereto and the Plat.

Witness the following signatures and seals:

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Executed and approved on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.

APPROVED AS TO FORM,

Director, Land Development Service

Assistant County Attorney

Project Manager II
Customer & Technical Support

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by Kenneth R. Williams, Project Manager II, Customer & Technical Support, this _____ day of _____, 2021.

Notary Public

My commission expires:
Commission ID #: _____

CFS THOMPSON, LLC

By: _____
Title

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by _____, this day of _____, 2021.

Notary Public

My commission expires:
Commission ID #:

MATAN GLORUS ROAD, LLC

By: _____
Title

COMMONWEALTH OF VIRGINIA:
COUNTY OF FAIRFAX, to-wit:

The foregoing instrument was acknowledged before me by _____
this day of , 2021.

Notary Public

My commission expires:
Commission ID #:

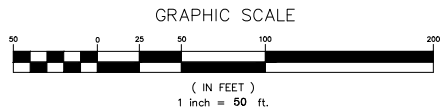


PARCEL 10
TAX MAP# 0332-02-0010
STONECROFT LEE LLC,
DB 25987 PG 16
ZONE: I-3

PARCEL 11B
TAX MAP# 0332-02-0011B
WAYNE P.G. AND SUE F. GAGNER
DB 5445 PG 482
ZONE: I-3

TAX MAP# 033-2-02-0010A
PARCEL 10A
MATAN GLORUS ROAD, LLC
DB 26345 PG 2152
186,625 S.F. OR 4.28432 AC. (COMPUTED)
186,627 S.F. OR 4.28437 AC. (RECORD)
ZONE: I-3
USE: VACANT LAND

TAX MAP# 033-2-02-0010B
PARCEL 10B
MATAN GLORUS ROAD LLC,
DB 25992 PG 283
225,650 S.F. OR 5.18021 AC. (COMPUTED)
225,647 S.F. OR 5.18014 AC. (RECORD)
ZONE: I-3
USE: VACANT LAND



N 7018406.1592
E 11779067.9541

S80°59'14"E 615.29'

S80°59'14"E
25.05'

GLORUS ROAD
VACATION IN
DB ----- PG -----

S08°22'02"W
179.23'
(TIE)

25' INGRESS/EGRESS EASEMENT
(HEREBY GRANTED)

S07°38'07"W
600.01'

N07°44'45"E
220.52'

N76°00'41"W 777.44'

15' STORM SEWER
DRAIN EASEMENT
(HEREBY GRANTED)

PROPERTY LINE
=278.85'

N08°26'36"E
176.18'

4.75'

15.00'

N84°01'43"W
26.67'

N06°26'05"E
25.13'

N 7017813.6371
E 11778988.5694

TIE=5.25'

TIE=22.07'

TAX MAP# 033-2-02-0012
PARCEL 12
CFS THOMPSON LLC
DB 24654 PG 237
372,113 S.F. OR 5.54254 AC. (COMPUTED)
372,058 S.F. OR 8.54128 AC. (RECORD)
ZONE: I-5
USE: IMPROVED LAND WITH
DILAPIDATED STRUCTURE

PLAT SHOWING
**15' STORM SEWER EASEMENT
AND
25' INGRESS/EGRESS
EASEMENT
FAIRWOOD ESTATES**

DEED BOOK 1099 PAGE 404
SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=50' DATE: 12/29/2020
REV: 08/16/2021
SHEET 2 OF 2



ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GEOMATICS

VIKA VIRGINIA LLC
8180 GREENSBORO DRIVE SUITE 200 TYSONS, VIRGINIA 22102
(703) 442-7800 ■ FAX (703) 761-2787
WWW.VIKA.COM

N75°59'07"W 902.50'

THOMPSON ROAD

50' PUBLIC R/W
(DB 1099 PG 404)

N 7017813.6371
E 11778988.5694

N75°59'07"W 624.23'

THOMPSON ROAD

50' PUBLIC R/W
(DB 1099 PG 404)

RECORDATION:
DB

XXXX-RP-XXX XXXX-SP-XXX

FILE G:\Projects\8158\8158B\CADD\SURVEYS\PLATS\8158B RP3 STORM EASEMENT.dwg USER:Jenkins DATE: Aug. 16 2021 TIME: 0:13 pm

Board Agenda Item
November 9, 2021

4:30 p.m.

Public Hearing on a Proposal to Vacate and Abandon a Portion of Thomas Grant Drive /
Route 8425 (Lee District)

ISSUE:

Public hearing on a proposal to vacate and abandon a portion of Thomas Grant Drive /
Route 8425.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached order
(Attachment III) for abandonment and ordinance (Attachment IV) for vacation for the
subject right-of-way.

TIMING:

On October 5, 2021, the Board authorized the public hearing to consider the proposed
abandonment and vacation for November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, Walsh Colucci Lubeley & Walsh PC, on behalf of Beazer Homes, LLC, is
requesting that a portion of Thomas Grant Drive / Route 8425 be vacated under §15.2-
2272(2) of the Virginia Code and abandoned under Virginia Code §33.2-909. The
applicant is seeking this request in accordance with the approved Rezoning Plan RZ
2014-LE-008 and approved Site Plan 25754-SP-001 for the Long Branch project
located on Tax Map 90-4 ((1))-0017.

The Long Branch project extended Thomas Grant Drive approximately 750 feet to the
northwest through the former cul-de-sac and created a new cul-de-sac at the terminus.
This vacation and abandonment request is for the 'ears' of the former cul-de-sac. The
'ears' of the former cul-de-sac are now surplus and no longer needed for turn-around
purposes. The pavement in the vacation and abandonment area has been removed and
the area has been restabilized. The curb and gutter have been relocated for the new
Thomas Grant Drive extended road. The subject vacation and abandonment area would
be become part of the adjacent Island Creek Homeowners Association property.

Board Agenda Item
November 9, 2021

Traffic Circulation and Access

The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Request
Attachment II: Notice of Intent to Abandon & Vacate
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Metes and Bounds Description
Attachment VI: Vacation and Abandonment Plat
Attachment VII: Vicinity Map

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division
Greg Fuller, Chief, FCDOT-Site Analysis Section (SAS)
Michelle Guthrie, FCDOT-SAS
Jeffrey Edmondson, FCDOT-SAS
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney



**WALSH COLUCCI
LUBELEY & WALSH PC**

H. Mark Goetzman
Phone: 703.528.4700 x5452
Fax: 703.528.6050
mgoetzman@thelandlawyers.com

Revised

August 13, 2021

BY COURIER AND ELECTRONIC MAIL

Gavin Derleth, Michelle Guthrie and Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Rd, Ste 400
Fairfax, VA 22033-2895

Re: Request for Proposed Vacation and Abandonment of Portions of
Thomas Grant Drive (Route 8425), Lee District, Fairfax County, Virginia

Dear Gavin, Michelle and Jeffrey:

This letter constitutes a request and statement of justification to vacate and abandon portions of Thomas Grant Drive, Route 8425, Fairfax County, Virginia, originally filed on June 4, 2021. This revised letter and our revised exhibits seek to address the comments contained in the Fairfax County Department of Transportation Letter dated August 2, 2021, as well as subsequent discussions. The two portions of Thomas Grant Drive to be vacated and abandoned are located in the Lee Magisterial District (hereinafter referred to as the "**Vacation and Abandonment Area #1**" and "**Vacation and Abandonment Area #2**"; collectively, the "**Vacation and Abandonment Areas**"). This request is made on behalf of Beazer Homes, LLC, a Delaware limited liability company, developer of the Long Branch project, Enclave at Long Branch Subdivision, located on former Tax Map parcel # 90-4 ((1)) 0017. Island Creek Homeowners Association, Inc., a Virginia non-stock corporation (the "**HOA**"), is the owner of Tax Map Parcel #'s 0904-1101-A1 and 0904-1101-B (together, the "**HOA Parcels**"), which are located adjacent to the Vacation and Abandonment Areas.

The Vacation and Abandonment Areas to be vacated and abandoned is shown on the plat entitled "Plat Showing Vacation and Abandonment of Portions of Thomas Grant Drive Virginia State Route 8425 Lee District Fairfax County, Virginia" prepared by Urban, Ltd., dated April 12, 2021.

