

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 19, 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

Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program - Redd Road and Reddfield Drive (Dranesville District)

2

Authorization to Advertise a Public Hearing on the Acquisition of
Certain Land Rights Necessary for the Construction of Old
Courthouse Road - Besley Road Realignment (Hunter Mill
District)

3

Authorization to Advertise a Public Hearing on the Acquisition of
Certain Land Rights Necessary for the Construction of Wiehle
Avenue at W&OD Trail (Hunter Mill District)

4

Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 4, Article 23 of the Fairfax County Code

5

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Wall Street (Hunter Mill District)

6

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Mount Vernon Boulevard (Mount Vernon District)

7

Authorization for the Certification of Consistency with the Consolidated Plan as Required by the U.S. Department of Housing and Urban Development in Order to Apply for Continuum of Care Program Funding

8

Authorization to Advertise 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

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 19, 2021**

ACTION ITEMS

- | | |
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| 1 | Approval of a Parking Reduction for the Commonwealth Centre Multifamily Development (Sully District) |
| 2 | Approval of a Residential Parking Reduction for the Golf Course Overlook Multifamily Development (Hunter Mill District) |
| 3 | Approval of the Issuance of a Solicitation for Police-Directed Towing Services |
| 4 | Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Hunter Mill Bridge Replacement Project (Hunter Mill District) |

**INFORMATION
ITEMS**

- | | |
|---|--|
| 1 | Fairfax County Community Flood Preparedness Fund Resilience Plan |
|---|--|

CLOSED SESSION

Closed Session

**PUBLIC
HEARINGS**

- | | |
|------|--|
| 3:30 | Public Hearing on AR 2004-SP-001-02 (Mark A. and Lisa K. Kusters, Trustees, Marvin H. Kusters and Bonnie M. Kusters, Trustees) (Springfield District) |
| 3:30 | Public Hearing 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 PCA 2006-SU-025-05/CDPA 2006-SU-025-03 (Toll Mid-Atlantic LP Company, Inc. and JLB Realty LLC) (Sully District) |
| 3:30 | Public Hearing to Consider an Amendment to the Interim Agreement with Alpine-X Inc. for Fairfax Peak Development at I-95 Lorton Landfill (Mount Vernon District) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 19, 2021**

**PUBLIC
HEARINGS
(continued)**

3:30		Public Hearing on a Proposal to Vacate Portions of 7 th Place and Unnamed Right of Way (Dranesville District)
4:00	To Be Indefinitely Deferred	Decision Only on the Acquisition of Certain Land Rights Necessary for the Construction of Burke Road Realignment – Aplomado Drive to Parakeet Drive (Springfield District)
4:00		Decision Only on Proposed Plan Amendment 2021-00006, 2806 Popkins Lane, Located on Popkins Lane, West of Bryant Town Court (Mount Vernon District)
4:00		Public Hearing on Proposed Plan Amendment 2020-00025, Fairfax Center Sub-Unit J3 (Part), Located at the Northwest Quadrant of Route 29 and Waples Mill Road (Braddock District)
4:00		Public Hearing on Proposed Plan Amendment 2020-II-M1, Located at 7700 Leesburg Pike, on the North Side of Leesburg Pike Across from George C. Marshall High School (Dranesville District)
4:00		Decision Only on an Ordinance to Amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by Adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18
4:00		Public Comment



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
October 19, 2021

9:30 a.m.

PRESENTATIONS

- PROCLAMATION — To designate October 24 as Polio Awareness Day. Requested by Chairman McKay and Supervisors Gross and Palchik.
- RESOLUTION — To recognize Cornerstones on its 50th Anniversary and for its outstanding contributions to the community. Requested by Chairman McKay and Supervisors Alcorn, Foust and Palchik.

STAFF:

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

Board Agenda Item
October 19, 2021

9:30 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard October 19, 2021

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

October 19, 2021

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

**APPOINTMENTS TO BE HEARD OCTOBER 19, 2021
(ENCOMPASSING VACANCIES PROJECTED THROUGH **OCTOBER 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 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
Sarah Newman (Appointed 2/13-10/17 by Hudgins) Term exp. 9/21	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Kendal Vahovius; appointed 12/20 by Storck) Term exp. 9/24 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

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

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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>
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

**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)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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
Annmarie Swope (Appointed 9/20 by McKay) Term exp. 10/21	Member-At-Large Alternate Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER 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 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

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

CHILD CARE ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Pam Tinker (Appointed 9/16-9/19 by McKay) Term exp. 9/21	Lee District Representative		Lusk	Lee

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>
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

COMMISSION FOR WOMEN (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Sondra Seba Hemenway; appointed 2/12-10/16 Bulova; 6/20 by McKay) Term exp. 10/22 <i>Deceased</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Shafuq Naseem; appointed 2/20 by Walkinshaw) Term exp. 10/21 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
Julie Waters (Appointed 9/20 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville
Helen Cole (Appointed 2/18-10/18 by Hudgins) Term exp. 10/21	Hunter Mill District Representative		Alcorn	Hunter Mill

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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 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)

<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
VACANT (Formerly held by Sandra Chisholm; appointed 07/20 by Palchik) Term exp. 2/22 <i>Resigned</i>	Providence District Representative		Palchik	Providence

CONFIRMATION OF:

- Ms. Hawa Hassan as the Elected - Central Target Area #2 Representative

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
VACANT (Formerly held by Umair Javed; appointed 2/17-1/19 by L. Smyth) Term exp. 7/21 <i>Resigned</i>	Fairfax County Resident #13 Representative		By Any Supervisor	At-Large

CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Michael A. Skvortsov (Appointed 12/16-7/18 by Hudgins) Term exp. 8/21	At-Large Representative		By Any Supervisor	At-Large
Joy Marlene Bryan (Appointed 9/97-706 by Kauffman; 9/09- 7/18 by McKay) Term exp. 8/21	Lee District Representative		Lusk	Lee
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
Ayman Eldarwish (Appointed 10/17 by Gross) Term exp. 11/20	Mason District Representative		Gross	Mason

**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>
VACANT (Formerly held by Jacqueline Hixson; appointed 6/17 by Hudgins) Term exp. 6/20 <i>Resigned</i>	Consumer #2 Representative		By Any Supervisor	At-Large
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>
VACANT (Formerly held by Naomi D. Zeavin; appointed 1/95 by Trapnell; 1/96-11/13 by Gross) Term exp. 12/16 <i>Mason District 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)
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<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)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Inge Gedo (Appointed 11/09-12/17 by Herrity) Term exp. 10/21	At-Large #3 Representative		By Any Supervisor	At-Large
Christopher A. Glaser (Appointed 11/09-12/17 by Hudgins) Term exp. 10/21	At-Large #4 Representative		By Any Supervisor	At-Large
Jonathan Higgins (Appointed 4/14-11/17 by Bulova) Term exp. 10/21	At-Large #5 Representative		By Any Supervisor	At-Large

**JUVENILE AND DOMESTIC RELATIONS COURT
CITIZENS 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 Alicia E. Plerhoples; appointed 10/19 by Foust) Term exp. 1/22 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville

**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
VACANT (Formerly held by Amy K. Reif; appointed 8/09-6/12 by Foust) Term exp. 6/15 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason

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**OVERSIGHT COMMITTEE ON DISTRACTED AND
IMPAIRED DRIVING (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 Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 <i>Resigned</i>	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 <i>Resigned</i>	Providence District Representative		Palchik	Providence
Peyton Smith (Appointed 10/17 by Smith) Term exp. 6/20	Sully District Representative		Smith	Sully

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>
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
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
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>
Jeanne Kadet (Appointed 2/12-10/18 by Cook) Term exp. 10/21	Braddock District Representative		Walkinshaw	Braddock
Robert D. Vickers (Appointed 4/07 by DuBois; 11/09-10/18 by Foust) Term exp. 10/21	Dranesville District Representative		Foust	Dranesville
Bret William Leslie (Appointed 9/20 by Alcorn) Term exp. 10/21	Hunter Mill District Representative		Alcorn	Hunter Mill
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

YOUNG ADULTS ADVISORY COUNCIL (YAA) (2-year terms)

(Limited to two full consecutive terms)

NOTE: Appointees must be between 20-34 years old.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Diego Rodriguez Cabrera; appointed 7/20 by Storck) Term exp. 1/22 <i>Resigned</i>	Mount Vernon District 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	Hunter Mill District Representative		Alcorn	Hunter Mill
NEW POSITION	Lee District Representative		Lusk	Lee
NEW POSITION	Mason District Representative		Gross	Mason
VACANT Formerly held by Austin Morrill; appointed 9/21 by Smith) Term exp. 6/23 <i>Resigned</i>	Sully District Representative		Smith	Sully

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	At-Large Chairman's Representative		McKay	At-Large Chairman's
NEW POSITION	Braddock District Representative		Walkinshaw	Braddock
NEW POSITION	Dranesville District Representative		Foust	Dranesville
NEW POSITION	Hunter Mill District Representative		Alcorn	Hunter Mill
NEW POSITION	Lee District Representative		Lusk	Lee

Continued on next page

FAIRFAX COUNTY 250TH COMMISSION

Continued from the previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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
NEW POSITION	Sully District Representative		Smith	Sully

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October 19, 2021

9:30 a.m.

Matters Presented by Board Members

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October 19, 2021

9:30 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program - Redd Road and Reddfield Drive (Dranesville 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 Redd Road (Dranesville District)
- One “Watch for Children” sign on Reddfield Drive (Dranesville District)

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

TIMING:

Board action is requested on October 19, 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 August 16, 2021, FCDOT received verification from the Dranesville District Supervisor’s Office confirming community support for “Watch for Children” signs on Redd Road and Reddfield Drive.

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FISCAL IMPACT:

Funding in the amount of \$300 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

Board Agenda Item
October 19, 2021

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Old Courthouse Road - Besley Road Realignment (Hunter Mill District)

ISSUE:

Board authorization to advertise a 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 authorize advertisement of a public hearing for November 9, 2021, at 4:30 p.m.

TIMING:

Board action is requested on October 19, 2021, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

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 structure.

Land rights for these improvements are required on twenty properties, seven of which have been acquired by the Land Acquisition Division (LAD). Two of the twenty are owned by Fairfax County Park Authority. LAD continues to work with the owners of the eleven outstanding properties. The construction of this project requires the acquisition of Street Dedications, Dominion Easements, Cox Easements, Verizon Easements, Storm Drainage 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, as shown on the attached map to commence

Board Agenda Item
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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 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:

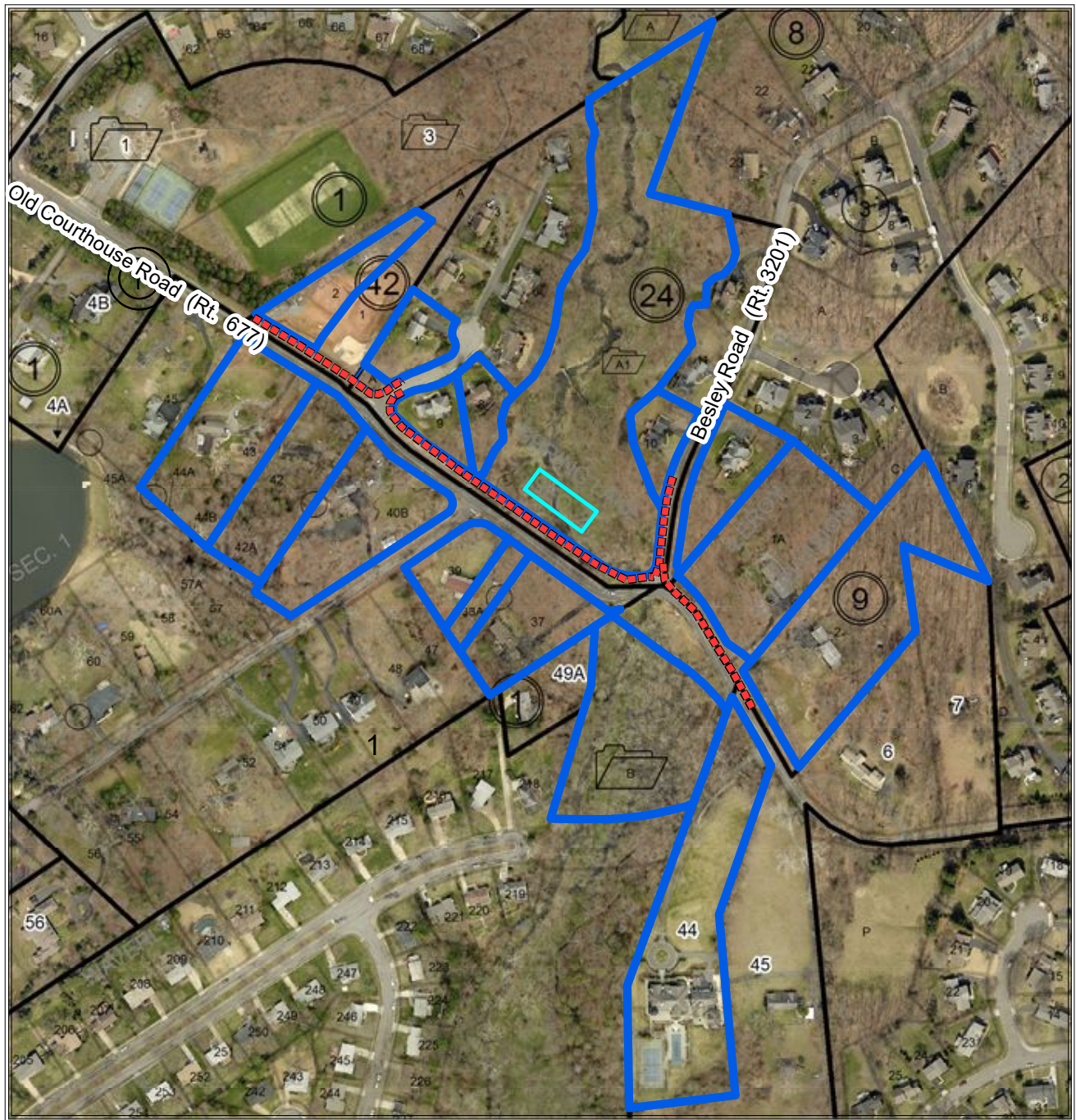
Attachment A - Project Location Map
Attachment B - Listing of Affected Properties

STAFF:

Rachel Flynn, Deputy County Executive
Christopher 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:

Pamela K. Pelto, Assistant County Attorney



OLD COURTHOUSE ROAD - BESLEY ROAD REALIGNMENT
Project 5G25-059-007

Hunter Mill District

Tax Map: 028-4

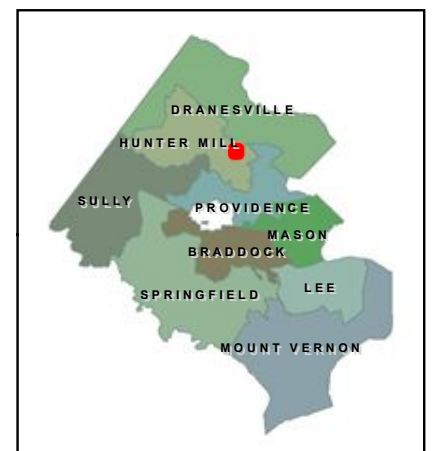
Affected Properties:



Proposed Improvements:



0 0.0375 0.075 0.15
Miles



ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project 5G25-059-007
Old Courthouse Road - Besley Road Realignment
(Hunter Mill District)

PROPERTY OWNERS

- | | |
|---|--------------|
| 1. Deshuang Zhang | 0284-42-0002 |
| Address:
9320 Old Courthouse Road, Vienna, VA 22182 | |
| 2. Nicole Ying Ying Zhang
Deshuang Zhang
Liang Hsin Alexander Hsiao | 0284-42-0001 |
| Address:
9318 Old Courthouse Road, Vienna, VA 22182 | |
| 3. Mary S. McDiarmid | 0284-07-0042 |
| Address:
9315 Old Courthouse Road, Vienna, VA 22182 | |
| 4. Ladislav Goc
Ivana Goc | 0284-24-0001 |
| Address:
1706 Burlwood Court, Vienna, VA 22182 | |
| 5. Ladislav Goc
Ivana Goc | 0284-24-A |
| Address:
1706 Burlwood Court, Vienna, VA 22182 | |
| 6. Christopher S. Todd
Christina Todd | 0284-07-0037 |
| Address:
9201 Old Courthouse Road, Vienna, VA 22182 | |
| 7. Rosemary Helou | 0284-24-0010 |
| Address:
1716 Besley Road, Vienna, VA 22182 | |

- | | |
|--|---------------|
| 8. Richard Hatheway
Lisa Davis | 0284-08-0002 |
| Address:
1723 Besley Road, Vienna, VA 22182 | |
| 9. Mary Jane Billinger | 0284-09-0001A |
| Address:
9144 Old Courthouse Road, Vienna, VA 22182 | |
| 10. Nandakumar Sreenivasan
Akila Vellingiri | 0284-09-0002 |
| Address:
9134 Old Courthouse Road, Vienna, VA 22182 | |
| 11. Cynthia Z. Stevens Copeland | 0284-24-0008 |
| Address:
1707 Burlwood Court, Vienna, VA 22182 | |

Board Agenda Item
October 19, 2021

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights
Necessary for the Construction of Wiehle Avenue at W&OD Trail (Hunter Mill District)

ISSUE:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of the 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 authorize advertisement of a public hearing November 9, 2021, at 4:00 p.m.

TIMING:

Board action is requested on October 19, 2021, to provide sufficient time to advertise the proposed public hearing on the acquisition of certain land rights necessary to keep this project on schedule.

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.

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

STAFF:

Rachel Flynn, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Carey F. Needham, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:

Pamela K. Pelto, Assistant County Attorney



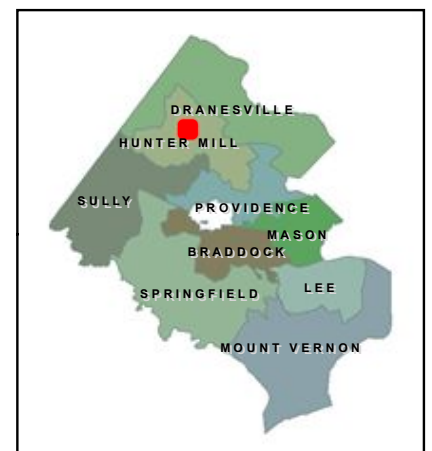
WIEHLE AVE @ W&OD TRAIL **Project 1400102-2013**

Hunter Mill District

Affected Properties:

Proposed Improvements:

0 5 10 20
Miles



ATTACHMENT B

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. David W. Baliles, Trustee under the David W. Baliles Trust dated December 1, 2005 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

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ADMINISTRATIVE - 4

Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 4, Article 23 of the Fairfax County Code

ISSUE:

Authorization to advertise a 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 the Board authorize advertisement of a public hearing on November 9, 2021, to consider adopting the proposed amendments to Chapter 4, Article 23 of the Fairfax County Code.

TIMING:

Board action is required on October 19, 2021, to provide sufficient time to advertise the public hearing at 4:30 p.m. on November 9, 2021.

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.

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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
16 **Section 4-23-1. – Board of Equalization filing deadline.**

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 _____
33 Jill G. Cooper
34 Clerk for the Board of Supervisors
35 Department of Clerk Services
36
37

ADMINISTRATIVE - 5

Approval of a “Watch for Children” Sign as Part of the Residential Traffic Administration Program – Wall Street (Hunter Mill 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 Wall Street (Hunter Mill 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 October 19, 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 1, 2021, FCDOT received verification from the Hunter Mill District Supervisor’s Office confirming community support for a “Watch for Children” sign on Wall Street.

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

ADMINISTRATIVE - 6

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Mount Vernon Boulevard (Mount Vernon District)

ISSUE:

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

RECOMMENDATION:

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

- Three speed humps on Mount Vernon Boulevard (Mount Vernon District)

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

TIMING:

Board action is requested on October 19, 2021, to allow the proposed measures to be installed as soon as possible.

BACKGROUND:

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

On August 31, 2021, FCDOT received verification from the Mount Vernon District Supervisor's office confirming community support for the Mount Vernon Boulevard traffic calming plan.

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FISCAL IMPACT:

Funding in the amount of \$30,000 is necessary to fund the traffic calming measures associated with this traffic calming project. Funds are currently available in Project 2G25-076-000, Traffic Calming Program, Fund 300-C30050, Transportation Improvements.

ENCLOSED DOCUMENTS:

Attachment I: Traffic Calming Resolution for Mount Vernon Boulevard
Attachment II: Traffic Calming Plan for Mount Vernon Boulevard

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)
TRAFFIC CALMING MEASURES
MOUNT VERNON BOULEVARD
MOUNT VERNON DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, October 19, 2021, at which a quorum was present and voting, the following resolution was adopted:

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

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

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

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

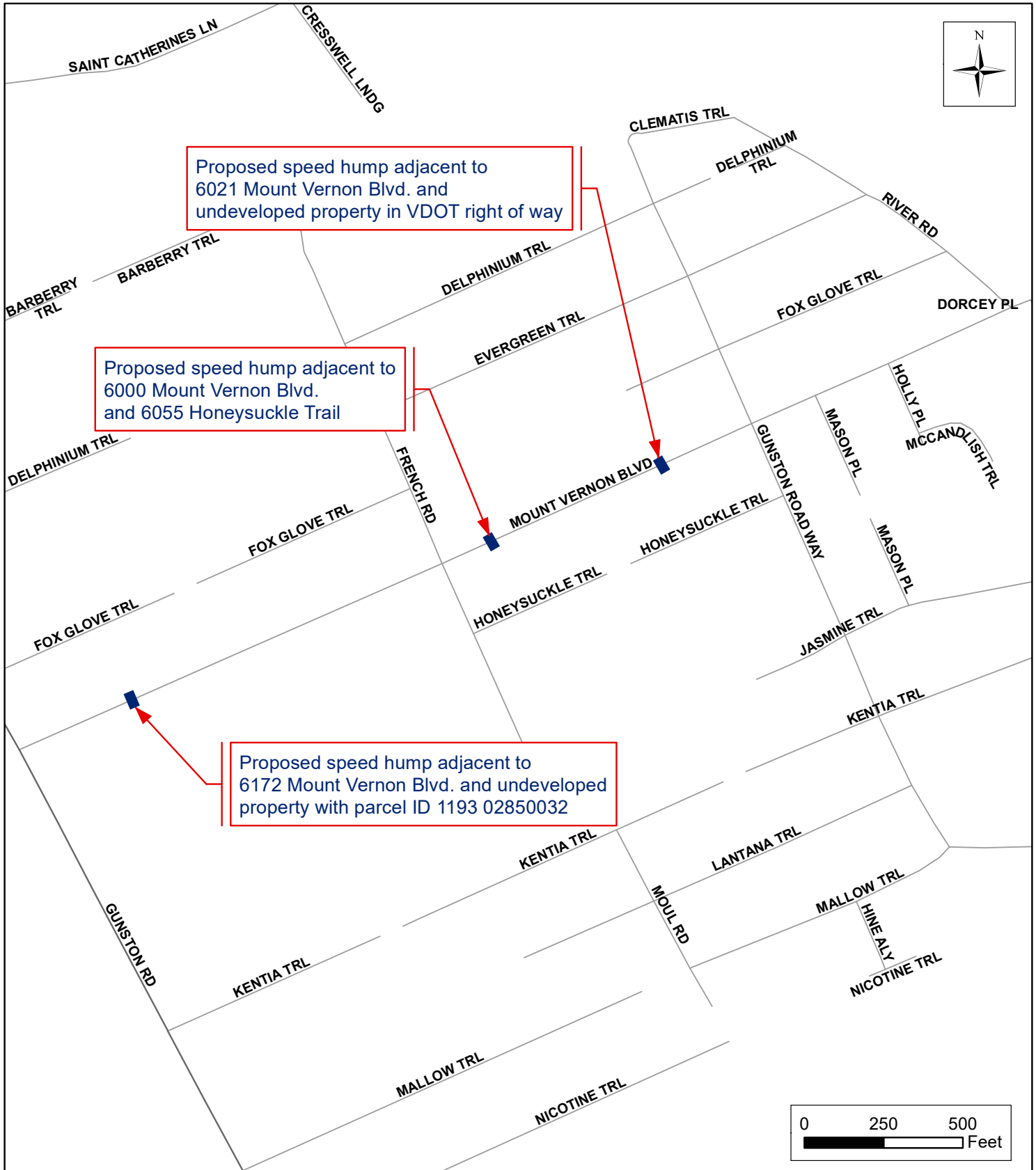
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 19th day of October, 2021.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 119-3, 119-4

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Mount Vernon Boulevard
Mount Vernon District**

September 2021



ADMINISTRATIVE - 7

Authorization for the Certification of Consistency with the Consolidated Plan as
Required by the U.S. Department of Housing and Urban Development in Order to
Apply for Continuum of Care Program Funding

ISSUE:

Board authorization is requested for the Certification of Consistency with the Consolidated Plan as required by the U.S. Department of Housing and Urban Development (HUD) in order to apply for Continuum of Care (CoC) Program funding. The Department of Housing and Community Development (HCD), Office to Prevent and End Homelessness (OPEH) coordinates one Continuum of Care Program application on behalf of various County agencies as well as Fairfax County non-profit organizations. HUD requires that the projects included in the CoC Program application be certified as consistent with the County's Consolidated Plan. Combating homelessness for both families and individuals is a high priority in the County's Five-Year Consolidated Plan for FY 2022-2026. The plan was approved by the Board on May 4, 2021. Therefore, the projects in the Continuum of Care Program application are consistent with this priority.

Total grant funding of \$10,747,930 will be requested to support a total of 22 homeless assistance projects and one homeless assistance planning project. While one Continuum of Care Program application is required to be submitted on behalf of both County agencies and Fairfax County non-profit organizations, funding is awarded directly to the County agency or non-profit organization administering the project. The County is applying for a total of four projects and non-profit organizations are applying for a total of 19 projects. Anticipated grant funding awarded directly to the County is included in the Federal-State Grant Fund as part of the FY 2022 Adopted Budget Plan. Therefore, staff will process these awards administratively in accordance with Board policy. However, if the actual County grant awards received are significantly different from what is included in the FY 2022 Adopted Budget Plan, another item will be submitted to the Board requesting appropriation of grant funds.

RECOMMENDATION:

The County Executive recommends that the Board certify that all projects included in the HUD Continuum of Care Program application are consistent with the Consolidated Plan. Upon Board approval, the County Executive will sign the "Certification of Consistency with the Consolidated Plan" form which is required by HUD when submitting the Continuum of Care Program application.

TIMING:

Board approval is requested on October 19, 2021.

BACKGROUND:

The Fairfax-Falls Church community has been very successful for more than two decades in applying for and receiving HUD Continuum of Care funds. These funds have contributed to the development of a core continuum of services to enable homeless families and individuals to move toward stable housing. The housing opportunities provided under the Continuum of Care grant funds play a critical role in achieving the metrics in the Fairfax County Housing Blueprint.

There are 19 existing projects that are eligible for renewal in the 2021 Continuum of Care application. All of these projects were included in the 2020 Continuum of Care award. In addition to the existing projects, non-profit organizations are applying for 3 new housing projects (2 permanent supportive housing projects for chronic homeless individuals and 1 rapid rehousing project for households with and without children experiencing homelessness as a result of domestic violence). The County is also applying for a CoC planning grant in the amount of \$277,145. This brings the total Continuum of Care applications to 23.

In summary, if awarded, Continuum of Care Program funding will provide the following:

- One year of continued funding of permanent supportive housing for 374 formerly homeless individuals with disabilities.
- One year of continued funding of permanent supportive housing for 22 families with a disabled head of household with minor children.
- One year of continued funding of rapid rehousing for both families and individuals, 11 households where the head of household is between the ages of 18-24, and an additional 66 households, all coming from emergency shelters, places not meant for human habitation, or fleeing domestic violence.
- One year of funding for 2 new projects providing permanent supportive housing to approximately 17 chronically homeless individuals and rapid rehousing for 47 households with and without children experiencing homelessness as a result of domestic violence.
- One year of funding to support continued planning efforts and HUD compliance for our homeless service delivery system.

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Attachment 1 summarizes the Continuum of Care Program applications, with projects sponsored by County agencies listed first followed by those sponsored by non-profit organizations.

FISCAL IMPACT:

Total Continuum of Care Program funding of \$10,747,930 will be requested and supports a total of 23 homeless assistance projects. Funding is awarded directly to the County agency or non-profit organization administering the project. Anticipated grant funding awarded directly to the County is included in the Federal-State Grant Fund as part of the FY 2022 Adopted Budget Plan. Therefore, staff will process these awards administratively in accordance with Board policy. However, if the actual County grant awards received are significantly different from what is included in the FY 2022 Adopted Budget Plan, another item will be submitted to the Board requesting appropriation of grant funds. The CoC match requirement of 25 percent is met utilizing in-kind resources and/or the non-profit organization provides the cash match for individual projects. No County Local Cash Match is included in the Federal-State Grant Fund.

POSITIONS:

County grant funding will be used to support 2/2.0 FTE existing grant positions. The County has no obligation to continue funding these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – HUD 2021 Continuum of Care Grant Applications

Attachment 2 – Certification of Consistency with the Consolidated Plan

STAFF:

Chris Leonard, Deputy County Executive

Tom Fleetwood, Director, Department of Housing and Community Development (HCD)

Thomas Barnett, Deputy Director, HCD, Office to Prevent and End Homelessness (OPEH)

HUD 2021 CONTINUUM OF CARE GRANT APPLICATIONS

	#	Agency & Project Name	Project Description	HUD Funding
Grants Sponsored by County Agencies	1	DHCD/Pathway Homes DHCD/Pathway Homes SPC 1C	<i>Renewal (04/2021 – 03/2022)</i> – 29 leased units providing permanent supportive housing for 34 formerly homeless individuals with severe mental illness.	\$581,665
	2	DHCD/Pathway Homes DHCD/Pathway Homes SPC 9C	<i>Renewal (08/2021 – 07/2022)</i> – 22 leased units providing permanent supportive housing for 25 formerly homeless individuals with severe mental illness.	\$419,474
	3	DHCD/Pathway Homes DHCD/Pathway Homes SPC 10C	<i>Renewal (06/2021 – 05/2022)</i> – 50 leased units providing permanent supportive housing for 59 formerly homeless individuals with severe mental illness.	\$945,199
	4	Office to Prevent and End Homelessness Planning Grant	<i>One year of funding (08/2021 – 09/2022)</i> – to support continued planning efforts and HUD compliance for our homeless service delivery system.	\$277,145
Grants Sponsored by Non-Profit Agencies	5	Pathway Homes 1991 Pathway Homes SHP	<i>Renewal (01/2022 – 12/2022)</i> – 7 owned units providing permanent supportive housing for 16 formerly homeless individuals with severe mental illness.	\$401,676
	6	Pathway Homes 1994 Pathway Homes SHP	<i>Renewal (07/2021 – 06/2022)</i> – 7 owned units providing permanent supportive housing for 17 formerly homeless individuals with severe mental illness.	\$245,828
	7	Pathway Homes 1995 Pathway Homes SHP	<i>Renewal (02/2021 – 01/2022)</i> – 4 owned units providing permanent supportive housing for 14 formerly homeless individuals with severe mental illness.	\$326,788
	8	Pathway Homes 2007 Pathway Homes SHP	<i>Renewal (12/2021 – 11/2022)</i> – 7 leased units providing permanent supportive housing for 7 formerly chronically homeless individuals with severe mental illness.	\$198,468
	9	Pathway Homes 2009 Pathway Homes SHP	<i>Renewal (11/2021 – 10/2022)</i> – 7 leased units providing permanent supportive housing for 7 formerly chronically homeless individuals with severe mental illness.	\$198,098
	10	Pathway Homes 2011 Pathway Homes SHP	<i>Renewal (09/2021 – 08/2022)</i> – 10 leased units and 1 leased group home providing permanent supportive housing for 25 formerly homeless or chronically homeless individuals with severe mental illness.	\$401,646
	11	Pathway Homes 2014 Pathway Homes SHP	<i>Renewal (08/2021 – 07/2022)</i> – 50 leased units providing permanent supportive housing for 55 chronically homeless individuals with severe mental illness.	\$1,444,844
	12	Pathway Homes 2015 Pathway Homes SHP	<i>Renewal (11/2021 – 10/2022)</i> – 22 leased units providing permanent supportive housing for 22 formerly chronically homeless individuals with severe mental illness.	\$618,484
	13	FACETS TRIUMPH PSH	<i>Renewal (02/2021 – 01/2022)</i> – 7 leased units providing permanent supportive housing for 9 formerly chronically homeless individuals.	\$198,326

HUD 2021 CONTINUUM OF CARE GRANT APPLICATIONS

#	Agency & Project Name	Project Description	HUD Funding
14	FACETS TRIUMPH III PSH	<i>Renewal (11/2021 – 10/2022)</i> – 25 leased units providing permanent supportive housing for 32 formerly chronically homeless individuals.	\$739,683
15	FACETS Linda's Gateway PSH	<i>Renewal (10/2021 – 09/2022)</i> – 2 leased group homes providing permanent supportive housing for 12 formerly chronically homeless individuals and 2 leased units providing permanent supportive housing to 2 chronically homeless families.	\$454,925
16	New Hope Housing PSH Group Homes	<i>Renewal (08/2021 – 07/2022)</i> – 2 group homes (one leased and one owned) providing permanent supportive housing for 16 formerly chronically homeless individuals. (Max's Place and Gartlan House were consolidated into PSH Group Homes.)	\$376,171
17	Second Story (Abused and Homeless Children's Refuge) Rapid Rehousing for Transition Age Youth	<i>Renewal (12/2021 – 11/2022)</i> – Rapid Rehousing (rental assistance and supportive services) for 11 households for those between the ages of 18 and 24, with and without accompanying children.	\$221,636
18	Shelter House Rapid Re-Housing Project	<i>Renewal (10/2021 – 09/2022)</i> – Rapid Rehousing (rental assistance and supportive services) for 30 households, both families and individuals.	\$466,790
19	Shelter House RISE	<i>Renewal (08/2021 – 07/2022)</i> – 20 leased units providing permanent supportive housing for 20 formerly homeless families with a disabled head of household.	\$594,200
20	Shelter House Rapid Re-Housing Project for Victims of Domestic Violence	<i>Renewal (12/2021 – 12/2022)</i> – Rapid Rehousing (rental assistance and supportive Services) for 33 households, including individuals and families.	\$404,250
21	Pathway Homes 2021 Pathway Homes SHP	<i>New</i> – 8 leased units providing permanent supportive housing for 8 formerly chronically homeless individuals with severe mental illness.	\$230,954
22	Pathway Homes 2021 Pathway Homes SHP 2	<i>New</i> – 8 leased units providing permanent supportive housing for 8 formerly chronically homeless individuals with severe mental illness.	\$230,954
23	Shelter House Rapid Re-Housing Project for Victims of DV Expansion	<i>New</i> – Rapid Rehousing (rental assistance and supportive Services) for 47 households, including individuals and families.	\$770,726
TOTAL			\$10,747,930

**Certification of Consistency
with the Consolidated Plan****U.S. Department of Housing
and Urban Development****Attachment 2**

I certify that the proposed activities/projects in the application are consistent with the jurisdiction's current, approved Consolidated Plan.
Please clearly print the following information:)

ApplicantName: Fairfax County CoC

ProjectName: List Attached

Location of the Project: Fairfax County, VA

Name of the Federal
Program to which the
applicant is applying: HUD CoC Program

Name of
Certifying Jurisdiction: Fairfax County, VA

Certifying Official
of the Jurisdiction
Name: Bryan J. Hill

Title: County Executive

Signature: _____

Date: _____

**Attachment to Form HUD-2991
Certification of Consistency with the Consolidated Plan
2021 Fairfax County Continuum of Care (CoC)
Grant Process Applicant and Project Names**

FEDERAL PROGRAM: Continuum of Care Program

Applicant and Project Name:

1. Fairfax County Dept. of Housing and Community Development; DHCD/Pathway Homes SPC 1C
2. Fairfax County Dept. of Housing and Community Development; DHCD/Pathway Homes SPC 9C
3. Fairfax County Dept. of Housing and Community Development; DHCD/Pathway Homes SPC 10C
4. Fairfax County Office to Prevent and End Homelessness; Planning Grant
5. FACETS, Inc.; TRIUMPH Permanent Supportive Housing
6. FACETS, Inc.; TRIUMPH III Combined Renewal FY19
7. FACETS, Inc.; Linda's Gateway
8. Pathway Homes, Inc.; 1991 Pathway Homes SHP
9. Pathway Homes, Inc.; 1994 Pathway Homes SHP
10. Pathway Homes, Inc.; 1995 Pathway Homes SHP
11. Pathway Homes, Inc.; 2007 Pathway Homes SHP
12. Pathway Homes, Inc.; 2009 Pathway Homes SHP
13. Pathway Homes, Inc.; 2011 Pathway Homes SHP
14. Pathway Homes, Inc.; 2014 Pathway Homes SHP
15. Pathway Homes, Inc.; 2015 Pathway Homes SHP
16. New Hope Housing, Inc.; PSH Group Homes
17. Second Story (Abused and Homeless Children's Refuge); Rapid Rehousing for Transition Age Youth
18. Shelter House Inc.; Domestic Violence Rapid Re-Housing Project
19. Shelter House Inc.; Rapid Re-Housing Project
20. Shelter House Inc.; RISE
21. Pathway Homes, Inc.; 2021 Pathway Homes SHP
22. Pathway Homes, Inc.; 2021 Pathway Homes SHP 2
23. Shelter House Inc.; Domestic Violence Rapid Re-Housing Project Expansion

Name of Certifying Jurisdiction: Fairfax County, Virginia

Certifying Official Name and Title: Bryan J. Hill, County Executive

Signature: _____ **Date:** _____

ADMINISTRATIVE - 8

Authorization to Advertise 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

ISSUE:

Board authorization to advertise a public hearing on 64 redistricting alternatives developed by the 2021 Redistricting Advisory Committee and members of the public.

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to advertise a public hearing at 3:00 p.m. on November 9, 2021, to consider 64 alternative plans prepared by the 2021 Redistricting Advisory Committee and members of the public.

TIMING:

Immediate Board action is recommended so a public hearing can be held on November 9.

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. 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. 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.

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

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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 options 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, 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 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, this public outreach and engagement has resulted in the submission of 64 redistricting plans for the Board's consideration.

The Committee held 12 meetings 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. The members of the Committee have now proposed a total of 24 different redistricting plans for the Board's consideration. Their plans include 13 nine-district plans, 10 ten-district plans, and one eleven-district plan.

Public participation through the website portal was also robust. Hundreds of public accounts were established. Members of the public ultimately submitted 40 plans through the public portal, including 19 nine-district plans, 15 ten-district plans, and six

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eleven-district plans. All of the plans submitted through the portal were available to the Committee for its consideration.

All 64 of these plans are available at <https://www.fairfaxcounty.gov/redistricting/>. Staff recommends that the Board authorize the advertisement of a public hearing to consider all 64 of the redistricting alternatives. The Committee is assembling all of the plans into a report. The Committee will provide its report to the Board of Supervisors as soon as the report is complete.

Because of the large number of proposed redistricting alternatives to be considered at the public hearing, staff proposes to seek a separate Board authorization on November 9, at the conclusion of the public hearing, to advertise the Board's intention to adopt an ordinance on December 7. Virginia law requires the adoption of redistricting plans by ordinance, but it does not require the Board to hold another public hearing. Accordingly, staff will recommend that the matter be advertised and scheduled as a "decision only" item on December 7. 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/>

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, DMB
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

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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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ACTION - 1

Approval of a Parking Reduction for the Commonwealth Centre Multifamily Development (Sully District)

ISSUE:

Board of Supervisors (Board) approval of an overall 12.5 percent reduction (71 fewer spaces) of the required parking for the Commonwealth Centre development, mid-rise multifamily building, Tax Map 44-1 ((1)) 6C (Property).

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction for the Commonwealth Centre development, mid-rise multifamily building, pursuant to Paragraph 6.G. of Section 6100 of the Fairfax County Zoning Ordinance (Ordinance) based on the unique characteristics of the use as demonstrated in the parking study #6178-PKS-006, subject to the conditions in Attachment I.

TIMING:

Board action is requested on October 19, 2021.

BACKGROUND:

The Property is subject to proffers and conditions associated with PCA/CDPA/FDPA 2006-SU-025-05, scheduled for public hearing today. The proffers anticipate the applicant's pursuit of a parking reduction for this development. The zoning amendment allows the construction of a 355-unit mid-rise multifamily building and 81 triplex-type residential units. The parking reduction is for the multifamily building only.

The applicant is requesting a reduction of the required parking rate from 1.6 spaces per dwelling unit to 1.4 spaces per dwelling unit. The minimum number of code-required spaces is 568. With the reduction, the minimum number of required spaces is 497. The proposed parking supply includes 478 garage spaces and 22 spaces along a private street in front of the building for a total of 500 spaces. There are an additional 34 spaces available along the private streets within the development, including the triplex units. Use of the spaces along the private streets that are not allocated to the mid-rise building will be governed by future agreements between the mid-rise building owner(s) and the triplex unit's owner(s). Some of these spaces may be available for use by residents of and/or visitors to the mid-rise building.

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The request for a reduction is based on the unique characteristics of the use that result in a reduced parking demand. The following factors were considered:

- The site is in a mixed-use development that contains a Wegmans grocery store, service retail, several restaurants, offices, and other residential development adjacent to and walkable from the site.
- Proffered additional pedestrian safety enhancements will increase walkability to and from the site.
- Bus service adjacent to the site provides access to Fair Lakes Shopping Center, Fair Oaks Mall, and the Vienna Metro Station.
- Although the site doesn't currently meet the requirements for a reduction based on proximity to mass transit, the site is located along the Route 28 corridor. It is anticipated that mass transit opportunities along the Route 28 corridor will expand in the coming years.
- The approved rezoning commits to a Transportation Demand Management program.
- Workforce and affordable housing units for the site are concentrated in the mid-rise building.
- Seventy-five percent of the units will have only one-bedroom.

The synergy between the site and the adjacent uses and the mid-rise building's characteristics combine to reduce car ownership and, thus, parking demand. This combination of characteristics supports the proposed parking reduction. A comparison of the code-required parking and the proposed parking at full buildout is summarized in Table 1.

Table 1. Comparison of Code Required and Proposed Parking

Land Use	No. of Units	Rate Required by Code	Code Required Parking Number of Spaces	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
Multifamily (Mid-rise Building)	355	1.6 spaces/unit	568	1.4 spaces/unit	497	12.5%

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

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FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Parking reduction conditions dated October 19, 2021
Attachment II – Parking reduction request (6178-PKS-006) from Wells and Associates dated August 20, 2020, revised to July 26, 2021

STAFF:
Rachel Flynn, Deputy County Executive
William D. Hicks, P.E., Director, Department of Land Development Services (LDS)
Jan Leavitt, Chief, Site Code Research and Development (SCRD), LDS
Michael Davis, Parking Program Manager, SCR D, LDS

ASSIGNED COUNSEL:
Patrick V. Foltz, Assistant County Attorney

PARKING REDUCTION CONDITIONS

October 19, 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. 44-1 ((1)) 6C.
2. Off-street parking for the use designated below must be provided at the following minimum parking rate:
 - Multifamily Residential (mid-rise building): 1.4 spaces/dwelling unit for a maximum of 355 units
3. A minimum of 22 spaces along the mid-rise building’s frontage on the private streets identified as streets B & C on the approved development plan CDPA/FDPA 2006-SU-025-05 will be reserved for use by the building’s residents and/or visitors.
4. If the site is developed in substantial conformance with the approved development plan and associated rezoning application PCA/CDPA/FDPA 2006-SU-025-05, this parking reduction will remain in effect.
5. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services (Director) for approval.
6. 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 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Zoning Ordinance.
7. 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.
8. 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.
9. 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 reduction request will expire without notice six months from its approval date.

WELLS + ASSOCIATES**MEMORANDUM**

11220 Assett Loop
Suite 202,
Manassas, VA 20109
703-365-9262
WellsandAssociates.com

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

FROM: Kevin R. Fellin, P.E.

SUBJECT: Parking Reduction Request

RE: Commonwealth Centre – Land Bay A; Tax Map: 44-1 ((1)) 6C, 6H3

DATE: August 20, 2020
Revised June 01, 2021
Revised July 26, 2021

The purpose of this memorandum is to update the previous submission a formal parking reduction request to Fairfax County’s Parking Program Manager. This update provides additional justification for the parking reduction request based on the site’s “unique characteristics of the proposed use(s)” based on its location within a vibrant mixed-use center that supports pedestrian/bicycle connectivity and is served by public transit. The overall parking reduction request from 1.6 spaces per DU to 1.4 spaces per DU remains the same. The subject parking reduction request is being filed coincident with a Proffered Condition Amendment (PCA), Conceptual Development Plan Amendment (CDPA), and Final Development Plan Amendment (FDPA) application (the “Application”).

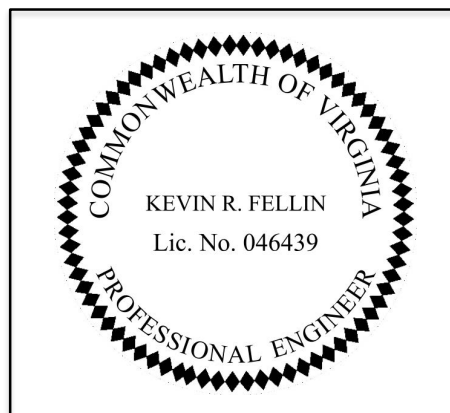
Pre-Submission

Meeting: A pre-submission meeting occurred on Thursday, April 30, 2020 via video conference. Updated program information was submitted via email on May 20, 2020 and again on August 13, 2020. Additional supporting coordination was provided the County’s parking coordinator in an email dated July 21, 2021.

Parking Reduction

Request: Reduce the County-wide Code minimum parking requirement for the site’s multi-family building from 1.6 spaces per DU to 1.4 spaces per DU.

Professional Engineers Seal



WELLS + ASSOCIATES

MEMORANDUM

Applicant(s): Toll Mid-Atlantic LP Company, Inc. and JLB Realty LLC

**Filed Concurrently
with Application #:** PCA 2006-SU-025-05, CDPA 2006-SU-025-03, FDPA 2006-SU-025-05

Site Location: The Property is located within Commonwealth Centre, a mixed-used development situated in the northeast quadrant of the Sully Road (Route 28)/Westfields Boulevard (Route 662) interchange. Specifically, the Property is located along the western side of Newbrook Drive, an internal “loop” road that connects Newbrook Drive to Westfields Boulevard at two (2) locations within the Sully Magisterial District in Fairfax County, Virginia. **See Attachment 1**

Tax Map #: Tax Map: 44-1 ((1)) 6C, 6H3 ****Parking reduction limited to Parcel 6C only****

Parcel Size: ±8.99 Acres

Building Use/Size: Approved/Unbuilt Use to Be Replaced: 165,000 gross square feet (GSF) office Building [Site Plan #6178-SP-091, Building #3]

Proposed Uses: ±436 dwelling units (DU)

- ±81 tri-plex DUs [Toll Mid-Atlantic LP Company]
- ±355 multi-family (MF) DUs in a mid-rise building [JLB Realty LLC]

Proposed Layout: **See Attachment 2** (Full Size Plan Sheets: CDPA/FDPA)

**Proposed Uses
Subject to**

Parking Reduction: ±355 MF DUs in a mid-rise building (JLB Realty LLC)

- Studio/1 Bedroom MF DUs = ±259 DUs (73%)
- 2 Bedroom MF DUs = ±96 DUs (27%)
- 3+ Bedroom MF DUs = 0 DUs (0%)

Background: Commonwealth Centre consists of approximately 101 acres and is comprised of six (6) land bays (A through F). Land Bay A is partially developed with two office buildings and a parking structure totaling approximately 325,000 GSF. The subject residential uses will replace a third office building that was approved in Land Bay A but has not been constructed. Land Bays B and C, now known as The Field at Commonwealth, includes a retail sales-large establishment (Wegmans) and complementary retail/restaurant uses collectively totaling 186,000 GSF. Land Bay D is approved for a mix of retail/restaurant/movie theatre and residential uses up to 650,000 GSF.

WELLS + ASSOCIATES

MEMORANDUM

Zoning District: The referenced property is currently zoned PDC (Planned Development Commercial District) that permits a mixed-use development comprised of office, retail, and residential uses.

Zoning Application: In order to further enhance this portion of the Dulles Suburban Center as a more vibrant, mixed use center for living, working, shopping, and socializing, the Applicants propose to substitute, the approved, unbuilt, office building in Land Bay A, for a multi-family building and tri-plex units. The addition of a mid-rise multi-family building and tri-plex units in Land Bay A, combined with the approved Wegmans and other complementary retail/restaurant uses and residential uses in Land Bays B, C and D, will enable Commonwealth Centre to become a significant village center with day/night activities and a major focal point for the Dulles Suburban Center.

**Existing Parking
Reductions:**

There are no existing parking reductions in place for any of the existing or approved/unbuilt uses associated with Commonwealth Centre - Land Bays A to F.

**Transit Station
Area (TSA):**

The subject site is not located within a County designated TSA.