To offer some background, the Vacation and Abandonment Areas were dedicated for public street purposes, by virtue of that certain Deed of Subdivision, Dedication, Easement, Conveyance and Release recorded in Deed Book 8805 at Page 1130, among the land records of Fairfax County, Virginia. The proposed vacation and abandonment of the "ears" of the former cul-de-sac is being processed in accordance with the approved Rezoning Plan No. RZ-2014-LE-008 and the approved Site Plan No. 25754-SP-001 for the Long Branch project located on former Tax Map parcel 90-4 ((1)) 0017. The aforementioned Plans extended Thomas Grant Court, and a new cul-de-sac was constructed approximately 750 feet northwest of the former cul-de-sac. As the former cul-de-sac was no longer required for turn-around purposes, the pavement and curb have been removed and the area restabilized. The Vacation and Abandonment Areas, or the "ears," are surplus. The Vacation and Abandonment Areas would go to the HOA Parcels adjacent to the Vacation and Abandonment Areas.

ATTORNEYS AT LAW

703 528 4700 ■ WWW.THELANDLAWYERS.COM
2200 CLARENDON BLVD. ■ SUITE 1300 ■ ARLINGTON, VA 22201-3359

LOUDOUN 703 737 3633 ■ **WOODBRIIDGE** 703 680 4664

{A0990518.DOC / 1 Justification Letter (CL) 002733 000278}

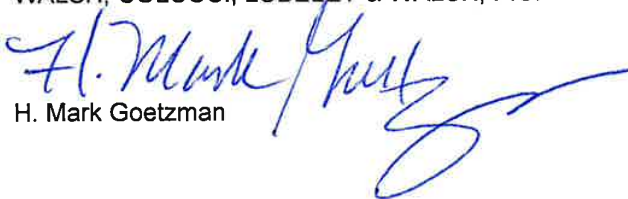
The vacation and abandonment of the Vacation and Abandonment Areas is requested pursuant to Virginia Code Sections 15.2-2272 and 33.2-909.

The total area to be vacated and abandoned is 3,678 square feet.

I request your final review of this application as soon as possible. If you have any questions or require additional information, please do not hesitate to contact me.

Very truly yours,

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


H. Mark Goetzman

cc: Alysia Yi
Brendon Cox
Ryan Fisher
Keith Northup
Chris Myers
Brandon Riggs
Kevin O'Connor

**NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING AND AN ORDER ABANDONING
A PART OF A PLAT ON WHICH IS SHOWN**

(Thomas Grant Drive – State Route 8425)

Lee District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on November 9, 2021, at 4:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, vacating and abandoning a part of the plat, recorded in Deed Book 8805, at Page 1130, on which is shown Thomas Grant Drive – State Route 8425. The road is located adjacent to Tax Map 090-4-11-01-A1 and 090-4-11-01-B and is described and shown on the metes and bounds schedule dated May 28, 2021, and on the plat dated April 12, 2021, each prepared by Urban, Ltd., both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

LEE DISTRICT.

§ 15.2-2272 and § 33.2-909

ORDER OF ABANDONMENT OF
PORTION OF EXISTING THOMAS GRANT DRIVE

LEE DISTRICT,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 9th day of November, 2021, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this portion of the road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That the portion of existing Thomas Grant Drive (Route 8425) comprising a total area of 3,678 square feet, located adjacent to Tax Map 090-4-11-01-A1 and 090-4-11-01-B, described on the metes and bounds schedule dated May 28, 2021, and on the plat dated April 12, 2021, each prepared by Urban, Ltd., attached hereto and incorporated herein, be and the same are hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

By: Jill G. Cooper
Clerk for the Board

§33.2-909

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

(Thomas Grant Drive – Route 8425)

Lee District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat Showing Street Dedication of Thomas Grant Drive, recorded in Deed Book 8805 at Page 1130, on which is shown Thomas Grant Drive, comprising a total area of 3,678 square feet, located adjacent to Tax Map 090-4-11-01-A1 and 090-4-11-01-B, and described and shown on the metes and bounds schedule dated May 28, 2021, and on the plat dated April 12, 2021, each prepared by Urban, Ltd., and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272.

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272



May 28, 2021

**Description of Portions Of
Thomas Grant Drive
Virginia State Route 8425
Deed Book 8805 at Page 1130
Fairfax County, Virginia**

AREA #1

Commencing at a point on the northeasterly corner of the land of Island Creek Homeowners Association, Inc. (Fairfax County Tax Map Number 090-4-11-01-B), as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County, Virginia; Said point also being on the westerly right-of-way line of Thomas Grant Drive, Virginia State Route 8425, an existing 52-foot wide right-of-way, as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County, Virginia; Thence running with the westerly right-of-way line of said Thomas Grant Drive South 40°48'10" West a distance of 24.86 feet to a point; Said point being the true point of beginning for the area of land herein described; Thence running through the right-of-way of said Thomas Grant Drive;

83.34 feet along the arc of a compound curve to the right having a radius of 1061.28 feet and subtended by a chord bearing South 31°22'38" East a distance of 83.32 feet to a point;

10.69 feet along the arc of a compound curve to the right having a radius of 49.63 feet and subtended by a chord bearing South 28°50'23" East a distance of 10.67 feet to a point on the westerly right-of-way line of said Thomas Grant Drive; Thence running with the westerly right-of-way line of said Thomas Grant Drive;

20.38 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and subtended by a chord bearing North 46°42'33" West a distance of 19.82 feet to a point;

82.64 feet along the arc of a curve to the right having a radius of 55.00 feet and subtended by a chord bearing North 27°00'51" West a distance of 75.08 feet to the true point of beginning and containing an area of 1,054 square feet or 0.02420 acres, more or less.

AREA #2

Commencing at a point on the northwesterly corner of the land of Island Creek Homeowners Association, Inc. (Fairfax County Tax Map Number 090-4-11-01-A1), as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County,



Virginia; Said point also being on the easterly right-of-way line of Thomas Grant Drive, Virginia State Route 8425, an existing 52-foot wide right-of-way, as recorded in Deed Book 8805 at Page 1130 among the land records of Fairfax County, Virginia; Thence running with the westerly right-of-way line of said Thomas Grant Drive South $40^{\circ}48'10''$ East a distance of 16.66 feet to a point; Said point being the true point of beginning for the area of land herein described; Thence running with the easterly right-of-way line of said Thomas Grant Drive;

123.21 feet along the arc of a reverse curve to the right having a radius of 55.00 feet and subtended by a chord bearing South $33^{\circ}40'53''$ East a distance of 99.02 feet to a point;

23.91 feet along the arc of a reverse curve to the left having a radius of 25.00 feet and subtended by a chord bearing South $03^{\circ}05'51''$ West a distance of 23.01 feet to a point; Thence departing the easterly right-of-way line of said Thomas Grant Drive and running through the right-of-way of said Thomas Grant Drive;

17.23 feet along the arc of a curve to the right having a radius of 108.14 feet and subtended by a chord bearing North $22^{\circ}21'04''$ West a distance of 17.21 feet to a point;

101.22 feet along the arc of a reverse curve to the left having a radius of 624.93 feet and subtended by a chord bearing North $27^{\circ}46'49''$ West a distance of 101.11 feet to the true point of beginning and containing an area of 2,624 square feet or 0.06025 acres, more or less.

NOTES

1. THE SUBJECT PROPERTY SHOWN HEREON IS LOCATED ON FAIRFAX TAX ASSESSMENT MAP 090-4.
2. BOUNDARY INFORMATION SHOWN HEREON IS DERIVED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT A CURRENT LAND BOUNDARY SURVEY.
3. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICES TO BE FURNISHED TO THE PROPERTY MUST COMPLY WITH THE PROVISIONS OF §15.2-2241(6) OF THE VIRGINIA CODE.
4. ALL PREVIOUSLY RECORDED RIGHT-OF-WAY, EASEMENTS OR OTHER INTEREST OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.


AREA TABULATION

AREA #1	1,054 S.F. OR 0.02420 ACRES
AREA #2	2,624 S.F. OR 0.06025 ACRES
TOTAL AREA OF VACATION	3,678 S.F. OR 0.08445 ACRES

SURVEYOR'S CERTIFICATE

I, KEVIN P. O'CONNOR, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THIS PROPERTY IS IN THE NAME OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS RECORDED IN DEED BOOK 8805 AT PAGE 1130, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

GIVEN UNDER MY HAND AND SEAL THIS 11TH DAY OF AUGUST, 2021.


 KEVIN P. O'CONNOR LS #1967

8/11/2021
 DATE



VICINITY MAP

1" = 2000'

WETLANDS CERTIFICATE

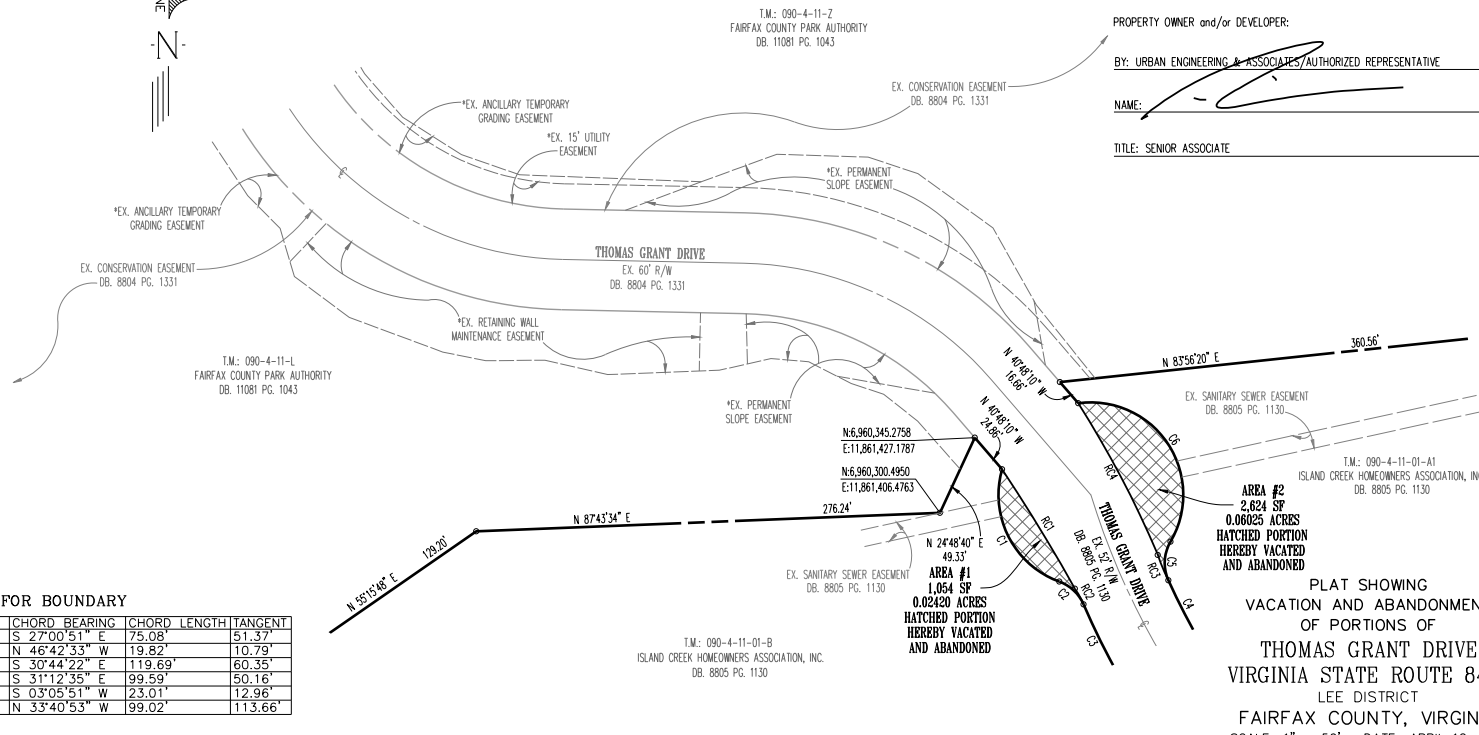
I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING LAND DISTURBING ACTIVITIES.

PROPERTY OWNER and/or DEVELOPER:

BY: URBAN ENGINEERING & ASSOCIATES/AUTHORIZED REPRESENTATIVE

NAME: 

TITLE: SENIOR ASSOCIATE



CURVE TABLE FOR BOUNDARY

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	55.00'	82.64'	86°05'14"	S 27°00'51" E	75.08'	51.37'
C2	25.00'	20.38'	46°41'49"	N 46°42'33" W	19.82'	10.79'
C3	466.00'	120.02'	14°45'26"	S 30°44'22" E	119.69'	60.35'
C4	414.00'	99.84'	13°49'00"	S 31°12'35" E	99.59'	50.16'
C5	25.00'	23.91'	54°47'52"	S 03°05'51" W	23.01'	12.96'
C6	55.00'	123.21'	128°21'20"	N 33°40'53" W	99.02'	113.66'

CURVE TABLE FOR RIGHT-OF-WAY ABANDONMENT

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
RC1	1061.28'	83.34'	4°29'57"	S31°22'38"E	83.32'	41.69'
RC2	49.63'	10.69'	12°20'22"	S28°50'23"E	10.67'	5.36'
RC3	108.14'	17.23'	9°07'43"	N22°21'04"W	17.21'	8.63'
RC4	624.93'	101.22'	9°16'47"	N27°46'49"W	101.11'	50.72'

*RECORDED IN DEED BOOK 25451 PAGE 747

PLAT SHOWING
 VACATION AND ABANDONMENT
 OF PORTIONS OF
 THOMAS GRANT DRIVE
 VIRGINIA STATE ROUTE 8425
 LEE DISTRICT
 FAIRFAX COUNTY, VIRGINIA
 SCALE: 1" = 50' DATE: APRIL 12, 2021



urban

Planners • Engineers • Landscape Architects • Land Surveyors

Urban, Ltd.
 4200 D Technology Court
 Chantilly, Virginia 20151
 Tel. 703.642.2306
 www.urban-ld.com

Thomas Grant Drive Vacation and Abandonment

Lee District

ATTACHMENT VII



* Denotes Area to be Vacated and Abandoned

Tax Map 90-4

Board Agenda Item
November 9, 2021

4:30 p.m.

Public Hearing to Consider Amendments to Chapter 4, Article 23 of the Fairfax County Code

ISSUE:

Public hearing to consider amendments to Chapter 4, Article 23 of the Fairfax County Code, that would clarify filing deadlines and allow for the electronic filing of applications and supporting documents to the Fairfax County Board of Equalization.

RECOMMENDATION:

The County Executive recommends that, after holding a public hearing, the Board adopt the proposed amendments to Chapter 4, Article 23 of the Fairfax County Code.

TIMING:

On October 19, 2021, the Board authorized advertisement of a public hearing to be held on November 9, 2021, at 4:30 p.m.

BACKGROUND:

Pursuant to Virginia Code §§ 58.1-3378, all applications and supporting documents related to the appeal of real property assessment must be received by the Board of Equalization by June 1 of each year. Virginia Code §§ 58.1-3378 allows the governing body to provide for applications for relief to be made electronically as long as taxpayers retain the right to file applications on traditional paper forms provided by the governing body. DTA seeks an ordinance amendment to Section 4-23-1 of the County Code to formally add a provision for electronic filing and clarify the filing deadline.

FISCAL IMPACT:

No fiscal impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Ordinance change to amend and readopt Chapter 4, Article 23 of the Fairfax County Code.

Board Agenda Item
November 9, 2021

STAFF:

Christina Jackson, Chief Financial Officer

Jaydeep "Jay" Doshi, Director, Department of Tax Administration (DTA)

Thomas Reed, Director, Real Estate Division, DTA

ASSIGNED COUNSEL:

Corinne N. Lockett, Senior Assistant County Attorney

1 AN ORDINANCE AMENDING
2 ARTICLE 23 OF CHAPTER 4 OF THE FAIRFAX COUNTY CODE, RELATING TO
3 FILING DEADLINES FOR APPLICATIONS TO THE BOARD OF EQUALIZATION.
4

5 AN ORDINANCE to amend the Fairfax County Code by amending and
6 readopting Article 23 to clarify filing deadline and allow for electronic
7 filing of applications to the Board of Equalization.
8

9 Be it ordained by the Board of Supervisors of Fairfax County:
10

- 11 1. That Section 4-23-1 of the Fairfax County Code is amended and readopted, as
12 follows:
13

14 ARTICLE 23. – Filing Deadline.

15 Section 4-23-1. – Board of Equalization filing deadline.
16

17
18 ~~The filing of application~~Applications and supporting documents provided to the Board of
19 Equalization for review and disposition of an appeal of real property assessment may be filed
20 electronically or on paper forms provided by the governing body and shall be received not later
21 than 4:30 p.m. on June 1 of the year in which the assessment was made.