**Parking
Requirement:**

Code: Based on strict application of the zoning ordinance, the minimum parking requirement for the proposed 458 DUs (86 tri-plex DUs + 355 multi-family DUs) is:

- 81 tri-plex DUs x 1.6 spaces per DU = 129.6 spaces
- 355 MF DUs x 1.6 space per DU = 568.0 spaces
- Total = 698 spaces**

Proposed: The proposed minimum parking requirement for the subject 458 DUs is:

- 81 tri-plex DUs x 1.6 spaces per DU = 129.6 spaces (0 fewer spaces or 0% red)
- 355 MF DUs x 1.4 space per DU = 497 spaces (71.0 fewer spaces or ±12.5% red)
- Total = 627 spaces (71 fewer spaces or ±10.2% reduction)**

MEMORANDUM

Multi-family Parking Requirement Comparison (Proposed vs TSA vs ITE)

Proposed Parking Ratios = +497.0 spaces (or ± 1.4 spaces per DU)

- Studio/1 Bedroom MF DUs = 259 DUs x 1.4 spaces per DU = 362.6 spaces
- 2 Bedroom MF DUs = 96 DUs x 1.4 spaces per DU = 134.4 spaces

TSA Parking Ratios = +480.7 spaces (or ± 1.35 spaces per DU)

(For Comparison Purposes Only)

- 0-1 Bedroom MF DUs = 259 DUs x 1.3 spaces per DU = 336.7 spaces
- 2 Bedroom MF DUs = 96 DUs x 1.5 spaces per DU = 144.0 spaces

ITE Parking Ratios* = +451.0 spaces (or ± 1.27 spaces per DU)

(For Comparison Purposes Only)

- General Urban/Suburban – Not within $\frac{1}{2}$ mile of rail transit
 - 259 1-Bedroom MF DUs x 1 bed x 1 space per bedroom = 259.0 spaces
 - 96 2-Bedroom MF DUs x 2 beds x 1 space per bedroom = 192.0 spaces

* *Obtained from the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th Edition.*

Parking Supply: The parking supply will be equal to or greater than the proposed minimum required spaces and be provided through a combination of 1) tri-plex unit garages and/or driveway spaces 2) structured garage spaces, 3) and surface parking spaces. The structured garage parking spaces would be exclusive to the MF units.

Parking Reduction

Request Basis: Article 6 – 6100.6.G Other Parking Reductions

“For reductions that are not eligible for consideration under other provisions of this Ordinance, the Board may, subject to appropriate, reduce the total number of parking spaces required when the applicant has demonstrated to the Board’s satisfaction that, due to the unique characteristics of the proposed use(s), the spaces proposed to be eliminated for the site are unnecessary and such reduction in parking spaces will not adversely affect the site or the adjacent area.”

Unique

Characteristics: The site’s unique characteristics are comprised of the following elements that make this project ideal for a parking reduction.

A) Mixed Use Development. The subject site is located within a vibrant mixed-use center known as the Commonwealth Centre or also known as “The Field at Commonwealth”.

MEMORANDUM

Attachment 3 to this document is the overall open space plan that provides a block-by-block overview of the Commonwealth Centre including its specific uses, open space, and outdoor dining opportunities. The Commonwealth Centre is zoned to the PDC District pursuant to RZ 2006-SU-025, which was subsequently amended in 2007, 2009, 2015, and most recently in 2017 with PCA 2006-SU-025-03. The mixed-use development consists of four land bays - Land Bays A, B, C and D.

The existing Land Bay B/C shopping center uses are anchored by Wegmans and complemented by various uses that include Peet's Coffee and Tea, Fierce OM Yoga Studio, Lazy Dog Restaurant and Bar, CAVA Mezza Grill, Chipotle, crumbl cookies, Gusto Farm to Street, the Habit Burger Grill, Mellow Mushroom, Myeyedr, Chantilly Modern Dentistry, The UPS Store, Verizon, and others.

Land Bay D is approved for townhomes and multi-family units ("stacked townhomes") and approximately 100,000 SF of commercial uses (theater, financial institution with drive-through, retail and restaurant uses). The Land Bay D residential uses are currently under construction.

The subject residential site is located within Land Bay A that includes two (2) existing office buildings that will remain with a cumulative floor area of approximately 325,000 SF.

The nature of this mixed-use center supports a residential parking reduction by virtue of internal market support that fosters work where you live opportunities. This is further supported by convenient and safe pedestrian access to resident daily needs via the Wegmans supermarket and the other abundant shopping center uses that are located a short walkway.

B) Pedestrian and Bicycle Facilities. As part of the concurrent zoning application, the project will enhance the bicycle and pedestrian network. This includes:

- Painting new crosswalk(s) across Newbrook Drive and Wegmans entrance
- Installing Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossing signs
- Removing pedestrian sight distance obstacles
- Installing Advanced Warning Pedestrian Signs
- Installing new speed limit signs to reduce the posted speed limit to 25 miles per hour
- Constructing an asphalt shared use trail along the property's frontage that will connect to an existing trail system
- Installing a decorative, stamped asphalt pavement in the intersection of Newbrook Drive and the Wegmans entrance.

MEMORANDUM

The site's overall pedestrian circulation plan is included as **Attachment 4**.

The overall Westfields area is also well served by a comprehensive network of sidewalks and asphalt (regional) trails that provide connectivity to the immediate region and its amenities (e.g. Sully District Station, Sully Station Shopping Center, Flat Lick Stream Valley Park, Ellanor C Lawrence Park). This includes on-road bicycle lanes where Westfields Boulevard becomes Walney Road to the north which then transitions to existing and future asphalt trails to the south and west along Westfields Boulevard where it approaches the Sully Road/Westfields Boulevard interchange.

- C) **Location Within the Greater Westfields Business Area.** Beyond the existing two (2) office buildings located immediately adjacent to the site, the subject site is also located within a mile of a multitude of existing office buildings located on the southside of Westfields Boulevard that could support additional employment opportunities for residents who choose to live near work that further reduces vehicle ownership.
- D) **Public Transit Services.** The Property is located within 1/4 to 1/3 mile of multiple bus stops serving, specifically, two Fairfax Connector routes. The location of these stops are shown in **Attachment 5**. These routes include the following:

- Route 640 – “Stone Road-Centreville North”
- Route 632 – “Stringfellow Road – Centreville”

As shown on Figure 1, a bus stop serving both routes is located along Westfields Boulevard. The Fairfax Connector route maps and timetables are also provided in **Attachment 5** as well as a table that summarizes the operational characteristics of these two routes.

Express Service. Express bus service is a type of fixed route that picks up passengers at a suburban location and takes them to a single urban location and/or mass transit facility. These routes have limited stops and utilize highways. Route 632 provides this type of express service while Route 640 offers more local service, although both routes provide connectivity to metrorail with similar ride times during the weekday commuter peak periods. **Attachment 5** includes a figure that depicts the bus routes between the Property and the Vienna/Fairfax-GMU Station.

Route 632 provides direct service to the station via Interstate-66. Route 640 follows a more local path to the station, including stops in the commercial/population areas of Sully Station, Centreville, and Fair Lakes. The ride

MEMORANDUM

time to/from the Vienna/Fairfax-GMU Station during the peak commute periods would be 25 to 34 minutes utilizing either bus route. The travel time is anticipated to decrease upon completion of the I-66 express lanes that may afford express travel to/from the Vienna/Fairfax-GMU Station. As demonstrated, the site is well served by bus transit and regional mass transit through Fairfax Connector and Metrorail service. These services lessen the reliance on individual auto ownership, thus reducing the parking demand associated with the new uses.

According to the Fairfax County *Transit Development Plan (TDP)*, dated March 2016, the report recommends that implementation of increased/enhanced service for Route 632, among others, should be implemented as ridership approaches capacity of the route. Furthermore, Route 632 was listed as part of the Transportation Priorities Plan (TPP) Vienna Metrorail Feeder Bus Service Expansion project. Based on this information, bus service proximate to the site is anticipated to improve/increase in the foreseeable future, assuring the continued availability of bus transit facilities for residents of the subject site. As noted previously, bus service will continue to improve once the I-66 Express Lane project is complete.

Future Newbrook Drive Bus Service. In anticipation of expanded public bus service within Commonwealth Centre, a bus shelter has already been constructed on Newbrook Drive adjacent to the Wegmans entrance which is located immediately across the street from the subject Land Bay A residential uses.

- E) **Transportation Demand Management (TDM).** In conjunction with the proposed multi-family residential use, a TDM program is proffered by the Applicant in general accordance with the County's TDM Policy that will apply specifically to the multi-family building, which is the subject of this parking reduction request. The TDM program, once established, is intended to reduce peak hour vehicle trips. TDM strategies would include resident information that would encourage public transit and create network opportunities to encourage ridesharing. Parking management would be supported by TDM in order to most effectively make efficient use of the available parking supply. The parking spaces associated with the multi-family residential units will be unbundled from the base unit rental fee by providing each new tenant an option to rent a parking space(s) at an additional cost.
- F) **On-Street Parking Spaces.** The multi-family residential garage will provide approximately 478 of its proposed 497 space requirement. The approximate 19 remaining required spaces would be provided with the on-site, on-street parking spaces. As shown in **Attachment 2** (CDPA/FDPA), under the ultimate build out of the Land Bay A residential uses, the site will provide approximately 56 on-street parking spaces that will further supplement the multi-family parking garage.

MEMORANDUM

- G) Bicycle Parking.** The proposed multi-family building will feature extensive bicycle storage facilities. The building will contain space for 98 bicycles to be stored in an enclosed Bike Storage Room. There will also be 14 private lockers for bicycle storage (a total interior storage capacity of 112 bicycles). The Fairfax County Bicycle Parking Guidelines dated February 2017 recommends for multi-family building located outside of Tysons and established Transit Station Areas (TSAs) to provide bicycle parking for one short-term (visitor) space per 50 units (or portion thereof) and one long-term space per 10 units or portion thereof. By these recommendations, the 355-unit site should provide 8 visitor spaces and 36 long-term spaces (a total of 44 spaces). The provided bicycle parking capacity exceeds these recommendations by 68 spaces.
- H) Affordable and Workforce Dwelling Units.** Affordable dwelling units (ADU) will be provided in accordance with the Zoning Ordinance where all ADUs for the entire development (multi-family and triplex units) will be provided in the subject multi-family building. In addition to any ADU, the project must also provide Workforce dwelling units (WDU) in accordance with the Board's Work Force Unit Administrative Guidelines.

Other Factors:

National Parking Data. According to the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th Edition, it states a project's bedroom unit mix correlates to parking demands where ITE continues to seek parking studies that include the number of bedrooms. Below is an excerpt from ITE:

"It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e. number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building."

Proposed Unit Mix: Where the zoning ordinance's County-wide minimum parking ratio for multi-family units (1.6 spaces per DU) contemplates a mix of 0 to 1-bedroom, 2-bedroom, and 3+ bedroom units; the multi-family portion of the subject proposal seeks a parking reduction based on its bedroom unit mix consisting predominately of 0-1 bedroom units and zero 3+ bedroom units. See below:

- **73%** Studio/1 Bedroom MF DUs (259 DUs)
- **27%** 2 Bedroom MF DUs (96 DUs)
- **0%** 3+ Bedroom MF DUs (0 DUs)

MEMORANDUM

The ITE Parking Generation Manual, 5th Edition was published in 2019 to provide additional information to assist analysts to forecast parking demands. It provides various parking ratios for specific land uses that were developed through numerous data collection efforts that were compiled nationwide. As such, ITE published a parking supply ratio of one (1) space per bedroom for mid-rise multi-family housing sites that are considered “General Urban/Suburban – Not within ½ mile of rail transit”. When ITE’s parking supply ratio was applied to the proposed unit mix [73% 1-BR/27%-2BR, see “Parking Requirement” section above], the resulting overall parking ratio of 1.27 spaces per dwelling unit would be required to supply the subject unit mix. This equates to approximately 0.13 fewer spaces per dwelling unit than currently proposed.

Fairfax County DPD Support. In review of the pending zoning application, the subject parking reduction request has received support from the Department of Planning & Development staff.

Impact to the Adjacent Area:

The County’s Zoning Ordinance states a parking reduction “*will not adversely affect the site or the adjacent area.*” Given the parking reduction is based various unique characteristics as described above as well as a favorable bedroom unit mix; it is not anticipated the approximate 12.5 percent multi-family (10.2 percent overall) parking reduction would have any adverse impact to the adjacent properties.

The adjacent uses in the area include two (2) existing office buildings located to the northeast that were constructed with excess parking in a combination of surface and structured parking. The office parking spaces positioned nearest to the proposed residential project are located in the periphery to the office buildings’ doorways making them the most underutilized spaces. Though it is not anticipated that residential or office users would park in each other’s parking areas, the office and residential uses have peak parking demands that typically occur at different times. For example, when the residential reaches its peak parking demand during weekday evenings and weekend, the office building realizes its lowest demands.

The adjacent retail area to the north/northwest of the subject site includes an existing Wegmans store and complementary retail/restaurant uses (The Field at Commonwealth). Retail parking is typically signed and monitored to restrict non-retail users from parking in its spaces over the long term.

WELLS + ASSOCIATES

MEMORANDUM

Please see the contact information below if you have any questions or might require any additional materials.

Contact

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martym@jlbpartners.com
240-223-5358














Attachment 1
Site Location Map



NORTH

Commonwealth Centre - Land Bay A
Fairfax County, Virginia



	AMENITY AREA
	MONUMENT SIGN ENTRY FEATURE
	APPLICATION AREA
	APPROXIMATE LIMITS CLEARING AND GRADING
	LAND BAY DEMARCATION LINE
	ROAD CENTERLINE
	MULTI-FAMILY TRIPLEXES
	MULTI-FAMILY RESIDENTIAL
	TREE SAVE AREA

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PROJECT No.:	S1370027
DRAWN BY:	MJB
CHECKED BY:	NTG
DATE:	08/14/20
CAD I.D.:	SPP-4

PROJECT:
PROFFER CONDITION AMENDMENT (PCA)

**CONCEPTUAL DEVELOPMENT PLAN
AMENDMENT (CDPA)**

**FINAL DEVELOPMENT PLAN AMENDMENT (FDPA)
FOR
JLB REALTY LLC
AND
TOLL MID-ATLANTIC
LP COMPANY, INC.**

COMMONWEALTH CENTRE
LANDBAY A
CHANTILLY
FAIRFAX COUNTY, VA

BOHLER //

12825 WORLDGATE DR. SUITE 700
HERNDON, VIRGINIA 20170
Phone: (703) 709-9500
Fax: (703) 709-9601
VA@BohlerEng.com

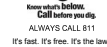
SHEET TITLE:

CDPA / FDPA

SHEET NUMBER:

C-5

REVISION 5 - 07/22/21

[illegible]

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PROJECT No.:	S13700
DRAWN BY:	M
CHECKED BY:	N
DATE:	08/14/
CAD I.D.:	SDP
PROJECT:	

PROJECT:
PROFFER CONDITION AMENDMENT (PCA)
CONCEPTUAL DEVELOPMENT PLAN
AMENDMENT (CDPA)

FINAL DEVELOPMENT PLAN AMENDMENT (FDP)
FOR
JLB REALTY LLC
AND
TOLL MID-ATLANTIC
LP COMPANY, INC.

COMMONWEALTH CENTRE
LANDBAY A
CHANTILLY
FAIRFAX COUNTY, VA

BOHLER //

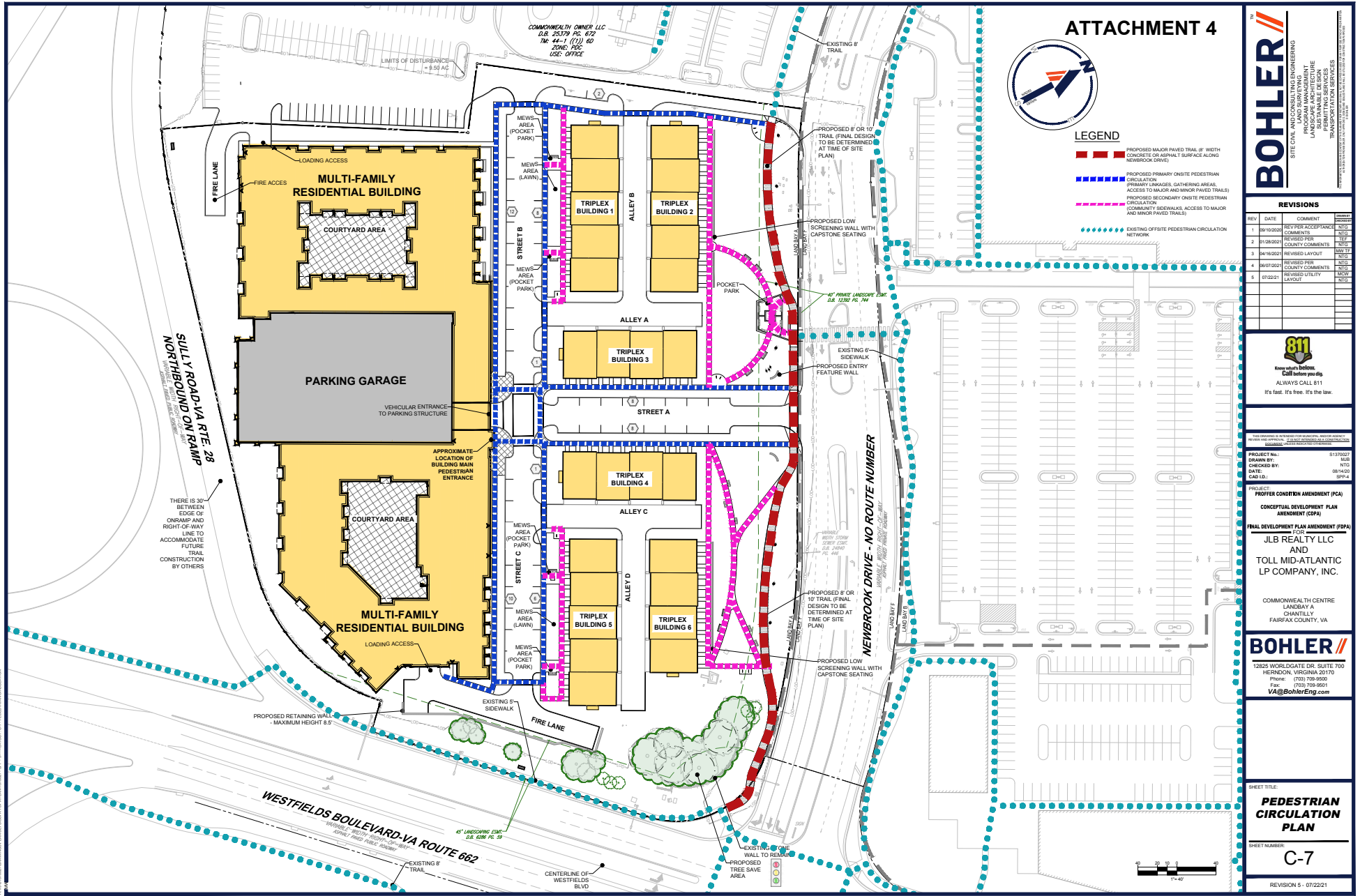
12825 WORLDGATE DR. SUITE 700
HERNDON, VIRGINIA 20170
Phone: (703) 709-9500
Fax: (703) 709-9601
VA@BohlerEng.com

SHEET TITLE:
**COMMONWEALTH
CENTRE OVERALL
OPEN SPACE PLAN**

SHEET NUMBER:
C-6A

REVISION 5 - 07/22/21








Attachment 5

**Public Transit
Information**



 NORTH
 Commonwealth Centre - Land Bay A
 Fairfax County, Virginia

-  Existing Bus Shelter (Route 632/640)
 Existing Bus Stop (Route 632/640)
 Existing Bus Shelter with No Routes

XX' Walking Distance in Feet

XX Mins Walking Time in Minutes

Existing Bus Shelter (Route 632/640)
 Existing Bus Stop (Route 632/640)
 Existing Bus Shelter with No Routes

Figure 1
 Walking Distances to Surrounding Uses
 and Bus Stop Locations

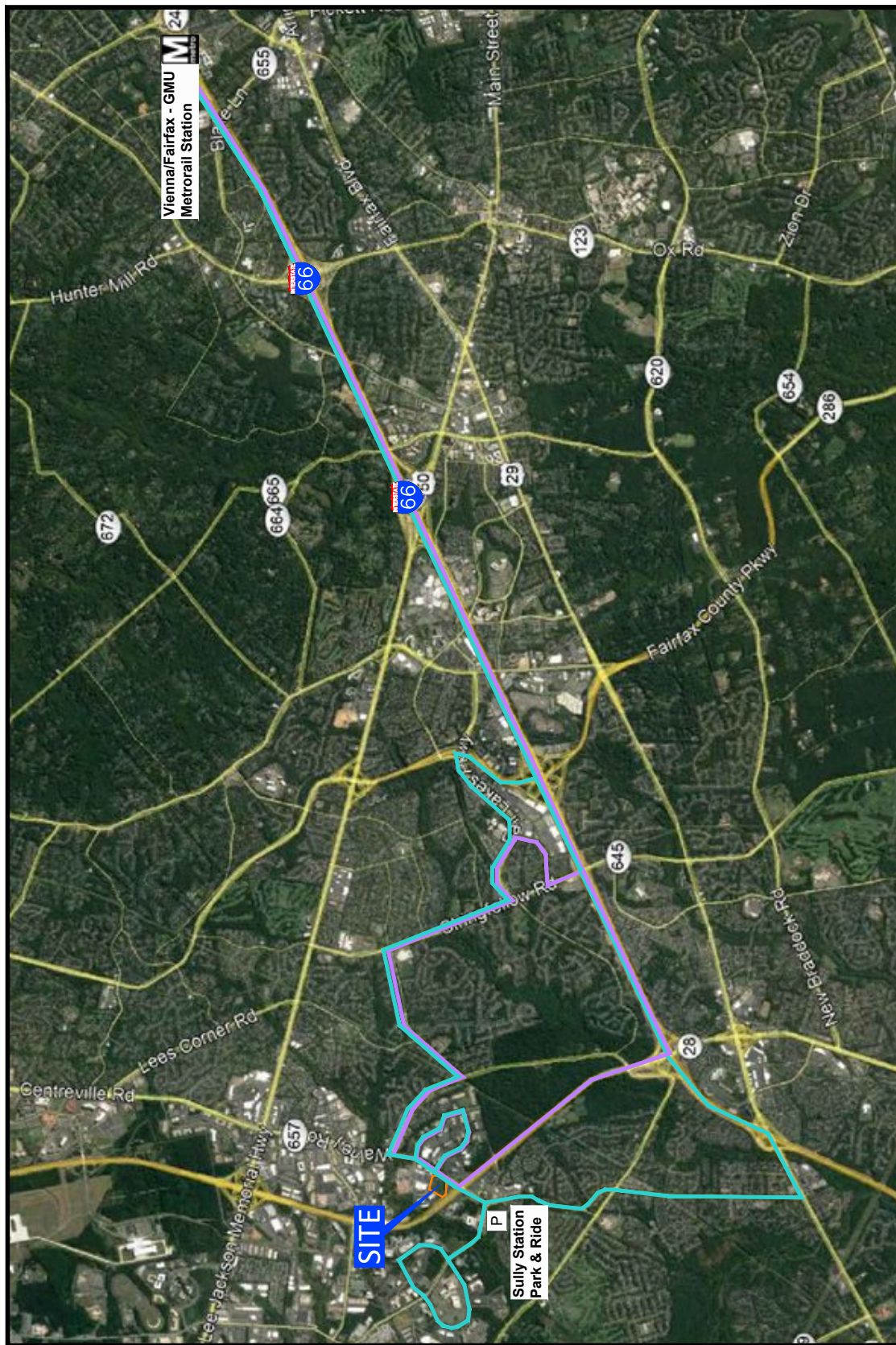


Figure 2
 Bus Routes To Vienna Metro

- Route 632 Centreville - Vienna
- Route 640 Stone Road - Centreville North

Commonwealth Centre - Land Bay A
 Fairfax County, Virginia



8



Table 1
Bus Route Operational Information
Commonwealth Centre - Land Bay A

Route	Days Served	Location	Walking Distance to Nearest Stop	Walk Time to Nearest Stop	Peak Service Headway	Ride Time To Vienna Metrorail Station
				(minutes)	(minutes)	(minutes)
632	Weekday, Rush Hour Only	North of Westfields Blvd	±1,584 feet or ±0.3 miles	±6	30	34-46*
		South of Westfields Blvd	±1,787 or ±0.34 miles	±7	30	
640	Midday, Evening, Weekend	North of Westfields Blvd	±1,584 feet or ±0.3 miles	±6	---	25*
		South of Westfields Blvd	±1,787 or ±0.34 miles	±7	60	

* Travel time is anticipated to reduce upon completion of the I-66 Express Lane project.

630 STRINGFELLOW ROAD – CENTREVILLE

P Centreville UMC Park & Ride	Singletons Way & New Braddock Rd	Centreville Farms Rd & Leland Rd	P Stringfellow Rd Park & Ride	Fair Lakes Pkwy & Shoppes Ln	Fair Oaks Mall	M Vienna Metro Station (South side)	Vienna Metro Station (South side)	Fair Oaks Mall	Fair Lakes Pkwy & Shoppes Ln	P Stringfellow Rd Park & Ride	Centreville Farms Rd & Leland Rd	Singletons Way & New Braddock Rd	P Centreville UMC Park & Ride
--------------------------------------	----------------------------------	----------------------------------	--------------------------------------	------------------------------	----------------	--	-----------------------------------	----------------	------------------------------	--------------------------------------	----------------------------------	----------------------------------	--------------------------------------

630 Saturday & Sunday – AM Eastbound Service ☀

7:17	7:25	7:37	7:42	7:48	7:55	8:05
8:07	8:15	8:27	8:32	8:38	8:45	8:55
8:57	9:05	9:17	9:22	9:28	9:35	9:45
9:47	9:55	10:07	10:12	10:18	10:25	10:35
10:37	10:45	10:57	11:02	11:08	11:15	11:25
11:27	11:35	11:47	11:52	11:58	12:05 PM	12:15

630 Saturday & Sunday – PM Eastbound Service 🌙

12:17	12:25	12:37	12:42	12:48	12:55	1:05
1:07	1:15	1:27	1:32	1:38	1:45	1:55
1:57	2:05	2:17	2:22	2:28	2:35	2:45
2:47	2:55	3:07	3:12	3:18	3:25	3:35
3:37	3:45	3:57	4:02	4:08	4:15	4:25
4:27	4:35	4:47	4:52	4:58	5:05	5:15
5:17	5:25	5:37	5:42	5:48	5:55	6:05
6:07	6:15	6:27	6:32	6:38	6:45	6:55
6:57	7:05	7:17	7:22	7:28	7:35	7:45
◆7:57	◆8:05	◆8:17	◆8:22	◆8:28	◆8:35	◆8:45

SERVICE NOTES

◆ Trips operate Saturday only.

630 Saturday & Sunday – AM Westbound Service ☀

8:05	8:18	8:27	8:33	8:36	8:41	8:54
8:55	9:08	9:17	9:23	9:26	9:31	9:44
9:45	9:58	10:07	10:13	10:16	10:21	10:34
10:35	10:48	10:57	11:03	11:06	11:11	11:24
11:25	11:38	11:47	11:53	11:56	12:01 PM	12:14

630 Saturday & Sunday – PM Westbound Service 🌙

12:15	12:28	12:37	12:43	12:46	12:51	1:04
1:05	1:18	1:27	1:33	1:36	1:41	1:54
1:55	2:08	2:17	2:23	2:26	2:31	2:44
2:45	2:58	3:07	3:13	3:16	3:21	3:34
3:35	3:48	3:57	4:03	4:06	4:11	4:24
4:25	4:38	4:47	4:53	4:56	5:01	5:14
5:15	5:28	5:37	5:43	5:46	5:51	6:04
6:05	6:18	6:27	6:33	6:36	6:41	6:54
7:00	7:13	7:22	7:28	7:31	7:36	7:49
8:01	8:14	8:23	8:29	8:32	8:37	8:50
◆9:01	◆9:14	◆9:23	◆9:29	◆9:32	◆9:37	◆9:50

SERVICE NOTES

◆ Trips operate Saturday only.

- Use exact fare; drivers do not carry change.
- Smoking, eating, drinking, and littering are strictly prohibited.
- Strollers must be folded.
- Use earphones with audio and video devices.
- Service animals are permitted on the bus. Other small animals are permitted only if transported in a closed pet carrier.

All Fairfax Connector buses are wheelchair accessible.

630 • 631 • 632

Effective July 10, 2021

Stringfellow Road – Centreville

Centreville UMC Park & Ride • Westfields • Little Rocky Run • St. Paul Chung Park & Ride • Stringfellow Road Park & Ride • Fair Lakes • Fair Oaks Mall • Vienna Metro Station

630 Midday, Evening, Saturday & Sunday

631 • 632 Weekday Rush Hour Service Only

(Also includes Route 634 trips between Stringfellow Road Park & Ride and Vienna Metro Station)



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630 • 631 • 632 STRINGFELLOW ROAD – CENTREVILLE

ROUTE	Vienna Metro Station (South side)	Fair Oaks Mall	Fair Lakes Pkwy & Fair Knoll Dr	P Stringfellow Rd Park & Ride	P St. Paul Chung Catholic Church Park & Ride	Walney Rd & Eagle Chase Rd	Park Meadow Dr & Newbrook Dr	Centreville Farms Rd & Leland Rd	Little Rocky Run Cir & Rockdale Ct	Braddock Rd & Orchard Hill Ln	Singletons Way & New Braddock Rd	Braddock Rd & Braddock Springs Rd	P Centreville UMC Park & Ride
Weekday – AM Westbound ☀													
632	6:14	—	—	—	—	—	6:42	—	—	—	—	—	—
632	6:44	—	—	—	—	—	7:12	—	—	—	—	—	—
632	7:14	—	—	—	—	—	7:42	—	—	—	—	—	—
632	7:44	—	—	—	—	—	8:12	—	—	—	—	—	—
632	8:14	—	—	—	—	—	8:42	—	—	—	—	—	—
630	9:15	9:28	9:37	9:43	—	—	—	9:46	—	—	9:51	—	10:04
630	10:15	10:28	10:37	10:43	—	—	—	10:46	—	—	10:51	—	11:04
630	11:15	11:28	11:37	11:43	—	—	—	11:46	—	—	11:51	—	12:04 PM
Weekday – PM Westbound 🌙													
630	12:15	12:28	12:37	12:43	—	—	—	12:46	—	—	12:51	—	1:04
630	1:15	1:28	1:37	1:43	—	—	—	1:46	—	—	1:51	—	2:04
630	2:15	2:28	2:37	2:43	—	—	—	2:46	—	—	2:51	—	3:04
630	3:15	3:28	3:37	3:43	—	—	—	3:46	—	—	3:51	—	4:04
632	3:28	—	—	3:48	3:54	4:02	4:06	—	—	—	—	—	—
631	3:40	—	—	4:00	—	—	—	4:04	4:10	4:14	4:17	4:20	—
632	3:55	—	—	4:15	4:21	4:29	4:33	—	—	—	—	—	—
634	4:05	—	—	4:25	—	—	—	—	—	—	—	—	—
631	4:15	—	—	4:35	—	—	—	4:39	4:45	4:49	4:52	4:55	—
632	4:25	—	—	4:45	4:51	4:59	5:03	—	—	—	—	—	—
634	4:35	—	—	4:55	—	—	—	—	—	—	—	—	—
631	4:45	—	—	5:10	—	—	—	5:14	5:20	5:24	5:27	5:30	—
632	4:55	—	—	5:20	5:26	5:34	5:38	—	—	—	—	—	—
634	5:05	—	—	5:30	—	—	—	—	—	—	—	—	—
631	5:15	—	—	5:40	—	—	—	5:44	5:50	5:54	5:57	6:00	—
632	5:25	—	—	5:50	5:56	6:04	6:08	—	—	—	—	—	—
634	5:35	—	—	6:00	—	—	—	—	—	—	—	—	—
631	5:45	—	—	6:10	—	—	—	6:14	6:20	6:24	6:27	6:30	—
632	5:55	—	—	6:20	6:26	6:34	6:38	—	—	—	—	—	—
634	6:05	—	—	6:30	—	—	—	—	—	—	—	—	—
631	6:15	—	—	6:40	—	—	—	6:44	6:50	6:54	6:57	7:00	—
632	6:25	—	—	6:50	6:56	7:04	7:08	—	—	—	—	—	—
631	6:35	—	—	7:00	—	—	—	7:04	7:10	7:14	7:17	7:20	—
634	6:45	—	—	7:05	—	—	—	—	—	—	—	—	—
632	6:55	—	—	7:15	7:21	7:29	7:33	—	—	—	—	—	—
631	7:05	—	—	7:25	—	—	—	7:29	7:35	7:39	7:42	7:45	—
634	7:15	—	—	7:35	—	—	—	—	—	—	—	—	—
632	7:25	—	—	7:45	7:51	7:59	8:03	—	—	—	—	—	—
631	7:45	—	—	8:05	—	—	—	8:09	8:15	8:19	8:22	8:25	—
634	7:55	—	—	8:15	—	—	—	—	—	—	—	—	—
630	8:21	8:34	8:43	8:49	—	—	—	8:52	—	—	8:57	—	9:10
634	8:50	—	—	9:10	—	—	—	—	—	—	—	—	—
630	9:21	9:34	9:43	9:49	—	—	—	9:52	—	—	9:57	—	10:10

SERVICE NOTES

■ For additional weekday rush hour service from the Vienna Metro station to Fair Lakes and the Stringfellow Road Park & Ride see the Route 624/634 timetable.

■ For weekday midday and late evening service in the Westfields Byd and Walney Rd area see the Route 640 timetable. Attachment 5-6

630 • 631 • 632 STRINGFELLOW ROAD – CENTREVILLE

ROUTE	Centreville UMC Park & Ride	Braddock Rd & Orchard Hill Ln	Singletons Way & New Braddock Rd	Little Rocky Run Cir & Rockdale Ct	Centreville Farms Rd & Leland Rd	Park Meadow Dr & Newbrook Dr	Walhey Rd & Eagle Chase Rd	St. Paul Chung Catholic Church Park & Ride	Stringfellow Rd Park & Ride	Fair Lakes Pkwy & Shoppes Ln	Fair Oaks Mall	Vienna Metro Station (Southside)
Weekday – AM Eastbound ☀												
631	—	4:18	4:21	4:25	4:35	—	—	—	4:42	—	—	4:57
631	—	4:50	4:53	4:57	5:07	—	—	—	5:14	—	—	5:29
632	—	—	—	—	—	—	5:16	5:25	5:30	—	—	5:42
634	—	—	—	—	—	—	—	—	5:40	—	—	5:55
631	—	5:26	5:29	5:33	5:43	—	—	—	5:50	—	—	6:05
632	—	—	—	—	—	—	5:51	6:00	6:05	—	—	6:24
634	—	—	—	—	—	—	—	—	6:15	—	—	6:34
631	—	5:59	6:02	6:06	6:18	—	—	—	6:25	—	—	6:44
632	—	—	—	—	—	—	6:21	6:30	6:35	—	—	7:02
634	—	—	—	—	—	—	—	—	6:45	—	—	7:04
631	—	6:29	6:32	6:36	6:48	—	—	—	6:55	—	—	7:22
632	—	—	—	—	—	6:46	6:51	7:00	7:05	—	—	7:32
634	—	—	—	—	—	—	—	—	7:15	—	—	7:42
631	—	6:59	7:02	7:06	7:18	—	—	—	7:25	—	—	7:52
632	—	—	—	—	—	7:16	7:21	7:30	7:35	—	—	7:57
634	—	—	—	—	—	—	—	—	7:45	—	—	8:07
631	—	7:27	7:30	7:34	7:48	—	—	—	7:55	—	—	8:17
632	—	—	—	—	—	7:46	7:51	8:00	8:05	—	—	8:20
634	—	—	—	—	—	—	—	—	8:15	—	—	8:30
631	—	7:57	8:00	8:04	8:18	—	—	—	8:25	—	—	8:40
632	—	—	—	—	—	8:16	8:21	8:30	8:35	—	—	8:50
634	—	—	—	—	—	—	—	—	8:45	—	—	9:00
631	—	8:27	8:30	8:34	8:48	—	—	—	8:55	—	—	9:10
632	—	—	—	—	—	8:46	8:51	9:00	9:05	—	—	9:20
634	—	—	—	—	—	—	—	—	9:20	—	—	9:35
630	9:15	—	9:23	—	9:35	—	—	—	9:40	9:46	9:53	10:03
630	10:13	—	10:21	—	10:33	—	—	—	10:38	10:44	10:51	11:01
630	11:13	—	11:21	—	11:33	—	—	—	11:38	11:44	11:51	12:01 PM
Weekday – PM Eastbound 🌙												
630	12:13	—	12:21	—	12:33	—	—	—	12:38	12:44	12:51	1:01
630	1:13	—	1:21	—	1:33	—	—	—	1:38	1:44	1:51	2:01
630	2:13	—	2:21	—	2:33	—	—	—	2:38	2:44	2:51	3:01
630	3:13	—	3:21	—	3:33	—	—	—	3:38	3:44	3:51	4:01
632	—	—	—	—	—	4:15	—	—	—	—	—	4:50
632	—	—	—	—	—	4:40	—	—	—	—	—	5:15
632	—	—	—	—	—	5:10	—	—	—	—	—	5:45
632	—	—	—	—	—	5:40	—	—	—	—	—	6:15
632	—	—	—	—	—	6:15	—	—	—	—	—	6:50
632	—	—	—	—	—	6:45	—	—	—	—	—	7:20
630	6:45	—	6:53	—	7:05	—	—	—	7:10	7:16	7:23	7:33

SERVICE NOTES

🚧 HOV ramp is closed during these trips. Buses will operate via Fair Lakes Blvd, Fair Lakes Pkwy, and Fairfax County Pkwy to eastbound I-66.

■ For additional weekday rush hour service from the Stringfellow Road Park & Ride to Fair Lakes and the Vienna Metro station see the Route 624/634 timetable.

■ For weekday midday and late evening service in the Westfields Blvd and Walney Rd area see the Route 640 timetable.

Attachment 5-7

640 STONE ROAD – CENTREVILLE NORTH

640 • 642 • 644

Effective March 18, 2017



640 Saturday & Sunday – AM Westbound ☀

—	—
8:15	8:31
9:05	9:21
9:55	10:11
10:45	11:01
11:35	11:51

640 Saturday & Sunday – AM Westbound 🌙

12:25	12:41
1:15	1:31
2:05	2:21
2:55	3:11
3:45	4:01
4:35	4:51
5:25	5:41
6:15	6:31
7:00	7:16
8:00	8:15
◆9:00	◆9:15

SERVICE NOTE

- ◆ Trips operate Saturday only.

640 Saturday & Sunday – AM Eastbound ☀

7:40	7:43	—	—	7:51	8:01	8:16
8:33	8:36	—	—	8:44	8:54	9:09
9:23	9:26	—	—	9:34	9:44	9:59
10:13	10:16	—	—	10:24	10:34	10:49
11:03	11:06	—	—	11:14	11:24	11:39
11:53	11:56	—	—	12:04PM	12:14	12:29

640 Saturday & Sunday – PM Eastbound 🌙

12:43	12:46	—	—	12:54	1:04	1:19
1:33	1:36	—	—	1:44	1:54	2:09
2:23	2:26	—	—	2:34	2:44	2:59
3:13	3:16	—	—	3:24	3:34	3:49
4:03	4:06	—	—	4:14	4:24	4:39
4:53	4:56	—	—	5:04	5:14	5:29
5:43	5:46	—	—	5:54	6:04	6:19
6:33	6:36	—	—	6:44	6:54	7:09
7:18	7:21	—	—	7:29	7:39	7:54
◆8:17	◆8:20	—	—	◆8:28	◆8:38	◆8:53

SERVICE NOTE

- ◆ Trips operate Saturday only.

- Use exact fare; drivers do not carry change.
- Smoking, eating, drinking, and littering are strictly prohibited.
- Strollers must be folded.

- Use earphones with audio and video devices.
- Service animals are permitted on the bus. Other small animals are permitted only if transported in a closed pet carrier.

All Fairfax Connector buses are wheelchair accessible.

Stone Road – Centreville North

Centreville (Stone Rd) Park & Ride •
Conference Center Dr • London Towne •
Sully Station • Westfields • Vienna Metro Station

640 Midday, Evening, Saturday & Sunday
642 • 644 Weekday Rush Hour Service Only



For fares and important information
about the bus system, see the brochure:

Fares, Policies & General Information



FAIRFAX CONNECTOR
BusTracker
REAL-TIME SERVICE INFORMATION
fairfaxconnector.com

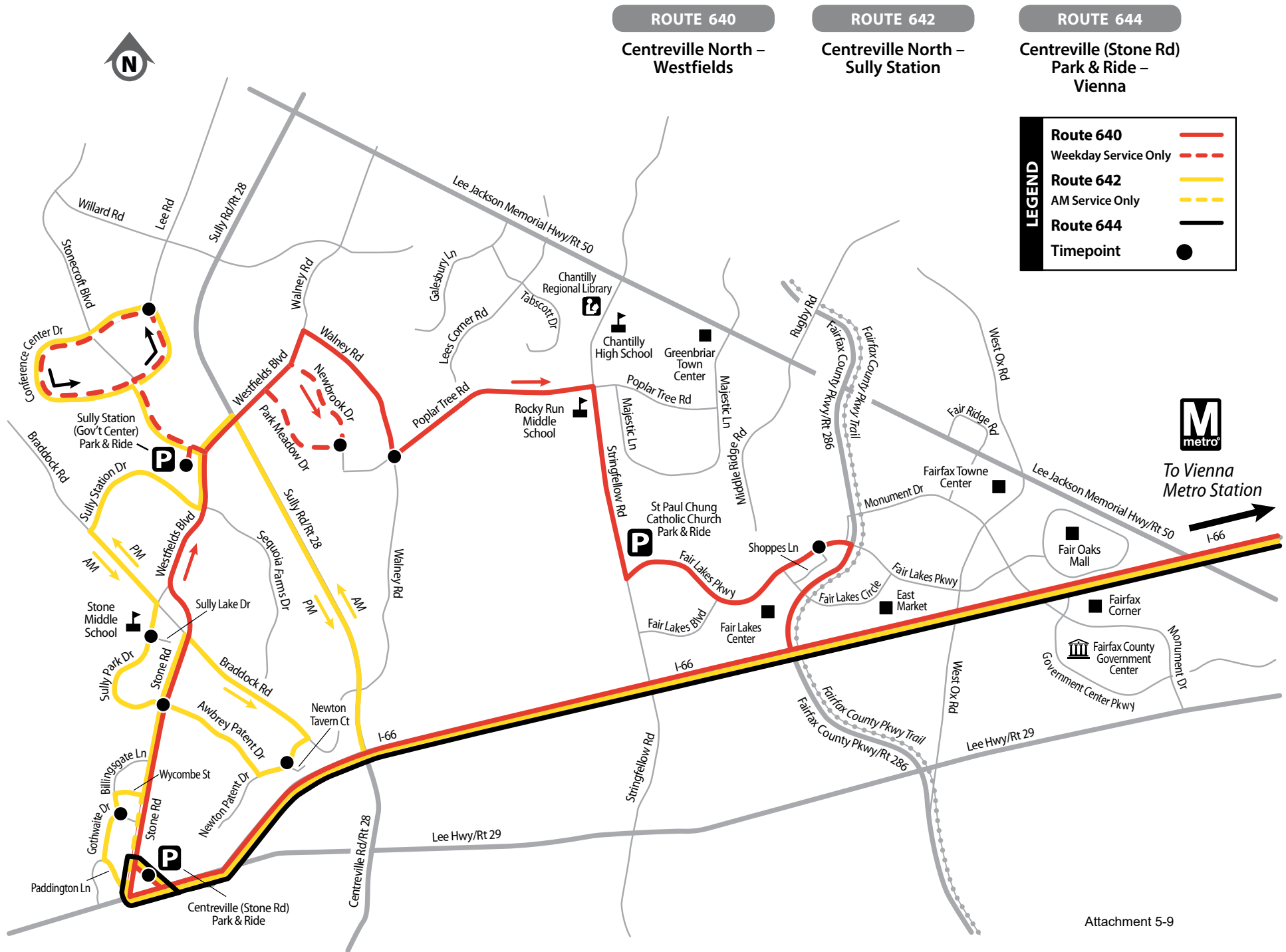
☎ 703-339-7200

📠 TTY 703-339-1608



🐦 @ffxconnector

📘 /fairfaxconnector

Fairfax County Department of Transportation (FCDOT) ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA). To request this information in an alternate format, contact FCDOT at 703-877-5600, TTY 711. 640-42-44_1217



640 • 642 • 644 STONE ROAD – CENTREVILLE NORTH




ROUTE	 Centreville (Stone Rd) Park & Ride	Stone Rd & Awbrey Patent Dr	Lee Rd & Conference Ctr Dr	Park Meadow Dr & Newbrook Dr	Poplar Tree Rd & Walney Rd	Fair Lakes Pkwy & Shoppes Ln	 Vienna Metro Station (South side)
-------	--	--------------------------------	-------------------------------	---------------------------------	-------------------------------	---------------------------------	---

640 Weekday – AM Eastbound ☀

640	8:58	9:01	9:06	9:15	9:18	9:27	9:40
640	9:48	9:51	9:56	10:05	10:08	10:17	10:30
640	10:48	10:51	10:56	11:05	11:08	11:17	11:30
640	11:48	11:51	11:56	12:05 PM	12:08	12:17	12:30

640 Weekday – PM Eastbound 🌙

640	12:48	12:51	12:56	1:05	1:08	1:17	1:30
640	1:48	1:51	1:56	2:05	2:08	2:17	2:30
640	2:48	2:51	2:56	3:05	3:08	3:17	3:30
640	3:43	3:47	3:53	4:03	4:07	4:16	4:29
640	4:48	4:52	4:58	5:08	5:12	5:21	5:34
640	8:48	8:51	8:56	9:04	9:07	9:16	9:29

ROUTE	Lee Rd & Conference Ctr Dr	 Sully Station (Gov't Center) Park & Ride	Sully Park Dr & Sully Lake Dr	Newton Patent Dr & Newton Tavern Ct	Billingsgate Ln & Gothwaite Dr	 Centreville (Stone Rd) Park & Ride	 Vienna Metro Station (South side)
-------	-------------------------------	--	----------------------------------	--	-----------------------------------	--	---

642 • 644 Weekday – AM Eastbound ☀

642	—	—	—	4:47	4:51	5:00	5:17
642	—	5:05	5:12	5:17	5:23	5:30	5:47
644	—	—	—	—	—	5:45	6:02
644	—	—	—	—	—	5:50	6:11
642	—	5:35	5:42	5:47	5:53	6:00	6:21
644	—	—	—	—	—	6:14	6:35
642	—	6:03	6:10	6:15	6:21	6:28	6:49
644	—	—	—	—	—	6:40	7:05
644	—	—	—	—	—	6:52	7:27
642	—	6:39	6:46	6:51	6:57	7:04	7:39
644	—	—	—	—	—	7:16	7:53
642	—	7:03	7:10	7:15	7:21	7:28	8:05
644	—	—	—	—	—	7:40	8:17
644	—	—	—	—	—	7:52	8:22
642	—	7:39	7:46	7:51	7:57	8:04	8:29
644	—	—	—	—	—	8:16	8:41
644	—	—	—	—	—	8:28	8:53
642	—	8:15	8:22	8:27	8:33	8:40	9:05
644	—	—	—	—	—	8:55	9:20
642	—	8:46	8:53	8:58	9:04	9:11	9:36
644	—	—	—	—	—	9:35	10:00

642 • 644 Weekday – PM Eastbound 🌙

642	4:30	4:35	—	—	—	—	5:05
642	*	5:18	—	—	—	—	5:48
642	*	5:52	—	—	—	—	6:22
642	*	6:35	—	—	—	—	7:05
642	*	7:00	—	—	—	—	7:30
642	*	7:30	—	—	—	—	8:00
642	—	8:08	—	—	—	—	8:38

SERVICE NOTES

- See the eastbound Route 640 timetable for midday and evening service from Stone Rd and Westfields Blvd to Vienna Metro.
- * For trips serving Lee Rd and Conference Center Dr between 5 p.m. and 7:20 p.m., see the westbound Route 642 timetable.

Attachment 5-10

640 • 642 • 644 STONE ROAD – CENTREVILLE NORTH

ROUTE

M Vienna
Metro Station
(South side)

P Centreville
(Stone Rd)
Park & Ride

640 Weekday – AM Westbound ☀

640 *	8:40	8:56
640 *	9:30	9:46
640 *	10:30	10:46
640 *	11:30	11:46

640 Weekday – PM Westbound 🌙

640 *	12:30	12:46
640 *	1:30	1:46
640 *	2:30	2:46
640 *	3:25	3:41
640 *	4:30	4:46
640 *	8:30	8:46

SERVICE NOTE

* Eastbound Route 640 passengers to Stone Rd and Westfields Blvd may remain on the bus at Centreville (Stone Rd) Park & Ride without additional fare payment.

ROUTE

M Vienna
Metro Station
(South side)

P Centreville
(Stone Rd)
Park & Ride

Billingsgate Ln &
Gothwaite Dr

Newton Patent Dr &
Newton Tavern Ct

Sully Park Dr &
Sully Lake Dr

Lee Rd &
Conference Ctr Dr

P Sully Station
(Gov't Center)
Park & Ride

642 • 644 Weekday – AM Westbound ☀

642	6:02	—	—	—	—	6:28	6:33
642	6:26	—	—	—	—	6:52	6:57
642	7:02	—	—	—	—	7:28	7:33
642	7:38	—	—	—	—	8:04	8:09
642	8:10	—	—	—	—	8:36	8:41

642 • 644 Weekday – PM Westbound 🌙

644	3:55	4:14	—	—	—	—	—
642	4:14	4:34	4:41	4:48	4:55	5:09	5:15
644	4:29	4:51	—	—	—	—	—
642	4:44	5:09	5:16	5:23	5:30	5:44	5:50
644	5:01	5:26	—	—	—	—	—
644	5:16	5:41	—	—	—	—	—
642	5:26	5:51	5:58	6:05	6:12	6:26	6:32
644	5:38	6:02	—	—	—	—	—
642	5:50	6:15	6:22	6:29	6:36	6:50	6:56
644	6:00	6:24	—	—	—	—	—
644	6:16	6:40	—	—	—	—	—
642	6:26	6:47	6:54	7:01	7:08	7:22	7:28
644	6:39	6:59	—	—	—	—	—
642	6:50	7:11	7:18	7:25	7:32	—	7:40
644	7:06	7:26	—	—	—	—	—
642	7:15	7:36	7:43	7:50	7:57	—	8:05
644	7:36	7:56	—	—	—	—	—
644	8:00	8:20	—	—	—	—	—
640 *	8:30	8:46	—	—	—	—	—
644	9:00	9:16	—	—	—	—	—
644	9:45	10:01	—	—	—	—	—

SERVICE NOTES

■ See the westbound Route 640 timetable for midday and evening service from Vienna Metro to Stone Rd and Westfields Blvd.

* Bus continues in service as an eastbound Route 640 trip to Vienna Metro via Stone Rd and Westfields Blvd, departing Centreville (Stone Rd) Park & Ride at 8:48 p.m.

Attachment 5-11

ACTION - 2

Approval of a Residential Parking Reduction for the Golf Course Overlook Multifamily Development (Hunter Mill District)

ISSUE:

Board of Supervisors (Board) approval of an average 16.3 percent reduction (51 fewer spaces) of the required residential parking for the Golf Course Overlook development, 2021 Tax Map 17-4 ((5)) S6 (Property).

RECOMMENDATION:

The County Executive recommends that the Board approve a parking reduction for Golf Course Overlook multifamily residential development pursuant to Paragraph 6.B.(1) (a) of Section 6100 of the Fairfax County Zoning Ordinance (Ordinance) based on the site's location in a Transit Station Area (TSA) as demonstrated in the parking study #7112-PKS-002, subject to the conditions in Attachment I.

TIMING:

Board action is requested on October 19, 2021.

BACKGROUND:

The Golf Course Overlook property is subject to proffers and conditions associated with RZ 2016-HM-016, which was approved by the Board on September 24, 2019. Proffer 10 of the rezoning anticipates the applicant's pursuit of a parking reduction request for this development. The approved zoning amendment allows the construction of a residential multifamily development and secondary commercial uses up to 3,400 square feet of gross floor area (SF of GFA) on the site. With the rezoning, a development plan for a maximum of 300 units was approved.

The applicant is requesting a reduction of the required residential multifamily parking rates to 1.09 spaces per 0-1 bedroom unit and 1.25 spaces per 2 bedroom unit. The average ratio will be 1.14 spaces per unit. This equates to a 16.3 percent reduction in required residential parking based on the proposed unit mix. The required number of residential spaces is 407. The applicant proposes a minimum of 356 spaces to serve the site uses. It is noted that the commercial secondary uses are not part of the proposed reduction.

This request can be supported due to the site's location within 1/3 mile of the Reston-Wiehle Metro Station. The expectation is that residents adjacent to public transportation

Board Agenda Item
October 19, 2021

will require less parking. While residents may not give up vehicle ownership entirely, they are more likely to own less vehicles than residents in lower-density areas not well served by transit, thereby reducing parking demand. A comparison of the Ordinance required parking and the proposed parking at full buildout is summarized in Table 1.

Table 1. Comparison of Ordinance Required and Proposed Residential Parking under Development Plan for Golf Course Overlook

Unit Type	No. of Units	Rate Required by Code	Code Required Parking	Proposed Parking Rate	Proposed Minimum Number of Spaces	Proposed Reduction
0-1 bedroom	215 units	1.3 spaces/unit	279.5 spaces	1.09 spaces/unit	234.4 spaces	16.1%
2 bedroom	85 units	1.5 spaces/unit	127.5 spaces	1.25 spaces/unit	106.3 spaces	16.6%
Totals	300 units		407 spaces	1.14 spaces/unit	356 spaces	16.3%

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 August 24, 2021
Attachment II – Parking reduction request (7112-PKS-002) from Wells and Associates dated March 23, 2021, revised to June 18, 2021

STAFF:
Rachel Flynn, Deputy County Executive
William D. Hicks, P.E., Director, Department of Land Development Services (LDS)
Jan Leavitt, Chief, Site Code Research and Development (SCRD), LDS
Michael Davis, Parking Program Manager, SCRD, LDS

ASSIGNED COUNSEL:
Patrick V. Foltz, Assistant County Attorney

ATTACHMENT I

PARKING REDUCTION CONDITIONS

August 24, 2021

1. These conditions apply to the current owner, their successors and assigns (hereinafter "owner") of the parcel identified on 2021 Tax Map 17-4 ((5)) S6.
2. Off-street parking for each use designated below must be provided at the following minimum parking rates for a maximum of 300 units:
 - Residential Multifamily – 0-1 Bedroom: 1.09 spaces/dwelling unit
 - Residential Multifamily – 2 Bedroom: 1.25 spaces/dwelling unit
3. Parking for any uses not listed in Condition 2 must be provided at no less than the minimum rates required by the Zoning Ordinance (Ordinance).
4. If the site is developed in substantial conformance with the approved development plan and associated rezoning application, then this parking reduction will remain in effect.
5. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services (Director) for approval.
6. 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 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Ordinance.
7. 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.
8. All parking provided must comply with the applicable requirements of the Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
9. 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 reduction request will expire without notice six months from its approval date.

WELLS + ASSOCIATES**MEMORANDUM**

11220 Assett Loop
Suite 202,
Manassas, VA 20109
703-365-9262
WellsandAssociates.com

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

FROM: Kevin R. Fellin, P.E.

SUBJECT: Parking Reduction Request; 7112-PKS-002-1

RE: Golf Course Overlook; Tax Map: 17-4 ((5)) S6

DATE: March 23, 2021 as revised through June 18, 2021

Purpose: The purpose of this memorandum is to submit an update to the formal residential parking reduction request that was originally submitted to Fairfax County's Parking Program Manager on March 23, 2021. The project site is located within a designated Reston Transit Station Area (TSA) of Fairfax County, Virginia and this request is submitted in support of a site plan submission. The updates include an adjustment to the unit mix from 196 0-1 BR/104 2BR units to 215 0-1 BR/85 2BR units. Also, the proposed minimum parking requirement for the subject 300 DUs increased by 17 spaces from 324 residential spaces to 341 residential spaces. As a result, this update is now requesting an overall 16.3 percent residential parking reduction instead of a 21.2 percent residential parking reduction as requested under the original submission.

Pre-Submission

Meeting: A pre-submission document and meeting request was submitted to the Fairfax County's Parking Program Manager on Friday, October 2, 2020 via email. A response was received from the County on the same day (Friday, October 2, 2020) indicating a formal pre-submission meeting was not necessary based on the information provided.

Parking Reduction

Request: Reduce the current transit station area (TSA) minimum multi-family parking ratios for "0-1 Bedroom" and "2 Bedroom" dwelling units. The secondary commercial use(s) will be parked with a minimum of 15 spaces. See **Table 1**.

Professional Engineers Seal



WELLS + ASSOCIATES

MEMORANDUM

Table 1: Parking Summary

Primary Multi-Family Use	Amount (1) (2)	TSA Min. Parking Ratios	TSA Min. Parking Requirement	Proposed Parking Ratio(s)	Proposed Minimum Spaces	Difference (Proposed minus PTC)
	DU	Min	Spaces	Min	Spaces	Spaces (% diff.)
0-1 Bedroom	±215 (71.7%)	1.3	279.5	1.09	234.4	-45.1 (16.1%)
2 Bedroom	±85 (28.3%)	1.5	127.5	1.25	106.3	-21.2 (16.6%)
3+ Bedroom	0	1.6	0	1.6	0.0	0.0
Total	±300	1.369	407.0	1.14	340.7	-66.3 (16.3%)

Secondary Commercial Use(s)	Amount	Proposed Minimum Spaces
	(3) (4)	Spaces
Total	±3,400 GFA	15.0

Total Proposed Minimum Parking Spaces (Primary + Secondary Uses) = 356 Spaces

- (1) Residential parking ratios are per dwelling unit.
- (2) No reduction is requested for units with 3 or more bedrooms.
- (3) Square Feet of Gross Floor Building Area = GFA
- (4) Per Proffer 10: "The Applicant reserves the right to provide parking spaces for the Secondary Uses in addition to the total number of parking spaces required for the Residential Units on the Property."

Applicant: Golf Course Overlook LLC

**Filed Concurrently
with Application #:** 7112-SP-003

Site Location: This site is specifically located north of Sunset Hills Road (Route 675) and west of Isaac Newton Square. The project is also located within the designated Reston Transit Station Area (TSA) of Fairfax County, Virginia. **See Attachment 1**

**Reston Transit
Station Areas**

Locator Map: As depicted in the Comprehensive Plan, the subject site falls within the Reston "Transit Station Areas" **See Attachment 2**

WELLS + ASSOCIATES

MEMORANDUM

Tax Map #: 17-4 ((5)) S6

Parcel Size: ±3.0 Acres

Development

Program: ±300 Multi-Family Dwelling Units (DU)

- ±196 DU (0-1 Bedroom, 65.4%)
- ±104 DU (2 Bedrooms, 34.6%)
- ±0 DU (3+ Bedrooms, 0%)

±3,400 GFA of Secondary Commercial Use(s)

Site Layout: The Project's approved Conceptual Development Plan/Final Development Plan (CDP/FDP) and current site plan layout are provided as **Attachment 3**.

Proposed Use(s)

Subject to

Parking Reduction: Multi-Family 0-1 and 2-bedroom DUs (Only)

Secondary Use(s): The Applicant proposes to provide a minimum of 15 spaces that would adequately serve a multitude of potential secondary uses. It should be noted that the secondary use space is being designed without the required ventilation system to support a food service kitchen required for a conventional restaurant. As such, a standard 3,400 GSF restaurant that cooks and serves food on the premises and typically requires more than 15 spaces will not serve the site. Any other zoning ordinance defined restaurant use that would occupy the entire commercial space (e.g. coffee/pastry shop) would principally serve the needs of the primary residential use and/or users of the Washington and Old Dominion Railroad Trail (W&OD) and not demand more than 15 spaces.

According to Proffer 6 from the Board accepted proffers (**see Attachment 4**):

"...one or more non-office secondary use, such as a restaurant or retail store, containing up to 3,400 gross square feet and designed to serve the needs of residents, tenants and guests of the Proposed Development and surrounding neighborhoods..."

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According to Proffer 10 from the Board accepted proffers (see Attachment 4):

“...The Applicant reserves the right to provide parking spaces for the Secondary Uses in addition to the total number of parking spaces required for the Residential Units on the Property. In the event that parking spaces are provided for the Secondary Uses, such spaces shall be clearly identified using appropriate signage.”

According to Proffer 10, the Applicant is not required to provide parking for the secondary uses, but in addition to the potential restaurant noted above without a ventilation system, the proposed 15 secondary use parking spaces could also adequately serve the following uses when considering strict application of the zoning ordinance:

1. **Shopping Center Retail (2 or more commercial uses):** 3,400 GFA x 4.3 spaces/1,000 GFA = 15 spaces x 0.8 TSA factor = 12 spaces
2. **Stand Alone Retail Sales Establishment (includes “...photographic and portrait studios, and small grocery or gourmet food stores”):**
 - Assumes 3,400 GFA x 0.95 NFA/GFA = 3,230 Square Feet of Net Floor Area (NFA) ***Assumes the net floor area equals 95% of gross floor area***
 - 5 spaces/1st 1,000 NFA + 2,230 NFA * 6 spaces/1,000 NFA = 18.4 spaces x 0.8 TSA factor = 15 spaces
3. **Stand Alone Fitness Center (Recreational Facility):**
 - Assumes 4 employees and 44 person occupancy load
 - 3 employees x 1 space/employee + 1 space/3 persons x 44 persons = 18.6 spaces x 0.8 TSA factor = 15 spaces
4. **Stand Alone School of Special Education (e.g. Karate Studio)**
 - Assumes 2 employees and 13 students
 - 2 employees x 2 spaces/3 employees + 13 students = 15 spaces

Per Proffer 6, the Applicant seeks to either provide a single or multiple non-office secondary uses. Under multiple tenants, the secondary uses would be defined as a “Shopping Center” per Article 20 of the zoning ordinance that states:

SHOPPING CENTER: Any group of two (2) or more commercial uses which (a) are designed as a single commercial group, whether or not located on the same lot; (b) are under common ownership or are subject to reciprocal parking and ingress and egress agreements or easements; (c) are connected by party walls, partitions, canopies or

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other structural members to form one continuous structure, or if located in separate buildings, are interconnected by common parking areas, travel lanes, walkways or accessways designed to facilitate customer interchange between the uses on site; (d) share common points of vehicular access; and (e) otherwise present the appearance of one (1) continuous commercial area. For the purpose of this Ordinance, a grouping of predominantly office uses which meet the characteristics specified herein shall not be deemed to be a shopping center.

Zoning: On September 24, 2019, the Board of Supervisors rezoned the property (RZ 2016-HM-016) from the I-5 (General Industrial) to the PRM (Planned Residential Mixed Use) to allow the development of a new multifamily residential building with supporting secondary uses. The Board accepted proffers are included as **Attachment 4**.

Existing Parking Reductions: There are no existing parking reductions in place for the subject property.

Parking Supply: The parking supply will be equal to or greater than the resultant parking requirement derived from the proposed residential parking ratios plus a minimum of 15 spaces that will serve the secondary (commercial) use(s). The overall parking supply will primarily be provided within a structured garage with limited surface spaces. This request proposes to include its proffered (Proffer 13) short-term loading and service vehicle parking spaces as part of its overall required parking supply.

Parking Reduction Request Basis: Section 11-102.5 of the County's Zoning Ordinance states:

"Subject to conditions it deems appropriate, the Board may reduce the number of off-street parking spaces otherwise required by the strict application of the provisions of this Part when a proposed development is within:

- A. Reasonable walking distance to a mass transit station wherein the station either exists or is programmed for completion within the same time frame as the completion of the subject development; or*
- B. An area designated in the adopted comprehensive plan as a Transit Station Area"*

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Distance from

Metrorail:

The subject site is positioned within a Transit Station Area and located approximately 1/3 mile from the Wiehle-Reston East Metro Station. The pedestrian routes and distance between the Project and the Wiehle-Reston East Metro Station are shown on **Attachment 1**.

Other Factors:

The following is list of other supporting factors that include National Parking Data, approved proffers, and other information.

1. **National Parking Data.** The Institute of Transportation Engineers (ITE) Parking Generation Manual, 5th Edition was published in 2019 to provide additional information to assist analysts to forecast parking demands. It provides various parking ratios for specific land uses that were developed through numerous nationwide data collection efforts. As such, ITE published a parking supply ratio of 0.8 spaces per bedroom for mid-rise multifamily housing sites that are considered “General Urban/Suburban – Within ½ mile of rail transit”. When ITE’s parking supply ratio of 0.8 spaces per bedroom was applied to the proposed unit mix [215 1-BR units and 85-2BR units], the resulting overall minimum parking requirement would be 308 spaces which is 33 fewer spaces that the subject request at 341 spaces using the proposed minimum parking ratios of 1.09 spaces per 1-BR dwelling units and 1.25 spaces per 2-BR dwelling units.
2. **Washington and Old Dominion Railroad Trail (W&OD).** The W&OD Trail runs immediately along the south side of the Project and serves an approximate 45-mile regional paved bicycle/pedestrian/equestrian facility that connects Purcellville, Virginia to Shirlington, Virginia. The W&OD Trail will provide the Project an easily accessible alternative to driving and public transportation. Given the Project’s immediate proximity to the W&OD Trail, a secondary commercial use(s) would purposely select this location to target a considerable portion of its patrons from the W&OD Trail.
3. **Proffer 10 – Zoning Ordinance Parking Requirements.** The Board accepted proffers (Proffer 10) for Golf Course Overlook permits the subject parking reduction request to be submitted:

“The Applicant will provide parking in accordance with the parking requirements of Article 11 of the Fairfax County Zoning Ordinance, as determined by Department of Public Works and Environmental Services ("DPWES"), for the uses within the Proposed Development or in accordance with a parking reduction as may be approved in the future by the Board of Supervisors. In the event that a parking reduction is not approved or is

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approved and not implemented by the Applicant, the number of parking spaces serving the Proposed Development must comply with the requirements of Article 11 of the Zoning Ordinance in effect as of the date of these Proffers. The Applicant reserves the right to provide parking spaces for the Secondary Uses in addition to the total number of parking spaces required for the Residential Units on the Property. In the event that parking spaces are provided for the Secondary Uses, such spaces shall be clearly identified using appropriate signage.” (See Attachment 4)

4. **Proffer 11 – Bicycle Parking.** The Board accepted proffers (Proffer 11) for Golf Course Overlook commits the Applicant to installing “secure bicycle storage sufficient to provide one (1) visitor bicycle space for every twenty-five (25) Residential Units and one (1) long-term bicycle space for residents for every three (3) Residential Units...” (See Attachment 4)
5. **Proffer 12 – Electric Vehicle Charging Facilities.** The Board accepted proffers (Proffer 12) for Golf Course Overlook commits the Applicant to designing the project’s parking structure “to support the future installation of Level 2 electric vehicle (“EV”) charging infrastructure for a minimum of two Percent (2%) of the spaces within the structure...” (See Attachment 4)
6. **Proffer 13 – Short-Term Loading and Service Vehicle Parking.** “As part of site plan approval for the residential building, the Applicant will designate with signage or pavement markings at least one (1) standard-size parking space near the main entrance of the residential building for use as a short-term, loading or service vehicle parking space during the hours of 7:00 a.m. to 5:00 p.m., as well as designate at least two additional such spaces within the Parking Structure.” (See Attachment 4)
7. **Unbundle Parking for Residential Uses.** Though not included in the Board accepted proffers, the Applicant is planning to unbundle the residential parking from the cost to lease the unit where residents will be offered parking at a separate cost.
8. **Proffer 28 – Transportation Demand Management.** The Applicant has proffered a comprehensive transportation demand management program that has a vehicle trip generation goal of 40 percent. (See Attachment 4)

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9. **Public Bus Transit Service.** Public bus transit serves the site with bus stops along Sunset Hills Road serving the following Fairfax Connector bus lines:

- Route 505 (Reston Town Center): Weekday, Saturday & Sunday Service
- Route 556 (Bennington Woods-Wiehle-Reston East): Weekday Rush Hour Service Only
- Route 952 (Sunrise Valley – Sunset Hills): Weekday Rush Hour Service Only
- Route 981/983 (Dulles Airport – Udvart – Hazy Center – Wiehle-Reston East): Weekday, Saturday & Sunday Service
- Route 983 (Stone Road – Centreville North): Weekday, Saturday & Sunday Service

Impact to the Adjacent Area:

Section 11-102.5 of the County's Zoning Ordinance states a parking reduction resulting from the proximity of a mass transit station "*will not adversely affect the site or the adjacent area*, including potential impacts on existing overflow parking in nearby neighborhoods."

Given the parking reduction is located within a Transit Station Area, approximately 1/3 mile from the Wiehle-Reston East Metro Station, its parking unbundled from base rents, and supported by a comprehensive TDM proffer/strategies; the proposed residential parking reduction will serve to attract future residents with reduced auto ownership needs or residents not owning a vehicle at all.

The site's immediate location proximate to the W&OD Trail will provide the secondary use(s) a targeted clientele that would patronize the site as a pedestrian or bicyclist. As a result, the provision to provide a minimum of 15 commercial parking spaces would adequately serve the types of secondary uses that would seek this location.

In summary, if the parking reduction request were granted, there would be no impact on the site or surrounding areas.

Please see the contact information below if you have any questions or might require any additional materials.

Contact

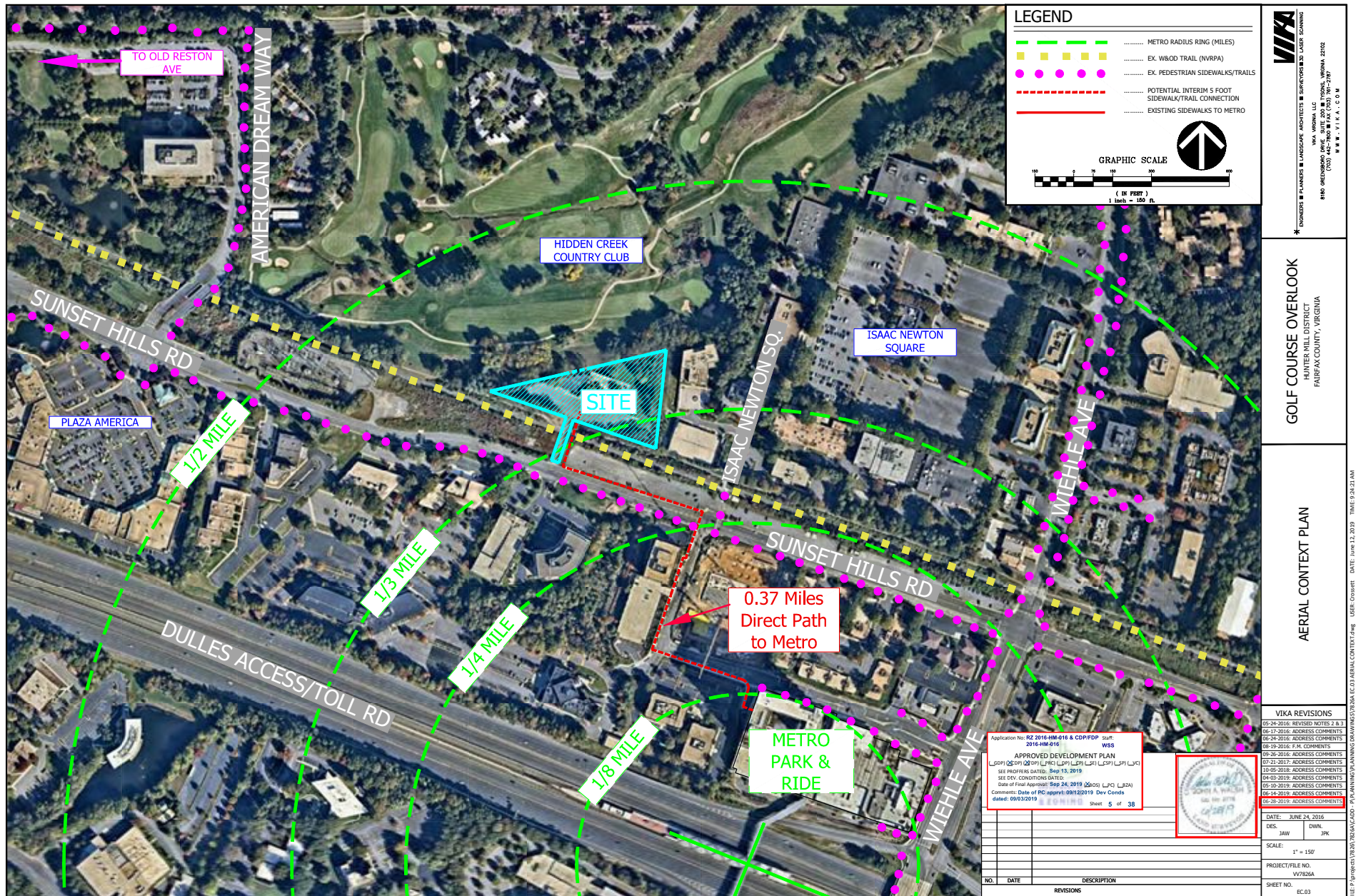
Information:

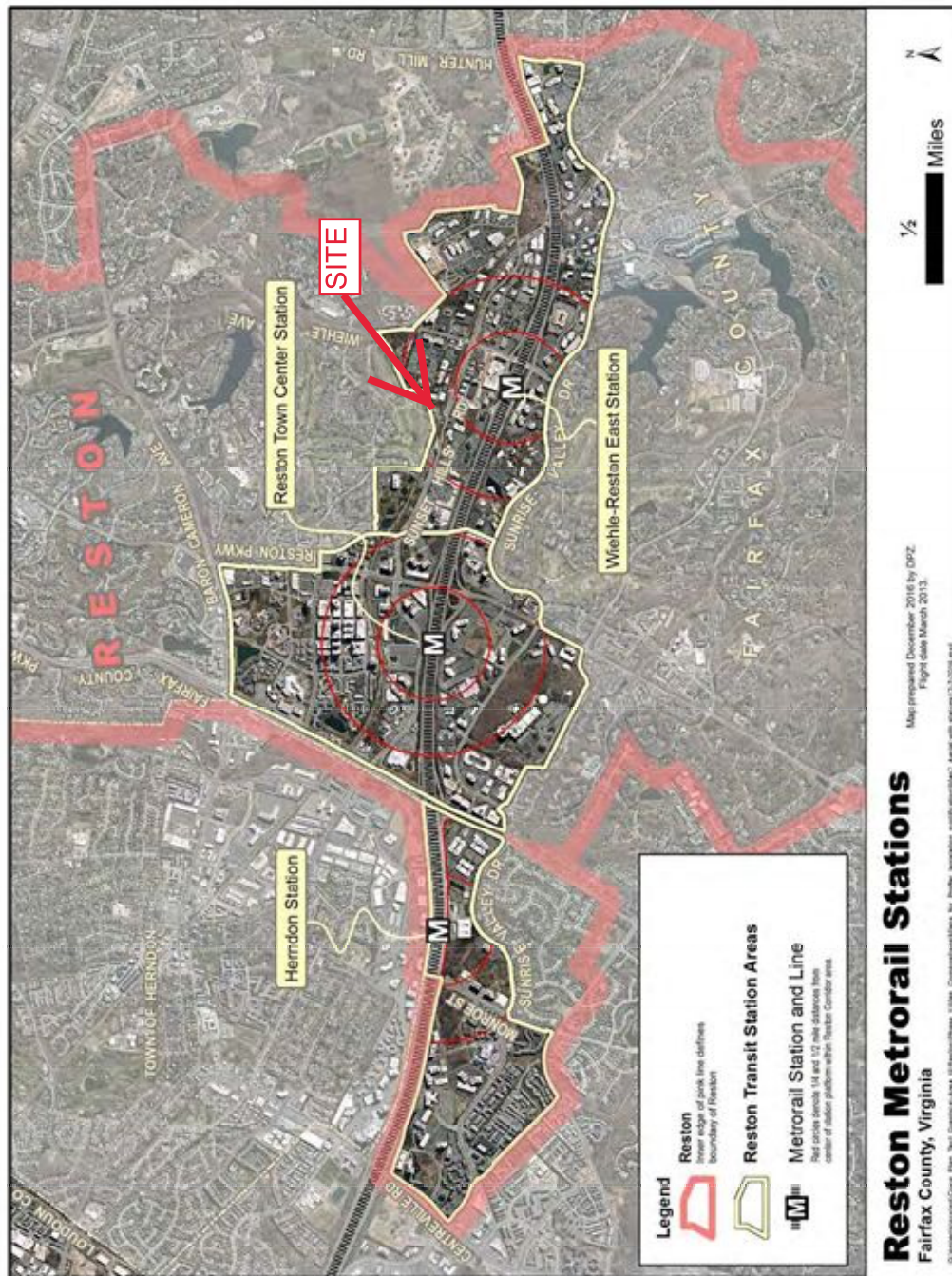
Kevin R. Fellin, P.E. (Submitter)
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cadkins@gcoreston.com
703-929-3548



ATTACHMENT I





RESTON TRANSIT STATION AREAS LOCATOR MAP

ACTION - 3

Approval of the Issuance of a Solicitation for Police-Directed Towing Services

ISSUE:

Approval by the Board of Supervisors of the issuance of a Request for Proposal to contract for police-directed towing services (law enforcement towing) for Fairfax County.

RECOMMENDATION:

Issuance of a Request for Proposal (RFP) by the County Purchasing Agent in substantially the same form as Attachment II and culminating with the award of contracts for each designated towing zone.

TIMING:

The current contract, awarded on May 29, 2015, as a result of the same process described here, expires on February 28, 2022. Time is of the essence in issuing a solicitation to ensure that the replacement contract is awarded prior to February 28, 2022.

BACKGROUND:

The County Executive has determined that, pursuant to Fairfax County Code §82-5-31(e), a competitive procurement process should be used to obtain wrecker and storage services by geographical district. On June 22, 2021, the Board of Supervisors appointed a Towing Advisory Board for the purpose of providing advice on the terms and conditions of a proposed contract for law enforcement towing. In accordance with Va. Code § 46.2-1217, the Towing Advisory Board, consisting of a member of the local law-enforcement agency, towing and recovery operations, and the general public, reviewed a draft Request for Proposal prepared by County staff. The draft Request for Proposal prepared by County staff utilizes the same evaluation process and geographical zones approved by the Board of Supervisors and used by the County in the prior solicitation issued for the existing contracts for police-directed tows. The Towing Advisory Board met three times on August 17, 2021, August 31, 2021, and September 10, 2021. Staff commends the Towing Advisory Board for their thorough review of the issues related to the County's law enforcement towing requirements.

The Towing Advisory Board proposed modifications to the draft Request for Proposal and recommends issuance of a solicitation substantially in the form of Attachment II.

Board Agenda Item
October 19, 2021

Staff is in general consensus with the Towing Advisory Board recommendations and substantially supports the proposed modifications. A summary of the modifications is included as provided in Attachment III.

Staff has attached a Request for Proposal that incorporates all of the Towing Advisory Board recommendations. It is recommended that the Purchasing Agent issue a Request for Proposal in substantially the same form as Attachment II and award contracts for each designated towing zone.

FISCAL IMPACT:

None. Services provided under the contract are paid by the consumer.

ENCLOSED DOCUMENTS:

Attachment I – Towing Advisory Board Membership

Attachment II –RFP recommended by staff and the Towing Advisory Board

Attachment III – Summary of Proposed Modifications to the RFP

STAFF:

Christina C. Jackson, Chief Financial Officer

Cathy A. Muse, Director, Department of Procurement and Material Management

Kevin Davis, Chief, Fairfax County Police Department

Attachment I

TOWING ADVISORY BOARD MEMBERSHIP

Citizen Representative

Leonard C. Tengco

Towing and Recovery Operator Representative

Jason Simmons, Hugh's Transport Inc.

Local Law Enforcement Representative

Jason Long, 2nd Lieutenant, Fairfax County Police Department

|

Attachment II

RFP recommended by Staff and the Towing Advisory Board

IMPORTANT NOTICE

THIS IS AN ELECTRONIC PROCUREMENT (eBID)

**SUBMISSIONS WILL ONLY BE ACCEPTED ELECTRONICALLY VIA
THE BONFIRE PORTAL (<https://fairfaxcounty.bonfirehub.com>)**

Fairfax County Government uses a procurement portal powered by Bonfire Interactive for accepting and evaluating proposals. To register, visit <https://fairfaxcounty.bonfirehub.com>. Additional assistance is also available at Support@GoBonfire.com.

Submitting proposals via the Bonfire portal is **mandatory**. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (e-mail) in response to this RFP. Reference Special Provisions, Section 12 for additional information.

Fairfax County strongly encourages Offerors to submit proposals well in advance of the proposal submission deadline. A proposal submission is not considered successful unless all necessary files have been uploaded and the 'Submit & Finalize' step has been completed. Offerors are responsible for the consequences of any failure to plan ahead in the submission of its Proposal.

SPECIAL PROVISIONS**1. SCOPE OF SERVICES:**

- 1.1. The purpose of this Request for Proposal is to solicit on behalf of Fairfax County (the County) sealed proposals to establish a contract or contracts through competitive negotiation for the provision of Recovery, Removal, Storage and Impoundment of Motor Vehicles as requested by the Fairfax County Police Department, Virginia State Police, or the Virginia Department of Transportation ("police or agency requested tow") or as directed by one of these agencies at the request of the owner or operator of an unattended, abandon, or immobile vehicle ("citizen requested tow") as authorized by Section 46.2-1217 of the *Code of Virginia*.
- 1.2. To facilitate the recovery, removal, storage and impoundment of privately owned motor vehicles by towing facilities at the request or direction of the Police and to protect the safety and welfare of the motoring public, and residents of Fairfax County, Virginia.
- 1.3. The removal, storage, and disposal, in accordance with law, of inoperative motor vehicles, trailers and semi-trailers from properties located in Fairfax County pursuant to Chapter 110 of the *Fairfax County Code*.
- 1.4. To assist private citizens in obtaining towing services for privately owned motor vehicles due to disablement as a result of mechanical failure or involvement in a motor vehicle crash.
- 1.5. ~~Proposals-Contracts~~ will only be ~~accepted-awarded from~~ to firms who own or lease tow lots located in Fairfax County, Virginia. Refer to TECHNICAL SPECIFICATIONS, OFFICES| STORAGE AND STORAGE FACILITIES 9.1
- 1.6. It is the County's intent to award one contract per each of the County's eight (8) Police Districts. Reference Appendix B for maps of Police Districts /Towing Zones.

Commented [WP1]: Changed since submitted to BOS

2. CONTRACT PERIOD AND RENEWAL:

- 2.1. This contract will begin on date of award and terminate on June 30, 2026. The County reserves the right to renew this contract for one additional five (5)-year renewal options, if agreeable to all parties.
- 2.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM).
- 2.3. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal 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, the contract 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 under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor 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 shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

3. BACKGROUND:

The Police Directed Towing Advisory Board (PDTAB) was created June 22, 2021, by the Fairfax County Board of Supervisors (Board) to propose language to be included in Contracts with towing

SPECIAL PROVISIONS

operators for police tows. Virginia Code §46.2-1217 authorizes local governing bodies to regulate towing and storage by entering into a Contract for services rendered pursuant to a police towing request. Virginia Code requires that voting members of the advisory board include representatives of local law enforcement agencies, as well as representatives of licensed towing and recovery operators and the general public.

In accordance with the Board's June 22, 2021, motion, the members of the PDTAB reviewed and recommended changes to the technical requirements. On October 19, 2021, the Board approved several of the PDTAB recommendations and directed staff to begin the competitive process to establish Contracts for towing services for law enforcement.

Virginia Code §46.2-1217 allows for the delineation of service areas for towing services, the limitation of the number of persons engaged in towing services in any area, including the creation of one or more exclusive service areas, and the specification of equipment to be used for providing towing service. The governing body may contract for services rendered pursuant to a police towing request with one or more businesses engaged in the towing or storage of unattended, abandoned, or immobile vehicles.

The contract may specify the fees or charges to be paid by the owner or operator of a towed vehicle to the person undertaking its towing or storage and may prescribe the geographical area to be served by each person providing towing services. The county, city, or town may establish criteria for eligibility of persons to enter into towing services contracts. Virginia Code §46.2-1217 The County specified fees may be found in Attachment 2.

4. PARTIES:

The Department of Procurement and Material Management (DPMM) is the contracting department for the County of Fairfax.

The Fairfax County Police Department (hereinafter called the "Police") is assigned the function of administering this contract.

The Contractor(s) is the party awarded a contract for the services identified above pursuant to this Request for Proposal.

5. GEOGRAPHIC RESTRICTIONS:

In order to ensure responsive service to the citizens of Fairfax County, all Offerors submitting proposals for this requirement must have offices and storage facilities located within the boundaries of Fairfax County, VA.

6. STATEMENT OF QUALIFICATIONS:

Qualified Offerors are encouraged to submit a proposal for the services described in this RFP. All Offerors should recognize that services covered by this Contract are important to the County's mission. Continuity of services must be maintained at the utmost proficiency and without interruption or delay by the Contractor throughout the entire term of the Contract. Contractor shall provide a single point of contact for all programs.

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for the proposal to be deemed non-responsible and rejected.

SPECIAL PROVISIONS

6.1. The following criteria shall be met in order to be eligible for this Contract:

- a. The Offeror must have been involved or engaged in towing for no less than two (2) of the last three (3) years in the Commonwealth of Virginia. Offeror must supply evidence of experience such as contract copy, references, or other verifiable records. Experience in police directed towing is preferred. 5 points will be added to the score for qualifying Offerors. Use Attachment 1-I.
- b. Identify location and lot size of storage facility(s) (for each zone) which meets the requirements identified in paragraph 9, of the Technical Specifications, or provide plan to secure storage facility. Use Attachment 1-J.
- c. An equipment list for all tow trucks proposed for use under the contract must accompany the proposal and the Offeror must identify in which zone the equipment will be used. The Offeror must own or control a minimum of 75% (for each zone) of the equipment specified in Section 7 and 8 of the Technical Specifications at the time of proposal submission. Use Attachment 1-K.
- d. Offerors shall provide a list of employees to operate the vehicles proposed for use under the contract, including their employment status, level of training, and certifications. The Offeror must employ at least 75% (for each zone) of the necessary certified personnel at the time of receipt for proposals. (See paragraph 13, Technical Specifications). Use Attachment 1-L.
- e. Evidence that Offeror has adequate 2-way radio communications system, including equipment list. (FCC license or agreement with system owner if network is shared). (See paragraph 7.8 of the Technical Specifications). Use Attachment 1-M.
- f. Identify DMV user number or proof of service used for past two years. Use Attachment 1-N.
- g. Proof of Business, Professional, and Occupational License (BPOL) in effect for previous two years. Provide photocopies of current license. Use Attachment 1-D.
- h. Current property tax receipts for the jurisdiction where the vehicles are principally garaged; copy of state registration, operating authority, and state inspection receipt for each vehicle. Provide photocopies of documents listed. Submit with Attachment 1-Q.
- i. Current insurance certificate which verifies that the Offeror meets the minimum state requirements. Provide insurance certificate. Submit with Attachment 1-Q.
- j. Submission of complete financial statements. The Offeror shall provide an income statement and balance sheet from the most recent reporting period. Submit with Attachment 1-Q.

Commented [WP2]: Changed since submitted to BOS

FAILURE TO PROVIDE THE INFORMATION LISTED IN SECTION 6.1 ABOVE, IN THE FORMAT IDENTIFIED MAY RESULT IN REJECTION OF THE PROPOSAL. OFFERORS SHALL USE THE FORMS PROVIDED IN ATTACHMENTS 1 A-Q.

- 6.2. Indicate the number of Class B vehicles which your storage facility can hold while maintaining space for ingress and egress, as well as lanes for movement and public parking within the facility. The storage facility(s) must meet all federal, state, and local laws, regulations, and ordinances for the purpose of this calculation. Offeror shall list all lots that may be considered for each zone proposed. The Offeror must provide aerial photos of each lot with a two foot or better resolution (available for a fee from the Fairfax County Department of Information Technology, Geographic Information Systems Division <http://www.fairfaxcounty.gov/maps/map.htm>). A space of 8 feet by 20 feet shall be considered adequate for one Class B vehicle for evaluation purposes in Attachment 1-J.

SPECIAL PROVISIONS

- 6.3. Points will be awarded for each type of equipment that exceeds minimum requirements. Multiple pieces of the same type of equipment will not receive points. Additional type of equipment exceeding minimum requirements, such as airbag recovery, front end loader, trailer, tractor or dump truck will receive 5 points (for each piece of equipment). Documentation of equipment, specifications and ownership must be submitted with proposal. Award of points for such equipment shall be subject to determination at the sole discretion of the Purchasing Agent that the proposed equipment constitutes specialty equipment exceeding minimum requirements and subject to inspection at the time other equipment and storage facilities are inspected.
- 6.4. Equipment listed by Offerors for one zone, may not be listed as equipment for another zone, for purposes of evaluation of proposals. Equipment committed to another jurisdiction's police directed towing contract is ineligible for evaluation purposes and use for performance of this contract. At any time upon request by the Police Department, an Offeror must submit evidence of ownership or a commitment to purchase, commercial lease or otherwise acquire the equipment listed in a proposal, by the effective date of the contract. The contractor must maintain exclusive control of the equipment during the period of the contract. No points will be allowed for equipment pledged or offered for use for a contract or rotational agreement with another jurisdiction.

7. INSPECTIONS:

Based on evaluation of qualifications as outlined in Section 6, the Offeror receiving the most points (the highest rated Offeror) in each zone will be contacted by the Police Department for the purpose of scheduling an inspection of equipment, personnel qualifications, communications system, and storage facilities.

The Offeror will be given a minimum of 48 hours' notice of the inspection time. Each Offeror must present for inspection all equipment listed in their proposal for each zone and all equipment required to meet the contract requirements personnel, communications system, and storage lots (includes the remaining 25% of equipment and personnel not identified during the pre-qualification process). Upon completion of the inspection the Offeror will be given a list of any deficiencies found. The Offeror will then be given notice (minimum of 48 hours' notice) to remedy the deficiencies found, at which time the Police Department will re-inspect. This will be the only possibility for the Offeror to remedy the deficiencies. (See paragraphs 7, 8, 9 and 13, Technical Specifications for equipment/items and inspection areas).

Should the Offeror fail to correct these deficiencies, the next highest scoring Offeror for that zone will be contacted for inspections.

8. TECHNICAL PROPOSAL INSTRUCTIONS:

The Offeror must submit their response to the Technical Proposal as instructed in Bonfire containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. In addition, the Offeror will submit in Bonfire an executed County's Cover Sheet (DPMM32), all the Attachment 1 documents (1A-1Q), Attachment 2, and all issued Addenda (as applicable).

- 8.1. Tab 1 – Introduction:
- a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
- 8.2. Tab 2 – Statement of Qualifications as outlined in Section 6 above.

SPECIAL PROVISIONS**9. COST PROPOSAL INSTRUCTIONS:**

- 9.1. The Offeror must confirm that your firm will only bill for the categories listed and at the rates provided by signing and submitting Attachment 2.
- 9.2. Identify which nationally recognized credit cards will be accepted by your firm. (Attachment 2)

10. PRICING:

- 10.1. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%.
- 10.2. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
- 10.3. Price decreases shall be made in accordance with paragraph 40 of the General Conditions & Instructions to Offerors. (Appendix A)
- 10.4. To ensure consistent pricing throughout the County. The same price increase will be applied across all contracts awarded from this RFP.

11. TRADE SECRETS/PROPRIETARY INFORMATION:

- 11.1. Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 11.2. **The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary.** Disposition of material after award(s) should be stated by the Offeror.
- 11.3. Request for Protection of Trade Secrets or Proprietary Information (Attachment 1-C) is provided as a courtesy to assist Offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.
- 11.4. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

12. CONTACT FOR CONTRACTUAL MATTERS:

- 12.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Patricia Wilkerson, CPPO, Contract Specialist Supervisor
 Department of Procurement and Material Management
 Telephone: (703) 324-3575

SPECIAL PROVISIONS

Email: patricia.wilkerson@fairfaxcounty.gov

- 12.2. No attempt shall be made by any Offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 17.3).

13. REQUIRED SUBMITTALS:

- 13.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal. Note: Bonfire will not allow the proposal to be submitted if any required tabs are not submitted. It will be the Offeror's responsibility to ensure the necessary information is included.

Introduction
Statement of Qualifications
DPMM32 Cover Page
Attachments 1 A-Q
Attachment 2

14. SUBMISSION OF PROPOSAL:

- 14.1. Proposals must be received electronically through Fairfax County's online Procurement Portal at: <https://fairfaxcounty.bonfirehub.com>, on or before the Submittal Deadline. Submissions will only be accepted through the portal. Fairfax County will not accept proposals submitted by paper, telephone, facsimile ("FAX") transmission, or electronic mail (i.e., e-mail) in response to this RFP. Proposal submissions and registration are free of charge. Offerors can register for a free account at: <https://fairfaxcounty.bonfirehub.com>, which will be required when preparing a submission. Documents may be uploaded at any time during the open period. The official time used for receipt of proposals/modifications is the time stamp within the Bonfire portal. No other clocks, calendars or timepieces are recognized. For technical questions related to a submission contact Bonfire at Support@GoBonfire.com or click on the link "Contact Bonfire Support here" under Need Help?. (Note: it takes an average of 16 minutes to an hour for a response). Therefore, Offerors shall take the necessary steps to submit their proposals in advance.

- 14.2. Offerors can view all the user guide which provides step by step instructions regarding use of Bonfire: <https://support.gobonfire.com/hc/en-us/categories/360000773733-User-Guides>.

Listed below are some helpful guides that will assist Offerors regarding Registration and Submission:

- Vendor Registration
<https://support.gobonfire.com/hc/en-us/articles/360011135513-Vendor-Registration>
- Creating and uploading a submission
<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

- 14.3. If, at the time of the scheduled proposal closing, Fairfax County Government is closed due to inclement weather, delayed opening, early closure, or unscheduled leave the proposal submission deadlines will be extended to the next open business day.

- 14.4. Technical Information: Uploading large documents may take time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Minimum system requirements for the Bonfire portal - Internet Explorer 11, Microsoft Edge, Good Chrome, or

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Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

- 14.5. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive, and easy to follow manner.
- 14.6. Unnecessarily elaborate brochures of other presentations beyond what is considered sufficient to present a complete and effective proposal is not desired.
- 14.7. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions.

15. ADDENDA:

- 15.1. Offerors are reminded that changes to the proposal, in the form of addenda, are often issued between the issue date and within five (5) days before the due date. All addenda shall be signed and submitted as instructed on the addenda.
- 15.2. Notice of addenda will be posted on eVA and Bonfire. It is the Offeror's responsibility to monitor the web page for the most current addenda <https://fairfaxcounty.bonfirehub.com>.
- 15.3. The last day to submit question to be addressed in the addendum will be addressed in Bonfire under "Questions Due Date." All questions pertaining to this RFP shall be submitted to patricia.wilkerson@fairfaxcounty.gov.

16. PROPOSAL ACCEPTANCE PERIOD:

- 16.1. Any proposal submitted in response to this solicitation shall be valid for one hundred eighty (180) days. At the end of the days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

17. BASIS FOR AWARD:

- 17.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 17.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated Offeror(s) will then be reviewed.
- 17.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in 12.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an Offeror from the procurement process.

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- 17.4. Based on the results of the preliminary evaluation, the highest rated Offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror.
- 17.5. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 17.6. Proposal Evaluation Criteria
- The following factors will be considered in the award of this contract:
- a. Qualifications of firm (ref. Special Provisions, Section 6) **(points 35)**
 - b. Results of inspection, Special Provisions, Section 7 **(points 35)**
 - c. Cost: Confirm that your firm will only bill for the categories and at the rates provided in Attachment 2 **(points 30)**
- 17.7. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 17.8. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.
- 17.9. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 17.10. The County may cancel this Request for Proposal or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

18. INSURANCE:

- 18.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

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- 18.2. The Contractor shall, during the continuance of all work under the contract provide the following:
- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
 - c. The Contractor agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Comprehensive General Liability policy.
 - d. The Contractor agrees to maintain Professional Liability insurance in the amount of \$1,000,000 per claim to cover each individual professional staff.
 - e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - (1) Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
 - (2) European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

Indemnification: Article 58 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - g. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
 - h. The Contractor will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Contractor while in their care, custody and control for the use of this contract. The Contractor will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the contractor's insurance agent or representative.

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- 18.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 18.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 18.5. The County, its officers and employees shall be named as an "additional insured" in the General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."

19. METHOD OF ORDERING:

- 19.1. The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards.
- 19.2. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 19.3. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 19.4. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 19.5. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

20. REPORTS AND INVOICING:

- 20.1. The Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report.
- 20.2. The Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
 - a. Contractor's Name
 - b. Contract Number
 - c. Purchase Order Number
 - d. The name of the County department
 - e. Date of services
 - f. The type of services; and,
 - g. The itemized cost for each item/service.

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- 20.3. County departments must receive monthly invoices by the 10th of each month following the month the Contractor provided the service. In addition, the Contractor will provide each County department a monthly and year-to-date utilization report which lists all information shown above in paragraph 18.2, a-g. The Contractor will mail the invoices and the utilization reports to the individuals identified in the final contract.

21. CHANGES:

- 21.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made, and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 21.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.

22. DELAYS AND SUSPENSIONS:

- 22.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 22.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 22.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

23. ACCESS TO AND INSPECTION OF WORK:

- 23.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

24. DATA SOURCES:

- 24.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing, or evaluating County data.

SPECIAL PROVISIONS**25. SAFEGUARDS OF INFORMATION:**

- 25.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared, or assembled by the Contractor under the final contract.

26. ORDER OF PRECEDENCE:

- 26.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

27. SUBCONTRACTING:

- 27.1. Subcontracting of these services is not permitted.

28. USE OF CONTRACT BY OTHER PUBLIC BODIES:

- 28.1. Reference Paragraph 71, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 28.2. It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 28.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 28.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 28.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

29. NEWS RELEASE BY VENDORS:

- 29.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

30. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:

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- 30.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 30.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

31. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

- 31.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information may not receive an award.