22 ~~All applications~~Applications which are postmarked by the United States Postal Service
23 prior to midnight on June 1 will be considered to have arrived by the deadline.
24

- 25 2. That the provisions of this ordinance shall take effect immediately upon adoption.
26
27

28 GIVEN under my hand this ____ day of _____, 2021.
29
30

31 _____
32 Jill G. Cooper
33 Clerk for the Board of Supervisors
34 Department of Clerk Services
35
36
37

Board Agenda Item
November 9, 2021

4:30 p.m.

Decision Only on a Proposal to Vacate Portions of 7th Place and Unnamed Right of Way (Dranesville District)

ISSUE:

Decision only on a proposal to vacate portions of 7th Place and Unnamed Right of Way.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached ordinance (Attachment III) for vacation of the subject right-of-way.

TIMING:

On September 14, 2021, the Board authorized the public hearing to consider the proposed vacation for October 19, 2021, at 3:30 p.m. On October 19, 2021, the Board held the public hearing and deferred their decision to November 9, 2021, at 4:30 p.m.

BACKGROUND:

The applicant, GeoEnv Engineers & Consultants, LLC, on behalf of their client, Mrs. Diana Watkins, is requesting that portions of 7th Place and Unnamed Right of Way be vacated under §15.2-2272(2) of the Virginia Code. Mrs. Watkins is seeking this request to meet the minimum lot size requirements to develop a new house on her land.

The subject portions of 7th Place and Unnamed Right of Way, west of the intersection of 7th Place and Hitt Avenue, are currently unimproved. The subject portion of 7th Place was dedicated as part of the El Nido subdivision (Liber B7 Page 203) on the plat dated 1906, and the subject portion of Unnamed Right of Way was dedicated as part of the Pimmit Park Addition to the El Nido subdivision (Liber Z7 Page 332) on the plat dated 1916. The subject portions of 7th Place and Unnamed Right of Way are not in the VDOT Secondary System of Highways.

Traffic Circulation and Access

The vacation will have no impact on pedestrian, transit, or vehicle circulation and access.

Board Agenda Item
November 9, 2021

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicated any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Justification
Attachment II: Notice of Intent to Vacate
Attachment III: Ordinance of Vacation
Attachment IV: Metes and Bounds
Attachment V: Vacation Plat
Attachment VI: Vicinity Map
Attachment VII: Exhibits Showing Potential Subdivision and Use of Vacated Area

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT
Greg Fuller, Jr., Section Chief, FCDOT
Michelle Guthrie, FCDOT
Jeffrey Edmondson, FCDOT

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney



Date: March 15, 2021

**FAIRFAX COUNTY DEPARTMENT OF PLANNING & ZONING, 8TH FLOOR
12055 GOVERNMENT CENTER PARKWAY
FAIRFAX, VA 22035-5503**

**RE: LETTER OF JUSTIFICATION
VACATION OF UNIMPROVED RIGHT-OF-WAY WITHIN FAIRFAX COUNTY MAINTAINED ROAD
7TH PLACE AT LOTS 1 AND C EL NIDO ESTATES
ZONE: R-3; DEED BOOK Z-7, PAGE 332**

On behalf of our client, Mrs. Diana Watkins of 1614 7th Place, McLean, Virginia, **GeoEnv Engineers & Consultants, LLC (GEE)** hereby request your approval for the proposed vacation a part of the existing un-improved right-of-way of 7th Place located in from of Lots 1 and C El Nido Estates, and the un-named and un-improved 20-ft wide easement located on the southern side of Lot 1 El-Nido Subdivision, as shown the attached vacation plat. This vacation is being requested per Section 15.2.2272 (2) of the Code of Virginia. The part of the un-improved right-of-way of 7th Street, and the unimproved 20-ft road to be vacated are shown on the attached plat prepared by GEE and dated March 3, 2021. The vacated lands will become outlots to be later deeded proportionally to adjacent properties. Upon approval of the vacation plat, Outlot A-4 will be deeded to the owners of Lot 63B, Outlot A-6, containing 1,046 sf of land, which is part of the un-named ROW will be deeded the owners of Lot 1, and Outlot A-5, containing 1,178 sf of land, and being a part of the un-improved ROW will be deeded to new Lot C. Similarly, Area A-8 containing 242 sf of the vacated 20-ft unimproved road will be deeded to Lot 63. Area A-10, containing 1,050 sf of land, will be deeded to Lot 62, and Area A-10, containing 1,050 sf of land, will be then deeded to New Lot 1.

No known underground or above ground utilities are located within the portion 7th Street right-of-way or the 20-ft road to be vacated. The lands to be vacated are currently not improved and minimally maintained by the adjacent properties owners. Therefore, we believe that the vacating the portion of the county right-of-way will minimize the right-of-way maintained by Fairfax county and, upon consolidations, will allow the adjacent lands to subdivided in accordance with the Fairfax zonig Ordinance.

In order to shorten the vacation process, we hereby request that this vacation be done administratively. This will allow the property owners to move forward with incorporating the vacated lands into their properties, and thus expedite the proposed subdivision process for Lot C.

We trust that the above justifications are sufficient to grant the land vacation as shown. If you have any questions, please contact the undersigned engineer at 703-593-8090.

Very truly yours,

**Ibrahim (Abe) Chehab, P.E.
Principal Engineer**



Attachment: Vacation Plat

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

(7th Place and Unnamed Right of Way)

Dranesville District,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on October 19, 2021, at 3:30 PM during its regular meeting in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat of El Nido Estates Subdivision, recorded in Deed Book B-7 at Page 203, on which is shown a portion of 7th Place and a part of the plat of the Pimmit Park Addition to the El Nido subdivision, on which is shown a portion of an Unnamed 20-foot Right of Way. The road is located on Tax Map 30-4 and is described and shown on the metes and bounds schedule prepared by GeoEnv Engineers and Consultants, LLC, dated May 26, 2021, and vacation plat prepared by GeoEnv Engineers and Consultants, LLC, dated June 21, 2021, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

DRANESVILLE DISTRICT.

§ 15.2-2272(2)

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

(7th Place and Unnamed Right of Way)

Dranesville District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on November 9, 2021, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of EL NIDO, recorded in Deed Book B-7 at Page 203, on which is shown the 50 feet wide street dedication for Seventh Place from Great Falls Avenue to its terminus, a distance of approximately 612 feet, located on Tax Map 30-4, Part of the Plat of PIMMIT PARK Addition to EL NIDO, recorded in Deed Book Z-7 Page 332, on which is shown the 20 feet wide street dedication for an unnamed right of way from Eighth Street to its terminus at Seventh Street, a distance of 220 feet, also located on Tax Map 30-4, and both are described and shown on the metes and bounds schedule and plat prepared by GeoEnv Engineers & Consultants, LLC, dated May 26, 2021 and June 21, 2021, respectively, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)