TECHNICAL SPECIFICATIONS**1. DEFINITIONS:**

- 1.1. Administrative Costs: Defined as DMV title and lien records fees, postage expenses, salvage or mechanics lien fees, title fees, and public notice expenses required by the Code of Virginia.
- 1.2. Authorized Personnel of Towing/Recovery Service: An owner, operator or employee who has been approved by the County, to respond to requests for service.
- 1.3. CLASS A Towing: A vehicle with Gross Vehicle Weight of 14,000 pounds or greater.
- 1.4. CLASS B Towing: A vehicle with Gross Vehicle Weight of 14,000 pounds or less.
- 1.5. DCJS: The Virginia Department of Criminal Justice Services
- 1.6. Damage Free Design: A vehicle designed to tow vehicles without causing damage to the towed vehicle. Typically called: wheel-lift, under-lift, or car carrier body styled trucks.
- 1.7. Gross Vehicle Weight: The aggregate weight of a vehicle and the load thereon.
- 1.8. Gross Vehicle Weight Rating is defined in §46.2-341.4 of the Code of Virginia.
- 1.9. Lien Holder: A financial organization, lending institution or lien establishment holding a security interest in a vehicle or vehicles subject to the provision of towing services under the terms of this contract.
- 1.10. Legal Owner: A person who (i) has vested ownership, dominion, or title to the vehicle; (ii) is the authorized agent of the owner as defined in clause (i); (iii) is an employee, agent, or representative of an insurance company representing any party involved in a collision that resulted in a police-requested tow; or (iv) is a person subject to a security interest in another person, is entitled to the use and possession of the vehicle, including a lessee under a lease intended as security, but not including a lessee under a lease not intended as security.
- 1.11. Police Directed, Police Requested Towing or Police Towing Request: Includes all requests made by a law-enforcement officer of the county, city, or town or by a State Police Officer within the county, city, or town pursuant to §46.2-1217, Code of Virginia. A Police Requested Tow shall be defined as any call for towing services received by a Contractor through the Department of Public Safety Communications or other Police entity and shall include police and citizen requested tows.
- 1.12. Proof of Ownership: A title issued by a state, territory or the District of Columbia; a State Department issued registration, bill of sale, or written authorization from a legal owner authorizing a second party to the custody of the vehicle. A vehicle may be released to a person with proof of ownership or authorization of the Police Department.
- 1.13. Properly Interested Persons: The legal owners and their agents, registered owners, lessees and persons as authorized by a Police Department official. Lien holders can be determined to be properly interested parties, upon issuance of a court order by the Fairfax County Circuit Court or by written authorization and transfer by legal owners, their agents, registered owners, lessees as defined above to the satisfaction of the Police Department or as otherwise authorized by the Police Department.
- 1.14. Standard Tow: A tow of a vehicle which is disabled, abandoned, or impounded/seized.

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- 1.15. Crash Related Tow: Towing and removal of vehicles involved in a crash, to include cleaning of the crash scene. (See Technical Specifications, Section 11.9).
- 1.16. Mileage Charge: The fee allowed to be charged to move one vehicle one mile. This fee may only be charged for citizen request tows when the vehicle is not going to the Contractor's storage facility and only after the first five miles. No fee shall be assessed for the first five miles.
- 1.17. Response Time: The time elapsed from when the contractor is notified of a request for services from the Department of Public Safety Communications, or from properly authorized Virginia State Police dispatcher or properly authorized VDOT official, to when the contractor arrives at the tow scene.
- 1.18. Storage Fee: The fee allowed to be charged for the storage and safekeeping of vehicles or trailers. All fees are to be charged on a per unit basis as listed in the County established pricing schedule.-
- 1.19. SP-167: Virginia State Police Criminal History Records Request <http://www.vsp.state.va.us/forms.htm>
- 1.20. Towing Equipment:
 - a. Large Tow Truck (Class A): A vehicle designed and built by a commercial manufacturer to tow and recover truck type vehicles weighing 26,001 pounds and above. The tow truck equipped with a heavy duty underlift rated at minimum 20,000 lbs. lifting weight and 80,000 lbs. towing weight by the manufacturer. The towing vehicle must maintain 50% of its front axle weight in a lift capacity. (For example, but not limited to: medium and heavy trucks, tractor trailers, dump trucks and cement trucks).
 - b. Medium Duty Tow Truck (Class B): A vehicle designed and built by a commercial manufacturer to tow and recover vehicles weighing 26,000 pounds or less. The tow truck equipped with a heavy duty underlift rated at minimum 15,000 lbs. lifting weight and 40,000 lbs. towing weight by the manufacturer. The towing vehicle must maintain 50% of its front axle weight in a lift capacity. (Only considered as small tow truck for purpose of this solicitation, but is awarded points for added capacity).
 - c. Small Tow Truck (Class B) - A vehicle designed and originally built by a commercial manufacturer to tow and recover vehicles designed to transport seven passengers, or less. (For example, but not limited to: cars, pickups, vans & light trucks and medium trucks weighing 26,000 pounds or less).
 - d. Car Carrier (Rollback/Flat-bed) (Class B) - A vehicle designed and originally built by a commercial manufacturer for towing, recovery and hauling purposes where the vehicle rests on a flat platform.

2. BILLING AND BILLING DISPUTES:

- 1.1 All disputes between vehicle owners and the Contractor regarding fees charged shall be resolved by the Fairfax County Police Department Towing Coordinator or Agency requested Towing Coordinator.
- 1.2 Contractors must provide the Fairfax County Police Department Towing Coordinator with monthly statement of the bills that are owed for which the County is responsible for paying.

TECHNICAL SPECIFICATIONS**3. CONTRACT ADMINISTRATION AND PERFORMANCE MONITORING:**

- 3.1 Contract Monitoring: The performance under this contract will be jointly monitored by Fairfax County Police Department (PD) and the Department of Procurement and Material Management (DPMM). Records of both a positive and negative nature will be maintained for the duration of the contract period.
- 3.2 Contract Compliance / Remedies:
1. The Police Department Agent shall be the Chief of Police or his designee (Towing Coordinator). The Department of Procurement and Material Management Agent shall be the Purchasing Agent or her designee.
 2. The County may utilize the remedies defined below to ensure the delivery of quality services to the citizens and that such service is provided in a fair and impartial manner with a proper appeal procedure to ensure that the rights of all parties are protected.
 3. The following types of performance remedies action may be imposed:
 - a. Written Reprimand - To be prepared and presented to the Contractor by the Towing Coordinator;
 - b. Temporary Suspension – The Purchasing Agent may impose a temporary suspension for a period not to exceed 10 days;
 - c. Termination of Contract for Cause - The date of notice of termination will be made at least five (5) days prior to the effective date of such termination.
 4. The Purchasing Agent may impose action in the form of a written reprimand in accordance with the following guidelines:
 - a. When the Police Department determines that an offense is of such a nature that a record should be placed in a Contract file, a written reprimand will be prepared. The memorandum will contain:
 1. A statement of performance deficiency in sufficient detail
 2. A statement of previous offenses in those cases where the letter is considered a continuation of constructive discipline.
 3. A statement that similar occurrences could result in more severe disciplinary action.
 4. The Contractor shall acknowledge the receipt of the memorandum by signature and date.
 5. The written reprimand, together with the investigation report, shall be forwarded to the County Purchasing Agent and remain a permanent part of the Contractor contract file.
 5. Termination: This contract may be terminated by either party with or without cause, at any time prior to its expiration, upon ten (10) days written notice to the other party. General Conditions and Instructions to Offerors, Appendix A. paragraph 30, titled "Termination For Convenience" is hereby deleted.

TECHNICAL SPECIFICATIONS**4. CONTRACTOR CHANGES:**

- 4.1 The Contractor shall furnish to the Police all information necessary to keep the contractor records current. Any Contractor which changes Owners, Corporate Officers or Partners or goes out of business during the term of this Contract shall give 30 days' advance written notice of such change to the Purchasing Agent. Upon receipt of the written notice, the County Purchasing Agent will make a determination as to whether or not the contract will be extended to the new owner, corporate officers, or partners. If the Contractor fails to comply with this provision, the contract may be terminated. The County reserves the right to terminate the contract, award to ~~the next low bidder, or~~ another contractor.

5. CONTRACTOR CONTACT:

- 5.1 The Contractor shall furnish the Police with only one telephone number for 24-hour service. The calls may be forwarded to another number but not to an answering machine or service. The Contractor must give a twenty-four hour notice prior to any changes in telephone numbers.

6. REQUEST FOR TOWING SERVICES:

- 6.1 When storage, recovery or towing services are requested, the Police shall contact the Contractor for the designated zone which:
- (a) is approved for the location where the towing services are required; and
 - (b) is capable of providing the appropriate services as required; and
 - (c) is immediately available.

7. EQUIPMENT SPECIFICATIONS AND CONDITION:

- 7.1 The Contractor must have the designated number of trucks for each zone (see para. 7. ~~121-~~) at the time of equipment inspection.
- 7.2 The Contractor shall use only that equipment which has been inspected and approved by the Police. The Police Department shall maintain a list of all approved equipment of the Contractor. Use of equipment from any other towing company, regardless of ownership; or of unapproved equipment shall be cause for performance action. Under emergency conditions or extenuating circumstances, this provision shall not prohibit the use of "Specialty Equipment" where required. The Contractor shall provide whatever equipment is necessary to move the motor vehicle designated by the Police. The use of specialty equipment and the cost is subject to review by the Requesting Agency. This Agency may determine applicability of equipment used and prices charged, as necessary. All tow trucks shall have necessary items for removal of debris from roadways, highways or interstates as required by Code of Virginia §18.2-324.
- 7.3 All tow trucks shall display the firm's correct name, address, and telephone number, tow truck decal (when issued) and specific company paint and letter scheme within sixty (60) days of award of this contract. The Contractor shall maintain all equipment in good operating condition. The telephone number must be given to the owner/operator of the vehicle being towed, or if that person is not available, then to the law-enforcement personnel directing the vehicle to be towed.
- 7.4 Industry standards require a swage and thimble to be used when wire rope is terminated with a fixed hook. A clip may only be used for an emergency repair.

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- 7.5 The Contractor shall maintain a place of business from where trucks dispatched in response to Police requests for towing services shall be principally garaged.
- 7.6 The Contractor shall indicate the credit cards which will be accepted and any restrictions that may apply (see Pricing Schedule, Attachment 2).
- 7.7 All tow trucks and other equipment offered shall be registered in Fairfax County by the Department of Motor Vehicles in accordance with all applicable provisions of the *Code of Virginia* and the *Fairfax County Code*.
- 7.8 All tow trucks shall be equipped with a 2-way radio communications system, capable of transmitting and receiving from the company office to anywhere in the awarded zone. The Contractor must have all F.C.C. permits and licenses where applicable. Two-way communications system means a Very High Frequency (VHF) or Ultra High Frequency (UHF) radio system consisting of a base transmitter/receiver and mobile transmitter/receivers in tow trucks. A Contractor is not prohibited from using a commercial wireless communications provider in addition to the 2-way communications system described herein; however, the Contractor must have in place an operational, redundant, reliable 2-way VHF or UHF radio communications system at the dispatch center and for each approved tow truck.
- 7.9 **Emergency Lights:** Each towing/recovery vehicle shall have amber revolving or flashing emergency lights mounted on the highest part of the vehicle and visible from all sides and shall be in compliance with *Code of Virginia* §46.2-1025 and other applicable statutes. Additional lighting will be necessary when the towing/recovery vehicle is obscured from view by the towed vehicle and be in compliance with *Code of Virginia* §46.2-1010 and other applicable statutes.
- 7.10 **CLASS B TOWING EQUIPMENT:** Each Contractor shall have the minimum number of Class B tow trucks mandated for the zone awarded and capable of recovery and towing of small vehicles. All equipment used to provide services pursuant to small vehicle towing and recovery shall be classified as Damage Free Design and shall meet certain minimum requirements as listed below:
- (1) At no time shall any Class B tow vehicle used under this contract be more than ten years old, as determined from date of first registration. The Contractor must have available documentation to support the age of the body unit.
 - a) Two of the required trucks must be dual winch and extendable recovery boom/wheel-lift vehicles,
 - b) Two car carrier / rollback vehicles,
 - c) Remainder a mix of either type.
 - (2) All Class B trucks must have a gross vehicle weight rating of 11,000 pounds, minimum, except specialized equipment.
 - (3) All Class B tow trucks will have the following equipment:
 - a) One fire extinguisher (properly rated and serviceable).
 - b) Broom (serviceable).
 - c) Shovel (serviceable).
 - d) One heavy duty flashlight (serviceable)
 - e) Two- eight to ten foot recovery straps or continuous loop

TECHNICAL SPECIFICATIONS

- f) Two wheel chocks
- g) Rope, rubber straps or small ratchet straps

e)h) Commercial absorbent (minimum 5 gallons) to be used as a quick cover-up for minor fluid spills in crashes.

d)j) Standard trade tools, i.e., hammers, screwdrivers, wrecking bar, pry bar or crowbar, two wooden blocks, bleach / peroxide and other related tools and five gallon container to contain used absorbent.

- (4) All wheel-lift trucks will also be equipped with the following:
 - a) Two snatch blocks, manufacturer stamped 4 ton with 4, 2 inch pulleys, minimum.
 - b) Tie-down straps for wheel-lift towing equivalent to those issued as standard equipment by the body manufacturer. Two safety chains for the wheel lift that shall be high test grade (4) 5/16 trade size inches rated grade 70 or higher.
 - c) One recovery chain made of alloy chain grade (8) 5/16 trade size inches.
 - d) Four-ton boom with two, four-ton winches equipped with 85 feet of 3/8 wire rope each. The Contractor shall have two trucks equipped with a four-ton boom and four ton winches for each zone.
 - e) Dollies with securing devices.
- (5) All car-carriers and rollbacks will also be equipped with the following:
 - a) One snatch block, manufacturer stamped 2 ton with 4, 2 inch pulleys minimum
 - b) Four safety tie down devices, chain or strap in any combination. Chains shall be high test grade (4) 5/16 trade size inches rated Grade 70 or higher. Straps shall be 2 inch webbing w/a 8000 lb. per linear inch rating. Chains and straps must be equipped with a transportation cluster. Straps must have a ratchet device.
 - c) Car-carriers with wheel-lifts must be equipped with tie-down straps for the wheel-lift equivalent to those issued as standard equipment by the body manufacturer.
 - d) Winches shall be rated at 4 ton minimum and equipped with 45 feet of 3/8 wire rope.
 - e) Grade 70 Chain Bridle
 - d)f) Four tire stakes

TECHNICAL SPECIFICATIONS**7.11 CLASS B EQUIPMENT REQUIREMENTS:**

CLASS B WRECKER REQUIREMENTS	
ZONE	REQUIRED EQUIPMENT
Zone #1 (Sully)	Ten (10) tow trucks required.
Zone #2 (Mt. Vernon)	Seven (7) tow trucks required.
Zone #3 (McLean)	Fourteen (14) tow trucks required.
Zone #4 (Mason)	Thirteen (13) tow trucks required.
Zone #5 (Reston)	Ten (10) tow trucks required.
Zone #6 (Franconia)	Ten (10) tow trucks required.
Zone #7 (West Springfield)	Twelve (12) tow trucks required.
Zone #8 (Fair Oaks)	Ten (10) tow trucks required.

TECHNICAL SPECIFICATIONS**8. CLASS A TOWING EQUIPMENT:**

8.1 All equipment used by the Contractor(s) providing services pursuant to heavy duty/large truck towing and recovery work under this contract shall meet certain minimum requirements as listed below:

- (1) Have at least:
 - a) One (1) Class A truck per zone offered,
 - b) One additional Class A tow truck which can be sent to any zone upon request (in case there were multiple requests in one zone or if one of their heavy duty wreckers was being repaired).
 - c) One 40 ton or larger rotator wrecker per company with the following minimum requirements
 - a. A boom structural rating (TEMA or SAE) of 80,000 lbs.
 - b. A minimum of two planetary or worm drive winches with a minimum of 200ft. of 3/4" wire rope each
 - c. The boom shall extend a minimum of 240" beyond the tailgate (level)
 - d. The boom shall elevate to a working height of 30 ft. (@ 50 degrees) minimum
 - e. The truck chassis shall be a minimum of 62,000 lbs. GVW
 - a.f. The unit shall be equipped with a hydraulic extendable under reach tow unit with a capacity of 45,000 lbs. (retracted)
- (2) Class A tow trucks will have the following equipment:
 - a) 35 ton hydraulic boom with two 25,000 pound winches equipped with 185 feet of 5/8 inch wire rope each, minimum.
 - b) Two 3/8", two 5/8" and four 1/2" alloy (grade #8 or higher) recovery chains. One recovery chain made of alloy chain grade (8) 2 trade size inches and 15,000 lbs. or greater Kevlar recovery sling.
 - c) Hydraulic outriggers or spades.
 - d) Four heavy duty snatch blocks (working load matched to winches) Two snatch blocks with 6 inch pulleys with a manufacturer's rating stamp of 8 tons, minimum, equipped with a locking device.
 - f) One fire extinguisher (properly rated and serviceable).
 - g) Broom (serviceable).
 - h) Shovel (serviceable).
 - i) Commercial absorbent (minimum 5 gallons) to be used as a quick cover-up for minor fluid spills.
 - j) Standard trade tools, i.e., hammers, screwdrivers, wrecking bar, bleach / peroxide and other related tools. Container (5 gallon bucket) for debris and used absorbent.
- (53) All Contractors must be equipped with an air bag recovery system which meets the following minimum requirements (only one required, regardless of number of zones awarded):

TECHNICAL SPECIFICATIONS

- a) Must have at least one air bag recovery system including starter pillows, with motor driven air pump, with a lifting capacity of 100,000 lbs.
- b) Two sets of roll-over straps. One set shall be 6" x 26' webbing w/a 8000 lb. per linear inch rating. One set shall be 12" x 26' w/a 8000 lb. per linear inch rating.

TECHNICAL SPECIFICATIONS**9. OFFICES, STORAGE AND STORAGE FACILITIES:**

- 9.1 The offices and storage facility(s) used for vehicles towed under this contract must meet the conditions outlined below. Contractor will have 90 days from date of award to secure the necessary sized storage space. Note: as more electric vehicles take to the road, the storage space requirements will be reviewed and may be increased to meet developing storage criteria. The Contractor shall provide, by ownership or leasing, storage facilities sufficient for vehicles towed, which shall:
- (a) be located within the County of Fairfax, Virginia, or in a Town or City located within the boundaries of the County of Fairfax Virginia, where the Fairfax County Police Department has been granted jurisdictional powers. Contractors are not required to maintain a storage facility within the particular zone awarded.
 - (b) comply with all federal, state and local laws;
 - (c) provide adequate safekeeping of the vehicles and the contents of such vehicles stored on the storage property and may not store any vehicle, regardless of origin, on State or County roads. The lot must be for the exclusive use of the contractor or have an area for the contractor set aside and separated by an 8' fence that prohibits mingling of vehicles towed under separate agreements and is secured so that only the contractor may gain entry to the section;
 - (d) Operations offices, company records and dispatching must be located on adjacent, or in close proximity (no more than 0.5 miles) to the primary storage facility and must meet all federal, state and local laws, regulations and ordinances. Offices must have parking for customers on the property and spaces that allow customer entry. Facilities having offices and dispatching not located at or immediately adjacent to primary storage lots must maintain an office and 24/7 employee on the primary storage lot which conforms to all federal, state, and local laws, regulations, and ordinances and must display the corporate office location prominently at the front door to the facility;
 - (e) be approved for the proposed use by the Zoning Administrator of Fairfax County if located in Fairfax County or the Zoning Administrator of that jurisdiction if not located within Fairfax County. Evidence of zoning approval must be included in the proposal.
- 9.2 If the Contractor leases its storage area, it shall submit a copy of the existing contract or letter of intent to lease the storage area with the proposal. An executed lease must be presented at time of inspection. Lease agreements (or letter of intent) submitted in response to the RFP must have a term at least equal to the term of the initial contract period and have renewals at the option of the Contractor which would extend the lease term for a period at least equal to the term of the contract. For purposes of this requirement, the term of contract renewals is not included in the term of the contract until the County gives notice of intent to renew. The County reserves the right to require a copy of the lease agreement prior to award of the contract.
- 9.3 The Contractor or storage facility shall grant the Police access to vehicles towed or stored pursuant to this Contract on demand.
- 9.4 Signs which readily identify the storage facility and which comply with all applicable federal, state, and local laws shall be installed and maintained at storage facilities. Signs shall be posted at the Contractor's site, clearly and conspicuously informing the vehicle owners of their option to request that a party other than the original towing Contractor tow the vehicle

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from the storage facility.

- 9.5 **Primary Storage Facility (P.S.F.)** All primary storage facilities shall be inspected and approved by the police prior to use. The primary storage facility shall have an office on or immediately adjacent to the facility property and shall have an attendant on duty twenty-four hours daily, seven days per week.

A primary storage facility must be unenclosed and be a minimum of 3/4 acre, paved or graveled lot, fenced for maximum security (minimum of 8' fence unless other code restrictions apply) and shall be lighted during hours of darkness, to afford distinct visibility to all portions of the facility. Ingress and egress to Storage Facility shall be sufficient to ensure that customers may safely arrive and depart from the storage facility without utilizing on-street parking. Customer parking must be designated and be located adjacent to the operations office. The storage facility must be maintained in the condition as when inspected at all times.

Security provisions shall be implemented at the Primary Storage Facility to prevent the loss or theft of personal property or vehicle parts. The Primary Storage Facility shall have a segregated and designated area for the storage of vehicles held for criminal and/or evidentiary examination. A Primary Storage Facility shall be capable of accommodating all vehicles that are appraised in value in excess of \$5,000 and all vehicles bearing modified equipment or cargo valued in excess of \$1500. A vehicle's value will be determined by the Police Department in accordance with the latest available edition of the National Automotive Dealers Association (NADA) book on retail value. Vehicles shall be parked and separated to preclude the possibility of damage.

- 9.6 **Secondary Storage Facility (S.S.F.)** Secondary storage facilities shall be inspected and approved prior to its use. A S.S.F. is a designated location used by a Contractor as a yard or lot for temporary storage. S.S.F.'s must be graveled and fenced (8' minimum) for maximum security and shall be lighted during the hours of darkness, to afford illumination of all stored vehicles. S.S.F.'s shall only be used to store vehicles appraised under \$5,000. A vehicle's value will be determined by the Police Department in accordance with the latest available edition of the National Automotive Dealers Association (NADA) book on retail value. A S.S.F. may be used for emergency storage (overflow storage of vehicles valued over \$5,000) of vehicles only if an attendant is on duty at the S.S.F. for security purposes, twenty-four hours daily, seven days per week. Vehicles shall be parked and separated to preclude the possibility of damage. Contractor must release a vehicle from a S.S.F. in less than one hour. A secondary storage facility must be maintained in the condition as when inspected at all times.

- 9.7 Ingress and Egress to Storage Facilities shall be sufficient to ensure that customers may safely arrive and depart from the storage facilities without utilizing on-street parking. Customer parking must be designated and on-site.

10. POST-AWARD INSPECTIONS:

- 10.1 The Police shall inspect and shall approve all equipment and storage facilities described in Attachments 1J, 1K & 1M which may be utilized by the Contractor during the term of the contract. (see paragraphs 7 and 10, Technical Specifications)
- 10.2 The Contractor shall notify the Purchasing Agent of any additions or changes in equipment or storage facilities made to Attachments 1J, 1K & 1M following inspection and approval by the Police. Such notifications shall be made within fifteen (15) days of the subject change. The Contractor shall at all times comply with minimum equipment and storage facility specifications. All such changes are subject to inspection and approval by the County.

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- 10.3 The Contractor hereby grants to the Police permission to periodically inspect all equipment and storage facilities listed in Attachments 1J, 1K & 1M during the term of the contract, at the convenience of the Police. Should the Police determine any storage facility or equipment to be unacceptable, the Police shall give verbal and written notification to the Contractor of its determination, and said unacceptable equipment or storage facility shall not be used by the Contractor in the performance of the contract until corrected, and, if not reasonably corrected within 10 days, such equipment or storage facility shall be deleted from Attachments 1J, 1K & 1M.

11. RESPONSE CAPABILITY:

- 11.1 The Contractor shall respond to Police Requests for Towing Services every day of the week on a twenty-four (24) hour a day basis as required by the Fairfax County Police Department. Police and Contractors shall have the right to stage wreckers for rapid response during rush hour, storms and other times constituting rapid response or unusual need as required. There will be no additional compensation granted to the contractor for the staging of wreckers or equipment.
- 11.2 The Contractor shall respond within thirty (30) minutes to the location named by the Police upon receipt of a call from the Police that identifies the type of vehicle to be towed. If unable to respond immediately, the Contractor shall so inform the Police upon receipt of the call. Additional response time may be allowed for large crashes, or in unusual circumstances as determined by the law-enforcement personnel on the scene (i.e., traffic backup caused by incident). If unable to respond within the above time limits, the towing company shall immediately notify the Department of Public Safety Communications upon receipt of the call or immediately once a determination is made that they cannot respond within the time limit. Frequent violations of this requirement may result in disciplinary action(s) as noted in Technical Specifications, paragraph 3 Contract Administration and Performance Monitoring above.
- 11.3 The Contractor shall only respond to locations in their zone where the Police require towing or recovery services when it is specifically requested to do so by the Police. If the Contractor arrives at a location without having been requested to respond by the Police or the vehicle owner, the Police may direct the Contractor to leave, even if the Contractor would otherwise have been called to the location. In such instances, the Police reserve the right to direct the Contractor to provide services when immediate assistance is necessary to protect persons or property. If the Police request a contract tow truck but a tow truck requested by a private citizen prior to the Police request arrives first, or simultaneously, the contract tower may be directed to leave the scene.
- 11.4 Towing/recovery services shall be prohibited from "chasing" or "running" crashes or breakdowns, without a bona fide request from law enforcement personnel or the owner/operator of the vehicle in question. Nothing in this section shall prevent a contractor from responding in close proximity to an incident where assistance is anticipated. However, the contractor may only dispatch a truck in a contracted zone and shall not approach or enter the scene until directed to do so by the incident commander.
- 11.5 Whenever services are requested by the Fairfax County Police Department, the Police will document the towing of the vehicle by completing the required departmental documentation at the location where services are required and prior to the vehicle being removed from the scene. Such documentation shall include the following information:
- (a) name of owner, if known;
 - (b) description of vehicle and visible prior damage;
 - (c) storage facility address;

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- (d) inventory of accessible contents of vehicle.

A copy of such documentation shall be given to the Contractor driver for transmittal to the storage facility, and the owner or operator of the towed vehicle.

- 11.6 The Contractor shall respond to Police calls for the removal and storage of inoperative vehicles as defined in Chapter 110 of the *Fairfax County Code*, every day of the week during regular business hours, from 8:00 A.M. to 5:00 P.M., Monday through Friday.
- 11.7 The Contractor shall not be required, under this contract, to tow a vehicle farther than one adjacent jurisdiction outside of the boundaries of Fairfax County. During inclement weather or other emergency periods of high service levels, the contractor may elect to transport the vehicle outside of Fairfax County at a later time. The subsequent tow is a citizens' request tow and will be considered a private contract outside the scope of this contract.
- 11.8 Contractor shall tow wrecked, abandoned, or unattended vehicles regardless of vehicle's condition. Contractor shall dispose of unclaimed vehicles in accordance with the law.
- 11.9 Contractor's shall be required to clean up any fluid, debris or other materials left behind at a crash scene as a result of the crash, within their capabilities, with the goal to return the roadway to its pre-crash condition as reasonably as is practicable. This shall include ensuring that any absorbent used to clean up fluid spills is effective and properly contained or disposed of.
- 11.10 For cases where the police require vehicles to be towed from another jurisdiction as part of a criminal investigation, the contractor assigned to the zone where the case originated shall be used.

12. STORAGE OR IMPOUNDMENT OF VEHICLES:

- 12.1 The Contractor shall tow vehicles only to an approved storage site (see Attachment I-J, paragraph 10, Technical Specifications) without delay or interim parking, unless the owner or operator of the vehicle directs that it be towed to another designated location, and such direction does not conflict with Police Department instructions.
- 12.2 At the request of the Police, the Contractor will tow, store, and dispose of abandoned or unattended vehicles, regardless of condition, for whom no owner can be located. This service shall include all administrative costs and no charge shall be made to the Police or the County of Fairfax, Virginia. The County shall reimburse parties entitled to compensation if the County is reimbursed for these vehicles. Vehicles abandoned on privately owned property are exempt from this provision.
- 12.3 Neither Fairfax County, the lien holder, the registered owner of the vehicle nor a properly interested person shall be liable for any cost in excess of \$300.00 incurred for the storage or administrative cost due to an administrative or procedural error caused by the County of Fairfax or its employees.
- 12.4 Towing/recovery operators shall take all vehicles to a designated site or storage lot without delay unless otherwise directed by the owner or law enforcement personnel.
- 12.5 Impoundments of vehicles for thirty (30) day periods pursuant to Virginia State Code 46.2-301.1, shall be billed at the contract rates for towing and storage.
- 12.6 All vehicles unclaimed by a Properly Interested Person shall be disposed of in accordance with all applicable state or local laws.

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All tow truck operators shall be employees of the Contractor and duly licensed to operate the tow vehicle and its equipment as required by the Code of Virginia and shall have such license in their possession at all times when they are operating any equipment in performance of this Contract.

It is the Contractor's responsibility to ensure that operators meet all requirements.

13.2 Certification:

All operators of Class B and Class A tow trucks must have completed and passed a ~~driver certification program which shall be based upon nationally recognize~~ recognize driver d certification standards program (i.e. TRAA, Wreckmaster, TowCert, etc.).

All drivers shall also successfully complete the National Traffic Incident Management Responder (SHRP2) training.

Passage of Level I, Light Duty Towing and Recovery test administered under the auspices of the Towing and Recovery Association of America, Inc. shall be accepted for Class B towing.

Fairfax County shall have no responsibility for the costs associated with obtaining driver certification.

Offerors utilizing training programs other than those specified herein shall submit the program name and description with its proposal and any other supplemental information requested by the County. Must comply with all DCJS requirements as defined in §46.2-116.

- 13.3 **Automatic Disqualifiers:** Any owner's prior conviction, or pending charges that if convicted, would constitute a "Barrier" crime as defined in Virginia State Code § 63.2-1719, (See Appendix C) will not be eligible as an approved or authorized owner for providing services under the terms of this contract. An owner or other personnel providing services under the contract with a conviction or any pending charges which would constitute a "Barrier crime" shall not be eligible to perform services under the contract. The time period elapsed following the conviction shall not be considered as a basis for relief from this provision.
- 13.4 Tow truck operators subject to Federal Motor Carrier Safety Regulations as adopted by the Superintendent of Virginia State Police, shall have in their possession any license, certificate or other documents required.
- 13.5 Towing/recovery operators shall not respond to a call after consuming alcohol, illegal drugs, or prescriptions or medications which would impair the operator's ability to drive or operate equipment.
- 13.6 The Contractor shall provide the Police Department with copies of DMV Records of all persons employed as drivers in the performance of this Contract, or as directed by the Police Towing Coordinator. DMV record checks must be available at the time of equipment inspection by the towing coordinator.
- 13.7 All driver training certificates and driver's DCJS licenses shall be presented to the towing coordinator at the time of equipment inspection.
- 13.8 All Contractor employees responding to calls for service shall wear a shirt, jacket or similar

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article of clothing which conspicuously identifies the Contractor and the operators name when on the scene of a traffic incident. Contractor employees must also wear a ~~safety vest of the type recommended by the Virginia State Wide Incident Management Committee or as issued by the Virginia State Police to their employees, or a vest approved by OSHA (in good condition)~~ an ANSI II 3 compliant safety vest while on the scene of a traffic incident or operating outside of the vehicle on roads owned and maintained by the Commonwealth of Virginia, or of any political subdivision of the State.

- 13.9 No one other than employees of the Contractor may accompany the tow truck driver to the scene of a police request for tow services.
- 13.10 Contractor shall have in place an employee drug testing program for all employees who perform under this contract. This testing program shall be in conjunction with or in addition to the mandatory Department of Transportation CDL drug testing program.

14. FEES AND CHARGES TO CUSTOMERS:

- 14.1 The fees charged by the Contractor to customers shall be as set forth by the County and documented in the contract. All disputes involving charges for services under this contract will be resolved by police or requesting agency following an investigation pursuant to the requesting agency's policy. The decision of the police department concerning fees charged shall be binding on the Contractor.
- 14.2 The Contractor shall present to the owner or properly interested person of any motor vehicle towed or stored hereunder (hereinafter the "customer") an itemized bill containing the following information:
- (1) Vehicle owner's name, address;
 - (2) Vehicle description including manufacturer, V.I.N., color, model, and license tag information;
 - (3) Date and time vehicle was towed and location from which the vehicle was towed;
 - (4) Date, and time the vehicle was released;
 - (5) Itemization of each and every charge to the customer. Only charges set forth on the pricing schedule or authorized by the Towing Coordinator may be assessed.
- 14.3 In all situations where the Contractor is required to tow any vehicle, at Police direction, to a Police Facility for examination or investigation, no towing fee will be charged until the vehicle is released. However, upon completion of the examination or investigation, the vehicle will be released to the original Contractor. The contractor will charge the vehicle owner the fee for both tows, in accordance with the pricing schedule.
- 14.4 Recovery fees for extensive or unusual operations may be charged at a standard or reasonable rate as stated in this section. Use of specialty equipment and hourly recovery rates for extensive or unusual operations may be allowed under this contract, as approved by the agency requesting services. If there is a complaint, the Fairfax County Police Department's Towing Coordinator will have final approval of all charges to determine applicability, necessity, and reasonableness of the charges and/or equipment and personnel used. The decision of the Towing Coordinator will be final.
- 14.5 An administrative fee of ~~\$75~~\$150 may be charged if the contractor initiates the lien process through DMV for unclaimed vehicles pursuant to Virginia Code §46.2-644.01. This fee may not be charged until a vehicle has been in storage for at least three business days .

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- 14.6 The Contractor may impose a mileage fee for citizen requested tow charges to locations other than the Contractor storage lot. The Police Department shall have final approval of all charges to determine applicability, necessity and reasonableness of the charges and/or equipment and personnel used. The decision of the Police Department will be final. This fee may be imposed after the first five (5) miles from the scene of initial tow. The start and end mileage must be itemized on the bill.
- 14.7 The County will be responsible for fees and charges for towing or recovery services for seized vehicles only. The vehicle owner is responsible for fees and charges assessed after the vehicle is released.
- 14.8 Contractors must accept credit cards and debit type cards for payment and/or in lieu of debit cards provide a functional ATM machine at every location from which vehicles are released. No additional service may be charged by the tower for the use of the ATM service. In order to satisfy this requirement, the credit cards accepted by the tower must include at least one commonly used nationally recognized credit card. The contractor shall accept personal checks if automated payment methods are inoperable. The contractor shall accept payment by corporate checks for secondary tows. Evidence of satisfactory compliance with these requirements must be provided at time of lot inspection.(pre-award)
- 14.9 When calculating storage fees, no charge shall be made for storage and safekeeping of a vehicle for the first 24 hours the vehicle is on the storage site. After the vehicle is on the storage site for more than 24 hours, a vehicle storage fee may be charged for each subsequent 24-hour period, or any portion thereof.

15. RELEASE OF VEHICLES AND PERSONAL PROPERTY:

- 15.1 The contractor shall promptly arrange for the release of vehicles towed and/or stored within a reasonable time, not to exceed one (1) hours from the time of call for release of a vehicle on a twenty-four (24) hour basis.

The contractor shall allow the owner of the vehicle or any other properly licensed towing and recovery business, upon presentation of a written request by the owner of the vehicle, to have access to the vehicle for the purpose of inspecting or towing the vehicle to another location for the purpose of repair, storage, or disposal. For purposes of this Section 17.1, "owner of the vehicle" shall be defined, in accordance with §46.2-1217, Code of Virginia, and means a person who (i) has vested ownership, dominion, or title to the vehicle; (ii) is the authorized agent of the owner as defined in clause (i); (iii) is an employee, agent, or representative of an insurance company representing any party involved in a collision that resulted in the police-requested tow; or (iv) is a person subject to a security interest in another person, is entitled to the use and possession of the vehicle, including a lessee under a lease intended as security, but not including a lessee under a lease not intended as security.

The contractor shall not release any vehicle designated as "vehicle held as evidence pending release by Fairfax County Police Department" or "vehicle held as evidence pending release by court disposition" or "vehicles held as seizures," until authorized by a Police official.

- 15.2 The Contractor shall immediately release personal property contained in towed vehicles to the property's owner(s) upon request unless otherwise designated by the Police Department.
- 15.3 The Contractor shall release stored vehicles, or personal property contained therein, to parties presenting proof of ownership as defined in paragraph 1.8 of the Technical Specifications. Lien holders or other financial institutions shall be considered properly interested person(s) in accordance with paragraph 1.8 and 1.11 of the Technical

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Specifications, Definitions.

16. CONTRACTOR REPORTS AND RECORDS:

- 16.1 The Contractor shall retain a copy of all itemized bills as required by paragraph 15.2, Technical Specifications for the term of the contract.
- 16.2 **CONTRACTOR RECORDS:** The towing/recovery services shall keep either written or electronic records of vehicles which have been towed, stored, disposed of and/or retained pursuant to request of the Police Department for the term of the contract. Such records shall be available for inspection by the Police Department during normal business hours. The records shall include at a minimum:
- 1) name of the officer authorizing the tow;
 - 2) name of the operator who picks up the vehicle;
 - 3) date and time of the tow;
 - 4) vehicle tag number and state of issue;
 - 5) vehicle identification number;
 - 6) make, model, ~~color~~color, and year of vehicle;
 - 7) location from which towed;
 - 8) charges for tow and/or storage;
 - 9) disposition of vehicle and date thereof; and
 - 10) name of person to whom the vehicle was released.
 - 11) location where vehicle was towed, if other than tower's lot.
- 16.3 **REPORTS:** The contractor shall upon request of the police department or the County Purchasing Agent provide activity reports summarizing all tows occurring in the period requested no later than 15 business days after receiving the request. The report shall include any of the records required in paragraph 17.2 and may also include, but not be limited to the number of tows by category, identifying the fee assessed and any extra charges for such period as requested by the Police Department or the County Purchasing Agent. Reports must be in digital format using commonly accepted software or software compatible with Microsoft Office Pro type products. Such records shall be maintained for the duration of the contract. Such records shall be available for inspection by the Police during normal business hours.

17. INOPERATIVE MOTOR VEHICLES:

- 17.1 Vehicles towed at the request and direction of the Police Department by a Contractor under *Fairfax County Code*, Chapter 110, Inoperative Motor Vehicles, shall be disposed of in accordance with the provisions therein. No cost, whatsoever, for towing, storage, or disposal of these vehicles shall be accrued to the County of Fairfax. However, the Contractor may pursue recovery of the cost through appropriate legal proceeding against the responsible party.

18. COMPLIANCE WITH LAWS:

- 18.1 The Contractor shall comply with all federal, state and local laws, ordinances, and regulations relating to the performance of the services under the resultant contract. This includes but is not limited to security~~securing~~ all necessary federal, state and local licenses.

19. USE OF CONTRACT BY NORTHERN VIRGINIA JURISDICTIONS AND VIRGINIA STATE AGENCIES:

TECHNICAL SPECIFICATIONS

- 19.1 Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer.
- 19.2 Offeror(s) Authorization to Extend Contracts: Offerors shall indicate in the appropriate space on Attachment 1-O whether they will extend any resultant contract to any or all of the below listed jurisdictions:
- Town of Herndon
Town of Vienna
Virginia State Police
Virginia Department of Transportation (VDOT)
- 19.3 It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).
- 19.4 Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 19.5 Fairfax County shall not be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

REVISED

Attachment III

Summary of Proposed Modifications to the RFP

The following modifications were made to the draft RFP (attached) as a result of the recommendations of the Towing Advisory Board, or to ensure equitable opportunities for competition.

SPECIAL PROVISIONS

- Page 2, paragraph 1.5, deleted and replaced with: Contracts will only be awarded to firms who own or lease tow lots located in Fairfax County, Virginia. Refer to TECHNICAL SPECIFICATIONS, OFFICES, STORAGE AND STORAGE FACILITIES 9.1
- Page 4, paragraph 6.1, added: Experience in police directed towing is preferred. 5 points will be added to the score for qualifying Offerors.

Commented [WP1]: Changed since submitted to BOS

Commented [WP2]: Changed since submitted to BOS

TECHNICAL SPECIFICATIONS

1. Equipment specifications were modified to reflect current equipment requirements for towing services.

- Page 19, paragraph 7.10 (3), **deleted** specifications a – e and **replaced** with updated equipment, a – i.
- Page 20, paragraph 7.10 (4), **deleted** specifications b) and **replaced** with updated specifications, b).
- Page 20, paragraph 7.10 (5), **deleted** specifications a - d and **replaced** with updated specifications, a - f.
- On page 22, paragraph 8.1 (1) **deleted** specifications a – b and **replaced** with updated specifications, a – c.
- On page 22, paragraph 8.1 (2) **deleted** specifications a – j and **replaced** with updated specifications, a – j.

OFFICES, STORAGE AND STORAGE FACILITIES

- Page 24, paragraph 9.1, **added** : Contractor will have 90 days from date of award to secure the necessary sized storage space. Note: as more electric vehicles take to the road, the storage space requirements will be reviewed and may be increased to meet developing storage criteria.

Commented [WP3]: Changed since submitted to BOS

2. Requirements for Tow Truck Operators/ Authorized Personnel changes as follows:

- Page 28, paragraph 13.2, Certification, Updated and called out specific nationally recognized certification programs.
- Page 29, paragraph 13.8, added requirement for ANSI 3 compliant safety vest.

3. Changes to Fees and Charges to Customers were revised as follows:

Summary of Proposed Modifications to the RFP

- Page 29, paragraph 14.1, With multiple law enforcement agencies using this contract, language was added to the disputes resolution statement to include "...pursuant to the requesting agency's policy."
 - Page 29, paragraph 14.5, The recommendation is to keep the administrative fee at \$150.
4. Release of Vehicles and Personal Property
- Page 30, paragraph 15.1 adds the requirement that; " The contractor shall allow the owner of the vehicle or any other **properly licensed** towing and recovery business..."
5. Contractor Reports and Records
- Page 31, paragraph 16.2 clarifies that "The towing/recovery services shall keep **either written or electronic** records of vehicles..."

Board Agenda Item
October 19, 2021

ACTION - 4

Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Hunter Mill Bridge Replacement Project (Hunter Mill District)

ISSUE:

Board of Supervisors' 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 improvements at the Hunter Mill Road Bridge over Colvin Run.

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 implementation of the project.

TIMING:

The Board should act on this item on October 19, 2021, so that VDOT can continue implementing of the project.

BACKGROUND:

The Fairfax County Comprehensive Plan, adopted by the Board of Supervisors on July 31, 2006, and amended through September 2, 2015, depicts Hunter Mill Road as a two-lane facility. The existing one lane bridge over Colvin Run is structurally deficient and must be replaced immediately. On February 29, 2020, the bridge underwent emergency reinforcement, while the Load Rating was reduced to 10 tons and the lane width was reduced to approximately 10 feet, so the bridge could remain open. The purpose of the project is to replace the existing structurally deficient one lane Hunter Mill Road bridge over Colvin Run. The new bridge will be two lanes to match the existing roadway and Comprehensive Plan.

The project will also incorporate pedestrian safety design features and improvements including a splitter island, median refuge, and Rectangular Rapid Flashing Beacon (RRFB). The median refuge and RRFB will improve safety and accessibility of drivers, bicyclists, and pedestrians where Hunter Mill Road and the Colvin Run Stream Valley

Board Agenda Item
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Trail intersect just south of the bridge. The bridge is also being designed to allow a future trail crossing of Colvin Run.

Although the project will be primarily funded by VDOT State of Good Repair funds, the funds do not cover the pedestrian improvements south of the bridge. VDOT is asking Fairfax County to contribute \$408,000 for the construction of the splitter island, median refuge, and RRFB.

FISCAL IMPACT:

The current total project estimate is \$5,000,000. The County's share of the cost for design and construction of the splitter island, medium refuge, and RRFB is \$408,000. On December 1, 2020, the Board endorsed the design plans for the project and was notified that staff had identified funding for this need in 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 including Related Appendices

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

Todd Wigglesworth, Chief, Coordination and Funding Division (CFD), FCDOT

Ray Johnson, Chief, Funding Section, CFD, FCDOT

Smitha Chellappa, Senior Transportation Planner, CFD, FCDOT

Michael Cuccias, Transportation Planner, CFD, FCDOT

Valecia Witt, Chief, Administration Services, FCDOT

Joe LaHait, Debt Coordinator, Department of Management and Budget

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, October 19, 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 Hunter Mill Bridge Replacement PROJECT ADMINISTRATION AGREEMENT

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 Hunter Mill Bridge Replacement project (VDOT project # 0674-029-358 , UPC 110499/110433) (“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 19th day of October 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
0674-029-358	110499/110433	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 110499

Appendix B – UPC 110499

Appendix A – UPC 110433

Appendix B – UPC 110433

VDOT Administered, Locally Funded Appendix A
Date: 8/5/2021

Project Number:	0674-029-358	UPC:	110499	CFDA#	20.205	Locality:	Fairfax County
Project Location ZIP+4: 22182-1500		Locality DUNS #074837626		Locality Address (incl ZIP+4): 4050 Legato Rd, Suite 400 Fairfax, VA 22033-2895			
Project Narrative							
Work Description: HUNTER MILL ROAD OVER COLVIN RUN BRIDGE REPLACEMENT Replace structurally deficient bridge. (PE Phase, Design Splitter Island)							
From: 0.098 mi. South of Colvin Run							
To: 0.087 mi. North of Colvin Run							
Locality Project Manager Contact info:				Will Steinhilber august.steinhilber@fairfaxcounty.gov 703-877-5600			
Department Project Manager Contact Info:				Vicente Valeza vicente.valeza@vdot.virginia.gov 703-259-3256			

Project Estimates	
Phase	Estimated Project Costs
Preliminary Engineering	\$163,000
Right of Way & Utilities	\$0
Construction	\$0
Total Estimated Cost	\$163,000

Project Cost				
Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$163,000	Local Funds	100%	\$163,000
				\$0
Total PE	\$163,000			\$163,000
Right of Way & Utilities				\$0
Total RW				\$0
Construction				\$0
Total CN				\$0
Total Estimated Cost	\$163,000			\$163,000

Total Maximum Reimbursement / Payment by Locality to VDOT	\$163,000
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Project Financing					
Local Funds					Aggregate Allocations
\$163,000					\$163,000

Payment Schedule			
FY 2022			
\$163,000			

Program and Project Specific Funding Requirements	
<ul style="list-style-type: none"> All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation. This is a limited funds project. The LOCALITY shall be responsible for a not to exceed amount of \$163,000. VDOT has billed the LOCALITY \$0 for this project as of 8/5/2021. VDOT has received \$0 from the LOCALITY for this project as of 8/5/2021. VDOT has paid for all the PE expenses under UPC 110499 and the locality is paying back up to \$163,000 of the PE costs for design of the splitter island. The LOCALITY shall make one lump sum payment to VDOT in the amount of \$163,000 based on actual expenditures no later than 30 days after execution of this agreement/appendix upon VDOT invoice. The design of this project will be done under UPC 110499 and construction of this project will be done under UPC 110433. 	

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

VDOT Administered, Locally Funded Appendix A
Date: 8/4/2021

Project Number: 0674-029-358 **UPC:** 110433 **CFDA#** 20.205 **Locality:** Fairfax County

Project Location ZIP+4: 22182-1500	Locality DUNS #074837626	Locality Address (incl ZIP+4): 4050 Legato Rd,Suite 400 Fairfax, VA 22033-2895
------------------------------------	--------------------------	--

Project Narrative
Work Description: #SGR17VB - HUNTER MILL ROAD OVER COLVIN RUN BRIDGE REPLACEMENT - Replace structurally deficient bridge (CN Phase, Construct Splitter Island).

From: 0.098 mi. South of Colvin Run

To: 0.087 mi. North of Colvin Run

Locality Project Manager Contact info: Will Steinhilber august.steinhilber@fairfaxcounty.gov 703-877-5600

Department Project Manager Contact Info: Vicente Valeza vicente.valeza@vdot.virginia.gov 703-259-3256

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$0
Right of Way & Utilities	\$0
Construction	\$245,000
Total Estimated Cost	\$245,000

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering				
Total PE				\$0
Right of Way & Utilities				
Total RW				\$0
Construction	\$245,000	Local Funds	100%	\$245,000
				\$0
Total CN	\$245,000			\$245,000
Total Estimated Cost	\$245,000			\$245,000

Total Maximum Reimbursement / Payment by Locality to VDOT
\$245,000
Project Financing

Local Funds				Aggregate Allocations
\$245,000				\$245,000

Payment Schedule

FY 2022			
\$245,000			

Program and Project Specific Funding Requirements

- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- This is a limited funds project. The LOCALITY shall be responsible for a not to exceed amount of \$245,000.
- VDOT has billed the LOCALITY \$0 for this project as of 8/4/2021.
- VDOT has received \$0 from the LOCALITY for this project as of 8/4/2021.
- **The LOCALITY shall make one lump sum payment to VDOT in the amount of \$245,000 based on actual expenditures no later than 30 days after execution of this agreement/appendix upon VDOT invoice.**
- The design of this project will be done under UPC 110499 and construction of this project will be done under UPC 110433.

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

Appendix B**Project Number: 674-029-358 (UPC 110499)****Locality: Fairfax County**

Project Scope	
Work Description:	HUNTER MILL ROAD OVER COLVIN RUN BRIDGE REPLACEMENT Replace structurally deficient bridge. (PE Phase, Design Splitter Island)
From:	0.098 mi. South of Colvin Run
To:	0.087 mi. North of Colvin Run
Locality Project Manager Contact Info: Will Steinhilber august.steinhilber@fairfaxcounty.gov 703-877-5600 Department Project Coordinator Contact Info: Vicente Valeza vicente.valeza@vdot.virginia.gov 703-259-3256	

Detailed Scope of Services

VDOT will design a splitter island in accordance with the concept plan shown below, including landscaping for completing the PE phase using additional Local Funds.



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

Appendix B

Project Number: 0674-029-358 (UPC 110499) Locality: Fairfax County

Project Scope	
Work Description:	Replace structurally deficient bridge
From:	0.098 mi. south of Colvin Run
To:	0.087 mi. north of Colvin Run
Locality Project Manager Contact Info: Will Steinhilber august.steinhilber@fairfaxcounty.gov 703-877-5600	
Department Project Coordinator Contact Info: Vicente Valeza vicente.valeza@vdot.virginia.gov 703-259-3256	

Detailed Scope of Services
Design a splitter island in accordance with the concept plan shown below, including landscaping.


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

Appendix B

Project Number: 0674-029-358 (UPC 110433)

Locality: Fairfax County

Project Scope	
Work Description:	Replace structurally deficient bridge
From:	0.098 mi. south of Colvin Run
To:	0.087 mi. north of Colvin Run
Locality Project Manager Contact Info: Will Steinhilber august.steinhilber@fairfaxcounty.gov 703-877-5600 Department Project Coordinator Contact Info: Vicente Valeza vicente.valeza@vdot.virginia.gov 703-259-3256	

Detailed Scope of Services
<p>Construct a splitter island in accordance with the concept plan shown below, including landscaping.</p> 

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	_____ or printed name of person signing

Typed

Appendix B**Project Number: 0674-029-358 (UPC 110433)****Locality: Fairfax County****Project Scope**

Work #SGR17VB - HUNTER MILL ROAD OVER COLVIN RUN BRIDGE
Description: **REPLACEMENT - Replace structurally deficient bridge (CN Phase, Construct Splitter Island).**
From: **0.098 mi. south of Colvin Run**
To: **0.087 mi. north of Colvin Run**

Locality Project Manager Contact Info: Will Steinhilber august.steinhilber@fairfaxcounty.gov 703-877-5600Department Project Coordinator Contact Info: Vicente Valeza vicente.valeza@vdot.virginia.gov 703-259-3256**Detailed Scope of Services**

VDOT will construct a splitter island in accordance with the concept plan shown below, including landscaping for completing the CN phase using additional Local Funds. VDOT will maintain the splitter island after construction including the landscaping.



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

 or printed name of person signing Typed

INFORMATION - 1

Fairfax County Community Flood Preparedness Fund Resilience Plan

The Virginia Community Flood Preparedness Fund (CFPF) was “established to provide support for regions and localities across Virginia to reduce the impacts of flooding, including flooding driven by climate change.” The Virginia Department of Conservation and Recreation (DCR) administers loans and grants from the CFPF to local governments.

A CFPF Resilience Plan must be submitted to and approved by DCR before a jurisdiction can apply for project based CFPF grants. A Fairfax County (County) CFPF Resilience Plan (Attachment 1) was developed to fulfill the CFPF grant requirement while the ongoing Resilient Fairfax Climate Adaptation and Resilience Plan is being completed by Office of Environmental and Energy Coordination. The County’s CFPF Resilience Plan is a compilation of adopted documents that meet the five required elements of a resiliency plan as outlined in the 2021 Grant Manual for the Virginia CFPF. Both regional and County specific documents have been included, with most of the documents readily available online. Submittal and approval of the County’s CFPF Resilience Plan will allow us to apply and, if awarded, receive grants from the Virginia CFPF. Grants can provide reimbursement of up to 70 percent of eligible project costs. The County’s CFPF Resilience Plan contains no fiscal or implementation obligations.

Unless otherwise directed by the Board of Supervisors, the Stormwater Planning Division, Department of Public Works and Environmental Services will submit the County’s CFPF Resilience Plan to DCR for approval.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Community Flood Preparedness Fund Resilience Plan

Board Agenda Item
October 19, 2021

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 Divisions

Craig Carinci, Director, DPWES, Stormwater Planning Division

ASSIGNED COUNSEL:

Marc E. Gori, Assistant County Attorney

FAIRFAX COUNTY

VIRGINIA COMMUNITY FLOOD PREPAREDNESS FUND

RESILIENCE PLAN



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1. Introduction

The Virginia Community Flood Preparedness Fund (CFPF) Resilience Plan for Fairfax County is comprised of a compilation of county adopted documents that meet the requirements outlined in the 2021 Grant Manual for the Virginia CFPF. Both regional and county specific documents have been included with most of the documents readily available through organizational websites. Subsequently, links to each document, as available, can be found at the end of each subsection.

2. Regional Strategies and Plans

The County has participated in regional efforts in the development of several regional strategies and plans to address resiliency, mitigation, and impacts of climate change. These are described below.

A. [Northern Virginia Hazard Mitigation Plan](#)

The 2017 “Northern Virginia Hazard Mitigation Plan” was a regional effort involving nineteen counties, cities, and towns in the Northern Virginia region (Arlington County, Fairfax County, Loudoun County, Prince William County, City of Alexandria, City of Fairfax, City of Falls Church, City of Manassas, City of Manassas Park, Town of Dumfries, Town of Haymarket, Town of Herndon, Town of Leesburg, Town of Lovettsville, Town of Middleburg, Town of Purcellville, Town of Occoquan, Town of Round Hill and Town of Vienna). The plan was adopted by the County Board of Supervisors in April 2017 and outlines specific courses of action that communities intend to apply to reduce vulnerability and exposure to future hazards, including flooding events. The plans outlined were formulated through a systematic process centered on the participation of citizens, businesses, public officials, and other community stakeholders.

The purpose of the plan is to:

- Protect life, safety, and property by reducing the potential for future damages and economical losses that result from natural hazards;
- Make communities safer places to live, work and play;
- Demonstrate a local commitment to hazard mitigation principles; and
- Comply with state and federal legislative requirements for local multi-jurisdictional hazard mitigation plans.

[Link to Northern Virginia Hazard Mitigation Plan](#)

B. [Resilient Critical Infrastructure: A Roadmap for Northern Virginia](#)

The Northern Virginia Regional Commission (NVRC) is a regional council of thirteen member local governments in the Northern Virginia suburbs of Washington DC (Arlington County, Fairfax County, Loudoun County, Prince William County, City of Alexandria, City of Fairfax, City of Falls Church, City of Manassas, City of Manassas Park, Town of Dumfries, Town of Herndon, Town of Leesburg, and Town of Vienna). As a result of projections of increased extreme precipitation events, more frequent and longer heat waves, and increased flooding from sea level rise and storm surge, NVRC formed a resiliency team who led the efforts in the development of the 2018 "Resilient Critical Infrastructure Roadmap for Northern Virginia" (Roadmap). The Roadmap is a planning framework to identify actions to potentially decrease the severity of future

consequences emanating from climate and extreme weather. The document outlines a series of objectives and strategies to achieve the goal of planning for resilience.

[Resilient Critical Infrastructure: A Roadmap for Northern Virginia](#)

C. [Regional Collaboration to Build Community Resilience in Northern Virginia](#)

The 2020 “Regional Collaboration to Build Community Resilience in Northern Virginia” continued the work of NVRC’s resiliency team (described above). Specifically, work included the development of an implementation plan, documentation of the economic impacts from extreme weather, and revisions to the Roadmap (described above). The Roadmap was revised to include two more objectives: maximize green infrastructure and ensure equitable access to resilient critical infrastructure.

[Link to Regional Collaboration to Build Community Resilience in Northern Virginia](#)

D. [Sea Level Rise: Impact on Northern Virginia](#)

As part of the NVRC’s efforts (described above), an interactive story map and dashboard was created in 2019 to convey the impact of sea level rise scenarios of 1 foot, 3 feet, and 5 feet. The map and dashboard include the number of parcels, acres and assessed property value impacted in Northern Virginia for each of the scenarios. Figure 1 depicts the impacts of 5 feet of sea level rise in the southern portion of the county.

[Link to Sea Level Rise: Impact on Northern Virginia](#)

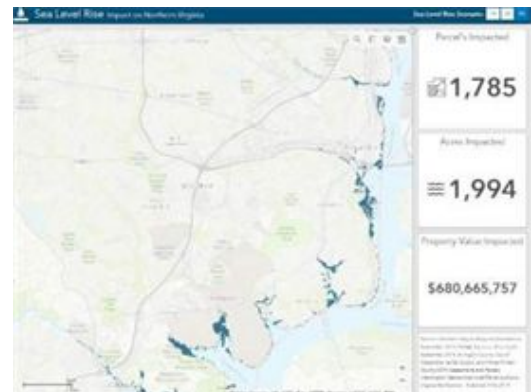


Figure 1: Sea Level Rise Story Map

3. County Strategies and Plans

In addition to regional efforts, the County has developed specific strategies, plans, and analyses specific to the areas within the county borders. These are described below.

A. [Fairfax County FY 2022 - FY 2026 Capital Improvement Program, Stormwater Management](#)

Fairfax County’s Stormwater Management program is managed on a comprehensive watershed basis and consists of: Regulatory Compliance, Dam Safety and Facility Rehabilitation, Stream and Water Quality, Emergency and Flood Control, Conveyance System Rehabilitation, Contributory Funding Requirements, and Operational Support.

Each year, current and proposed projects are reevaluated in terms of projected costs and timing. The County’s Stormwater service district, established in FY 2010, provides a dedicated funding source for both operating and capital project requirements, by levying a service rate of \$0.0325 per \$100 of assessed real estate value. This revenue funds implementation of watershed master plans, public outreach efforts, stormwater monitoring activities, water quality improvements, stormwater conveyance system maintenance, regulatory requirements, and flood mitigation. An ultimate rate of \$0.0400 per \$100 of assessed value has been estimated to be required to fully support the stormwater program in the future.

The [Fairfax County Comprehensive Plan](#) includes the following established objectives:

- Provide for a comprehensive drainage improvement and stormwater management program to maximize property protection and environmental benefits throughout the watershed.
- Provide a system of drainage facilities that prevents or minimizes structure flooding, stream degradation and traffic disruption in an efficient, cost effective and environmentally sound manner.
- Prevent and reduce pollution of surface and groundwater resources. Protect and restore the ecological integrity of streams in Fairfax County.
- Protect the Potomac Estuary and the Chesapeake Bay from the avoidable impacts of land use activities in Fairfax County.
- Identify, protect and enhance an integrated network of ecologically valuable land and surface waters for present and future residents of Fairfax County.

The projects included and described in the Stormwater Management Capital Improvement Program align with the established Comprehensive Plan objectives.

[Link to Fairfax County FY 2022 - FY 2026 Capital Improvement Program, Stormwater Management](#)

B. [Repetitive Loss Area Analysis](#)

Fairfax County has been participating in the National Flood Insurance Program since January 7, 1972, and in the Community Rating System (CRS) program since October 1, 1993. In September 2018, the County developed a “Repetitive Loss Area Analysis” using Section 510, Floodplain Management Planning, of the “2013 CRS Coordinator’s Manual” to enhance the program and potentially improve the associated credit. This analysis documented 77 repetitive loss properties and 21 repetitive loss areas in the county identified according to the principles outlined in FEMA’s CRS guidance titled *Mapping Repetitive Loss Areas*, dated August 15, 2008. Potential mitigation measures were recommended for each repetitive loss area and include elevation of structures, drainage improvements, levee construction, waterproofing/ floodproofing, floodwalls, and demolition and acquisition.

The “Repetitive Loss Area Analysis” can be found attached to this plan as Attachment 1.

C. [Fairfax County Watershed Management Plan](#)

Fairfax County has developed comprehensive watershed management plans for each of the county’s 30 watersheds. These are grouped into 11 major watershed management plan documents. A watershed management plan serves as a tool to identify and address the issues affecting our environment and to protect and restore the county’s streams and other water resources.

The plans identify areas of opportunity for implementing both structural and non-structural improvement projects such as stream restorations, stormwater facility retrofits, community education and stewardship, streamside buffer enhancements and installation of green stormwater infrastructure (GSI). These plans were completed from February 2005 to February 2011.

[Link to Fairfax County Watershed Management Plans](#)

D. [Fairfax County Pre-Disaster Recovery Plan](#)

Fairfax County's "Pre-Disaster Recovery Plan" was finalized in April 2020 and guides county actions to recover from incidents and disasters, such as flooding events, in support of a resilient, safe, physically accessible, sustainable, and economically strong community. This plan establishes roles and responsibilities during recovery operations, as well as a concept of operations for the county. It is intended to be used in conjunction with established operational procedures, plans, and protocols. It fulfills Fairfax County's commitment to maintain readiness capabilities for all phases of emergency management, including the capability to recover from disasters as part of the National Incident Management System (NIMS).

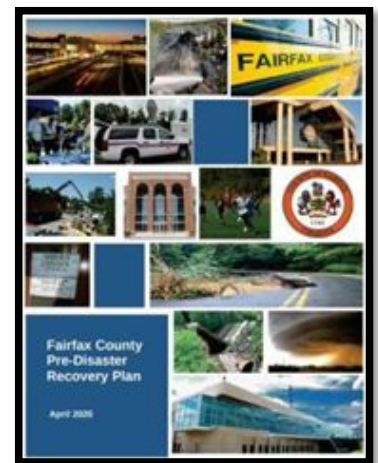


Figure 2: Pre-Disaster Recovery Plan Cover

[Link to Fairfax County Pre-Disaster Recovery Plan](#)

E. [Fairfax County Floodplain Management Plan Progress Report](#)

The "Floodplain Management Plan Progress Report" provides the county's progress on implementation of the flood mitigation actions of the Northern Virginia Hazard Mitigation Plan (see section on Regional Strategies and Plans) in response to FEMA requirements for the maintenance of the county's CRS program. This progress report provides details on the status of specific mitigation actions and was completed in July 2021.

[Link to Fairfax County Floodplain Management Plan Progress Report](#)

F. [Fairfax County Environmental Vision](#)

The county's Environmental Vision was first adopted in 2004 and updated in 2017 to incorporate additional policies, techniques and opportunities, changed regulations, and budget requirements and changes to county operations since the development of the initial vision document.

The Board of Supervisors has shaped its vision to protect and enhance the environment around two principles: 1) conservation of our limited natural resources must be interwoven into all government decisions; and 2) the Board must be committed to provide the necessary resources to protect and improve our environment for quality of life now and for future generations. The document demonstrates the county's leadership to protect and enhance the environment across seven core service areas: land use; transportation; water; waste management; parks and ecological resources; climate and energy; and environmental stewardship. Each of the service area describes existing and past county efforts followed by an area vision and supporting objectives.

[Link to Fairfax County Environmental Vision](#)

4. In-Progress Efforts

The following studies, documents, and efforts are currently in-progress and have not yet been adopted by the county. Their intent, objectives, and goals align with the county's plan for

flooding resiliency and are briefly described below. Additional details will be provided as they are available with subsequent CFPF Resilience Plan revisions.

A. [Resilient Fairfax](#)

The county is embarking on a formal effort to address climate adaptation and resilience. Resilient Fairfax is a holistic, coordinated approach to adaptation and resilience planning. This approach will include the development of a comprehensive Climate Adaptation and Resilience Plan for the county and community as well as the implementation of strategies to reduce risk to county residents, businesses, and infrastructure. The plan will also identify climate risks and vulnerabilities to develop adaptation and resilience strategies. The countywide plan will ensure the use of common baselines to assess climate impacts to meet the needs of all community members in an equitable manner. Plan development and documentation is an ongoing effort, with the final Climate Adaptation and Resilience Plan anticipated to be complete by summer 2022.

[Link to Resilient Fairfax Webpage](#)

B. [Countywide Regulatory Floodplain Mapping](#)

Fairfax County has initiated a project to complete modeling and mapping of the County's regulatory floodplain based on estimated ultimate land-use development conditions. This project will leverage and build on work completed by FEMA as part of their updates to the County's Special Flood Hazard Areas. Flows for hydraulic modeling will be developed from a detailed rainfall-runoff model that will allow incorporation of future rainfall estimates to assess potential impacts of climate change on the regulatory floodplain. A pilot for the Dogue Creek watershed is currently 60% complete, with the countywide work expected to be completed in approximately 3 years.

C. [Northern Virginia Coastal Storm Risk Study](#)

Fairfax County is part of an ongoing project, the Northern Virginia Coastal Storm Risk Management (CSR) Study to investigate coastal flooding problems, needs and potential solutions for the region. The Metropolitan Washington Council of Governments (MWCOG) is completing the study in partnership with the US Army Corps of Engineers (USACE). The study continues efforts of the 2015 North Atlantic Coast Comprehensive Study which identified the DC Metropolitan region, including Northern Virginia, as one of the nine high risk areas needing future analysis. The goal is to reduce coastal flood risk to people, properties, critical infrastructure, services and important resources in the study area, considering future climate and sea level change scenarios.

5. CFPF Resilience Plan Requirements

The strategies and plans documented and described in previous sections address the five elements of Resilience Plans as outlined in the 2021 Grant Manual for the Virginia CFPF. Table 1 provides a summary of the necessary plan elements and the corresponding regional or county plans and strategies that provide these elements.

Resilience Plan Elements (from 2021 CFPF Grant Manual)

1. It is project-based with projects focused on flood control and resilience.
2. It incorporates nature-based infrastructure to the maximum extent possible.
3. It includes considerations of all parts of a locality regardless of socioeconomics or race.
4. It includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation.
5. Is based on the best available science, and incorporates climate change, sea level rise, storm surge (where appropriate), and current flood maps.

The grant manual states that resilience plans may refer to “documents when compiled address the elements of the definition”, which is the method employed here, to complete the resilience plan.

Table 1: Required Resilience Plan Elements Comparison Table

Required Resilience Plan Elements	County Resilience Plan Components								
	FY 2022 – FY 2026 Stormwater Capital Improvement Program	Northern Virginia Hazard Mitigation Plan	Resilient Critical Infrastructure: A Roadmap	Regional Collaboration to Build Community Resilience	Sea Level Rise: Impact on Northern Virginia	Repetitive Loss Area Analysis	Fairfax County Watershed Management Plans	Fairfax County Pre-Disaster Recovery Plan	Fairfax County Environmental Vision
Project-based with projects focused on flood control and resilience.	X					X	X		
Incorporates nature-based infrastructure to the maximum extent possible.	X			X			X		X
Includes considerations of all parts of a locality regardless of socioeconomics or race.	X	X	X	X	X	X	X	X	X
Includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation.	X	X					X		
Based on the best available science, and incorporates climate change, sea level rise, storm surge (where appropriate), and current flood maps.		X	X	X	X	X			

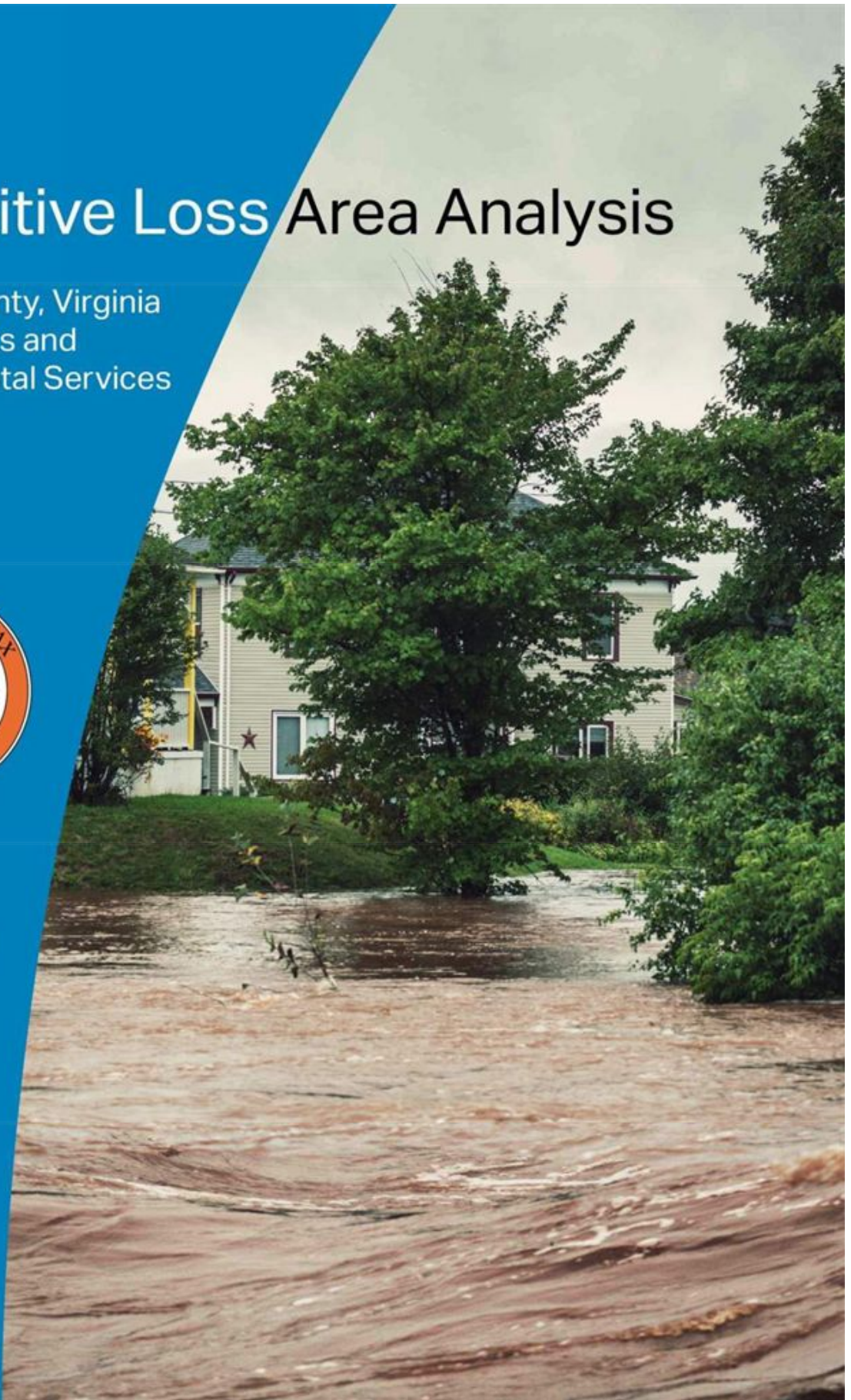
Repetitive Loss Area Analysis

Fairfax County, Virginia
Public Works and
Environmental Services



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Acronyms and Abbreviations

CRS	Community Rating System
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FIS	Flood Insurance Study
FMA	Flood Mitigation Assistance
FMP	Floodplain Management Plan
HMA	Hazard Mitigation Assistance
HMGP	Hazard Mitigation Grant Program
NFIP	National Flood Insurance Program
PDM	Pre-Disaster Mitigation
RL	Repetitive Loss
RLA	Repetitive Loss Area
RLAA	Repetitive Loss Area Analysis
SFHA	Special Flood Hazard Area
USACE	U.S. Army Corps of Engineers

1. Repetitive Loss Area Analysis

1.1 Background

Flooding is the most common natural hazard in the United States. For much of history, the Nation dealt with the flood hazards ineffectively, and the brunt of the resulting property losses was borne by the American taxpayer. Finally, in 1968, Congress passed the National Flood Insurance Act, which eventually led to the creation of the National Flood Insurance Program (NFIP). The NFIP provided relief to taxpayers by transferring the cost of flood losses to the properties with the highest risk of flooding via flood insurance premiums. The program also provided these owners with financial aid post-flood, encouraged development outside of flood hazard zones, and required new and improved buildings to be constructed to be more resilient to flooding.

The NFIP operates in cooperation with the federal and local governments. Participation in the NFIP is entirely voluntary, but the benefit of federally backed flood insurance is incentive to join. The Federal Emergency Management Agency (FEMA) agrees to provide flood insurance for properties in a community if that community takes steps to meet certain criteria of future floodplain development.

Communities must adopt and enforce floodplain regulations that meet or exceed NFIP criteria to receive flood insurance coverage underwritten by the NFIP. Community floodplain regulations are supposed to protect newly constructed buildings from the flood levels depicted on the Flood Insurance Rate Map (FIRM). Once a community meets NFIP criteria, flood insurance policies are available to every building in the participating community.

The NFIP offers reasonably priced flood insurance to communities that comply with minimum standards for floodplain management. The NFIP's Community Rating System (CRS) is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements.



Communities participating in the CRS receive discounted flood insurance premium rates to reflect the reduced flood risk resulting from actions meeting the three goals of the CRS:

1. Reduce flood damage to insurable property,
2. Strengthen and support the insurance aspects of the NFIP, and
3. Encourage a comprehensive approach to floodplain management.

Fairfax County, VA (Community ID 515525) has been participating in the NFIP since January 7, 1972 and meeting its basic requirements. In addition, Fairfax County has completed several components to qualify participation in the CRS program. The County improved its CRS rating from a CRS Class 7 to a Class 6, which rewards all policyholders in the Special Flood Hazard Area (SFHA) with a 20 percent reduction in their flood insurance premiums. Other property owners not in the SFHA (Standard Zone X policies) receive a 10 percent discount, and preferred (low) risk policies receive no discount. The rating change was made effective in October 1, 2014, making Fairfax County the first community in the State to earn this rating based on the FEMA 2013 CRS manual. The County has been participating in the CRS program since October 1, 1993.

As of October 31, 2016, there were 6,785 NFIP policies in force in the County, with insurance coverage of \$1.59 billion. The County has 1,045 paid losses against the NFIP totaling about \$10.8 million. According to repetitive loss data received from FEMA in 2016, 77 repetitive loss properties remain unmitigated.

FEMA defines Repetitive Loss as damage to any insurable building for which two or more claims of more than \$1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A property does not have to be carrying a current flood insurance policy to be considered a Repetitive Loss property. If the property was ever insured and there have been claims on that property, it will remain designated as a Repetitive Loss property from owner to owner, after any policy was in effect.

A Floodplain Management Plan (FMP) was recently developed for Fairfax County in accordance with the NFIP, *CRS Coordinator's Manual* (FEMA 2013). However, the FMP examines flooding issues within the County as a whole and does not assess individual properties; therefore, the County has opted to complete a Repetitive Loss Area Analysis (RLAA) using Section 510 of the 2013 *CRS Coordinator's Manual*. The RLAA will benefit Fairfax County by examining potential mitigation measures for specific repetitive loss areas (RLAs) and may increase its credit in the CRS program.

1.2 Setting

Fairfax County, situated in Northern Virginia, is part of the Washington-Arlington-Alexandria, DC-VA-MD-WV Metropolitan Statistical Area. The County comprises about 407 square miles located directly across the Potomac River from Washington, D.C. Most of the County lies in the Piedmont physiographic region, with rolling hills and deep stream valleys such as Difficult Run and its tributaries. Elevations in the County range from sea level along the Potomac River to over 500 feet (150 meters) above sea level near Tysons Corner, VA. Across the river to the north is Montgomery County, MD, and across the river to the southeast are Prince George's County and Charles County in Maryland. Fairfax County is partially bounded on the north and east by Arlington County and the independent cities of Alexandria and Falls Church. It is bounded on the west by Loudoun County and on the south by Prince William County. In 2016, the population was estimated at 1,131,886 (Fairfax County, 2015). Figure 1 shows the location of Fairfax County.

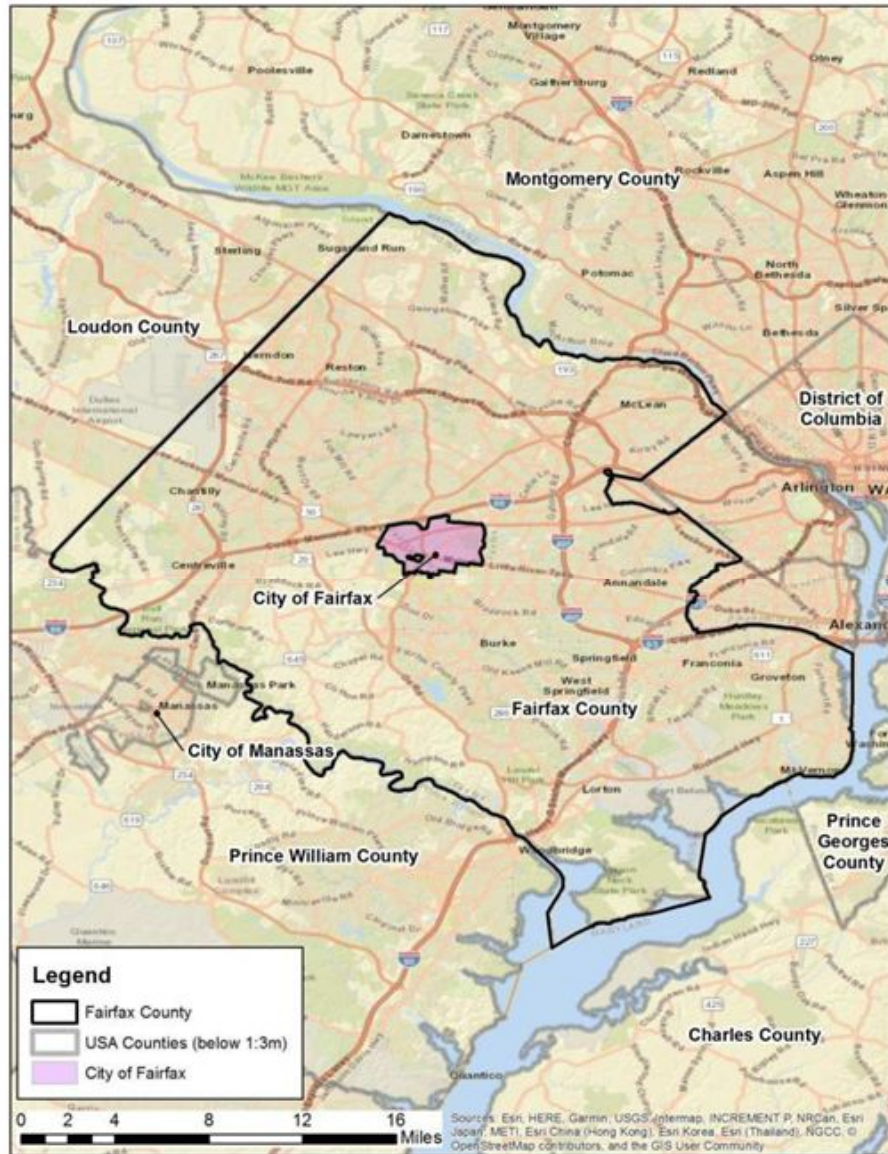


Figure 1: Fairfax County Location and Surrounding Communities

1.3 Repetitive Loss Requirement

Repetitive loss data must be maintained and updated annually for a community to participate in the CRS. Since many of the losses under the NFIP come from repetitively flooded properties, addressing these properties is a priority for participating in the CRS program. CRS communities are categorized as A, B, or C depending on the severity of their repetitive loss problem; each category has different responsibilities.

- Category A:** A community that has no repetitive loss properties, or whose repetitive loss properties all have been mitigated. A Category A community has no special requirements except to submit information to update its repetitive loss list, as needed.

- Category B: A community with at least one, but fewer than 50, repetitive loss properties that have not been mitigated. At each verification visit, a Category B community must:
 - (a) Prepare a map of the repetitive loss area(s) (see Section 503),
 - (b) Review and describe its repetitive loss problem,
 - (c) Prepare a list of the addresses of all properties with insurable buildings in those areas, and
 - (d) Undertake an annual outreach project to those addresses (see Section 504). A copy of the outreach project is submitted with each year's recertification.
- Category C: A community with 50 or more repetitive loss properties that have not been mitigated. A Category C community must:
 - (a) Do the same things as a Category B community, AND
 - (b) Prepare and adopt a repetitive loss area analysis for all repetitive loss areas, or prepare and adopt a floodplain management plan that includes full credit for planning Step 5(c). Repetitive loss area analyses and floodplain management plans are described under Activity 510 (Floodplain Management Planning).

1.4 Repetitive Loss Areas and Properties

As described in Section 1.1, there are 77 repetitive loss properties in Fairfax County. Since 2013, the County identified and mapped 21 RLAs based on FEMA's list of repetitive loss properties. There are 631 properties located within the RLAs.

Of the 631 properties within the RLAs, 541 of them are clustered within four RLAs across the county. The remaining 90 properties are scattered across the county in the other RLAs. Table 1 lists the four RLAs with their corresponding number of clustered properties.

Table 1: Four RLAs with Majority of Repetitive Loss Properties

RLA No.	Area Description	Number of Properties
RLA 5	Belle View / New Alexandria	202
RLA 7	Huntington	230
RLA 16	Lake Anne	57
RLA 18	Bel Air	52

RLA = repetitive loss area

The 21 RLAs within Fairfax County were identified according to the principles outlined in FEMA's CRS guidance titled *Mapping Repetitive Loss Areas*, dated August 15, 2008.

An overview map of the County's RLAs is shown in Figure 2. A table describing each RLA, a detailed map of the RLA and included property footprints, and sample photographs from each RLA are provided in Section 2.

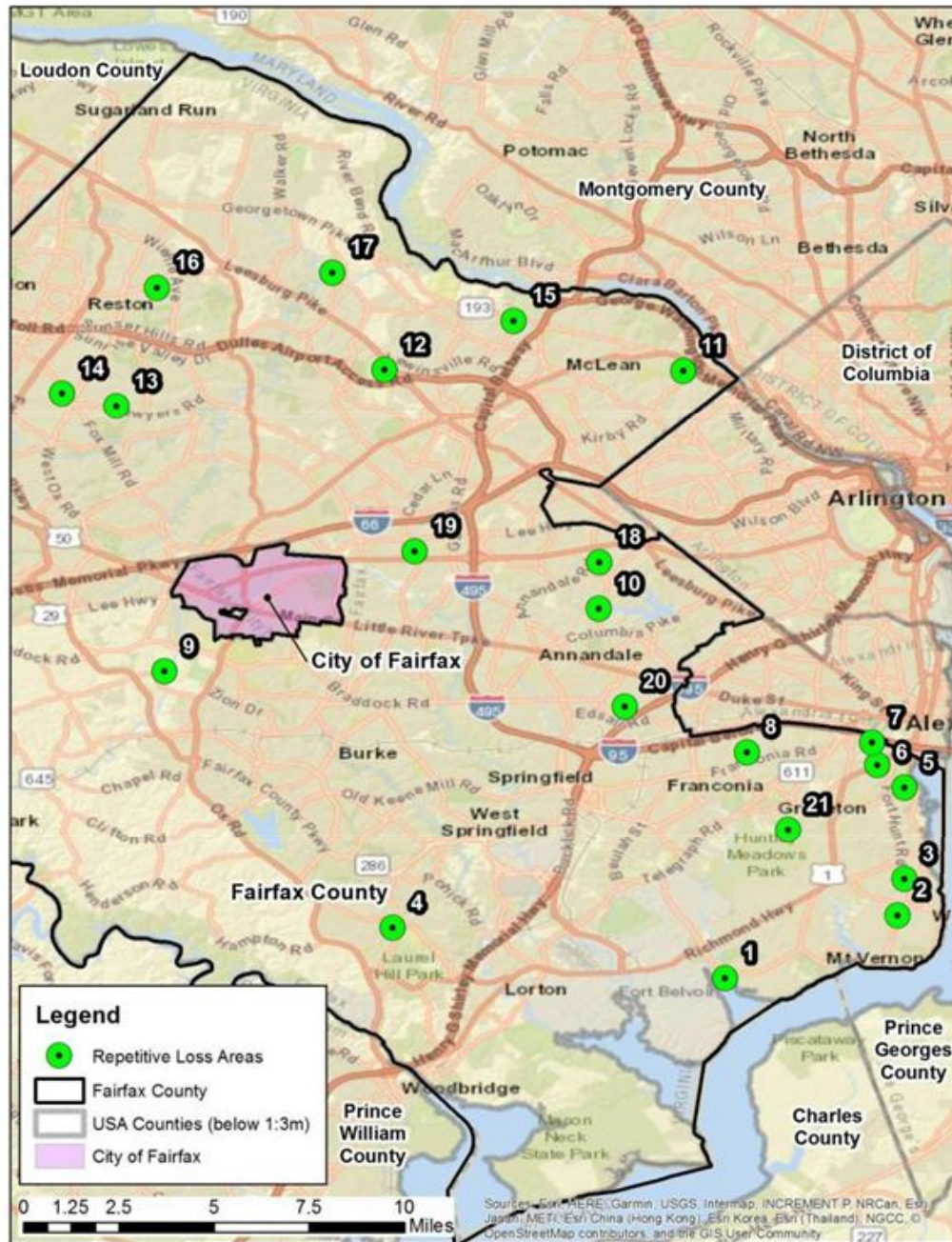


Figure 2: Overview Map showing locations of RLAs in Fairfax County

2. The Repetitive Loss Area Analysis Process

A RLAA results in a more specific guidance on how to reduce damage from repetitive flooding than a community-wide floodplain management or hazard mitigation plan. This RLAA followed all five planning steps described in the 2013 *CRS Coordinator's Manual*:

Step 1. Advise all the property owners in the RLAs that the analysis will be conducted and request their input on the hazard and recommended actions.

Step 2. Contact agencies and organizations that may have plans or studies that address the cause or impacts of the flooding. The agencies and organizations must be identified in the analysis report.

Step 3. Visit each building in the RLA and collect basic data.

Step 4. Review alternative approaches and determine whether any property protection measures or drainage improvements are feasible.

Step 5. Document the findings. A separate analysis report must be conducted for each area.

Additional CRS credit criteria that must be met include:

1. The community must have at least one RLA delineated in accordance with the criteria in Section 503 of the *CRS Coordinator's Manual*.
2. An area analysis must have been prepared and adopted for each RLA in the community.
3. The RLAA report(s) must be submitted to the community's governing body and made available to the media and the public. The complete RLAA report(s) must be adopted by the community's governing body or by an office that has been delegated approval authority by the community's governing body.
4. The community must prepare an annual progress report for its area analysis.
5. The community must update its RLAA in time for each CRS cycle verification visit.

2.1 Step 1. Advise the Property Owners

Prior to the RLAA field work, the County mailed individual letters to residents who live in RLAs in March of 2017 in 19 identified RLAs (not including the properties within RLA 7 and RLA 5) to inform them of the potential flooding that might occur during storm events. The letter described the objectives of the RLAA, requested specific information from the property owner related to history of flooding and mitigation actions implemented, and informed the property owner that a County contractor would be visiting the property sites (without entering the property) to collect information.

Copies of all mailed letters will be kept on file with the Stormwater Planning Division of the Fairfax County Public Works and Environmental Services Department. In accordance with the Privacy Act of 1974, the letters will not be made public.

Appendix A includes an example of the property owner notification letter and questionnaire. Compiled results of the questionnaire responses are included in Appendix B.

2.2 Step 2. Contact Agencies and Organizations

Fairfax County Public Works and Environmental Services contacted the following external agencies and internal departments that have plans or studies that address the cause or impacts of flooding in the identified RLAs:

- U.S. Army Corps of Engineers (USACE)
- Northern Virginia Soil and Water Conservation District
- Fairfax County Office of Emergency Management
- Fairfax County Planning Commission

The data collected was used to further analyze the flooding causes and to help identify potential solutions and mitigation measures for property owners. The reports that were analyzed and reviewed are listed below and summarized in Section 2.2.1:

- FEMA Fairfax County Flood Insurance Study, 2010
- FEMA/NFIP – BureauNet Policy Information By State reports
- USACE, Huntington Flood Damage Reduction Study, April 2009
- USACE, Flood Damage Reduction Analysis for Belle Haven Watershed, February 2008
- Northern Virginia Regional Hazard Mitigation Plan, 2017 Update
- Fairfax County Floodplain Management Plan – Progress Report, September 2016
- FY2017–2021 Fairfax County Capital Improvement Program
- Fairfax County Comprehensive Plan, 2013

2.2.1 Summary of Studies and Reports

2.2.1.1 FEMA Fairfax County Flood Insurance Study

FEMA's Flood Insurance Study (FIS) for Fairfax County, VA is dated September 17, 2010. The FIS revises and updates information on the existence and severity of flood hazards in Fairfax County, VA, including the Towns of Clifton, Herndon, and Vienna and the unincorporated areas of Fairfax County. This study documents flood-risk data for various areas of the community used to establish actuarial flood insurance rates and assist the community in its efforts to promote sound floodplain management.

2.2.1.2 Flood Insurance Claims Data

The Privacy Act of 1974 (5 U.S.C. 522a) restricts the release of flood insurance policy and claims data to the public. This information can only be released to state and local governments for use in floodplain management-related activities. Therefore, all claims data in this report are only discussed in general terms.

2.2.1.3 Floodplain Management Plan (FMP) – Progress Report, September 2016 (part of the Northern Virginia Regional Hazard Mitigation Plan)

The purpose of the County's FMP is to identify, assess, and mitigate flood hazards and flood risk in the County. The progress report on the implementation of the flood mitigation actions of the Northern Virginia Hazard Mitigation Plan was developed in response to FEMA requirements for the maintenance of the

County's CRS program. To retain the benefits of a participating community, the County is required to submit this progress report to FEMA annually.

2.2.1.4 Northern Virginia Regional Hazard Mitigation Plan, 2017 Update

The main reason for developing a Hazard Mitigation Plan is to reduce a community's exposure to natural hazards by taking proactive, pre-disaster planning steps to limit development in hazard sensitive areas, particularly floodplain or flood hazard areas. The Northern Virginia Regional Hazard Mitigation Plan was developed in accordance with state and federal rules and regulations governing local hazard mitigation plans. The plan was adopted by four counties, including Fairfax, and 10 participating municipalities in accordance with the authority and police powers granted to counties and municipalities under sections 15.2-2223 through 15.2-2231 of the Virginia State Code. The Plan contains several mitigation actions for the County, including mitigation actions for flood hazards.

2.2.1.5 FY2017–2021 Capital Improvement Program

This planning document is a 5-year outlook for anticipated capital projects designed to facilitate decision makers deciding when to replace capital assets. The projects described in this document are primarily related to improving public services, parks and recreation, public utilities, and facilities. The County's Stormwater Management Program is an important component of the Capital Improvement Plan and is currently being managed on a comprehensive watershed basis. The long-range goal for the stormwater program is dictated by the County's need to preserve and restore the natural environment and water resources, while being in full compliance with all applicable federal and state laws and mandates.

2.2.1.6 Fairfax County Comprehensive Plan, 2013

The 2013 Fairfax County Comprehensive Plan dictates public policy in terms of transportation, utilities, land use, recreation, and housing. The Plan addresses numerous facets of the community, including the protection of natural resources and environmental quality. Sections of the Comprehensive Plan are updated periodically to incorporate Plan amendments adopted by the Board of Supervisors.

2.2.1.7 Huntington Flood Damage Reduction Study, April 2009

The Huntington Flood Damage Reduction Study was conducted by the USACE, Baltimore District, at the request of the Fairfax County Stormwater Planning Division. The purpose of this study was to develop and evaluate alternative solutions for mitigating future flooding and to select a final plan for implementation. The flood damage reduction measures that were evaluated include a levee, dredging, buyouts, and flood-proofing individual buildings.

2.2.1.8 Flood Damage Reduction Analysis for Belle Haven Watershed, February 2008

The purpose of this study was to determine if there are potential flood damage reduction alternatives for the Belle Haven watershed that are technically feasible and cost effective. The study evaluated alternatives such as levees and flood walls, and floodproofing alternatives such as raising and modifying structures.

2.3 Step 3. Collect Building Data

Data collection was done by analyzing property owners' responses to the questionnaire and conducting site visits to the 21 RLAs and to 77 repetitive loss properties. Site visits to each of the RLAs was done on December 22, 2016, January 4, 2017, and May 31, 2017; representative photographs were taken at the 21 RLAs without entering the properties.

For the 230 properties in RLA 7 (Huntington area) and the 202 properties in RLA 5 (Bell View/New Alexandria area), only digital photographs from the street were taken. Specific property data for the 432 properties in these two RLAs was available from past USACE flood mitigation and economic studies performed in these areas.

For the other RLAs, site visits were conducted, digital photographs were taken from the street, and information about the structures was collected. The information included building type, type of foundation, observed causes of flooding, and external utilities observed for potential mitigation measures.

2.3.1 Summary of Data Collection Findings

The 21 identified RLAs are located throughout the County and parts of some RLAs are located within the FEMA 100-year floodplain. Each is subject to periodic flooding from heavy rains, lack of overland relief and/or poor grading, and localized stormwater flooding. Reducing repetitive flooding in these areas will require a combination of floodproofing techniques, education, and drainage improvement projects.

Much of the repetitive loss flooding has been caused by flash flooding that damaged residential and commercial buildings and caused many street closures due to floodwater overtopping the roadway. Flash flooding can occur when the capacity of the stormwater system is exceeded or obstructed by debris, sediment, and other materials that limit the volume of drainage.

Some losses were due to heavy rainfall associated with hurricanes and tropical storms. The last hurricane or tropical storm to affect the County was Hurricane Sandy in 2012.

The sections that follow briefly describe the data collection findings from each RLA as well as possible actions that could be taken to mitigate flood risk.

2.3.2 Repetitive Loss Area 1

RLA 1 is partially located in the FEMA 100-year floodplain. The four properties in this area are waterfront properties, with the flooding source coming from the Potomac River. The area is residential, and the properties appear to have basements. There is a ditch on one side of the road. RLA 1 properties are summarized in Table 2. A map showing the boundary of the RLA and the footprints of the included properties is shown in Figure 3. Representative photographs from the RLA follow.

The houses in this RLA appear to be constructed on sloping lots with the first floor partially underground (the front side of the lowest floor is underground facing the front of the house and level with the ground surface on the back side of the house, facing the Potomac River).

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the houses and the river

Table 2: RLA 1 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
1	4	4	0	Good	Riverine	Burke Drive

RL = repetitive loss
RLA = repetitive loss area



Figure 3: RLA 1

Representative Photographs of RLA 1 Showing Houses and Roads with No Curb and Gutters**2.3.3 Repetitive Loss Area 2**

RLA 2 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief and/or poor grading. The area is residential. In front of the houses, there is a gravel lined swale and there are other swales between this and neighboring houses. RLA 2 is summarized in Table 3. A map showing the boundary of the RLA and the footprints of the included properties is shown in Figure 4. Representative photographs from the RLA follow.

The house in this RLA appears to have a slab-on-grade or possibly a basement foundation. One neighbor who answered the questionnaire indicated that they have a basement and have not experienced flooding.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)

- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 3: RLA 2 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
2	1	1	0	Average	Lack of overland relief and/or poor grading	Grassymeade Ln. Dade Ln. Fort Hunt Rd.

RL = repetitive loss
RLA = repetitive loss area

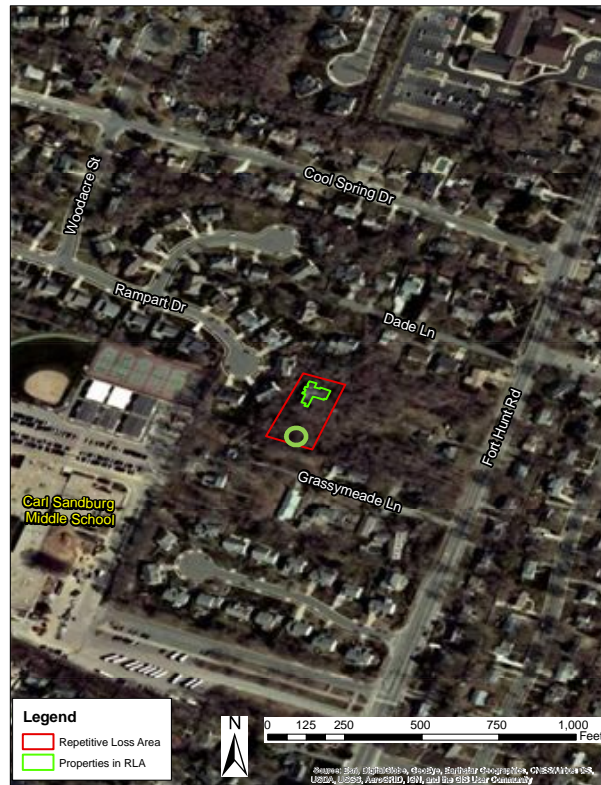


Figure 4: RLA 2

Representative Photographs of RLA 2 Showing Houses**2.3.4 Repetitive Loss Area 3**

RLA 3 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief and/or poor grading. The area is residential. The RLA 3 property is summarized in Table 4. A map showing the location of the RLA and the footprint of included property is shown in Figure 5. Representative photographs from the RLA follow.

The house in this RLA appears to have a slab-on-grade or possibly a basement foundation. In front of the house, there is a swale with a culvert running under the driveway.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Drainage improvements to increase swales and culverts or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 4: RLA 3 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
3	1	1	0	Average	Lack of overland relief and/or poor grading	Fort Hunt Rd.

RLA = repetitive loss area
RL = repetitive loss



Figure 5: RLA 3

Representative Photographs of RLA 3 Showing House, Grass Drainage Swales and Culverts





2.3.5 Repetitive Loss Area 4

RLA 4 is located outside the FEMA 100-year floodplain. The flooding source for this area is lack of overland relief, poor grading, or undersized drainage system. The area is residential. RLA 4 properties are summarized in Table 5. A map showing the location of the RLA and the footprint of included properties is shown in Figure 6. Representative photographs from the RLA follow.