May 26, 2021

PAGE 1 OF 9

METES & BOUNDS
NEW LOT 1 PIMMIT PARK EL NIDO SUBDIVISION
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101

Beginning at a point located at the northern corner of Lot 1 with Lot 2 Pimmit Park El Nido Subdivision and running $S49^{\circ}25'27''E$, a distance of 105.00 feet to a point located at the southeastern corner of said Lot 1 Pimmit Park El Nido Subdivision with the Right-of-Way of 7th Place (VA Route 2818); thence turning and running $S40^{\circ}34'33''W$, a distance of 80.15 feet to a corner point located at along southeastern property line of original Lot 1 El Nido Estates Subdivision; thence turning and running $S49^{\circ}25'27''E$, a distance of 25.00 feet (L6) to a corner point located at the beginning of curve C1; thence turning and running $S40^{\circ}34'33''W$, a distance of 41.85 feet (L7) to a corner point located along the northeastern property line of new outlot A-4; thence turning and running $N49^{\circ}25'27''W$, a distance of 25.00 feet (L4) to a corner point located along the southeastern property line of original Lot 1 El Pimmit Park Nido Subdivision; thence turning and running $S40^{\circ}34'33''W$, a distance of 118.00 feet to a corner point located along the southeastern property line the un-named and un-improved 20-ft Road; thence turning and running $N49^{\circ}25'27''W$, a distance of 105.00 feet to corner point located the northwester property line of original Lot 1 Pimmit Park El-Nido Subdivision; thence turning and running $N40^{\circ}34'33''E$, a distance of 6.00 feet to the point of beginning. Containing 14,486 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART AN UN-UNIMPROVED 50-FT RIGHT-OF-WAY
7TH PLACE (VA ROUTE 2818)
D.B. Z-7, PG 332
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101
(DEDICATED TO NEW LOT 1 EL NIDO ESTATES SUBDIVISION)**

Beginning at a point located along the southeastern property line of Lot 1 El-Nido Estates and running $N40^{\circ}34'33''E$, a distance of 41.85 feet (L5) to a corner point located along the same southeastern property line of Lot 1 El Nido Estates; thence turning and running $S49^{\circ}25'27''E$, a distance of 25.00 feet (L6) to a corner point located at the beginning of curve C1 for the new 7th Place (VA Route 2818) right-of-way; thence turning and running $S40^{\circ}34'33''W$, a distance of 41.85 feet (L7) to a point located along the northern property line of Outlot A-4; thence turning and running $N49^{\circ}25'27''W$, a distance of 25.00 feet (L4) to the point of beginning. Containing 1,046 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART OF 20-FT UN-NAMED AND UN-IMPROVED
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101
(DEDICATED TO NEW LOT 1 EL NIDO ESTATES SUBDIVISION)**

Beginning at a point located along the southeastern property line of the abandoned Un-Named and Un-Improved 20' Road and running $N49^{\circ} 25' 27''W$, a distance of 105.00 feet to a corner point located along the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $N40^{\circ} 34' 33''E$, a distance of 10.00 feet to a corner point located at the northwestern corner of Lot 1 with the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $S49^{\circ} 25' 27'' E$, a distance of 105.00 feet to a point located along the southeastern property line of Lot 1 El-Nido Estates Subdivision; thence turning and running $S40^{\circ} 34' 33''W$, a distance of 10.00 feet to the point of beginning. Containing 1,050 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

METES & BOUNDS
NEW LOT C EL NIDO ESTATES SUBDIVISION
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101

Beginning at a point located along the southeastern corner of original Lot C with the right-of-way of 6th Place (VA Route 2809) and running $N49^{\circ}25'27''$ W, a distance of 235.00 feet to a corner point located along the southern property line of Outlot A-4; thence turning and running $N40^{\circ}34'33''$ E, a distance of 41.85 feet (L7) to the beginning of curve (C1) for the new 7th Place (VA Route 2818) right-of-way; then turning and running along said curve C1, a radius of 26.00 feet, a length of 34.85 feet and chord of 32.30 feet to a point located along the northwestern property line of original Lot C El Nido Estates; thence turning and running $N40^{\circ}34'33''$ E, a distance of 46.19 feet to a corner point located at the northeastern corner of original Lot C with 7th Place (VA Route 2818); thence turning and running $S53^{\circ}06'28''$ E feet, a distance of 210.43 feet to a corner point located at the northeastern corner of said Lot C with the 6th Place (VA Route 2809); thence turning and running $S40^{\circ}34'33''$ W, a distance of 122.01 feet to the point of beginning. Containing 25,380 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART OF AN UN-UNIMPROVED 50-FT RIGHT-OF-WAY
7TH PLACE (VA ROUTE 2818)
D.B. Z-7, PG 332
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101
(DEDICATED TO NEW LOT C EL NIDO ESTATES SUBDIVISION)**

Beginning at a point located at the northwestern corner of Lot C with Outlot A-2 El Nido Estates, and running $N49^{\circ}25'27''W$, a distance of 25.00 feet (L8) to a corner point located along the eastern property line of Outlot A-4, thence turning and running $N40^{\circ}34'33''E$, a distance of 41.85 feet (L7) to the beginning of curve (C1) for along the new 7th Place (VA Route 2818) right-of-way; thence turning and running along said curve C1, a radius of 26.00 feet, a length of 34.85 feet and chord of 32.30 feet to a point located along the northwestern property line of Lot C El Nido Estates; thence turning and running $S40^{\circ}34'33''E$, a distance of 62.30 feet (L9+L10) to the point of beginning. Containing 1,178 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART OF UN-NAMED UN-IMPROVED 20' ROAD
DEDICATED TO LOT 62 EL-NIDO ESTATES SUBDIVISION**

Beginning at a point located along the southeastern property line of the abandoned Un-Named and Un-Improved 20' Road and running $N49^{\circ}25'27''W$, a distance of 80.84 feet to a corner point located at the northwestern corner of the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $N40^{\circ}34'33''E$, a distance of 10.00 feet (L16) to a corner point located along the northwestern line of the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $S49^{\circ}25'27''E$, a distance of 80.84 feet to a point located along the southeastern line of the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $S40^{\circ}34'33''W$, a distance of 10.00 feet to the point of beginning. Containing 808.4 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART OF UN-NAMED UN-IMPROVED 20' ROAD
DEDICATED TO LOT 63B EL-NIDO ESTATES SUBDIVISION**

Beginning at a point located at the southwestern corner of the abandoned Un-Named and Un-Improved 20' Road and running $N49^{\circ} 25' 27''W$, a distance of 24.16 (L15) feet to a corner point located at the northwestern line of the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $N40^{\circ} 34' 33''E$, a distance of 10.00 feet (L16) to a corner point located along the centerline of the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $S49^{\circ} 25' 27''E$, a distance of 24.16 (L17) feet to a point located along the southeastern line of the abandoned Un-Named and Un-Improved 20' Road; thence turning and running $S40^{\circ} 34' 33''W$, a distance of 10.00 feet (L14) to the point of beginning. Containing 242.0 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART OF AN UN-UNIMPROVED 50-FT RIGHT-OF-WAY
7TH PLACE (VA ROUTE 2818)
D.B. Z-7, PG 332
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101
OUTLOT A-4 TO BE DEDICATED TO LOT 63B**

Beginning at a point located along the northeastern property line of Lot 63B and running N 49° 25' 27" W, a distance of 50.00 feet (L2) to another point located along northeastern property line of Lot 63B; thence turning and running N40° 34' 33"E, a distance of 16.0 feet (L3) to a point located along a 20-ft wide un-named and un-improved road; thence turning and running S49° 25'27"E, a distance of 50.00 feet (L4 + L8) to a point located at the northwestern corner of Lot C, thence turning and running S40°34'33"W, a distance of 16.0 feet (L1) to the point of beginning. Containing 800 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

**VACATION OF PART OF AN UN-UNIMPROVED 50-FT RIGHT-OF-WAY
7TH PLACE (VA ROUTE 2818)
D.B. Z-7, PG 332
MCLEAN, DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA 22101
(DEDICATED TO NEW LOT C EL NIDO ESTATES SUBDIVISION)**

Beginning at a point located at the northwestern corner of Lot C with Outlot A-2 El Nido Estates, and running $N49^{\circ}25'27''W$, a distance of 25.00 feet (L8) to a corner point located along the eastern property line of Outlot A-4, thence turning and running $N40^{\circ}34'33''E$, a distance of 41.85 feet (L7) to the beginning of curve (C1) for along the new 7th Place (VA Route 2818) right-of-way; thence turning and running along said curve C1, a radius of 25.00 feet, a length of 34.85 feet and chord of 32.30 feet to a point located along the northwestern property line of Lot C El Nido Estates; thence turning and running $S40^{\circ}34'33''E$, a distance of 45.29 feet (L10) to the point of beginning. Containing 1,178 square feet of land, more or less.

All being particularly described on a plat attached hereto and made a part thereof.