The houses in this RLA appear to have basement foundations. Two of the homeowners answered the questionnaire and confirmed that they have basements. One of the homeowners said they have never flooded. The other said they had 4 inches of water in the basement for 12 hours in 2015 due to a sump pump failure and that their basement flooded again in 2006 due to leaks in the basement walls.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Drainage improvements to divert water away from the structure
- Waterproofing foundation walls
- Filling below-ground basements
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 5: RLA 4 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
4	8	8	0	Good	Lack of overland relief and/or poor grading	Crosspointe Glen Way

RL = repetitive loss
RLA = repetitive loss area

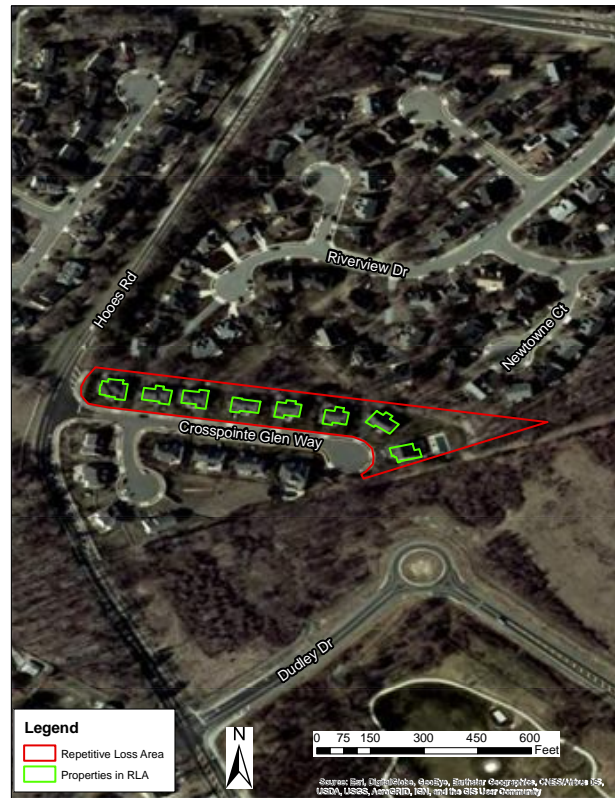
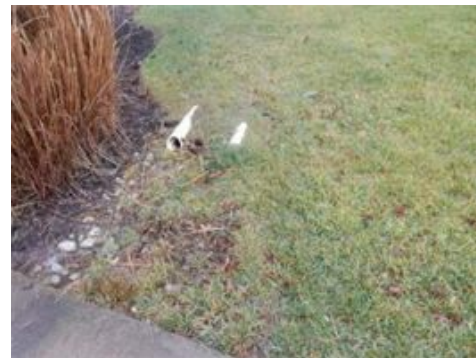


Figure 6: RLA 4

Representative Photographs of RLA 4 Showing Curb and Small Pipe Drainage**2.3.6 Repetitive Loss Area 5**

RLA 5 is almost entirely located in the FEMA 100-year floodplain. The flooding source is tidal and riverine emanating from the Potomac River, located east of the area. There are 202 structures, and they are mainly residential with a few commercial buildings. RLA 5 properties are summarized in Table 6. A map showing the location of the RLA and the footprint of included properties is shown in Figure 7. Representative photographs from the RLA follow. In 2008, the USACE conducted a flood reduction study for this area. The study found that a combination of a floodwall/levee and a pumping station will provide protection from the 100-year flood elevations with a 90% probability.

Mitigating the flood risk to these houses could involve:

- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- USACE proposed combined floodwall/levee and pumping station

Table 6: RLA 5 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
5	202	N/A	N/A	Average	Tidal and Riverine	Belle Haven Rd. George Washington

RL = repetitive loss
RLA = repetitive loss area



Figure 7: RLA 5

Representative Photographs of RLA 5 Showing Houses and Grass Drainage Swales and Structures





2.3.7 Repetitive Loss Area 6

RLA 6 is located outside the FEMA 100-year floodplain. The flooding source is an adjacent stream that flows directly behind the structure. The area is commercial and the building is a one-story motel. The RLA 6 property is summarized in Table 7. A map showing the location of the RLA and the footprint of the property is shown in Figure 8. Representative photographs from the RLA follow.

Mitigating the flood risk to this building could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements or stream restoration to divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Dry floodproofing (see FEMA P-936 for more information)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing a flood wall between the building and the stream

Table 7: RLA 6 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
6	1	0	1	Average	Adjacent stream	Richmond Hwy.

RL = repetitive loss
RLA = repetitive loss area



Figure 8: RLA 6

Representative Photographs of RLA 6 Showing Motel and Adjacent Stream**2.3.8 Repetitive Loss Area 7**

RLA 7 is located entirely within the FEMA 100-year floodplain. The main source of flooding is overflow from the Cameron Run Watershed. It could also be flooded from a tidal surge from the Potomac River. The area has 230 residential structures and one community center. Design work of the Huntington levee has been completed and construction began in February 2017 to prevent flooding in the area. RLA 7 properties are summarized in Table 8. A map showing the location of the RLA and the footprint of included properties is shown in Figure 9. Representative photographs from the RLA follow. The majority of houses in this RLA appear to have slab-on-grade, crawlspace, or basement foundations.

The US Army Corps of Engineers (USACE) completed a flood damage reduction study in this area in April 2009. The study concluded that the best alternative for flood reduction is a 2,865-foot levee. The designed height of the levee allows for a 99% probability on non-overtopping during the 1% annual

chance flood (100-year). Construction of the levee started in the beginning of 2017 and the planned completion time i in the spring of 2019. As of December 2017, the project was 50% complete.

Table 8: RLA 7 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
7	230	229	1	Average	Potomac River, Cameron Run Watershed	Fenwick Dr. Farrington Ave.

RLA = repetitive loss area
RL = repetitive loss

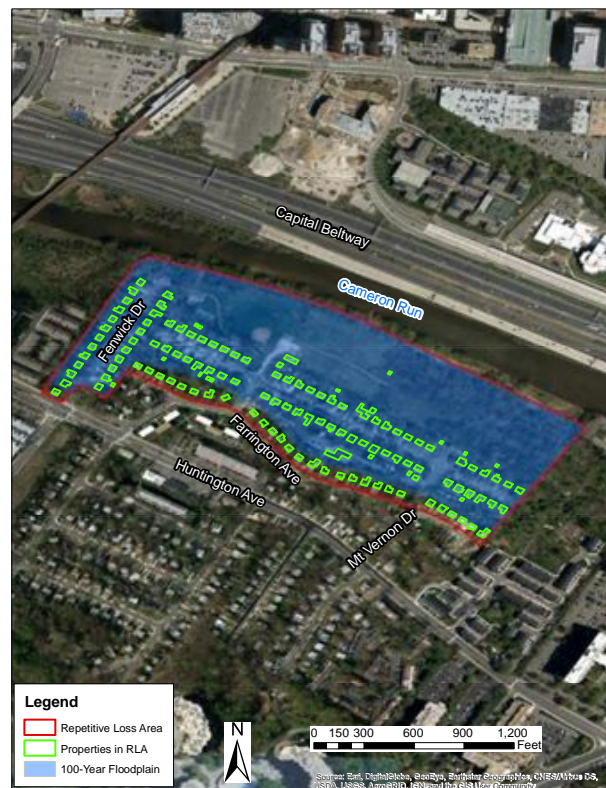


Figure 9: RLA 7

Representative Photographs of RLA 7 (Prior to levee construction)





2.3.9 Repetitive Loss Area 8

RLA 8 is located outside the FEMA 100-year floodplain. The source of flooding is lack of overland relief and/or poor grading. The area is residential with one structure. The RLA 8 property is summarized in Table 9. A map showing the location of the RLA and the footprint of the included property is shown in Figure 10. Representative photographs from the RLA follow.

The house in this RLA appears to have a walk-out basement foundation. Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 9: RLA 8 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
8	1	1	0	Average	Lack of overland relief and/or poor grading	Parkridge Lane

RL = repetitive loss
RLA = repetitive loss area



Figure 10: RLA 8

Representative Photographs of RLA 8 Showing House



2.3.10 Repetitive Loss Area 9

RLA 9 is located outside the FEMA 100-year floodplain. The source of flooding is lack of overland relief and/or poor grading. The area is residential with six structures. The area has steep slopes, and the buildings are located in a cul-de-sac. RLA 9 properties are summarized in Table 10. A map showing the location of the RLA and the footprint of included properties is shown in Figure 11. Representative photographs from the RLA follow.

The houses in this RLA appear to have basement foundations. Two of the homeowners answered the questionnaire and confirmed that they have basements. One of the homeowners said they have never flooded. The other said they filed insurance claims in 2006 and in 2011 when they had 2 inches of water in the basement.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 10: RLA 9 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
9	6	6	0	Good	Lack of overland relief and/or poor grading	Bantry Terrace

RL = repetitive loss
RLA = repetitive loss area

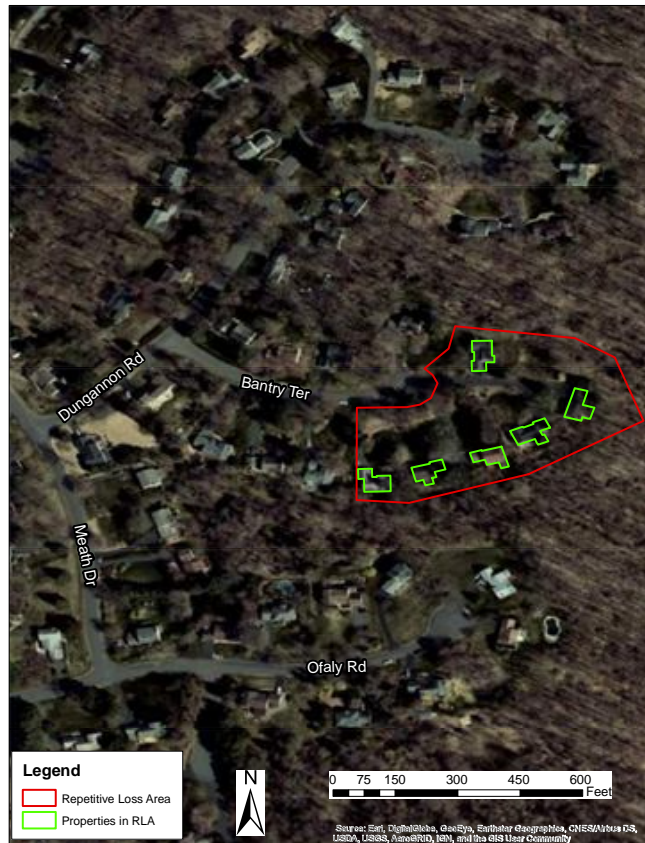


Figure 11: RLA 9

Representative Photographs of RLA 9 Showing Houses and Grass Drainage Swales**2.3.11 Repetitive Loss Area 10**

RLA 10 is located almost entirely within the FEMA 100-year flood zone. The flooding source is Holmes Run, an adjacent stream. The area is residential with 11 structures. RLA 10 properties are summarized in Table 11. A map showing the location of the RLA and the footprint of included properties is shown in Figure 12. Representative photographs from the RLA follow.

The houses in this RLA appear to have basement foundations. Four of the homeowners answered the questionnaire and confirmed that they have basements or walk-out basements. Two of the homeowners said their houses have never flooded, one reported 13 inches of water above the first floor for a duration of 6 hours in 2009 and 2011, and the other owner said their neighbors told them the house flooded in 2011 (they have only lived in the house for 9 months).

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Filling below-ground basements (if applicable)
- Elevating the houses above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, increase swales, or divert runoff away from the structure

- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 11: RLA 10 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
10	11	11	0	Average	Adjacent Stream	Dearborn Dr.

RLA = repetitive loss area
RL = repetitive loss

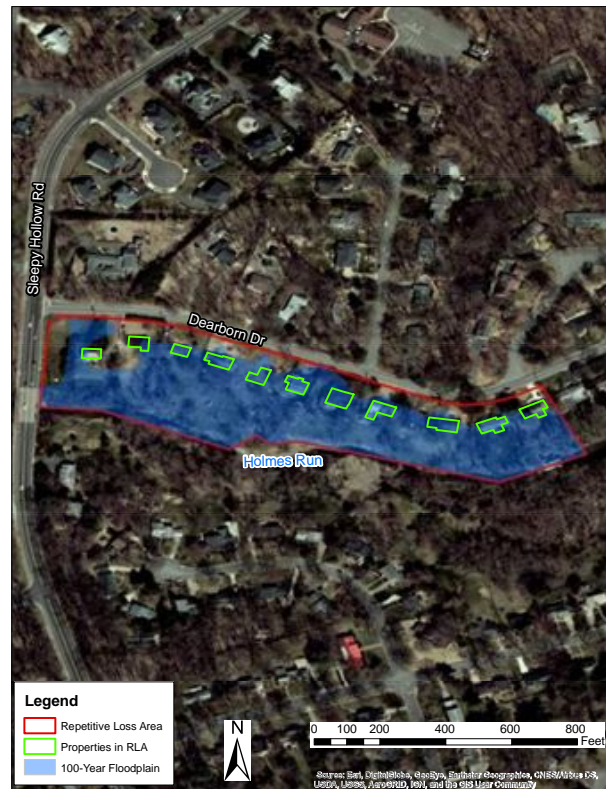
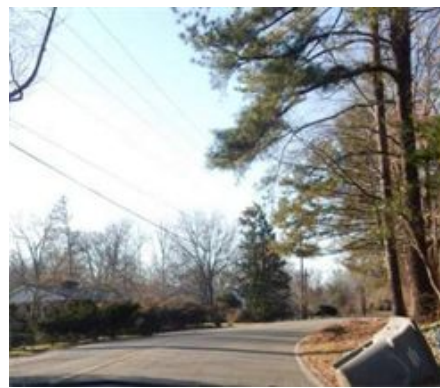
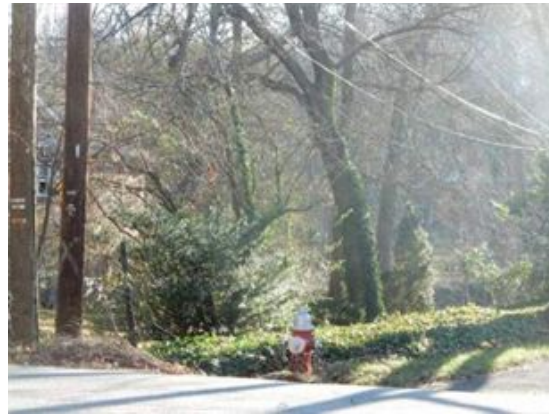


Figure 12: RLA 10

Representative Photographs of RLA 10 Showing Houses and Adjacent Holmes Run



2.3.12 Repetitive Loss Area 11

RLA 11 is almost entirely within the FEMA 100-year flood zone. The flooding source is Pimmit Run, an adjacent stream that runs directly behind the property. The area is residential with one structure. The RLA 11 property is summarized in Table 12. A map showing the location of the RLA and the footprint of the included property is shown in Figure 13. Representative photographs from the RLA follow.

The house in this RLA has a basement foundation, which was confirmed by the owner, who answered the questionnaire. The homeowner had 16 to 20 inches of water in his basement during floods that occurred in 2006, 2008, and 2011. The maximum duration of flooding inside the house was less than 6 hours.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 12: RLA 11 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
11	1	1	0	Good	Adjacent Stream	Ranleigh Rd.

RL = repetitive loss

RLA = repetitive loss area

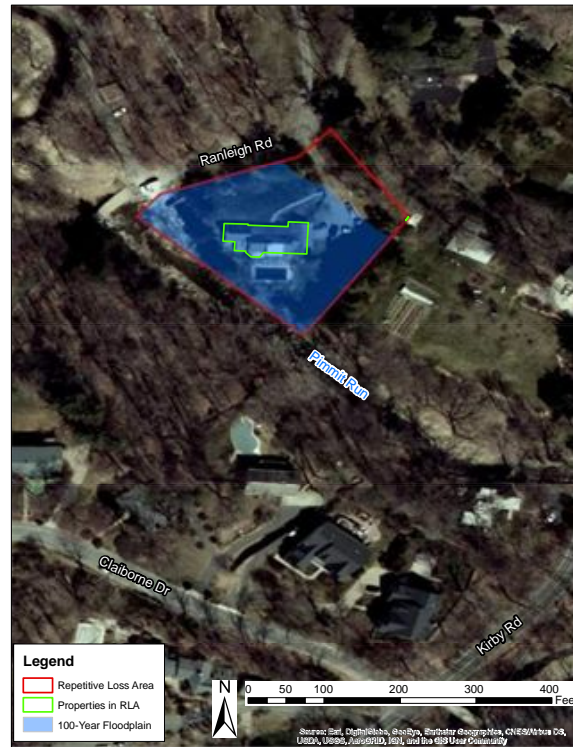
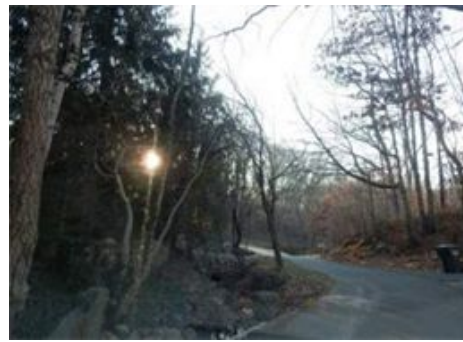


Figure 13: RLA 11

Representative Photographs of RLA 11 Showing Property and Adjacent Pimmit Run**2.3.13 Repetitive Loss Area 12**

RLA 12 is outside the FEMA 100-year flood zone. The flooding source is Old Courthouse Spring Branch, an adjacent stream that runs directly behind the four properties. The area is residential with four structures. RLA 12 properties are summarized in Table 13. A map showing the location of the RLA and the footprint of included properties is shown in Figure 14. Representative photographs from the RLA follow.

The houses in this RLA appear to have basement or walk-out basement foundations. One homeowner answered the questionnaire and confirmed that he has a basement. The homeowner said he had 1 inch of water in the basement for 2 days due to leaks in basement walls in 2006.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream or divert runoff away from the structure
- Waterproofing foundation walls

- Filling below-ground basements (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 13: RLA 12 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
12	4	4	0	Average	Adjacent Stream	Glenridge Court

RL = repetitive loss
RLA = repetitive loss area

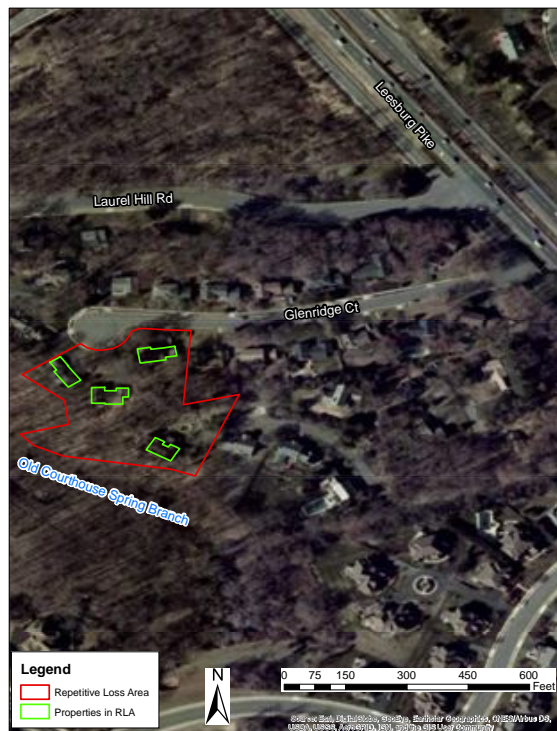


Figure 14: RLA 12

Representative Photographs of RLA 12 Showing Properties and Rocky Drainage Swales



2.3.14 Repetitive Loss Area 13

RLA 13 is outside the FEMA 100-year flood zone. The flooding source is an unnamed adjacent stream. The area is residential with two structures. RLA 13 properties are summarized in Table 14. A map showing the location of the RLA and the footprint of included properties is shown in Figure 15. Representative photographs from the RLA follow.

The houses in this RLA appear to have basement foundations. Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales, storm drain system, or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basements (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 14: RLA 13 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
13	2	2	0	Average	Adjacent unnamed stream	Pegasus Ln.

RL = repetitive loss
RLA = repetitive loss area

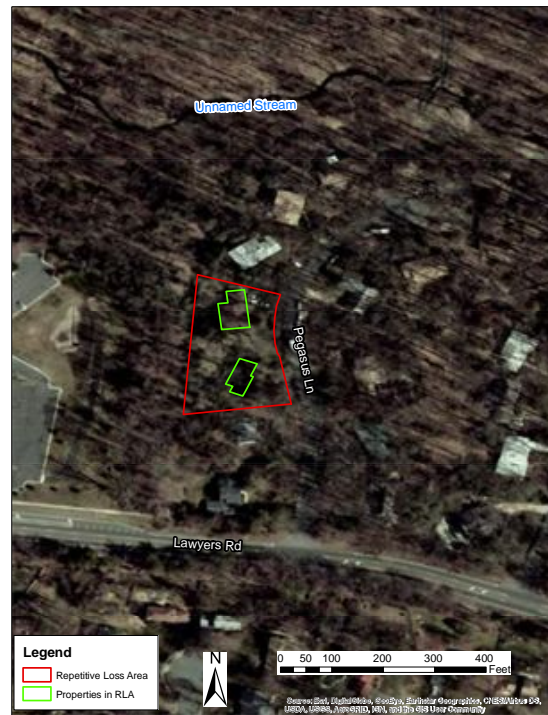


Figure 15: RLA 13

Representative Photographs of RLA 13 Showing Properties and Drainage System**2.3.15 Repetitive Loss Area 14**

RLA 14 is outside the FEMA 100-year flood zone. The flooding source is lack of overland relief and/or poor grading. The area is residential with one structure. The RLA 14 property is summarized in Table 15. A map showing the location of the RLA and the footprint of the included property is shown in Figure 16. Representative photographs from the RLA follow.

The house in this RLA has a basement foundation, which was confirmed by the owner, who answered the questionnaire. The homeowner had 2 inches of water in her basement in 2014 due to leaks in the basement walls. The duration of flooding inside the house was 1 day.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Filling below-ground basement (if applicable)
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls

- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 15: RLA 14 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
14	1	1	0	Average	Lack of overland relief and/or poor grading	Oliver Cromwell Dr.

RL = repetitive loss
RLA = repetitive loss area



Figure 16: RLA 14

Representative Photographs of RLA 14 Showing Property**2.3.16 Repetitive Loss Area 15**

RLA 15 is entirely within the FEMA 100-year flood zone. The flooding source is Scott Run, an adjacent stream that runs directly behind the property. The area is residential with one structure. The RLA 15 property is summarized in Table 16. A map showing the location of the RLA and the footprint of the included property is shown in Figure 17. Representative photographs from the RLA follow.

The house in this RLA appears to have a basement foundation. Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, increase swales, or divert runoff away from the structure
- Waterproofing foundation walls

- Filling below-ground basement (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 16: RLA 15 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
15	1	1	0	Average	Adjacent stream	Swinks Mill Rd.

RLA = repetitive loss area

RL = repetitive loss



Figure 17: RLA 15

Representative Photographs of RLA 15 Showing Property**2.3.17 Repetitive Loss Area 16**

RLA 16 is outside the FEMA 100-year flood zone. The flooding source is Lake Anne, located close to the buildings, and a lack of overland relief and/or poor grading. The area is mixed residential and commercial with 57 dwellings and small businesses. Some of the dwellings are used for businesses. RLA 16 properties are summarized in Table 17. A map showing the location of the RLA and the footprint of included properties is shown in Figure 18. Representative photographs from the RLA follow.

The structures in this RLA are townhouse style. Six of the owners answered the questionnaire and confirmed that they have crawlspace, basement, or other slab-on-grade foundation types. Three of the homeowners said they have never flooded, and the others said they have had up to 6 inches of water

above the first floor for 12 to 48 hours in 2011, 2013, and 2015 due to clogged drainage ditches, and leaks in basement walls.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Filling below-ground basement (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 17: RLA 16 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
16	57	0	57	Average	Lack of overland relief and/or poor grading, Lake Anne	Chimney House Rd.

RL = repetitive loss
RLA = repetitive loss area

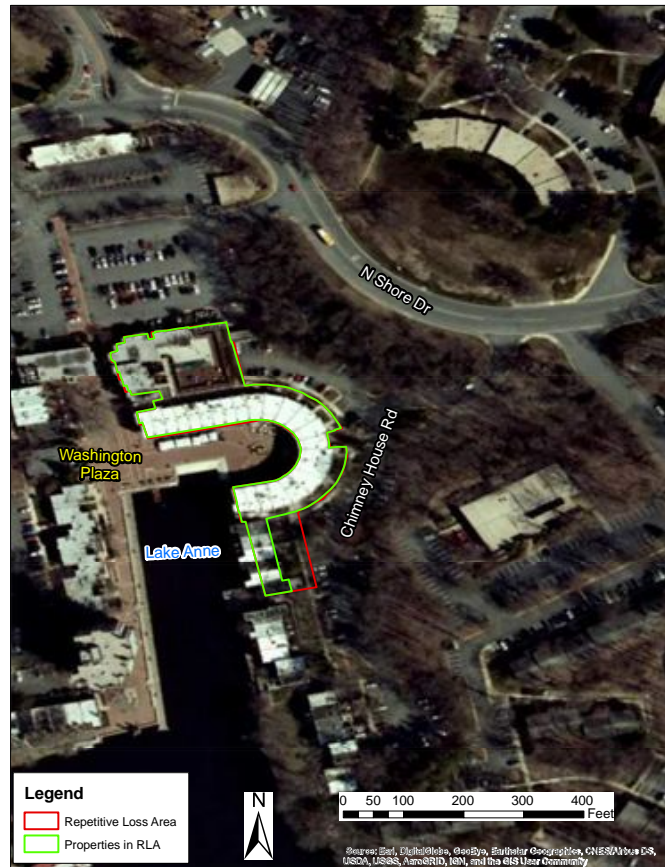


Figure 18: RLA 16

Representative Photographs of RLA 16 Showing Properties and Lake Anne



2.3.18 Repetitive Loss Area 17

RLA 17 is almost entirely within the FEMA 100-year flood zone. The flooding source is Difficult Run, an adjacent stream that runs directly behind the property. The area is residential with one structure. The RLA 17 property is summarized in Table 18. A map showing the location of the RLA and the footprint of the included property is shown in Figure 19. Representative photographs from the RLA follow.

The house in this RLA appears to have a slab-on-grade foundation. Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Elevating the house above the flood level
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to increase swales or divert runoff away from the structure
- Waterproofing foundation walls
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2
- Installing flood walls or levees between the house and the river

Table 18: RLA 17 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structure	Flooding Source	Road Names
17	1	1	0	Average	Difficult Run	Millwood Ln.

RLA = repetitive loss area
RL = repetitive loss



Figure 19: RLA 17

Representative Photographs of RLA 17 Showing Property**2.3.19 Repetitive Loss Area 18**

RLA 18 is almost entirely within the FEMA 100-year flood zone. The flooding source is Tripps Run, an adjacent stream that runs directly through the area. The area is residential with 52 structures. RLA 18 properties are summarized in Table 19. A map showing the location of the RLA and the footprint of included properties is shown in Figure 20. Representative photographs from the RLA follow.

The houses in this RLA appear to have crawlspace or basement foundations. Thirteen of the homeowners answered the questionnaire and confirmed that they have crawlspaces or basements. Six of the homeowners said their houses have never flooded, and the others said they have had up to 36 inches of water in the crawlspaces or up to 12 inches of water above the first floor for up to 2 days in 2006, 2008, 2011, 2012, 2013, and 2014 due to storm surges, overbank flooding from Tripps Run, and clogged/undersized drainage ditches. The most severe flooding occurred in September 2011.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating houses above the flood level
- Elevating service equipment such as utilities and electrical circuits, above the flood level

- Drainage improvements to improve stream, increase swales, or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basements/crawlspace (if applicable)
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 19: RLA 18 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
18	52	52	0	Average	Trippe Run	Barrett Rd. Holloway Rd. Cofer Rd.

RL = repetitive loss
RLA = repetitive loss area

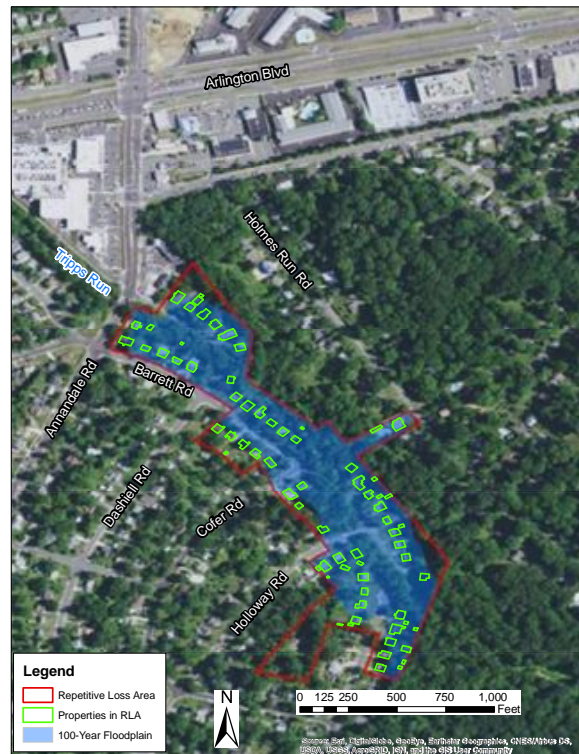


Figure 20: RLA 18

Representative Photographs of RLA 18 Showing Properties and Tripps Run



2.3.20 Repetitive Loss Area 19

RLA 19 is outside the FEMA 100-year flood zone. The flooding source is Long Branch, an adjacent stream that runs directly behind the area. The area is residential with one structure. The RLA 19 property is summarized in Table 20. A map showing the location of the RLA and the footprint of the included property is shown in Figure 21. Representative photographs from the RLA follow.

The house in this RLA has a basement foundation. The culvert that runs under the driveway is damaged and has lost capacity and there are obstructions in the connected swale.

Mitigating the flood risk to this house could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, remove obstructions from swales, increase swales, or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basement
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 20: RLA 19 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
19	1	1	0	Average	Long Branch	Rosemoor Lane

RL = repetitive loss
RLA = repetitive loss area

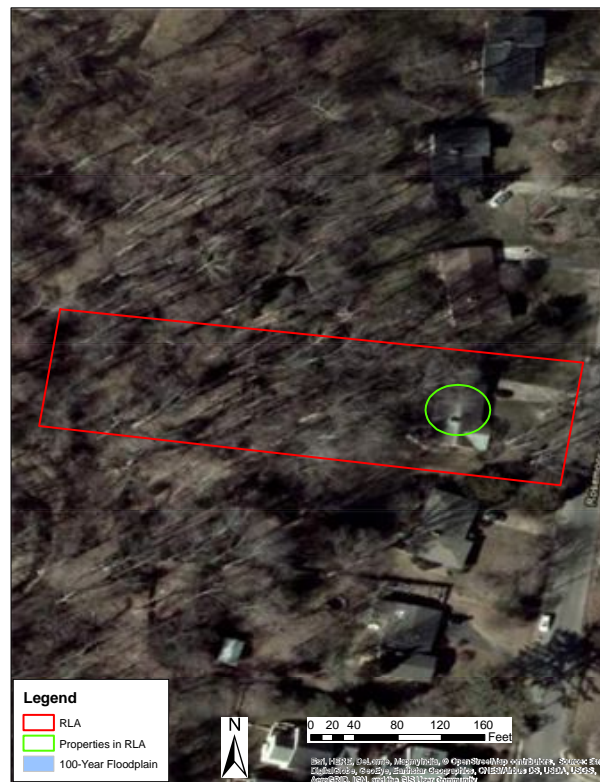


Figure 21: RLA 19

Representative Photographs of RLA 19 Showing Property and Long Branch**2.3.21 Repetitive Loss Area 20**

RLA 20 is outside the FEMA 100-year flood zone. The flooding source is Indian Run, an adjacent stream that runs behind the houses. The area is residential with three structures. RLA 20 properties are summarized in Table 21. A map showing the location of the RLA and the footprint of included properties is shown in Figure 22. Representative photographs from the RLA follow.

The houses in this RLA have basement foundations. There are concrete-lined drainage ditches that run in front of the houses with culverts running under the driveways. Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, improve storm drains, or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basements

- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 21: RLA 20 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
20	3	3	0	Average	Indian Run	Amphill Drive

RLA = repetitive loss area
RL = repetitive loss

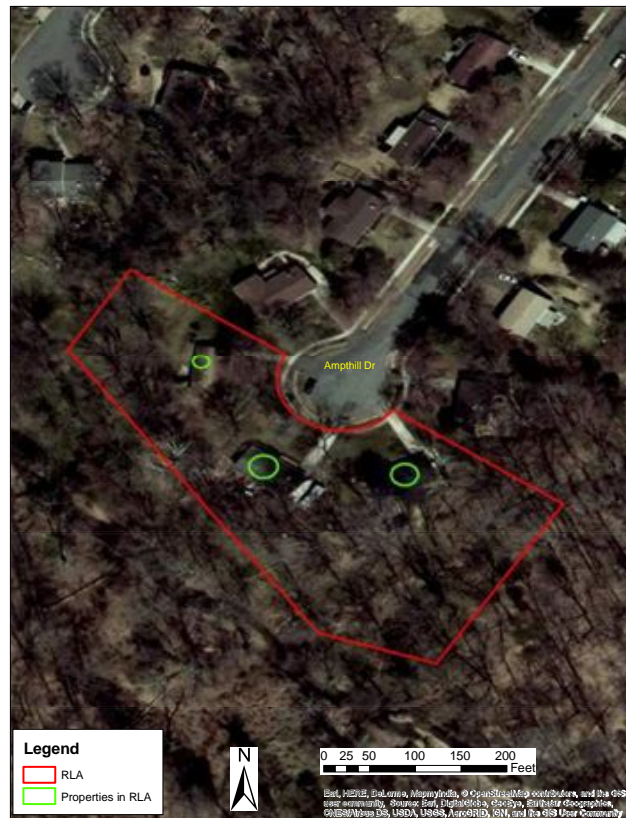


Figure 22: RLA 20

Representative Photographs of RLA 20 Showing the Properties and Indian Run



2.3.22 Repetitive Loss Area 21

RLA 21 is outside the FEMA 100-year flood zone. The flooding source is an adjacent concrete-lined stream that runs close to the houses. The area is residential with several townhouses, five of which have filed insurance claims. RLA 21 properties are summarized in Table 22. A map showing the location of the

RLA and the footprint of included properties is shown in Figure 23. Representative photographs from the RLA follow.

Two homeowners answered the questionnaire and confirmed that the townhouses have basement foundations. The homeowners said they have had 4 to 5 inches of water in their basements for up to 3 days during flooding in September 2011, October 2013, and April 2014 due to heavy rain, snow melt, and leaks in the basement walls.

Mitigating the flood risk to these houses could involve:

- Demolition and acquisition of the property
- Elevating service equipment, such as utilities and electrical circuits, above the flood level
- Drainage improvements to improve stream, remove obstructions/vegetation, improve storm drains, or divert runoff away from the structures
- Waterproofing foundation walls
- Filling below-ground basements
- Wet floodproofing, installing flood openings, and using only flood-damage resistant materials below the flood level in accordance with FEMA NFIP Technical Bulletin 2

Table 22: RLA 21 Overview

RLA No.	No. of Properties	No. of Residential	No. of Commercial	Quality of Structures	Flooding Source	Road Names
21	5	5	0	Average	Adjacent Stream	Stover Drive

RL = repetitive loss
RLA = repetitive loss area

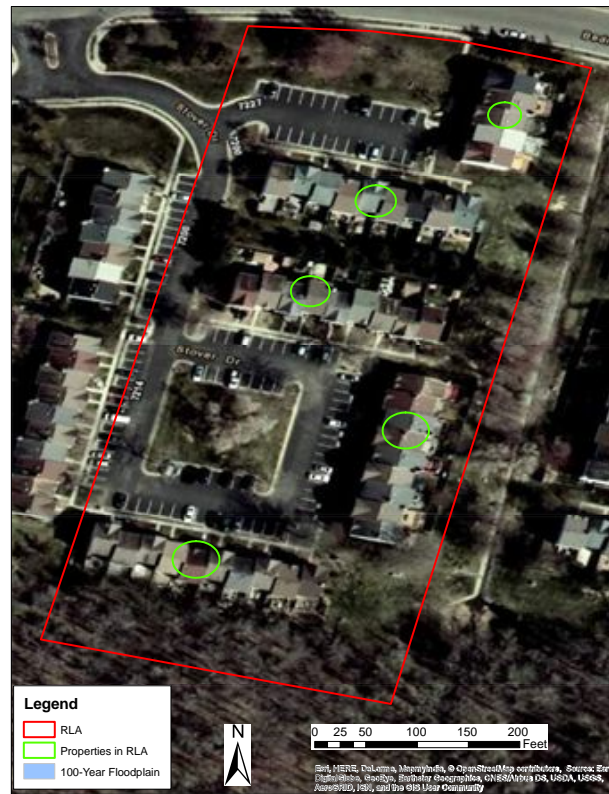


Figure 23: RLA 21

Representative Photographs of RLA 21 Showing Properties and Adjacent Concrete-Lined Stream



2.4 Step 4. Review Alternative Mitigation Approaches

The fourth step in the RLAA is identifying which mitigation alternatives will prevent or reduce flooding and protect properties from future flood damage. Each of the potential mitigation measures mentioned in Step 3 should be evaluated on a case-by-case basis to determine which activity would be an optimal solution and how the activity could be funded.

There are many ways to protect a property from flood damage depending on the building type, condition, and the different flood hazards. The typical property protection measures, found in the 2013 *CRS Coordinator's Manual*, include:

- Demolish the building or relocate it out of harm's way
- Elevate the building above the flood level
- Elevate damage-prone components, such as the furnace or air conditioning unit
- Dry flood-proof the building so water cannot get into it
- Wet flood-proof portions of the building so water will not cause damage
- Construct a berm to redirect drainage away from the building
- Maintain nearby streams, ditches, and storm drains so debris does not obstruct them
- Correct sewer backup problems

Source: CRS Coordinator's Manual 2013

The mitigation measures should fall into one of the following categories (these are based on the CRS process):

- Prevention
- Property Protection
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Information and Outreach

2.4.1 Proposed Mitigation Alternatives for RLAs

This section presents proposed mitigation alternatives for each of the 21 RLAs. The selection of optimal alternative, or alternatives combination, depends on several factors such as the number of structures in the area, depth of flooding, and cost of the mitigation alternative relative to the value of structures in the area. Table 23 presents the proposed mitigation alternatives for each RLA. For some RLAs, two or more alternatives are proposed. The selection of an alternative should be based on detailed hydrologic, hydraulic, and economic analysis to determine the depth of flooding at each property, the effectiveness of the selected alternative in reducing or eliminating flooding, and the cost of implementation for each alternative.

Several RLAs flooding problems can be resolved by improving the local storm drain system adjacent to the properties in addition to ground grading to avoid ponding. For areas in the FEMA 100-year floodplain, the choice between demolition and structure elevation depends on the severity of flooding (depth at the structure) and the cost associated with each alternative. Areas outside the FEMA 100-year floodplain would benefit from filling below-ground basements, elevating service equipment, or floodproofing.

Areas such as RLA 10, RLA 16, and RLA 18 can use a floodwall for an overall protection of all structures within each RLA. However, economic studies must be performed to analyze the cost of the floodwall versus cost of individual structure mitigations.

Table 23: Proposed Mitigation Alternatives

RLA No.	Proposed Mitigation Alternative(s)
RLA 1	- Elevation and filling below-ground basements
RLA 2	- Drainage improvements for better stormwater drainage
RLA 3	- Drainage improvement including grading
RLA 4	- Drainage improvements - Filling below-ground basements
RLA 5	- Proposed Belle view floodwall/levee
RLA 6	- Elevating service equipment - Dry floodproofing
RLA 7	- Levee under construction (to be completed Spring 2019)
RLA 8	- Drainage improvements
RLA 9	- Drainage improvements - Filling below-ground basements
RLA 10	- Floodwall, or - Structure elevation and filling under-ground basements
RLA 11	- Demolition and acquisition, or - Elevation and filling below-ground basement
RLA 12	- Waterproofing foundation walls - Drainage improvements
RLA 13	- Drainage improvements - Waterproofing foundation walls
RLA 14	- Drainage improvements
RLA 15	- Demolition and acquisition, or - Elevation and filling below-ground basement
RLA 16	- Dry floodproofing and elevation of service equipment, or - Floodwall
RLA 17	- Demolition and acquisition, or - Elevation and filling below-ground basement
RLA 18	- Floodwall
RLA 19	- Drainage improvements
RLA 20	- Drainage improvements
RLA 21	- Drainage improvements, or - floodwall

2.4.2 Funding for Implementing Mitigation Measures

Several types of mitigation measures can be identified for each RLA. Each mitigation measure is eligible for one or more FEMA mitigation grant programs. FEMA currently has three Hazard Mitigation Assistance (HMA) programs that provide funding for eligible mitigation planning and projects that reduce disaster losses and protect life and property from future disaster damage. The three programs are the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation (PDM) Program, and the Flood Mitigation Assistance (FMA) Program.

HMGP – HMGP funds are used to implement long-term hazard mitigation planning and projects following a Presidential major disaster declaration.

PDM – The PDM Program awards funds for hazard mitigation planning and projects on an annual basis.

FMA – The FMA Program provides funds annually for planning and projects to reduce or eliminate risk of flood damage to buildings that are insured under the NFIP. FMA has higher priority to mitigate repetitive and severe repetitive loss properties. FEMA may contribute up to 100 percent Federal cost share for severe repetitive loss properties or the expected savings to the National Flood Insurance Fund for acquisition or relocation activities (the Greatest Savings To the Fund value for property acquisition may be offered to the property owner if the project is not cost effective using pre-event or current market value). FEMA may contribute up to 90 percent Federal cost share for repetitive loss properties and up to 75 percent Federal cost share for NFIP-insured properties.

All three programs cover the following eligible flood mitigation activities:

- Property Acquisition and Structure Demolition
- Property Acquisition and Structure Relocation
- Structure Elevation
- Mitigation Reconstruction
- Dry Floodproofing of Historic Residential Structures
- Dry Floodproofing of Non-residential Structures
- Localized Flood Risk Reduction Projects
- Non-localized Flood Risk Reduction Projects

Source: FEMA HMA Guidance, February 27, 2015 under each grant program.

In addition to any project funded by grants, property owners can implement other types of mitigation measures on their own to protect their property.

2.4.3 Alternatives to Consider

Some potential mitigation measures that could be considered for each RLA to reduce or eliminate the risk of flooding include:

- **Structural Elevation:** Physically raising and/or retrofitting an existing structure. Elevation may be achieved through a variety of methods, including elevating on continuous foundation walls; elevating on open foundations, such as piles, piers, posts, or columns; and elevating on fill. Foundations must

be designed to properly support all loads and be appropriately connected to the floor structure above, and utilities must be properly elevated as well. For structure within the FEMA 100-year flood zone, the structure must be raised at least 18 inches above the Base Flood Elevation.

- **Property Acquisition and Demolition:** The voluntary acquisition of an existing flood-prone structure and, typically, the underlying land, and conversion of the land to open space through the demolition of the structure. The property must be deed-restricted in perpetuity to open space uses to restore and/or conserve the natural floodplain functions.
- **Floodproofing:** Dry floodproofing a structure is to make it watertight to prevent floodwater from entering. Making the structure watertight involves sealing the walls with waterproof coatings, impermeable membranes, or a supplemental layer of masonry or concrete; installing watertight shields over windows and doors; and installing measures to prevent sewer backup.
- **Retrofitting Utilities:** Measures to reduce risk to existing utility systems such as elevating an air conditioning unit.
- **Mitigation Reconstruction:** The reconstruction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed. Mitigation reconstruction is only permitted for structures outside of the regulatory floodway or Coastal High Hazard Area (Zone V) as identified by the existing best available flood hazard data.
- **Localized Flood Risk Reduction Projects:** Projects to lessen the frequency or severity of flooding, and decrease predicted flood damage, within an isolated and confined drainage or catchment area that is not hydraulically linked or connected to a larger basin. These projects include installation or modification of culverts and other stormwater management facilities.

2.5 Step 5. Document the Findings

Based on the field survey and data collected, the research and analysis of existing reports and studies, and the identification of several structural and non-structural mitigation measures, Fairfax County proposes that mitigation measures should be implemented for the RLAs. The following describes mitigation actions the county is already taking or is planning to take.

2.5.1 Huntington Project

Currently, the County is implementing the Huntington project to improve drainage and alleviate flooding in RLA 7, which affects 230 properties. The purpose of the Huntington project is to develop and evaluate alternative solutions for mitigating future flooding in RLA 7, and to select a final plan for implementation.

The Huntington community flooding sources are tidal surges from the Potomac River and flash flooding from the Cameron Run Watershed. Since 2002, three floods have damaged vehicles and other property in this neighborhood. At Fairfax County's request, the USACE studied the best ways to protect Huntington from future floods. The study examined a number of options, including dredging Cameron Run, buying the flood-prone properties, and flood-proofing individual homes. The study found that a levee and a pumping station are the most cost effective ways to protect Huntington. The levee will be a combination of a 7-ft. earthen embankment and 4-foot-high I-wall that runs parallel to Cameron Run.

Design work has been completed and construction began in February 2017. The project is estimated at \$40 million and is scheduled to be completed by 2019.

2.5.2 Other Current Mitigation Actions

Other planned mitigation actions identified in Fairfax County's Hazard Mitigation Plan include:

- Conduct annual outreach to each FEMA-listed repetitive loss and severe repetitive loss property owner and provide information on mitigation programs (grant assistance, mitigation measures, and flood insurance information) that can assist them in reducing their flood risk.
- Support mitigation of priority flood-prone structures through promotion of acquisition/demolition, elevation, floodproofing, minor localized flood control projects, mitigation reconstruction, and where feasible and appropriate, using FEMA HMA programs. A priority list of flood-prone structures in Fairfax County was developed in April of 2012. This list can be used to apply for FEMA HMA grants to demolish repetitive loss structures and acquire the properties. This program is ongoing.
- Assess the locality's compliance with the NFIP by conducting an annual review of the Floodplain Ordinances and any newly permitted activities in the 100-year floodplain. Additionally, conduct annual review of repetitive loss and severe repetitive loss property lists requested by the Virginia Department of Emergency Management to ensure accuracy. Review will include verification of the geographic location of each repetitive loss property, and determining if that property has been mitigated and by what means. In 2012, the County received a new list of 79 repetitive loss properties. The County reviewed and submitted an update by filing for FEMA AW-501. The County will review and correct FEMA's 2016 repetitive loss list when it is received. Continue to seek voluntary buy-outs of FEMA's repetitive loss properties in the floodplain. This program is ongoing.

It is recommended that the County continue implementing its ongoing projects. For projects such as elevations, acquisitions, drainage projects, and some other minor flood control projects, cost may be paid using FEMA mitigation funds. For other projects such as minor non-structural alterations, cost will be paid by the property owner.

3. References

- City of Alexandria, 2012. Potomac River Waterfront Flood Mitigation Study, Evaluation and Recommendations of Mitigation Measures, July 2012.
- Fairfax County Economic, Demographic, and Statistical Research, 2016 Data and U.S. Census Bureau , 2015 five-year American Community Survey Data.
<http://www.fairfaxcounty.gov/demogrph/gendemo.htm>. Accessed January 4, 2017.
- Fairfax County, Virginia, 2016. County of Fairfax, Floodplain Management Plan – Progress Report. September, 2016.
- Fairfax County, Virginia, 2017. Northern Virginia Hazard Mitigation Plan Update.
- Fairfax County, Virginia, FY2017–2021 Adopted Capital Improvement Program (with future fiscal years to 2026)
- Federal Emergency Management Agency, 2005. Reducing Damage from Localized Flooding: A Guide for Communities. FEMA 511/June 2005. Part III Chapter 7.
- Federal Emergency Management Agency, 2007. Selecting Appropriate Mitigation Measures for Floodprone Structures. FEMA 551/March 2007.
- Federal Emergency Management Agency, 2008. National Flood Insurance Program, Community Rating System, Mapping Repetitive Loss Areas, August 2008.
- Federal Emergency Management Agency, 2008. NFIP Technical Bulletin 2, Flood Damage-Resistant Materials Requirements for Buildings Located in Special Flood Hazard Areas in accordance with the National Flood Insurance Program, August 2008.
- Federal Emergency Management Agency, 2010. Flood Insurance Study, Fairfax County, Virginia and Incorporated Areas, September 17.
- Federal Emergency Management Agency, 2013. Floodproofing Non-Residential Buildings, FEMA 936/July 2013.
- Federal Emergency Management Agency, 2013. National Flood Insurance Program, Community Rating System CRS Coordinator's Manual. FIA-15/2013. Section 510.
- Federal Emergency Management Agency, 2015. Hazard Mitigation Assistance Guidance, February 27.
- Federal Emergency Management Agency, National Flood Insurance Program – Bureau Data: Policy Information By State report. <http://bsa.nfipstat.fema.gov/reports/1011.htm>. Accessed January 4, 2017.
- United States Army Corps of Engineers, 2008. Flood Damage Reduction Analysis for Belle Haven Watershed, February 2008.
- United States Army Corps of Engineers, 2009. Huntington Flood Damage Reduction Study, April 2009.