GENERAL NOTES:

1. THIS PLAT HAS BEEN PREPARED TO VACATE THE UN-NAMED AND UN-IMPROVED RIGHT-OF-WAY, CREATED BY THE SUBDIVISION OF EL NIDO ESTATES AS RECORDED IN D.B. Z-7, P.G. 332.
2. THE PLAT DOES NOT REPRESENT A CURRENT LAND BOUNDARY SURVEY. THE BOUNDARY INFORMATION SHOWN ON THIS PLAT WAS OBTAINED FROM THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. THERE ARE NO RESOURCE PROTECTION AREA AND FLOOD PLAIN.
4. ALL PREVIOUSLY RECORDED RIGHT-OF-WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
5. PLAT IS SUBJECT TO RESTRICTIONS OF RECORD.
6. NO KNOWN GRAVE SITE OR BURIAL SITE EXIST ON THE LOT.
7. NO KNOWN UTILITIES LOCATED WITHIN THE RIGHT OF WAY TO BE VACATED.
8. THE AREA SHOWN HEREON APPEARS TO PLOT IN FLOOD ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 100-YEAR FLOOD PLAIN, AS SHOWN ON THE FEMA MAP #51059C0170E EFFECTIVE DATE: SEPTEMBER 17, 2010.
9. THE LAND DELINEATED HEREON MEETS THE MINIMUM ERROR OF CLOSURE OF 1 IN 20,000.
10. ANY FUTURE EASEMENT OR AUTHORIZATION FOR ELECTRIC, CABLE, TELEPHONE OR GAS SERVICES TO BE FURNISHED TO THE PROPERTY MUST COMPLY WITH THE PROVISIONS OF 15.2-2241(6) OF THE VIRGINIA CODE.
11. THIS SURVEYOR/ENGINEER WILL MONUMENT THE PERIMETER OF THE LAND HERON PLATTED USING IRON PIPE OR OTHER PERMANENT MARKER. MONUMENTATION OF INTERNAL LOTS, STREETS, OUTLOTS, AND PARCELS CREATED BY RECORDATION OF THIS PLAT ARE COVERED BY SUBDIVISION ORDINANCE AND SURETY BOND AND WILL BE INSTALLED BY A LAND SURVEYOR LICENSED IN THE COMMONWEALTH PRIOR TO BOND RELEASE BY FAIRFAX COUNTY.

SURVEYOR'S/ENGINEER'S CERTIFICATE:

I, IBRAHIM A. CHEHAB, DULY AUTHORIZED PROFESSIONAL ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THE PART OF UN-NAMED & UN-IMPROVED RIGHT -OF-WAY TO BE VACATED IS RECORDED AT DEED BOOK Z-7, P.G. 332; ALL AMONG THE LAND RECORDS OF THE COUNTY OF FAIRFAX, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND EMBRACED BY RIGHT-OF-WAY VACATION PROPOSED LIES ENTIRELY WITHIN THE BOUND OF ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT ALL THE BEARINGS ARE WITH REFERENCE TO VCS83; THAT THE RIGHT-OF-WAY AREA TO BE VACATED ARE ACCURATELY DESCRIBED BY METES AND BOUNDS, COURSE AND DISTANCES. I FURTHER CERTIFY THAT PERMANENT PROPERTY CORNERS WILL BE PLACED AS REQUIRED.

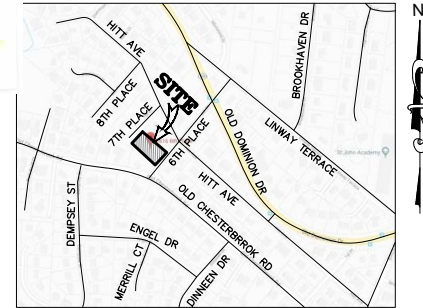
GIVEN UNDER MY HAND THIS _____ DAY OF _____ 2021.

IBRAHIM A. CHEHAB
(PROFESSIONAL ENGINEER)
LIC. #022968

SIGNATURE

ATTACHMENT V

BY _____	
Date _____	Addressing Reviewer _____
FINAL PLAT	
RECOMMENDED FOR APPROVAL FAIRFAX COUNTY LAND DEVELOPMENT SERVICES	
ALL STREET LOCATIONS AND/OR EASEMENTS CONFORM TO THE REQUIREMENTS OF THIS OFFICE. THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER.	
BY _____	
Date _____	Director, Site Development and Inspection Division or Agent _____
APPROVED	
FOR BOARD OF SUPERVISORS FAIRFAX COUNTY, VIRGINIA	
BY _____	
Date _____	Director, Land Development Services or Agent _____
APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____	



VICINITY MAP
SCALE: 1"=500'

PLAT SHOWING

VACATION ON AN
UN-NAMED/UNIMPROVED RIGHT- OF- WAY
CREATED BY THE SUBDIVISION OF
EL NIDO ESTATES
D.B. Z-7, PG. 332
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA 22101

DATE: JUNE 21, 2021

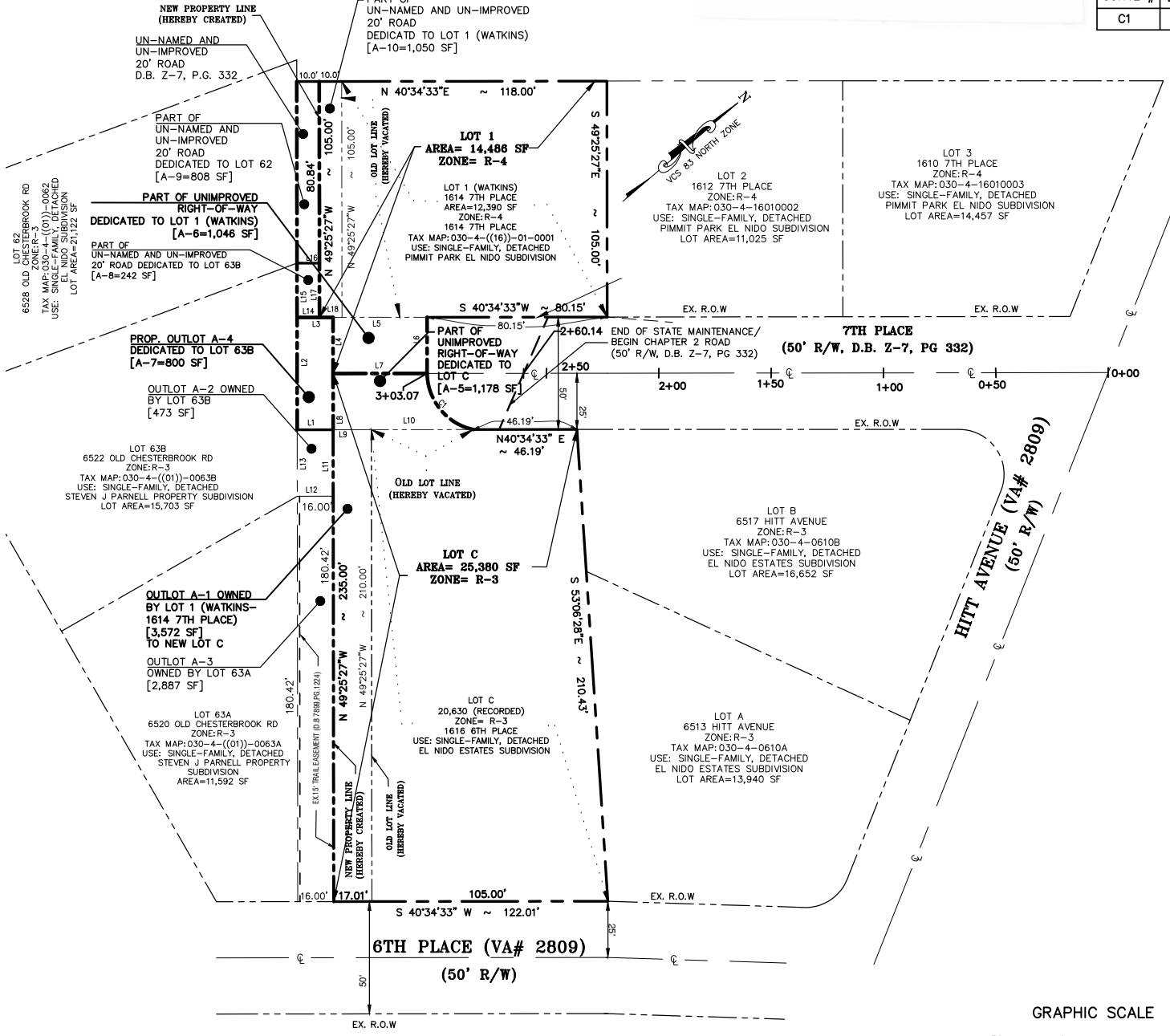
PREPARED BY

GeoEnv GeoEnv Engineers & Consultants, LLC
Civil, Environmental & Geotechnical Engineering
10875 Main Street, Suite 213
Fairfax, VA 22030
Phone: 703.591.7170
Fax: 703.591.7074