Appendix A Notification Letter (Provided Digitally)

Appendix B Questionnaire Responses (Provided Digitally)

Appendix C FEMA Publications

- **P-936-Floodproofing Non-Residential Buildings**
- **Technical Bulletin 2-Flood Damage-Resistant Materials Requirements**

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. *United States of America v. County of Fairfax, Virginia, Fairfax County Park Authority, Fairfax-Falls Church Community Services Board, Fairfax County Office of the Sheriff*, Case No. 78-862-A (U.S. Dist. Ct. E.D. Va.)
 - 2. *Lamonta Gladney v. Tyler Tyan Timberlake*, Case No. 1:21-cv-287 (E.D. Va.)
 - 3. *Jonathan L. Kaminski v. Fairfax County, Virginia, and William E. Hauda, II, M.D.*, Case No. CL-2019-0016952 (Fx. Co. Cir. Ct.)
 - 4. *Ebony Lashay Smith, A/K/A Ebony Manns-Smith v. Fairfax County Department of Family Services*; Record No. 0268-21-4 (Va. Ct. App.)
 - 5. *Hannah Lee v. Lauren Yeung and Fairfax County*, Case No. GV21-003698 (Fx. Co. Gen. Dist. Ct.); *Hee Yun Lee v. Lauren Yeung and Fairfax County*, Case No. GV21-003699 (Fx. Co. Gen. Dist. Ct.)
 - 6. *Jay Riat, Building Official for Fairfax County, Virginia v. Oanh Kim Tran and Cong Thanh Ngo*, Case No. GV21-009780 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
 - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kathy A. Hale*, Case No. CL-2021-0012701 (Fx. Co. Cir. Ct.) (Dranesville District)
 - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Vinson Hall, LLC*, Case No. GV21-012919 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
 - 9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Uzair Siddiqui and Rubina Siddiqui*, Case No. CL-2021-0006475 (Fx. Co. Cir. Ct.) (Hunter Mill District)
 - 10. *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)

11. *Jay Riat, Building Code Official for Fairfax County, Virginia v. Carlton W. Powell*, Case No. GV21-007215 (Fx. Co. Gen. Dist. Ct.) (Lee District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Anna Sara Lutz*, Case No. GV21-013461 (Fx. Co. Gen. Dist. Ct.) (Lee District)
13. *Hiba Aziz, Building Official for Fairfax County, Virginia v. Arcino Suyu*, Case No. GV21-013533 (Fx. Co. Gen. Dist. Ct.) (Lee District)
14. *Hiba Aziz, Building Official for Fairfax County, Virginia v. Diep T. Do and Quang M. Do*, Case No. GV21-013532 (Fx. Co. Gen. Dist. Ct.) (Lee District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Kurt W. Kruger*, Case No. CL 2021-0008712 (Fx. Co. Cir. Ct.) (Mason District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. Salvador Gutarra Juarez and Aurora Mariela Gutarra*, Case No. GV21-013402 (Fx. Co. Gen. Dist. Ct.) (Mason District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. BDC Gunston, LLC*, Case No. GV21-012956 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
18. *Hiba Aziz, Building Official for Fairfax County, Virginia v. Springfield Nine LLC and Asian Imports-MD, LLC*, Case No. GV21-013404 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
19. *Hiba Aziz, Building Official for Fairfax County, Virginia v. V-NBC LLC*, Case No. GV21-013453 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Giovanni Castaneda*, Case No. GV21-014917 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
21. *Jay Riat, Building Official for Fairfax County, Virginia v. 8505 Richmond, LLC*, Case No. GV21-015144 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
22. *Jay Riat, Building Code Official v. Carlos A. Carcamo Cabrera and Maria A. Castro*, Case No. GV21-15926 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
23. *Jay Riat, Building Code Official v. Lilian G. Maldonado and Salvador Zelaya*, Case No. GV21-15335 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
24. *Jay Riat, Building Code Official v. Charles Randall Gentry*, Case No. GV21-15337 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

25. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Judy V. Marshall*, Case No. CL-2020-0008131 (Fx. Co. Cir. Ct.) (Providence District)
26. *Board of Supervisors of Fairfax County and William Hicks, Director of the Fairfax County Department of Land Development Services v. Adolfo Parina Sandi*, Case No. CL-2021-0007932 (Fx. Co. Cir. Ct.) (Providence District)
27. *Hiba Aziz, Building Official for Fairfax County, Virginia v. Michael R. Nader and Taryn K. Nader*, Case No. GV21-013773 (Fx. Co. Gen. Dist. Ct.) (Providence District)
28. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Emad L. Elias, Essam I. Gouda, and Nermine Elias*, Case No. CL-2021-0013000 (Fx. Co. Cir. Ct.) (Springfield District)
29. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia and Leslie B. Johnson, Fairfax County Zoning Administrator v. Jennifer Souders Mayer, Gregory S. Souders, and Mildred K. Souders*, Case No. CL-2021-0013670 (Fx. Co. Cir. Ct.) (Springfield District)
30. *Jay Riat, Building Official for Fairfax County, Virginia v. Christie Lynn Kellogg*, Case No. GV21-009777 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
31. *Jay Riat, Building Official for Fairfax County, Virginia v. Yung Chi Yung*, Case No. GV21-13401 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
32. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Vicki Adams*, Case No. GV21-0014916 (Fx. Co. Gen. Dist. Ct.) (Springfield District)
33. *Jay Riat, Building Official for Fairfax County, Virginia v. Bianca Renee O'Hare and Brandon Michael O'Hare*, Case No. GV21-013462 (Fx. Co. Gen. Dist. Ct.) (Springfield District)

34. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lois Foley, William F. Foley, David L. Foley, and G&C Fleet Service, LLC*, Case No. CL-2019-0016449 (Fx. Co. Cir. Ct.) (Sully District)
35. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. William M. O'Rourke and Dorothy J. Z. O'Rourke*, Case No. CL-2021-0013479 (Fx. Co. Cir. Ct.) (Sully District)
36. *Board of Supervisors of Fairfax County v. International Business Associates, Inc., d/b/a Partners Real Estate*, Case No. GV21-15298 (Fx. Co. Gen. Dist. Ct.) (Sully District)

Board Agenda Item
October 19, 2021

3:30 p.m.

Public Hearing on AR 2004-SP-001-02 (Mark A. and Lisa K. Kusters, Trustees, Marvin H. Kusters and Bonnie M. Kusters, Trustees) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 20.3 Acres of Land Zoned R-C and WS (Springfield District)

This property is located at 13120 Cedar Ridge Dr. and 13121 Fox Shadow Ln., Clifton, 20124. Tax Map 75-1 ((8)) 6Z and 75-1 ((10)) 7Z, 8Z and 9Z.

PLANNING COMMISSION RECOMMENDATION:

On September 22, 2021, the Planning Commission voted 11-0 (Commissioner Spain was absent from the meeting) to recommend to the Board of Supervisors approval of AR 2004-SP-001-02 to amend Appendix F of the Fairfax County Code to renew the Kusters Local Agricultural and Forestal District, subject to proposed ordinance provisions dated September 7, 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

3:30 p.m.

Public Hearing 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

Public Hearing 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.

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 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;
- 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
October 19, 2021

3:30 p.m.

Public Hearing on PCA 2006-SU-025-05/CDPA 2006-SU-025-03 (Toll Mid-Atlantic LP Company, Inc. and JLB Realty LLC) to Amend the Proffers and Conceptual Development Plan for RZ 2006-SU-025, to Permit a Multifamily Residential Development at 0.54 Floor Area Ratio, Inclusive of Bonus Density, and Associated Modifications to Proffers and Site Design, Located on Approximately 21.7 Acres of Land Zoned PDC and WS (Sully District)

This property is located on the E. side of Sully Rd., N. side of Westfields Blvd. and W. side of Newbrook Dr. Tax Map 44-1 ((1)) 6C and 6H3.

On September 14, 2021, the Board of Supervisors deferred this public hearing to October 19, 2021, at 3:30 p.m.

PLANNING COMMISSION RECOMMENDATION:

On July 28, 2021, the Planning Commission voted 11-0-1 (Chairman Murphy abstained from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of PCA 2006-SU-025-05 and CDPA 2006-SU-025-03, subject to the execution of proffered conditions consistent with those dated July 27, 2021, with amendment to the conditions related to stormwater management;
- Modification to permit the GFA of dwellings as a secondary use to exceed 50% of the GFA of the principal use in the development;
- Modification to permit driveway parking in front of garage access for triplex multi-family buildings (i.e. tandem parking);
- Modification to allow a parapet wall, cornice or similar projection to exceed the established height limit by more than three feet as shown on the CDPA/FDPA;
- Waiver of loading space requirement for Triplexes in favor of the proposed garage parking shown on the CDPA/FDPA;
- Waiver of loading space requirement for five loading spaces for the multifamily building, to allow one indoor loading space in the garage; and

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- Modification of interior parking lot landscaping on roof top of the of the multifamily building in favor of what is shown on the CDPA/FDPA.

In a related action, the Planning Commission voted 11-0-1 (Chairman Murphy abstained from the vote) to approve FDPA 2006-SU-025-05, subject to the proposed development conditions dated June 29, 2021, as contained in Appendix 2 of the Staff Report.

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)
Emma Estes, Planner, DPD

Board Agenda Item
October 19, 2021

3:30 p.m.

Public Hearing to Consider an Amendment to the Interim Agreement with Alpine-X Inc. for Fairfax Peak Development at I-95 Lorton Landfill (Mount Vernon District)

ISSUE:

Board of Supervisors (Board) public hearing to amend the Interim Agreement between the Board and Alpine-X Inc. regarding the potential indoor ski facility and related development on the I-95 Lorton landfill, located on Fairfax County Tax Map 113-1 ((1)), Parcel 14 (the Site).

RECOMMENDATION:

The County Executive recommends that the Board hold a public hearing for a Second Amendment to the Interim Agreement with Alpine-X Inc. (formerly Alpine X LLC). A request for authorization to allow the County Executive to amend the Interim Agreement with Alpine-X Inc. will be provided to the Board as a future action item, no sooner than 30 days following the public hearing.

TIMING:

Board action is requested to allow consideration of authorizing the County Executive to amend the Interim Agreement with Alpine-X Inc. on December 7, 2021.

The Board of Supervisors authorized advertisement of the public hearing on October 5, 2021.

BACKGROUND:

On December 21, 2018, Alpine-X Inc. (Developer) submitted an unsolicited proposal (Proposal) to the County for the redevelopment of portions of the Board-owned I-95 Lorton landfill, pursuant to the Public Private Education Facilities and Infrastructure Act of 2002, Virginia Code Ann. §§ 56-575.1 et seq., as amended (PPEA). The landfill is located on Fairfax County Tax Map 113-1 ((1)) 14 (Parcel 14).

The Proposal named the project “Fairfax Peak” and generally envisions the construction of an indoor ski facility, hotel and related commercial development, and other complimentary recreational facilities (Project), as listed below:

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- Multiple ski slopes, inside a structure, at approximately a 20-degree angle, including a slope compliant with the Fédération Internationale de Ski's standards, ensuring it can be used for competitions;
- A specially designed area for skiing and snowboarding with a variety of ramps, jumps, rails, boxes and other features, capable for use in national snowboarding and freestyle skiing competitions;
- A bunny slope for beginners, snow tubing run and area for skiers and snowboarders to perform tricks;
- Restaurants, ski shop and dining terrace at the summit;
- A 100-plus room hotel at the base of the indoor snow facility;
- A gravity-powered, mountain coaster that will slide from the summit to Occoquan Regional Park; and,
- A ropes course and other outdoor activity areas.

The proposal also envisioned other amenities that could be added in the future, including a "gravity ropes course" and passive recreation areas. Additional detail on the Project scope can be found online (Attachment 1).

Due to the complexity of the Project, the Developer needed to perform feasibility and other studies to confirm the construction viability of the Project. To that end, the County approved a Right of Entry Agreement on May 11, 2020 ("ROE") to permit the Developer and its contractors to enter onto portions of the Parcel 14 and to perform limited initial due diligence work on such area through December 31, 2020.

The Board of Supervisors approved an Interim Agreement on November 17, 2020, to add certain additional terms to allow the Developer to advance its due diligence for the Project (Attachment 2). Those included:

- Extended the term of the ROE until December 31, 2021;
- Confirmed the potential area of study for the Project (Project Area); and
 - The Agreement also allowed – upon mutual agreement of the County and the Developer – to expand the Project area to the remainder of Parcel 14 as well as the adjacent Fairfax County Tax Map 113-1 ((1)) 15 (Parcel 15). Parcel 15 is owned by the County; the majority of the parcel is under a ground lease to the Northern Virginia Regional Park Authority (NVRPA).
- Provided an exclusive negotiation period in which the County agreed not convey or lease any portion of the Project Area to a third party before December 31, 2021.
 - The County and the Developer may mutually agree to extend the exclusive period, as well as the ROE term, for up to one year, through December 31, 2022.

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- The Developer also acknowledges that the County is considering the use of land adjacent to the Project for a solar power generation facility and that the County may use some or all of the Project Area to support the County's solar project.

The First Amendment to the Interim Agreement was approved by the Board on March 23, 2021, to allow for the Developer to perform test drilling as part of diligence work to investigate the substrate condition of the landfill subgrade and/or bedrock (Attachment 3). Those geotechnical studies were substantially completed in August 2021.

The Developer is continuing to move forward with site design and is seeking further amendment to the Interim Agreement and ROE (Second Amendment). The Second Amendment would allow certain additional terms to allow for the developer to continue site design and engage the County regulatory agencies to pursue the proposed development. Those terms include:

- Extending the term of the exclusive negotiation period and ROE until December 31, 2023.
 - The County and the Developer may mutually agree to extend the exclusive period, as well as the ROE term, for up to one year, through December 31, 2024.
- Designating the Developer as a County agent for the limited purpose of pursuing land use approvals, including any required zoning and similar regulatory approvals necessary for the construction and use of the proposed development.
 - The ability to pursue land use approvals as an agent of the County is limited to the Project Area.
 - The proposed development must include a ski facility and related hotel.
- The Project Area boundary was adjusted to ensure that there will be no overlap between the Project Area and the County's potential solar power generation facility under consideration at the I-95 Landfill site, and providing that the County may only use part of the Project Area for the County's solar project with the Developer's consent.

Future development of the project will be contingent on, among other things, the Developer successfully achieving future regulatory review and permission for the Project. Such permission will include all required land use approvals and state regulatory requirements. These approvals are not included in the scope of the proposed Amendment and will be subject to the appropriate County regulatory review land use processes and future Board review.

The Board of Supervisors authorized the Public Hearing on October 5, 2021.

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FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment 1 – Alpine-X Unsolicited PPEA Proposal can be found online at:

<https://www.fairfaxcounty.gov/procurement/ppea/fairfaxpeak/alpinexproposal>

Attachment 2 – Interim Agreement can be found online at:

https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/documents/pdf/201119_alpine-x_interim_agreement_executed.pdf

Attachment 3 – First Amendment to Interim Agreement & Right of Entry Agreement can be found online at:

https://www.fairfaxcounty.gov/economic-initiatives/sites/economic-initiatives/files/assets/fairfax_peak/2021_0324%20alpine-x_first_amendment_to_interim_agreement_executed.pdf

Attachment 4 – Proposed Second Amendment to the Interim Agreement & Right of Entry Agreement

STAFF:

Rachel Flynn, Deputy County Executive

Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Rebecca Moudry, Director, Department of Economic Initiatives

John Kellas, Deputy Director, Solid Waste Management, DPWES

Eric Forbes, Division Director, Solid Waste Compliance, DPWES

Scott Sizer, Catalytic Development Manager, Department of Economic Initiatives

ASSIGNED COUNSEL:

Cynthia Bailey, Deputy County Attorney

Ryan Wolf, Assistant County Attorney

**SECOND AMENDMENT TO INTERIM AGREEMENT &
RIGHT OF ENTRY AGREEMENT**

THIS SECOND AMENDMENT TO INTERIM AGREEMENT & RIGHT OF ENTRY AGREEMENT ("Second Amendment") is dated as of _____, 2021 ("Effective Date"), by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("County"), and **ALPINE X INC.**, a Delaware corporation ("Developer"; together with the County, the "Parties").

RECITALS

- R-1. The Parties entered into the Interim Agreement, dated November 18, 2020 (as amended to date, the "Interim Agreement"), regarding the potential development by the Developer of the Project, portions of which are proposed to be atop, along and near the County-owned I-95 Landfill Complex located on the Property . (Each capitalized term used but not defined in this Amendment will have the definition given to such term in the Interim Agreement.)
- R-2. When the Developer first signed the Interim Agreement, it was organized as a Virginia limited liability company. Developer switched its registration from Virginia to Delaware on June 24, 2021 and then converted from a limited liability company to a corporation on June 24, 2021. By operation of law, the Developer's obligations under the Interim Agreement are unaffected by this conversion and continue to bind the Developer.
- R-3. The Interim Agreement provides for, among other things, the Developer's ability to access the Project Area and to perform Initial Due Diligence regarding the Project, and an exclusivity period during which, subject to certain qualifications, the County may not convey an interest in the Project Area to a third party or negotiate with a third party for such a conveyance.
- R-4. Notwithstanding that the Parties do not yet have a final agreement regarding the Project and with full recognition that the Parties may be unsuccessful in concluding a final agreement regarding the Project, the Parties wish to extend the term of the exclusivity period, to authorize the Developer to seek land use approvals for the Project within the Project Area, and to further amend the Interim Agreement all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises in this Amendment, and other valuable consideration, the receipt and legal sufficiency of which are acknowledged by the Parties, the Parties agree to the following amendments to the Interim Agreement and ROE:

- 1. Designation of the Developer as Agent.

a. The County hereby designates the Developer as its agent for the limited purpose of pursuing the Land Use Approvals (as defined below) for the Project on the Project Area, subject to the terms and conditions set forth in this Agreement, and the Developer hereby accepts such designation. The County will reasonably cooperate with the Developer's pursuit of the Land Use Approvals for the Project, including, without limitation providing additional information and signing further documentation to, in both cases, confirm the agency granted to the Developer hereby, subject to the terms and conditions set forth in this Agreement.

b. The "Land Use Approvals" shall be comprised of all zoning and similar regulatory approvals (e.g., proffers, proffered condition amendments, conceptual and final development plans) and such other approvals as the Parties may reasonably agree are necessary for the construction and use of the Project on the Project Area. The term does not include site plan or building permit applications or applications to DEQ or GSA, unless otherwise agreed to in writing by the Developer and the County.

c. Developer acknowledges and agrees that the agency created in this Second Amendment pertains only to the Project Area and not to the entire Property.

d. The Developer acknowledges and agrees that the agency created in this Second Amendment is temporary and will immediately terminate upon any termination or other expiration of the Interim Agreement. Upon such termination of the agency, the Developer will immediately cease all work with respect to the Land Use Approvals and, thereafter, the Developer will have no further duty, obligation, or right to pursue the Land Use Approvals on behalf of the County.

2. Land Use Approval Process.

a. The Developer will regularly consult and coordinate with the County's PPEA review and negotiation team (the "PPEA Team") regarding the design of the Project and regarding all submissions to be made in connection with the Land Use Approvals.

i. The PPEA Team consists of Scott Sizer, Department of Economic Initiatives; John Kellas, Department of Public Works & Environmental Services; Eric Forbes, Department of Public Works & Environmental Services; and Ryan Wolf, Office of the County Attorney. The County may update the membership of the PPEA Team by written notice to the Developer.

b. The Developer will regularly consult with the PPEA Team in developing its submissions for the Land Use Approvals and will endeavor to share drafts of its submissions with the PPEA Team before the provision of the final draft submission discussed in Section 2(c) below.

c. The Developer will provide the PPEA Team a copy (in any format requested by the PPEA Team (i.e., electronic or paper)) of all submissions to be made in connection with the Land Use Approvals for the PPEA Team's review and approval at least 10

business days prior to the Developer's anticipated filing with or submission of the same to the applicable governmental agencies. PPEA will provide a response within ten (10) business days after a request for approval by Developer, and, if PPEA does not approve of any submission by Developer, PPEA will include in its response the specific reasons for its denial of the request. Failure of the PPEA Team to respond within such ten (10) business day period shall not be deemed to be or otherwise construed as the approval of the PPEA Team.

i. The PPEA Team's approval of a submission will not be unreasonably withheld, except that the PPEA Team's approval will be in the PPEA Team's sole and absolute discretion regarding the following matters:

1. Any submission that would cause the Project to not include a ski facility or related hotel;

2. Any submission that would cause the Project to include solar power generation facilities that would materially displace the ski facility or related hotel as shown on the preliminary designs of the Project, be materially inconsistent with the preliminary designs of the Project, be developed as a freestanding first phase of development, or impose unreasonable burdens or obligations on the County; and

3. Any aspect of the submission that would materially affect (A) the operation or maintenance of the Landfill or of any adjacent or neighboring County-owned or operated property, or (B) any existing County obligations arising out of the County's ownership of the Landfill or of any adjacent or neighboring County-owned or operated property.

ii. Any PPEA Team approval of a submission by the Developer will be in the PPEA Team's capacity as an advisory body to the County as land owner, and will not be construed to imply approval by the County as the governmental body having authority over land use matters within the County.

iii. The Developer will not make any submission in connection with the Land Use Approvals until (1) the PPEA Team has approved such submission in writing and (2) if the submission applies to land subject to the County's lease with NVRPA, NVRPA has approved such submission. PPEA will provide a response within ten (10) business days after a request for approval by Developer, and, if PPEA does not approve of any submission by Developer, PPEA will include in its response the specific reasons for its denial of the request. Failure of the PPEA Team to respond within such ten (10) business day period shall not be deemed to be or otherwise construed as the approval of the PPEA Team.

d. Before Developer may make any submission involving a proffer or development condition, the Parties must agree as to which Party is responsible for the performance of such proffer(s) and/or development condition(s). Any obligations undertaken by the County in connection with the performance of any proffer(s) and/or development conditions shall be at the sole and absolute discretion of the County.

e. The Developer will cause each submission to comply with governmental and regulatory requirements imposed by Fairfax County (or other regulatory reviewing body, as applicable) on the type of such submission.

f. The Developer will be responsible for all costs associated with the Land Use Approvals and the County will not be obligated to reimburse the Developer for any costs associated with the Land Use Approvals, even if the County and the Developer are unable to reach agreement on a Comprehensive Agreement. Upon any termination of the Interim Agreement (unless the Parties enter into final agreements in connection with the Project, in which case, the final agreements shall control), the Developer will (i) assign all of its rights and interests (if any) in and to any obtained Land Use Approvals, and deliver originals or copies of any and all other publicly-available documents related to the same to the County, and (ii) assign to the County all of its rights and interests to, and provide and deliver to the County, any and all publicly-submitted work product produced by the Developer and its contractors and consultants associated with the Land Use Approvals, together with any third-party consents necessary therefor (collectively, the foregoing will be referred to as the “**Work Product**”).

3. Extensions of Certain Dates.

a. The Outside Date is extended from December 31, 2021, to December 31, 2023. The County and the Developer may mutually agree to further extend the Outside Date, in one or more increments, for up to one year (i.e., up to December 31, 2024), neither party being under any obligation to do so.

b. Both the exclusive negotiation period described in Section 2(B) of the original Interim Agreement as well as the term of the ROE are also extended to the Outside Date, as the term is defined in (and may be further extended by) Section 3(a) of this Second Amendment.

4. Modification of Project Area and Limitation on County Conveyance.

a. The term “Project Area” defined in Section 1(A) of the Interim Agreement shall be amended to mean the areas identified as the “Project Area” on Exhibit A attached to this Second Amendment.

b. The rights of the County to convey interests in the Project Area pursuant to Section 1.B of the Interim Agreement and clauses (a) and (c) of Section 2(A)(i) of the Interim Agreement shall be modified to provide that the County shall not convey any rights in the Project Area if such conveyance would unreasonably interfere with the ability of the Developer to construct and operate the Project. Any easements over the Project Area or other rights affecting the Project Area, as described in Section 1.B of the Interim Agreement, or any other conveyances by the County of an interest in the Project Area during the term of the Interim Agreement, as amended hereby, shall be subject to the approval of the Developer, which approval will not be unreasonably withheld.

5. Notices to Developer. The addresses for Notice to the Developer, as defined in Section 4 of the Interim Agreement, shall be modified as follows:

Niels ten Berge
1308 Vincent Place
McLean, VA 22101
Niels@alpine-X.com

Brad Ryan
1308 Vincent Place
McLean, VA 22101
Brad@alpine-X.com

With a copy to

DLA Piper LLP (US)
11911 Freedom Drive, Suite 300
Reston, VA 20190
Attention: Antonio Calabrese
Antonio.Calabrese@us.dlapiper.com

6. Except as amended by this Second Amendment, all terms and conditions of the Interim Agreement and ROE shall otherwise remain in full force and effect.

7. This Amendment may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA,
a political subdivision of the Commonwealth of Virginia,

By: _____
Name:
Title:

DEVELOPER:

ALPINE X INC.,
a Delaware corporation

By: _____
Name:
Title:

EXHIBIT A
PROJECT AREA

Exhibit A: Project Area



Board Agenda Item
October 19, 2021

3:30 p.m.

Public Hearing on a Proposal to Vacate Portions of 7th Place and Unnamed Right of Way (Dranesville District)

ISSUE:

Public hearing 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.

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.

Easements

The project manager has certified that all easement requirements for the project have been met.

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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. Peltó, 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**

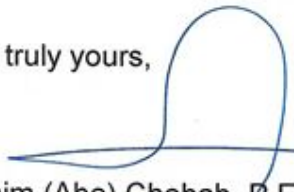
On behalf of our client, Mrs. Diana Watkins of 1614 7th Place, McLean, Virginia, **GeoEnv Engineers & Consultants, LLC (GEE)** hereby request your approval for the proposed vacation a part of the existing un-improved right-of-way of 7th Place located in from of Lots 1 and C El Nido Estates, and the un-named 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 October 19, 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°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° 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° 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° 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° 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°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°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°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.

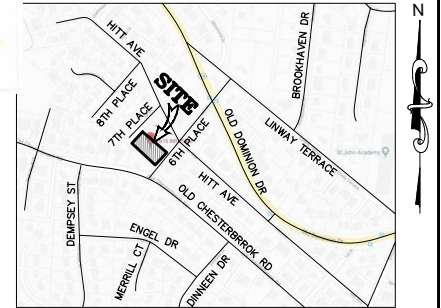
GIVEN UNDER MY HAND THIS _____ DAY OF _____ 2021.

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

SHEET 1 OF 2

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
L15	24.16'	N49° 25' 27"W
L16	10.00'	N40° 34' 33"E
L17	24.16'	S49° 25' 27"E
L18	6.00'	N40° 34' 33"E

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

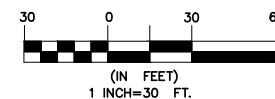


GeoEnv Engineers & Consultants, LLC

Civil, Environmental & Geotechnical Engineering
10875 Main Street, Suite 213
Fairfax, VA 22030
Phone: 703.591.7170
Fax: 703.591.7074

SHEET 2 OF 2

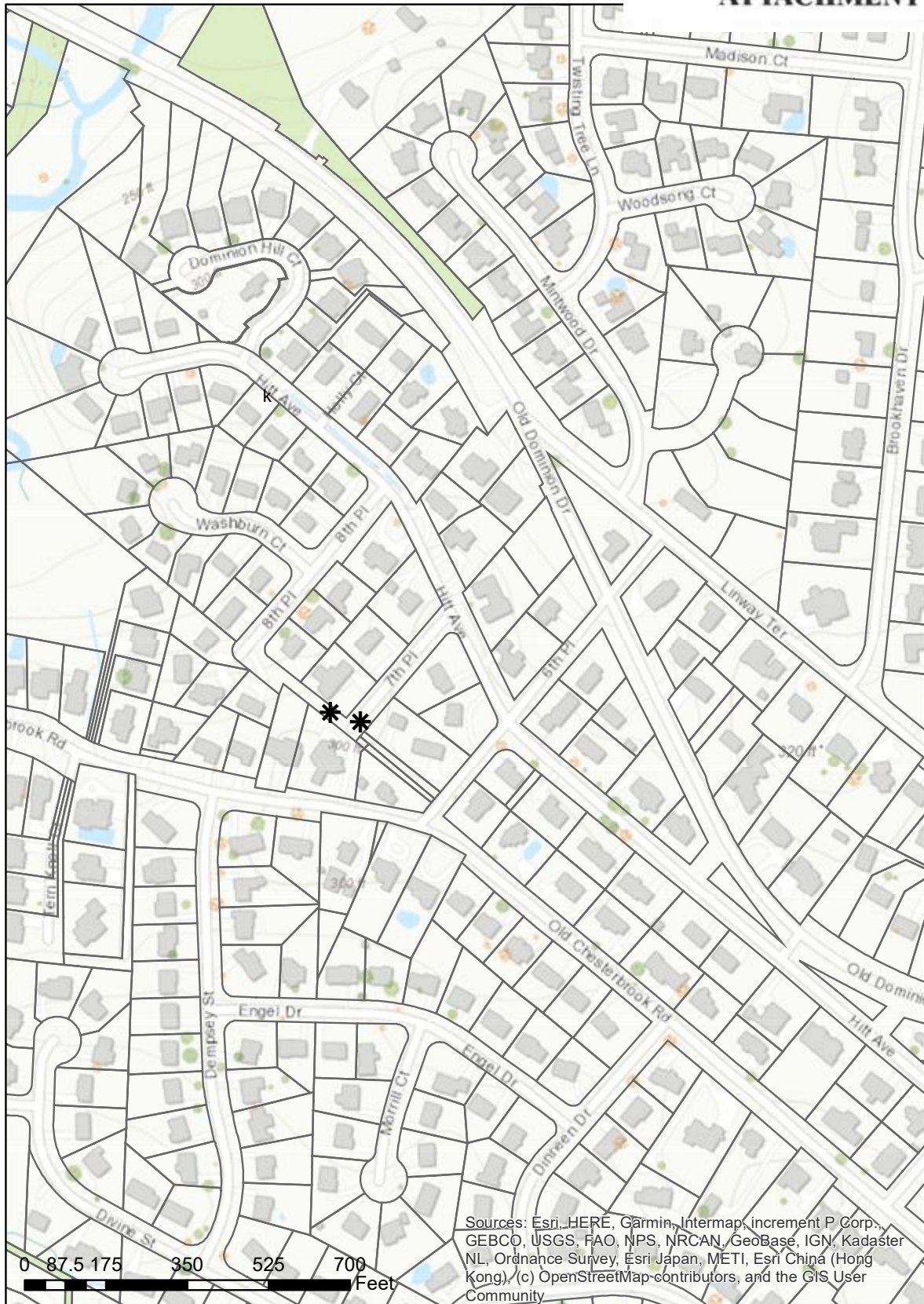
GRAPHIC SCALE



7th Place and Unnamed Right of Way Vacation

Dranesville District

ATTACHMENT VI



Tax Map 30-4

* Denotes Area to be Vacated

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
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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
L15	24.16'	N49° 25' 27"W
L16	10.00'	N40° 34' 33"E
L17	24.16'	S49° 25' 27"E
L18	6.00'	N40° 34' 33"E

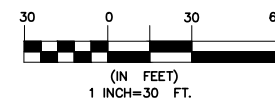
PRELIMINARY LAYOUT
REFLECTING THE USE OF VACATED RIGHT-OF-WAY
EL NIDO ESTATES
D.B. Z-7, PG. 332
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA 22101

PREPARED BY

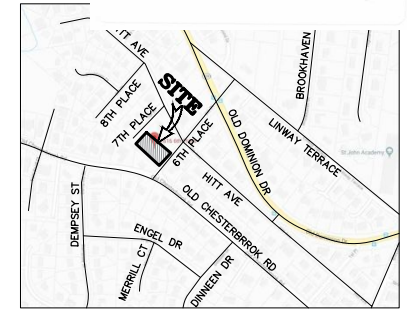
Civil, Environmental & Geotechnical Engineering
10875 Main Street, Suite 213
Fairfax, VA 22030
Phone: 703.591.7170
Fax: 703.591.7074

SHEET 1 OF 1

GRAPHIC SCALE



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	34.85'	26.00'	76.80	S88° 42' 18"W	32.30'

VICINITY MAP
SCALE: 1"=500'

LINE TABLE		
LINE #	LENGTH	BEARING
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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
L15	24.16'	N49° 25' 27"W
L16	10.00'	N40° 34' 33"E
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
DRAVESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA 22101

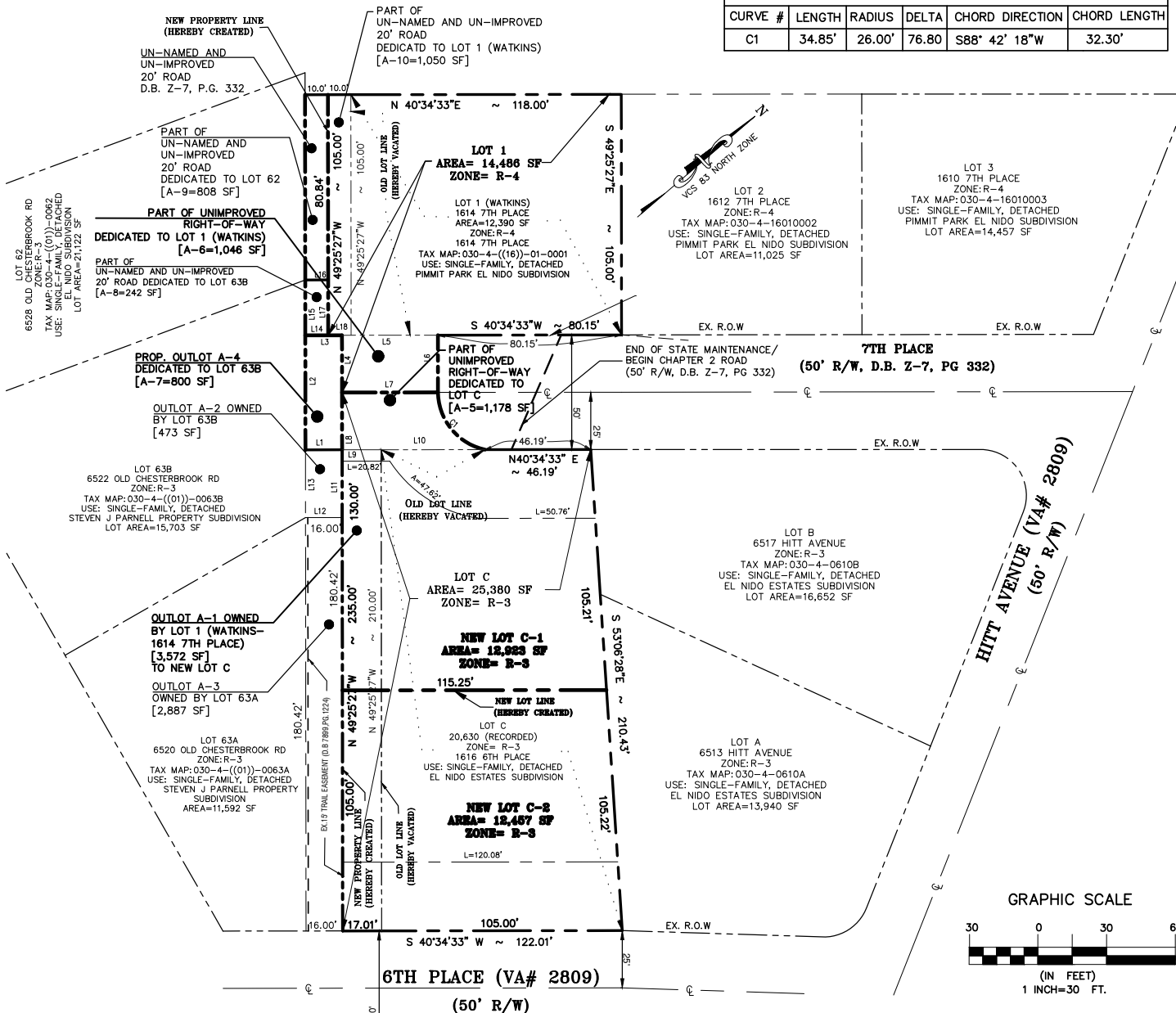
SCALE: 1"=30' DATE: AUGUST 20, 2021

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

SHEET 1 of 1



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.

Board Agenda Item
October 19, 2021

4:00 p.m.

Decision Only on the Acquisition of Certain Land Rights Necessary for the Construction of Burke Road Realignment – Aplomado Drive to Parakeet Drive (Springfield District)

ISSUE:

Decision only on the acquisition of certain land rights necessary for the construction of Project 2G40-087-003, Burke Road Realignment – Aplomado Drive to Parakeet Drive, in Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:

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

TIMING:

On March 9, 2021, the Board authorized advertisement of a public hearing to be held on April 13, 2021, commencing at 2:30 p.m. The Board deferred the public hearing on April 13, 2021, until May 18, 2021, at 4:00 p.m. The Board deferred the public hearing on May 18, 2021, until June 8, 2021, at 3:30 p.m.

On June 8, 2021, the Board held a public hearing on the four affected properties. The Board approved acquisition of those certain land rights on the parcel owned by Heritage Square North Homeowners Association, known as Fairfax County Tax Map Parcel 078-4-18-0000-A, and deferred decision on the acquisition of certain land rights on two parcels owned by Darrell C. and Carol A. Marshall, Trustees known as Fairfax County Tax Map Parcels 078-4-01-0016 and 078-4-01-0018 and the parcel owned by Ronald A. and Leta DeAngelis, known as Fairfax County Tax Map Parcel 078-4-01-0017-C until October 19, 2021, at 4:00 p.m.

BACKGROUND:

This project consists of the realignment of Burke Road to eliminate the hazardous curve between Heritage Square Drive and Mill Cove Court and includes replacement of the existing storm drainage pipe at the stream crossing, improving both safety and sight distance, while minimizing roadway flooding. This project also includes the installation of ADA-compliant ramps, pedestrian sidewalk, asphalt trail, and a connection to the existing Liberty Bell Trail along the project length of Burke Road from Aplomado Drive to Parakeet Drive.

Board Agenda Item
October 19, 2021

Land rights for these improvements are required on thirteen properties, ten of which have been acquired by the Land Acquisition Division (LAD). The construction of this project requires the acquisition of Street Dedication, Sight Distance, Storm Drainage, Fairfax County Water Authority, Verizon, Virginia Electric and Power Company, and Grading Agreement and Temporary Construction Easements.

Negotiations are in progress with the remaining property owners; however, because resolution of these acquisitions is not imminent, it may become necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, Va. Code Ann. Sections 15.2-1903 through 15.2-1905 (as 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 Project 2G40-087-000, Spot Program in Fund 40010, County and Regional Transportation Projects. This project is included in the Adopted FY 2022 – FY 2026 Capital Improvement Program (with future Fiscal Years to FY 2031) 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 3D).

STAFF:

Rachel Flynn, Deputy County Executive

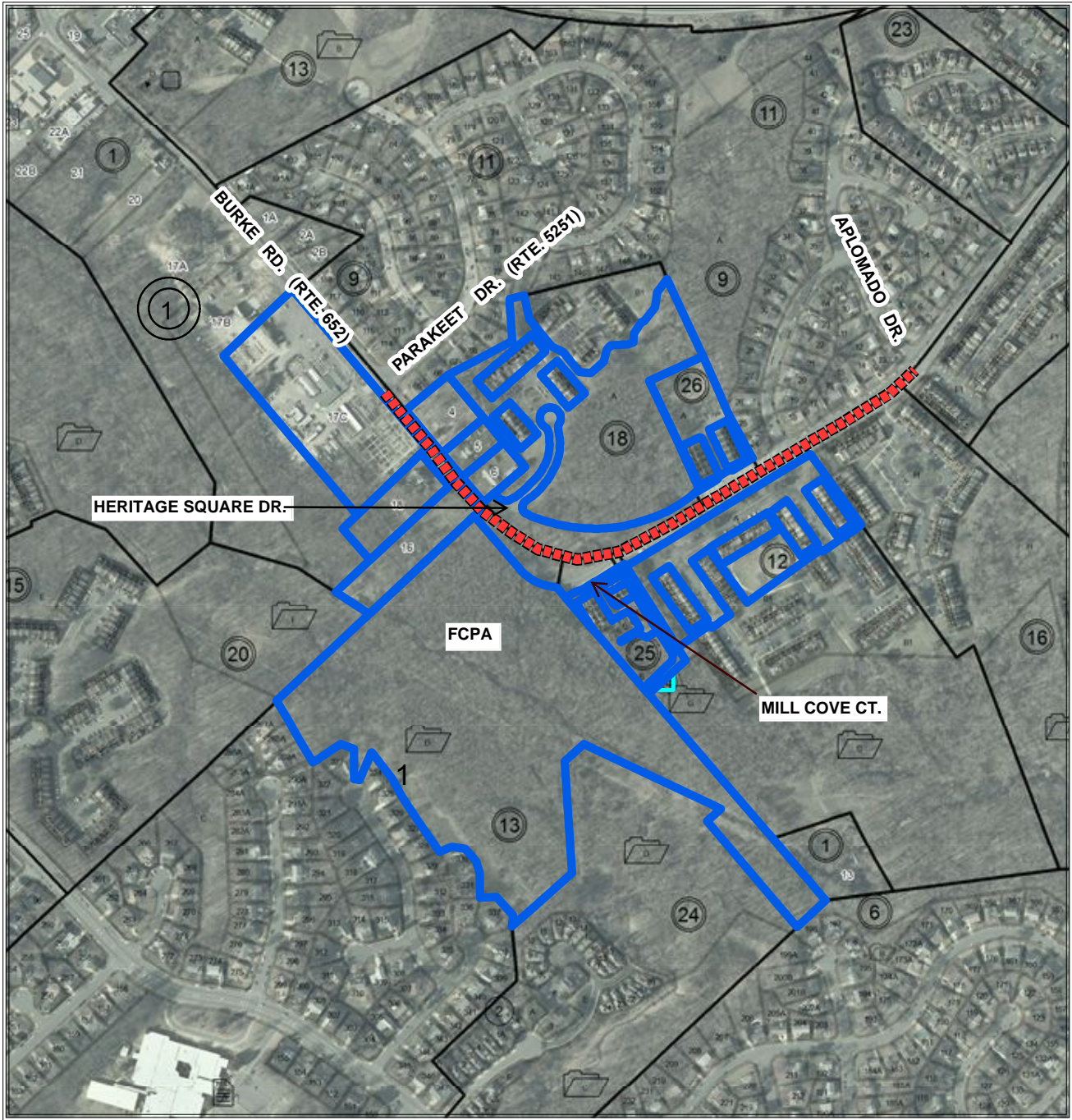
Christopher S. Herrington, Director, Department of Public Works and Environmental Services (DPWES)

Tom Biesiadny, Director, Department of Transportation

Carey F. Needham, Deputy Director, DPWES, Capital Facilities

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



**BURKE RD REALIGNMENT
APLOMADO DR TO PARAKEET DR**

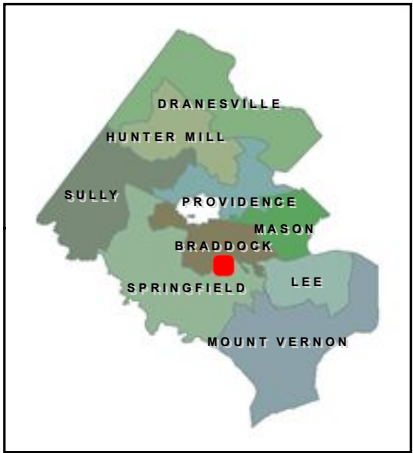
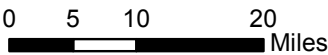
Project: 2G40-087-003

Tax Map: 078-4

Springfield District

Affected Properties:

Proposed Improvements:



ATTACHMENT B

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on Tuesday, October 19, 2021, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project 2G40-087-003, Burke Road Realignment – Aplomado Drive to Parakeet Drive 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 November 30, 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 3D by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the realignment of Burke Road to eliminate the hazardous curve between Heritage Square Drive and Mill Cove Court and includes replacement of the existing storm drainage pipe at the stream crossing, improving both safety and sight distance, while minimizing roadway flooding. The

project also includes the installation of ADA-compliant ramps, pedestrian sidewalk, asphalt trail, and a connection to the existing Liberty Bell Trail along the project length of Burke Road from Aplomado Drive to Parakeet Drive as shown and described in the plans of Project 2G40-087-003, Burke Road Realignment – Aplomado Drive to Parakeet Drive 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 November 22, 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 2G40-087-003, Burke Road Realignment – Aplomado Drive to Parakeet Drive
(Springfield District)

	<u>PROPERTY OWNER(S)</u>	<u>TAX MAP NUMBER</u>
1.	Darrell C. and Carol A. Marshall, Trustees Address: 9319 Burke Road, Burke VA 22015	078-4-01-0016
2.	Ronald A. and Leta DeAngelis Address: 9401 Burke Road, Burke VA 22015	078-4-01-0017-C
3.	Darrell C. and Carol A. Marshall, Trustees Address: 9325 Burke Road, Burke VA 22015	078-4-01-0018

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 1

AFFECTED PROPERTY

Tax Map Number: 078-4-01-0016

Street Address: 9319 Burke Road, Burke VA 22015

OWNER(S): Darrell C. and Carol A. Marshall, Trustees

INTEREST(S) REQUIRED: (As shown on attached plats)

Deed of Dedication and Conveyance – 7,133 sq. ft.

Grading Agreement and Temporary Construction Easement – 2,150 sq. ft.

Dominion Virginia Easement – 1,863 sq. ft.

Verizon Easement – 1,863 sq. ft.

Cox Easement – 1,863 sq. ft.

VALUE

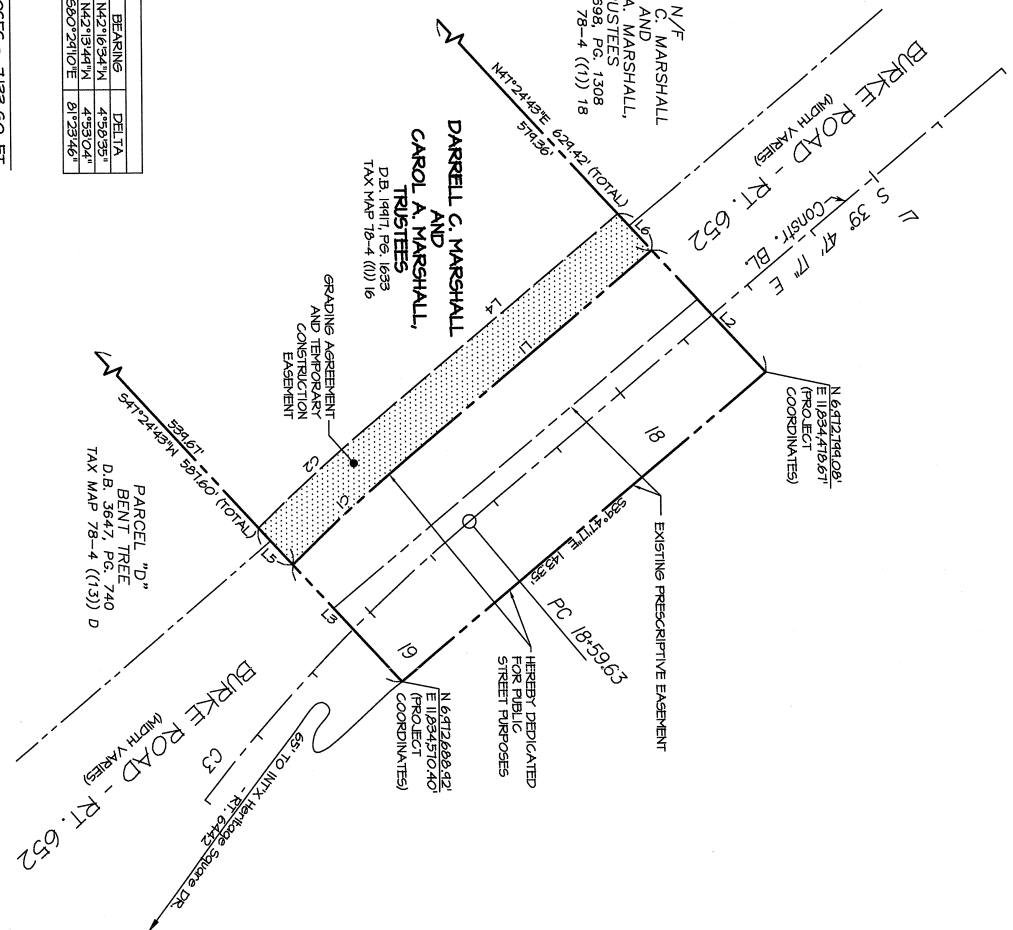
Estimated value of interests and damages:

TEN THOUSAND TWO HUNDRED NINETY DOLLARS (\$10,290.00)

VA STATE GRID NORTH
VCS 83, NORTH ZONE

LINE	BEARING	DISTANCE
L1	N41°24'43"E	44.25
L2	N41°24'43"E	30.08
L3	S41°24'43"W	41.93
L4	S41°24'43"W	15.04
L5	N41°24'43"E	15.04
L6	N41°24'43"E	15.02

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	562.50'	40.25'	24.44'	40.25'	N42°16'54"W	4°35'35"
C2	579.00'	41.36'	24.70'	41.36'	N42°13'44"W	4°35'04"
C3	556.00'	76.14'	46.10'	69.02'	S60°24'01"E	81°25'46"



DEDICATION AREA
DEDICATION FOR PUBLIC STREET PURPOSES = 7,133 SQ. FT.
EASEMENT AREA
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT = 2,150 SQ. FT.