ATTACHMENT V

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	34.85'	26.00'	76.80	S88° 42' 18"W	32.30'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	16.00'	S40° 34' 33"W
L2	50.00'	N49° 25' 27"W
L3	16.00'	N40° 34' 33"E
L4	25.00'	S49° 25' 27"E
L5	41.85'	N40° 34' 33"E
L6	25.00'	N49° 25' 27"W
L7	41.85'	S40° 34' 33"W
L8	25.00'	S49° 25' 27"E
L9	17.01'	S40° 34' 33"W
L10	45.29'	S40° 34' 33"W
L11	29.85'	S49° 25' 27"E
L12	16.00'	N49° 25' 27"W
L13	29.85'	N49° 25' 27"W
L14	10.00'	S40° 34' 33"W
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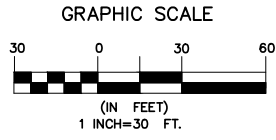
PLAT SHOWING

VACATION ON AN
 UN-NAMED/UNIMPROVED RIGHT-OF-WAY
 CREATED BY THE SUBDIVISION OF
EL NIDO ESTATES
 D.B. Z-7, PG. 332
 DRANESVILLE DISTRICT
 FAIRFAX COUNTY, VIRGINIA 22101

DATE: JUNE 21, 2021

PREPARED BY

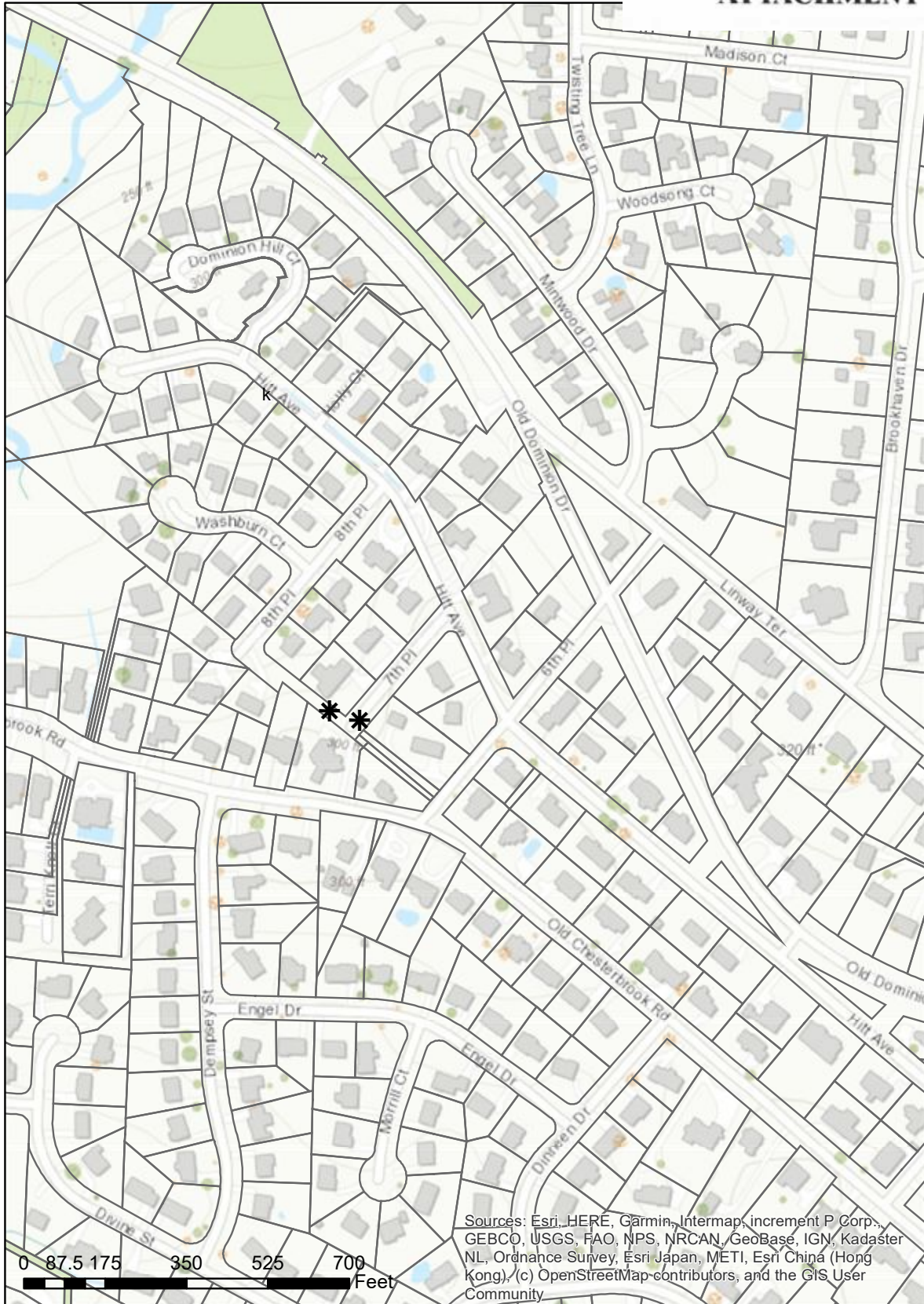
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 10875 Main Street, Suite 213
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7th Place and Unnamed Right of Way Vacation

Dranesville District

ATTACHMENT VI

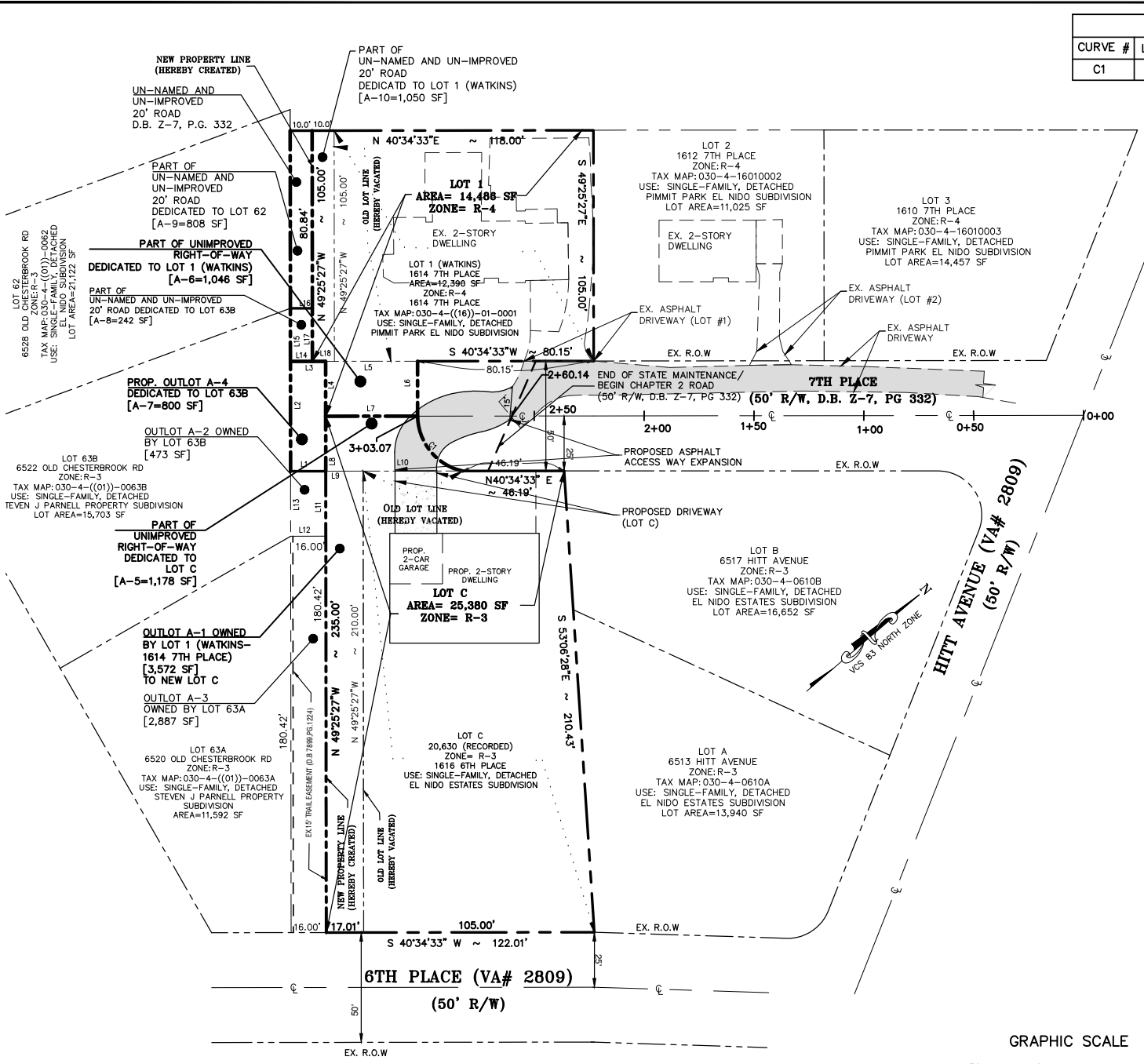


Tax Map 30-4

* Denotes Area to be Vacated

CURVE TAB					
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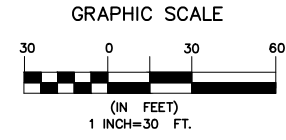
PLAT SHOWING

PRELIMINARY LAYOUT
 REFLECTING THE USE OF VACATED RIGHT-OF-WAY
 EL NIDO ESTATES
 D.B. Z-7, PG. 332
 DRANESVILLE DISTRICT
 FAIRFAX COUNTY, VIRGINIA 22101

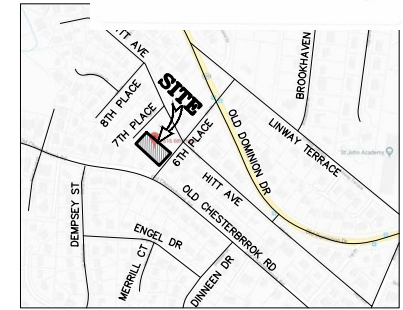
DATE: JUNE 21, 2021

PREPARED BY

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CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
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VICINITY MAP
SCALE: 1"=500'

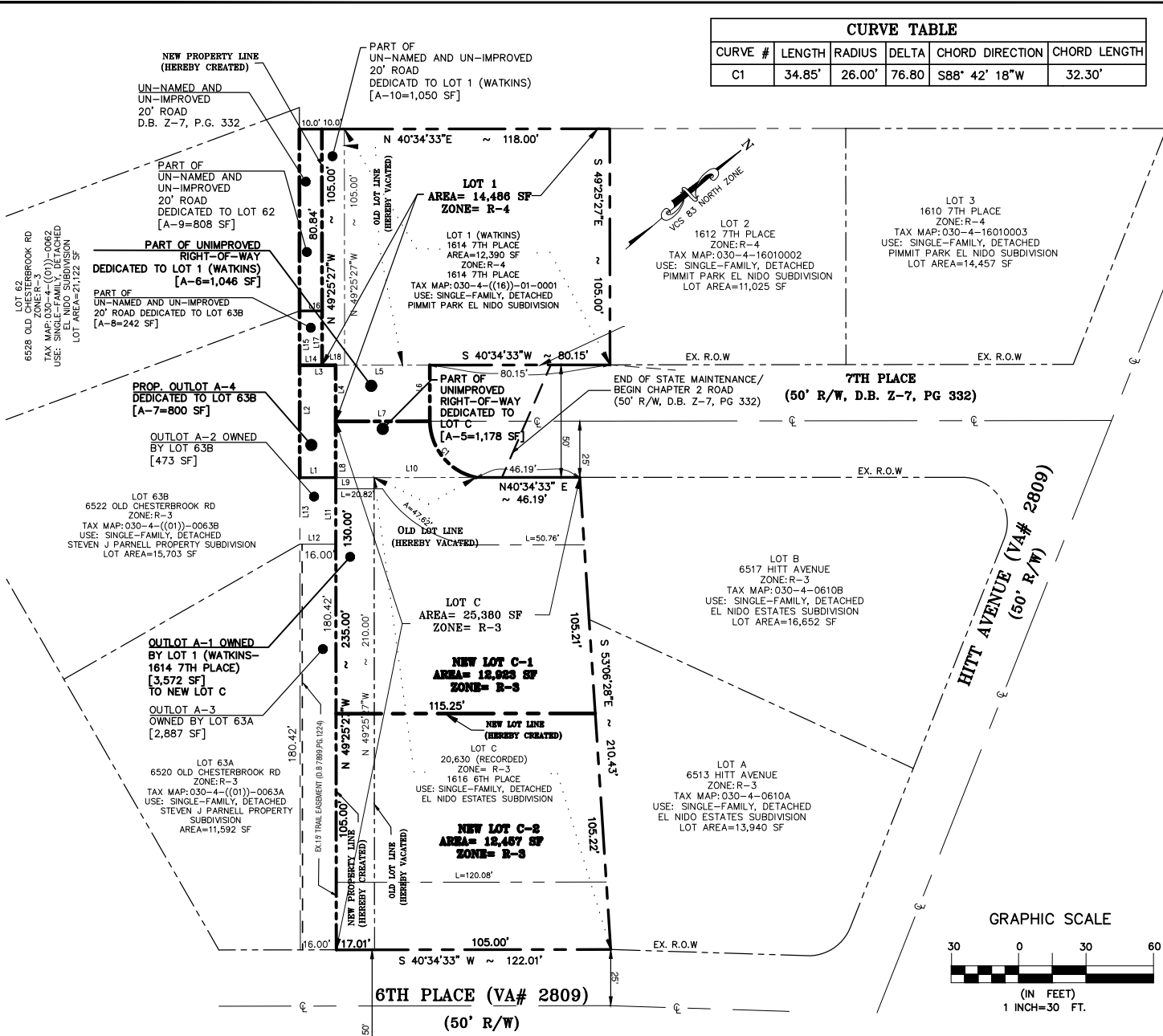
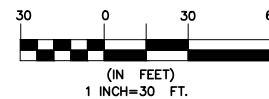
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L17	24.16'	S49° 25' 27"E
L18	6.00'	N40° 34' 33"E

PLAT SHOWING

SUBDIVISION OF
LOT 'C' (D.B. 11808, PG. 1454)
EL NIDO ESTATES
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA 22101

SCALE: 1"=30' DATE: AUGUST 20, 2021

GRAPHIC SCALE



LOT #	LOT AREA (MIN. REQUIRED)	LOT AREA (Provided)	ACRE	LOT TYPE	LOT WIDTH REQUIRED (FT)	LOT WIDTH PROVIDED (FT)	REMARKS
	SQ FT	SQ FT					
C-1	10,500	12,923	0.2967	INTERIOR	80	117.26	O.K.
C-2	10,500	12,457	0.2860	INTERIOR	80	199.2	O.K.
ROW DEDICATION	-	-	-	-	-	-	-
TOTAL AREA	-	25,380	0.5826	-	-	-	-

LOT SHAPE FACTOR CALCULATIONS				
LOT #	LOT PERIMETER, P (LF)	LOT AREA, A (SF)	LOT SHAPE FACTOR (P^2/4A)	REMARKS
C-1	427.16	12,923	14.12 < 35	O.K.
C-2	447.49	12,457	16.08 < 35	O.K.

PREPARED BY

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Civil, Environmental & Geotechnical Engineering
10875 Main Street, Suite 213
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Fax: 703.591.7074

Board Agenda Item
November 9, 2021

5:00 p.m.

Public Comment on Issues of Concern