GRAPHIC SCALE

1 inch = 25 ft.

DEDICATION AREA DETAIL
DEDICATION FOR PUBLIC STREET PURPOSES = 4,300 SQ. FT.
WITHIN PRESCRIPTIVE RIGHT-OF-WAY
DEDICATION FOR PUBLIC STREET PURPOSES = 2,833 SQ. FT.
OUTSIDE PRESCRIPTIVE RIGHT-OF-WAY



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 SHOWN ON THIS PLAT.
THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING
LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN
ACTUAL FIELD SURVEY.
ALL PREVIOUSLY RECORDED RIGHT-OF-WAYS, 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 ASSESSMENT
MAP 78-4(II) 16.

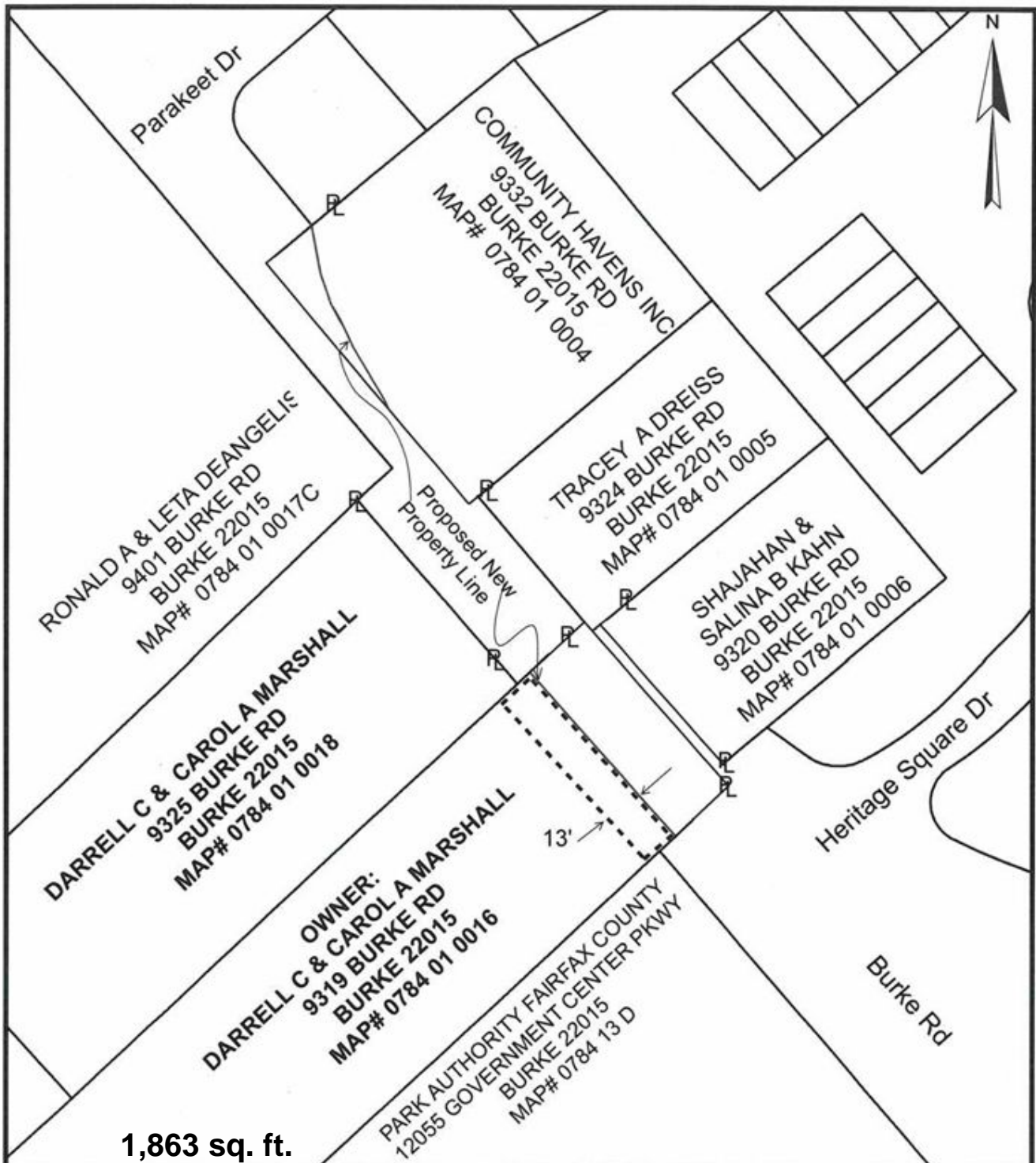
BURKE ROAD - APLOMADO DRIVE TO PARAKEET
DRIVE

PROJECT NUMBER 2640-031-003

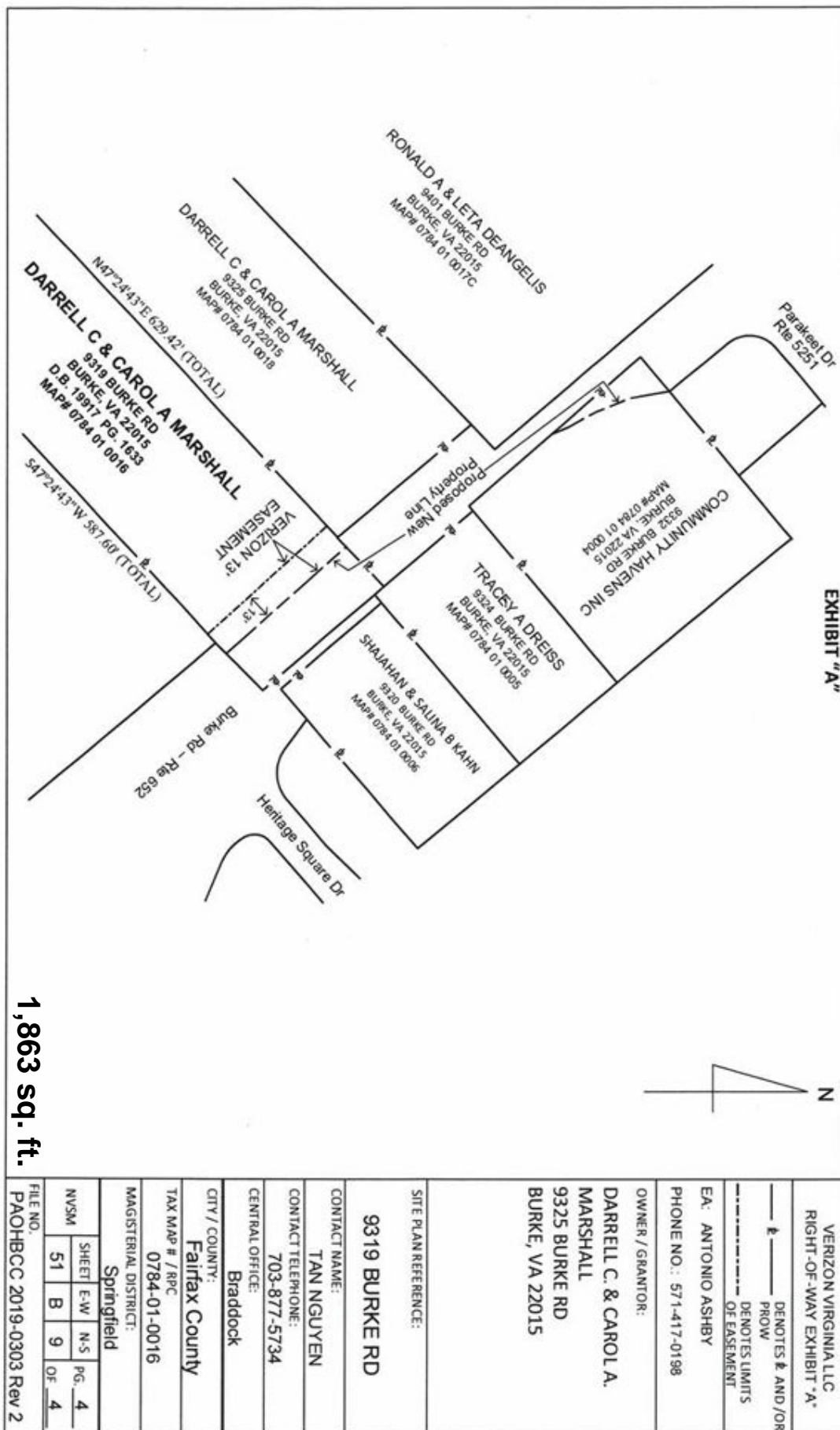
FAIRFAX COUNTY VIRGINIA
DEPARTMENT OF PUBLIC WORKS
& ENVIRONMENTAL SERVICES
CAPITAL FACILITIES LAND SERVICE BRANCH
12000 GOVERNMENT CENTER PARKWAY
FAIRFAX, VIRGINIA

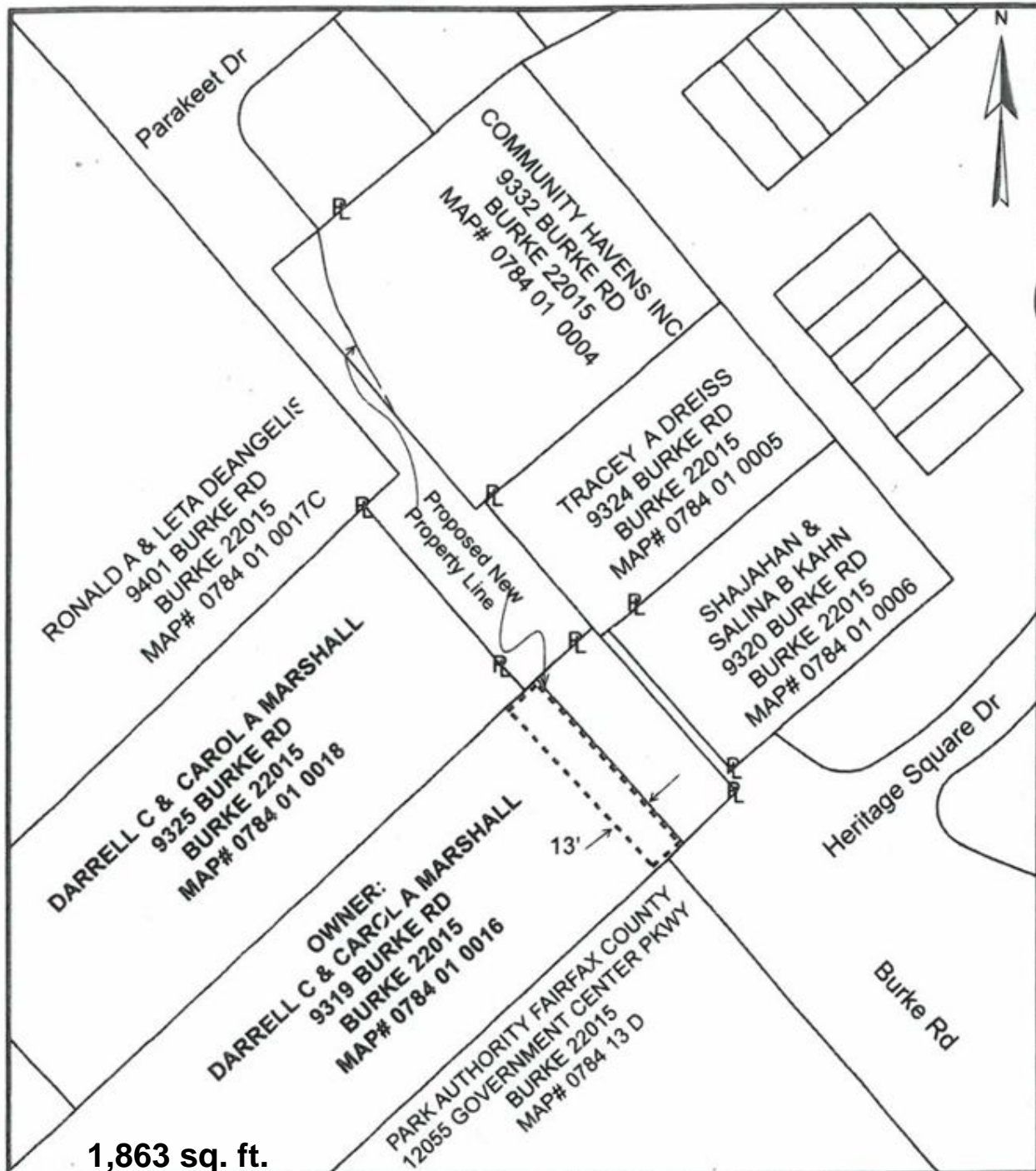
PLAT SHOWING
DEDICATION FOR PUBLIC STREET PURPOSES
AND
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
THROUGH THE PROPERTY OF
DARRELL C. MARSHALL
AND
CAROL A. MARSHALL,
TRUSTEES
D.B. 19417, PG. 1633
FAIRFAX COUNTY, VIRGINIA
SHEET 1 OF 1

SCALE: 1"=25' DATE: 7/26/14 DRAWN BY: JLG



LEGEND --- Location of Boundary Lines of Right-of-Way 13' in Width. —P— Indicates Property Line is Right-of-Way Boundary 13' in Width.	District SPRINGFIELD		Scale NTS	EXHIBIT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia Page 1 of 1
	District-Township-Borough BURKE	County - City FAIRFAX	State VA	
	Office REGIONAL	Plat Number 40-19-0219		
	Work Request Number 10273222	Grid Number C0513NN9700		
DATE: 9-3-2019		BY: T. MULDROW		OWNER INITIALS: _____





LEGEND - - - Location of Boundary Lines of Right-of-Way 13' in Width. = RL = Indicates Property Line is Right-of-Way Boundary 13' in Width.	District SPRINGFIELD	Scale NTS	 Page 1 of 1	
	District-Township-Borough BURKE	County - City FAIRFAX		State VA
	Office	Plat Number		
	Work Request Number	Grid Number		
DATE:		BY:	OWNER INITIALS: _____	

ATTACHMENT 2

AFFECTED PROPERTY

Tax Map Number: 078-4-01-0017-C

Street Address: 9401 Burke Road, Burke VA 22015

OWNER(S): Ronald A. and Leta DeAngelis

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

Deed of Dedication and Conveyance – 18,684 sq. ft.

Grading Agreement and Temporary Construction Easement – 6,469 sq. ft.

VALUE

Estimated value of interests and damages:

SIXTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$63,500.00)

DEDICATION AREA
DEDICATION FOR PUBLIC STREET PURPOSES = 12,604 SQ. FT.
EASEMENT AREA
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT = 6,464 SQ. FT.

GRAPHIC SCALE

1 inch = 25 ft.

DEDICATION AREA DETAIL

DEDICATION FOR PUBLIC STREET PURPOSES = 12,400 SQ. FT.
WITHIN PRESCRIPTIVE RIGHT-OF-WAY
DEDICATION FOR PUBLIC STREET PURPOSES = 6,204 SQ. FT.
OUTSIDE PRESCRIPTIVE RIGHT-OF-WAY



BURKE ROAD - ATLONADO DRIVE TO PARKET
DRIVE

PROJECT NUMBER 2640-031-003

FAIRFAX COUNTY VIRGINIA

DEPARTMENT OF PUBLIC WORKS

ENVIRONMENTAL SERVICES

CAPITAL FACILITIES, LAND SERVICE BRANCH

12000 GOVERNMENT CENTER PARKWAY

FAIRFAX VIRGINIA

PLAT SHOWING

DEDICATION FOR PUBLIC STREET PURPOSES AND

GRADING AGREEMENT AND

TEMPORARY CONSTRUCTION EASEMENT

THROUGH THE PROPERTY OF

RONALD A. DEANGELIS

AND

LETA DEANGELIS

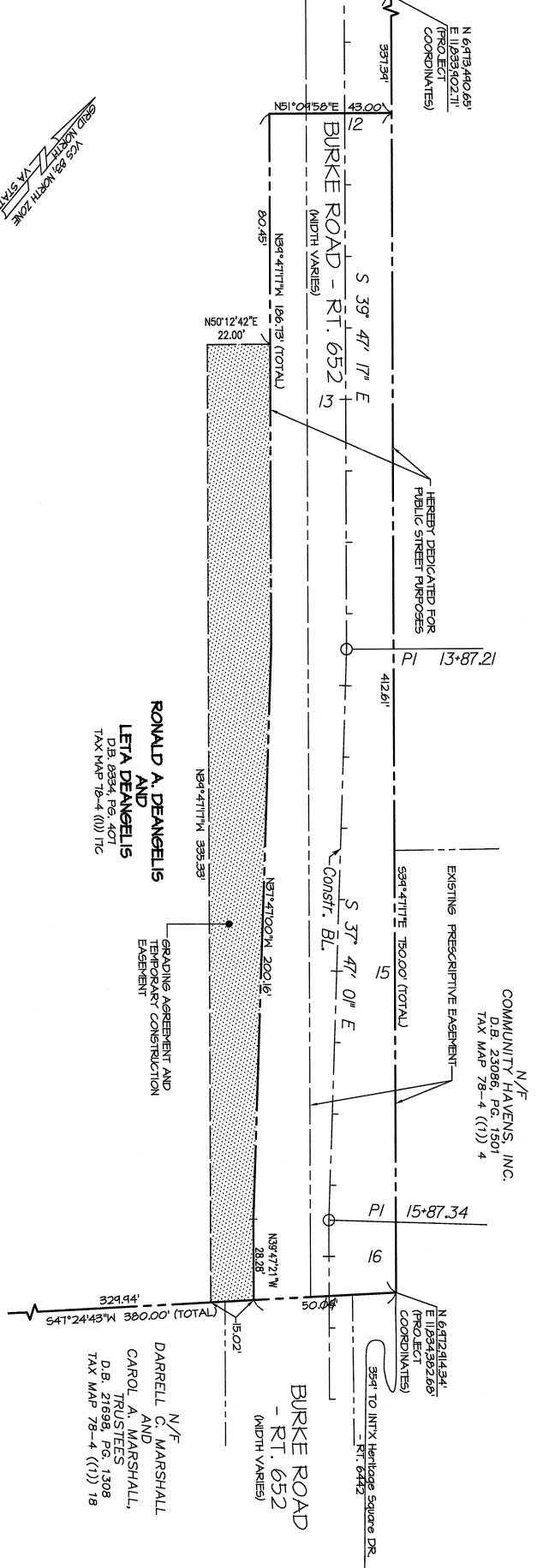
D.B. 2534, PG. 401

SPRINGFIELD DISTRICT

FAIRFAX COUNTY, VIRGINIA

SHEET 1 OF 1

SCALE: 1"=25' DATE: 7/26/19 DRAWN BY: JLG



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 SHOWN ON THIS PLAT.
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 RIGHT-OF-WAYS, EASEMENTS, OR OTHER
INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT
UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
THE PROPERTY DEDICATED ON THIS PLAT IS LOCATED ON ASSESSMENT
MAP 78-4-(11) TIC.

ATTACHMENT 3

AFFECTED PROPERTY

Tax Map Number: 078-4-01-0018

Street Address: 9325 Burke Road, Burke VA 22015

OWNER(S): Darrell C. and Carol A. Marshall, Trustees

INTEREST(S) REQUIRED: (As shown on attached plats)

Grading Agreement and Temporary Construction Easement – 3,771 sq. ft.

Dominion Virginia Easement – 225 sq. ft.

Verizon Easement – 225 sq. ft.

Cox Easement – 225 sq. ft.

VALUE

Estimated value of interests and damages:

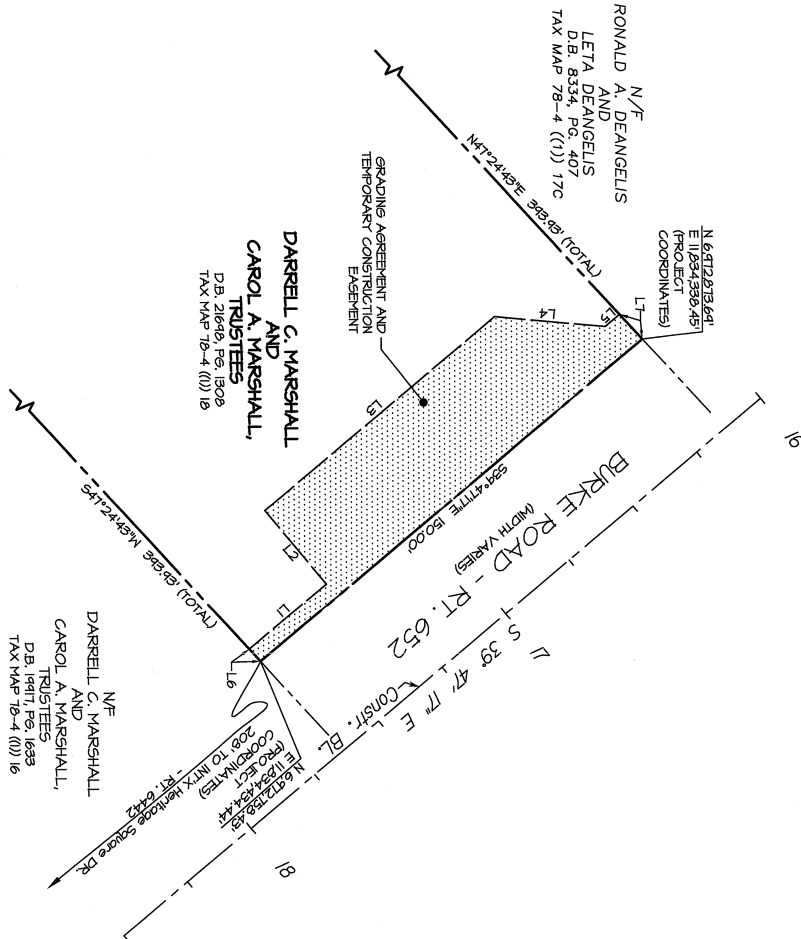
SIXTEEN THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$16,380.00)

VA STATE GRID NORTH
VCS 83; NORTH ZONE

LINE	BEARING	DISTANCE
L1	N84°47'17"W	30.36'
L2	S50°12'43"W	26.76'
L3	N84°47'17"W	40.17'
L4	N05°24'33"E	33.44'
L5	N84°47'17"W	5.63'
L6	S47°24'43"W	5.01'
L7	N47°24'43"E	10.01'

EASEMENT AREA
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT = 3,771 SQ. FT.

GRAPHIC SCALE



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 SHOWN ON THIS PLAT.
THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD SURVEY BOUNDARY SURVEY.
ALL PREVIOUSLY RECORDED RIGHT-OF-WAYS, 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 EASEMENT MAP 78-4 (11) 16.

BURKE ROAD - ALOMADO DRIVE TO PARAKEET DRIVE

PROJECT NUMBER 2640-051-003

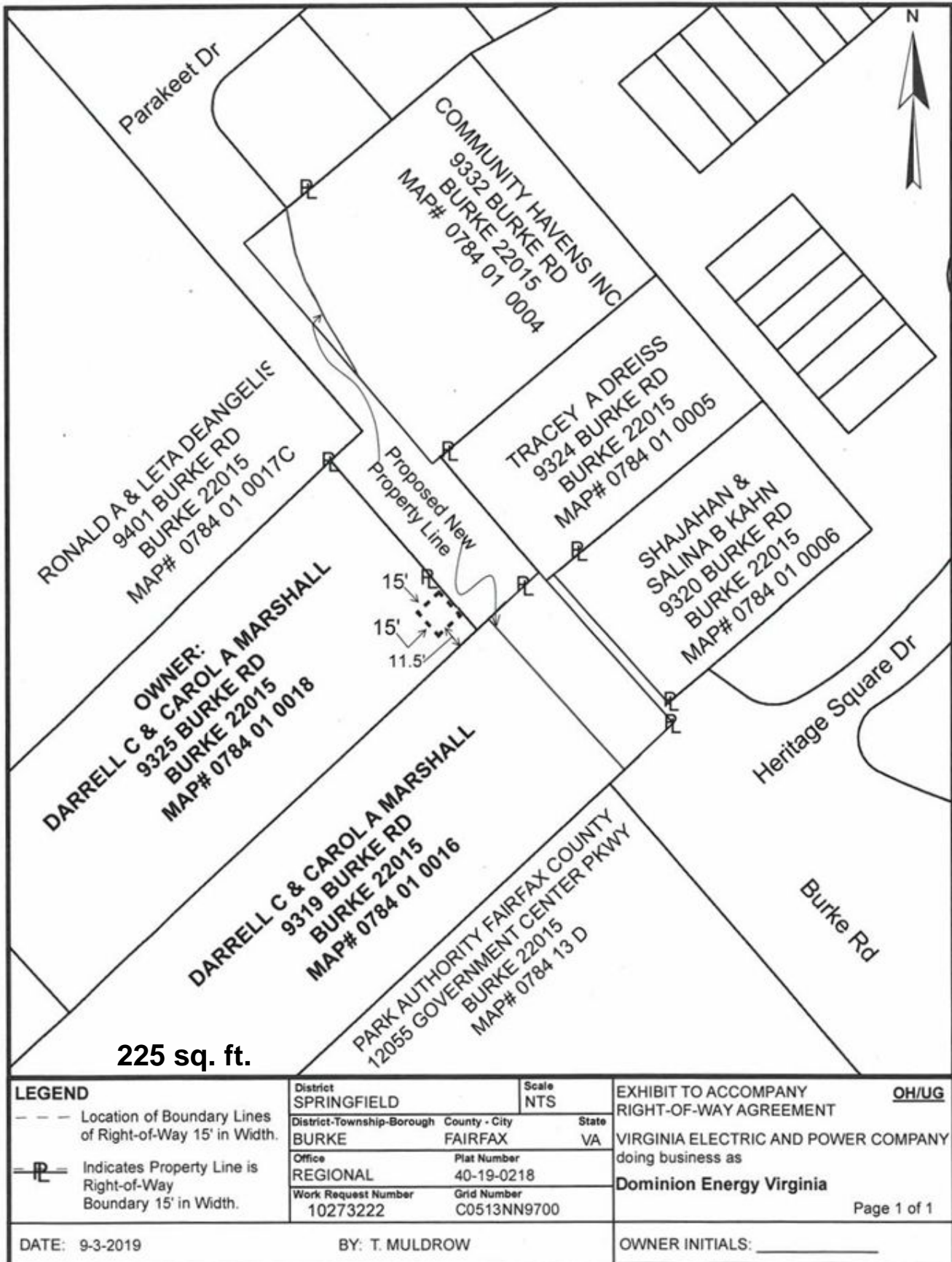
FAIRFAX COUNTY, VIRGINIA

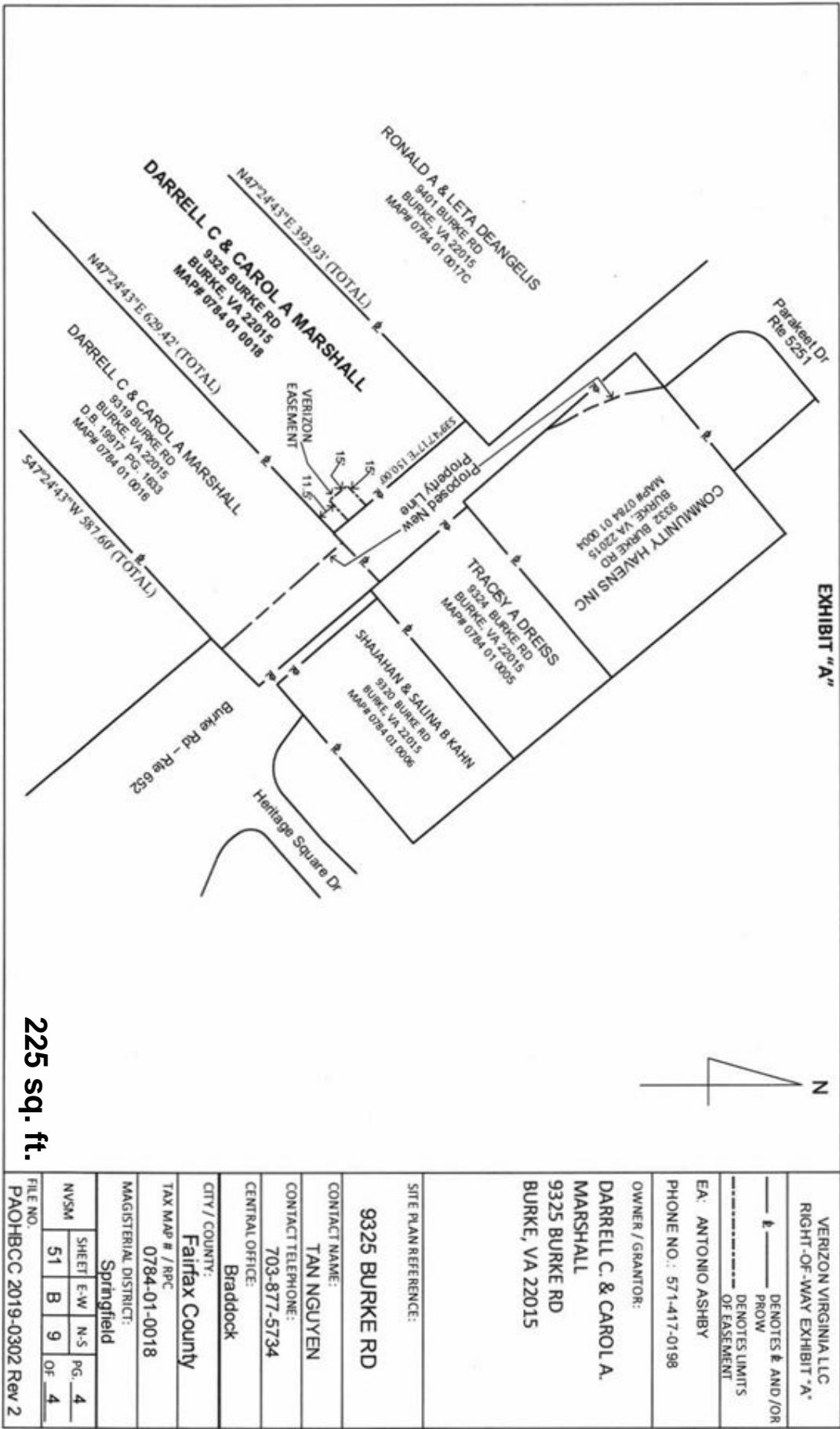
DEPARTMENT OF PUBLIC WORKS
& ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PARKWAY
FAIRFAX, VIRGINIA

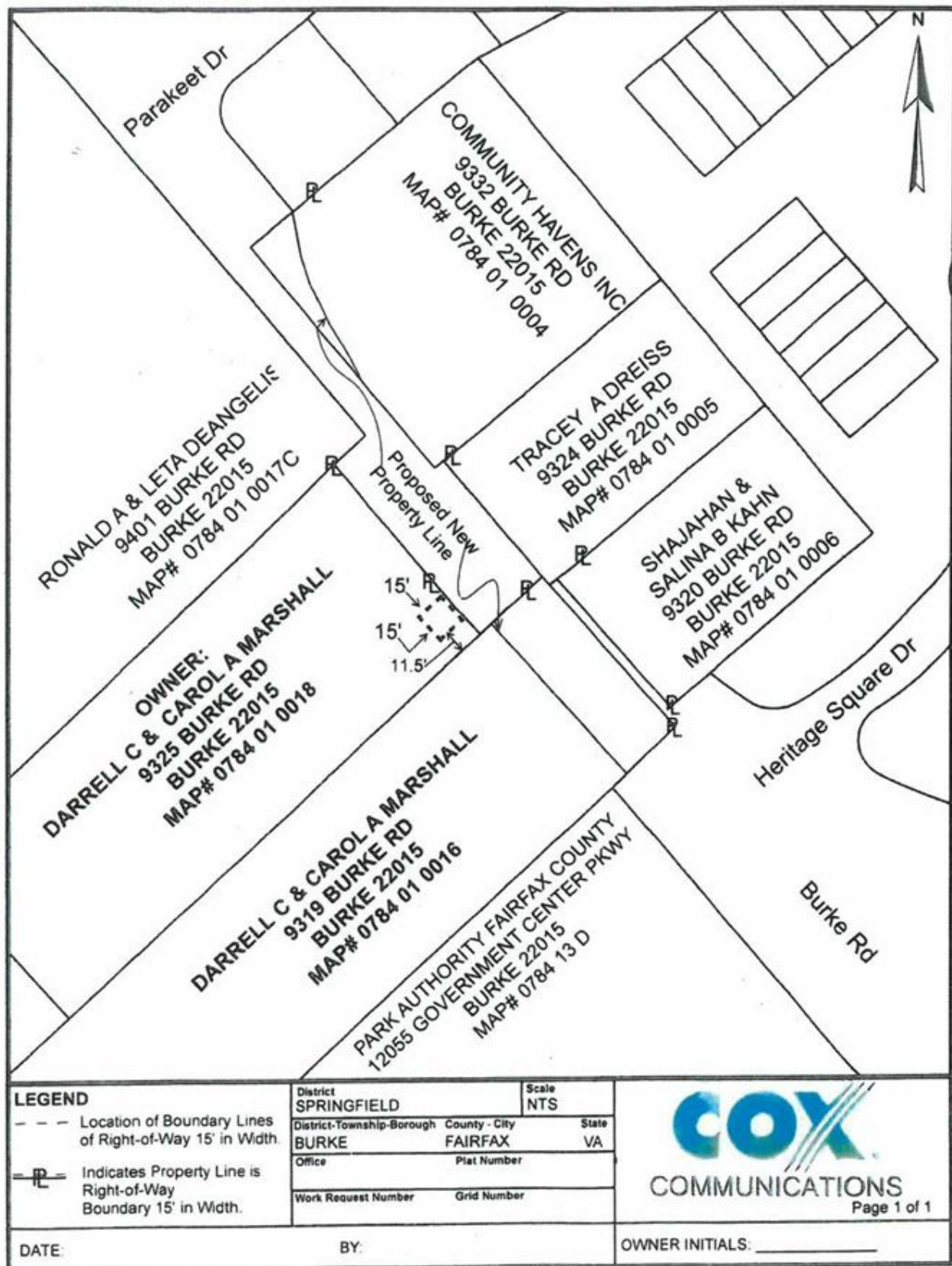
GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
THROUGH THE PROPERTIES OF
DARRELL C. MARSHALL
AND
CAROL A. MARSHALL,
TRUSTEES

DB, 21648, PG. 1308
SPRINGFIELD DISTRICT
FAIRFAX COUNTY, VIRGINIA
SHEET 1 OF 1

SCALE: 1"=25' DATE: 7/26/19 DRAWN BY: JLG







Board Agenda Item
October 19, 2021

4:00 p.m.

Decision Only on Proposed Plan Amendment 2021-00006, 2806 Popkins Lane, Located on Popkins Lane, West of Bryant Town Court (Mount Vernon District)

ISSUE:

Plan Amendment (PA) 2021-00006 considers adding a Comprehensive Plan (Plan) option for residential use at a density of 5-8 dwelling units per acre (du/ac) on Tax Map Parcel 93-1 ((1)) 7, located on the north side of Popkins Lane, approximately ¼-mile east of Richmond Highway, generally east of Memorial Heights Drive, and west of Bryant Town Court, in the Mount Vernon District. The adopted Plan recommends residential development at 3-4 du/ac on the subject property, if developed as part of the adjacent Memorial Heights neighborhood to the west. The Staff Report, dated June 2, 2021, recommends an alternative for residential use up to 6 du/ac with conditions. The Mount Vernon Site-specific Plan Amendment (SSPA) Task Force voted to retain the current Comprehensive Plan or, if additional conversations are had with the Northern Virginia Conservation Trust, defer the amendment into the SSPA standard track to allow for the review of a potential conservation easement on the property.

PLANNING COMMISSION RECOMMENDATION:

On June 23, 2021, the Planning Commission held a public hearing on the Plan Amendment, and the decision was deferred to July 14, 2021. On July 14, 2021, the Planning Commission voted 10-0 (Chairman Murphy and Commissioner Bennett were absent from the meeting) to recommend that the Board of Supervisors adopt the Staff Recommendation as contained in the Staff Report dated June 2, 2021.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the Planning Commission Recommendation.

TIMING:

Routine.

On July 27, 2021, the Board of Supervisors held a public hearing on the proposed Plan Amendment and deferred the decision to October 19, 2021.

BACKGROUND:

On January 26, 2021, the Board authorized PA 2021-00006 for the subject property, located at 2806 Popkins Lane (Tax Map Parcel 93-1 ((1)) 7) in the Mount Vernon District, to evaluate an increase in planned density, as described in the Issue section. The Board directed staff to consider workforce housing, the watershed management plan for the area, optimal points of site access, and the potential impacts to the local transportation network.

The area is planned for residential use at a density of 2-3 dwelling units per acre (du/ac) on the Plan Map and 3-4 du/ac if part of the adjacent Memorial Heights neighborhood. The site is zoned R-3, which allows for residential uses at 3 du/ac by-right and light public utility uses (telecommunication facilities) pursuant to the previous approval of a special exception. The site is developed with a Verizon switching station and associated surface parking in a 1.3-acre portion of the site fronting on Popkins Lane. The remaining 4.2 acres in the site's interior and rear are undeveloped, wooded land.

The proposed Plan amendment was reviewed by the Mount Vernon SSPA Task Force in a series of virtual public meetings held from March through May 2021. Task force deliberations centered on the tree cover present on the site and opportunities to preserve as much of the tree cover as possible through a potential conservation easement as an alternative to development of the site under either the current or proposed plan recommendation. At its meeting on May 10, 2021, the task force voted 7-1-2 to retain the existing Plan recommendations and not to recommend a plan amendment due to concerns with the impacts of the proposed amendment to traffic, the environment, and tree cover. The Task Force also voted 7-0-3 to recommend that the study be moved into the SSPA standard track (which contains a longer timeframe of review) to allow for potential discussions to take place between the property owner and the Northern Virginia Conservation Trust regarding a potential conservation easement on the property. Notwithstanding this second task force motion, the Board's authorization for the study included an expedited review, and as a result, the proposed amendment was scheduled for public hearing.

Staff recommends adding a development option for single family attached or a combination of single family detached and attached units up to a density of 6 du/ac on a 4.2 acre portion of the property with the preservation of approximately 35% of the existing tree cover on the parcel, supplemented through native plantings and management of invasive species. Stormwater management measures should avoid conflicts with the preserved trees. Primary access to the site should be provided from Popkins Lane, with potential secondary access to Preston Avenue or East Lee Avenue.

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October 19, 2021

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt from the public hearing on June 23, 2021 can be found online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim062321pa2021-00006-2806popkinslane.pdf>

The Planning Commission verbatim excerpt of their decision on July 14, 2021 can be found online at:

[https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim071421pa2021-00006-2806popkinslane\(deonly\).pdf](https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim071421pa2021-00006-2806popkinslane(deonly).pdf)

The Staff Report has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/2806-popkins-lane/2021-00006-staff-report.pdf>

The SSPA Mount Vernon Task Force Report for PA 2021-00006 is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/sspa/south/mv%20tf/2806popkinsinsignedreport.pdf>

STAFF:

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

Leanna O'Donnell, Director, Planning Division (PD), DPD

Meghan Van Dam, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD

Graham Owen, Planner III, PPDB, PD, DPD

Board Agenda Item
October 19, 2021

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2020-00025, Fairfax Center Sub-Unit J3 (Part), Located at the Northwest Quadrant of Route 29 and Waples Mill Road (Braddock District)

ISSUE:

Plan Amendment (PA) 2020-00025 considers amending the Comprehensive Plan recommendation for a 6.9-acre area located within Sub-unit J3 of the Fairfax Center Area Suburban Center, Braddock District [Tax Map Parcels 56-2 ((1)) 37A, 39 and 56-2 ((34)) C]. The subject properties are currently planned for office/mixed use up to an intensity of 1.0 floor area ratio (FAR) (Parcels 37A and 39) and residential/office/retail mixed-use up to 1.2 FAR (Parcel C) at the overlay level. The amendment considers an alternative land use option that would support self-storage use up to 1.0 FAR on Parcels 37A and 39, subject to parcel consolidation and other considerations. This amendment would facilitate expansion and intensification of the existing self-storage use on Parcel 37A to include an additional multi-story self-storage structure generally on Parcel 39. The Plan recommendations for Parcel C are not proposed to change.

PLANNING COMMISSION RECOMMENDATION:

On September 22, 2021, the Planning Commission voted 11-0 (Commissioner Spain was absent from the meeting) to recommend that the Board of Supervisors adopt the staff recommendation for Plan Amendment 2020-00025, as found in the Staff Report, with revisions included on a handout dated September 22, 2021, which can be found in the Planning Commission's verbatim. The revisions were intended to address landscaping and tree preservation issues raised by the Braddock Land Use Committee.

RECOMMENDATION:

The County Executive recommends that the Board adopt the Planning Commission recommendation.

TIMING:

Routine

BACKGROUND:

On January 28, 2020, the Board of Supervisors (Board) authorized the consideration of a Comprehensive Plan amendment for the subject properties in response to a proposal by the property owner of Parcel 37A to consolidate with neighboring Parcel 39 and

Board Agenda Item
October 19, 2021

supplement the existing self-storage use with a new five-story self-storage structure on Parcel 39. Parcel C was included in the authorization due to the potential for that undeveloped parcel to be incorporated into a consolidated development plan. The Board requested that staff consider a Plan amendment for the subject properties for self-storage or alternative uses that would be compatible with the vision for Fairfax Center and recent developments that surround the sites, including such considerations as land use, design, park space, and transportation improvements. An associated rezoning application ([RZ/FDP 2020-BR-003](#)) has been filed on Parcels 37A and 39 to implement such a facility. Parcel C is not included in the rezoning proposal.

The proposed revisions to the Comprehensive Plan include an option supporting the expansion of the existing self-storage use up to an intensity of 1.0 FAR, including a multi-storage structure up to a maximum height of 65 feet, subject to conditions to ensure consolidation of Parcels 37A and 39, achievement of an office-like appearance, landscaped buffers along the roadways, pedestrian-oriented streetscapes, additional park facilities, trail improvements, and a contribution to the Fairfax County Housing Trust Fund, among other recommendations. The adopted Plan recommendation for Parcel C would be retained.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt, dated September 22, 2021, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim92221pa2020-iii-fc1fairfaxcentersubunitj3pt.pdf>

The Staff Report for PA 2020-00025, dated September 1, 2021 has been previously furnished and is available online at: <https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/Assets/documents/CompPlanAmend/fairfaxcenter-subunitj3/PA-2020-00025-Staff-Report.pdf>

STAFF:

Barbara Byron, Director, Department of Planning and Development (DPD)
Leanna H. O'Donnell, Director, Planning Division (PD), DPD
Meghan Van Dam, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD
Michael Lynskey, Planner II, PPDB, PD, DPD

Board Agenda Item
October 19, 2021

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2020-II-M1, Located at 7700 Leesburg Pike, on the North Side of Leesburg Pike Across from George C. Marshall High School (Dranesville District)

ISSUE:

Plan Amendment (PA) 2020-II-M1 (PLUS # 2020-00029) considers amending the Comprehensive Plan recommendation for a 6.73-acre site located within the Pimmit Community Planning Sector, Dranesville District (Tax Map Parcel 39-2 ((1)) 57). The subject property is currently planned for office use. The amendment considers an alternative land use option to allow for residential use at an intensity of up to 12-16 dwelling units per acre (du/ac).

PLANNING COMMISSION RECOMMENDATION:

On September 29, 2021, the Planning Commission held a public hearing and voted 9-0 (Commissioners Sargeant, Spain and Jimenez were absent from the meeting) to defer the decision only on Plan Amendment 2020-II-M1 to a date certain of October 6, 2021.

On October 6, 2021, the Planning Commission voted 10-0-1 (Commissioner Sargeant abstained from the vote and Commissioner Bennett was not present for the vote) to recommend that the Board adopt a Planning Commission Alternative to the staff recommendation as shown in the October 6, 2021 handout.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission public hearing – September 29, 2021
Planning Commission decision only – October 6, 2021
Board of Supervisors public hearing – October 19, 2021

BACKGROUND:

On September 15, 2020, the Board authorized the consideration of a Comprehensive Plan amendment for Tax Map Parcel 39-2 ((1)) 57. The Board authorization states that the Plan amendment should consider an option for residential use at an intensity of up

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12-16 du/ac on the subject site, which is currently developed with an office building that was constructed in 1976 at an intensity of 0.57 floor area ratio (FAR). The Board's authorization also states that the provision of high-quality open space should be considered as a priority on the subject site. An associated rezoning application ([RZ/FDP 2021-DR-006](#)) has been filed and is under review concurrently with the proposed Plan amendment.

The Plan amendment considers an option to allow residential uses up to 12-16 du/ac in the form of single-family attached or stacked townhouses up to a maximum height of four stories. The amendment recommends proposed conditions under which this new residential use could be appropriate, such as achieving compatibility with neighboring residential uses, provision of usable, well-designed, attractive and publicly accessible open space amenities, adequate buffers and transitions to neighboring properties, accommodating connections for pedestrian and bicycle access, and documentation of the existing building for potential historical significance prior to demolition. The Planning Commission Alternative includes revised language related to stormwater management.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission verbatim excerpt and Planning Commission Alternative dated October 6, 2021, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim100621pa2020-ii-m1pa2020-00029-17700leesburgpike.pdf>

The Planning Commission verbatim excerpt dated September 29, 2021, is available online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2021%20verbatim/verbatim092921pa2020-ii-m1-7700leesburgpike.pdf>

The Staff Report for PA 2020-II-M1, dated August 25, 2021, has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/7700leesburgpike/2020-ii-m1-staff-report.pdf>

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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

Stephen Waller, Planner III, HRPB, PD, DPD

4:00 p.m.

Decision Only on an Ordinance to Amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by Adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18

ISSUE:

Decision only on the proposed ordinance to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18.

RECOMMENDATION:

The County Executive recommends that the Board ~~hold the Public Hearing~~ **make a decision** on the proposed County Code amendment.

TIMING:

On September 14, 2021, the Board authorized advertisement of a Public Hearing to consider an Ordinance to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18 to take place on October 5, 2021, at 4:00 p.m.

On October 5, 2021, the Board of Supervisors held a public hearing and deferred the decision to October 19, 2021, at 4:00 p.m.

BACKGROUND:

During the 2020 session of the Virginia General Assembly, a bill was passed and signed into law by the Governor giving local governments and school boards the authority to adopt an ordinance or resolution allowing employees to collectively bargain. The law, Virginia Code § 40.1-57.2, had a delayed effective date of May 1, 2021. To begin the process of adopting an ordinance, on September 29, 2020, the Board created a collective bargaining workgroup, led by Personnel and Reorganization Committee (Personnel Committee) Chair Penelope Gross and Supervisor James Walkinshaw. The workgroup included employee group representatives from the Fairfax County Public Schools (FCPS) and General County Government, elected officials from FCPS, County Executive Bryan Hill, FCPS Superintendent Scott Brabrand and other senior staff members. The workgroup met twice in February 2021 and once in April of 2021, and feedback from the group was instrumental in planning related Personnel Committee meetings.

The Personnel Committee met to discuss collective bargaining on March 2, May 25, June 29, and July 20, 2021. The Personnel Committee received a presentation about the framework of collective bargaining from the County's outside legal consultant on March 2, 2021. At the May 25, 2021, meeting, County staff presented a draft collective bargaining ordinance for discussion. As a result of the Board's discussion at these meetings, the draft collective bargaining ordinance has been revised several times, culminating in the draft collective bargaining ordinance that was the subject of the public hearing held on October 5, 2021. The draft ordinance is enclosed as Attachment 1.

FISCAL IMPACT:

The FY 2022 Adopted Budget Plan includes \$1.0 million and 6/6.0 FTE positions to support collective bargaining for public employees. This includes the addition of \$0.5 million and 5/5.0 FTE positions in the Department of Human Resources and \$0.1 million and 1/1.0 FTE position in the Office of the County Attorney. In addition, \$0.3 million in Fringe Benefits funding is included in Agency 89, Employee Benefits. These positions are necessary to begin to address the new workload associated with labor relations, including legal support, policy administration, contract compliance and system administration. Additional positions and funding are anticipated to be recommended as part of the FY 2021 Carryover Review, and in future budget processes as additional requirements are identified.

ENCLOSED DOCUMENTS:

Attachment 1 –Draft Ordinance for October 5, 2021, Public Hearing

Attachment 2 – October 19, 2021, Updated Draft Ordinance

Attachment 3 – List of Edits and Clarifications to Draft Ordinance

STAFF:

Catherine Spage, Director, Department of Human Resources
Christina Jackson, Chief Financial Officer

ASSIGNED COUNSEL:

Elizabeth D. Teare, County Attorney
Karen Gibbons, Deputy County Attorney

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OCTOBER 5, 2021, PUBLIC HEARING**

An ORDINANCE to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18, as follows:

CHAPTER 3. – COUNTY EMPLOYEES

ARTICLE 10. - COLLECTIVE BARGAINING.

Section 3-10-1. - Statement of policy.

It is the public policy of Fairfax County to promote a harmonious and cooperative relationship between the County government and its employees to ensure that the workforce is positioned to efficiently meet demands and deliver exceptional services to the community and stakeholders. Unresolved disputes in public service are harmful to employees and the public, and adequate means should be available for preventing disputes and for resolving them when they occur. To that end, it is in the public interest that employees have the opportunity to bargain collectively in good faith, without interference with the orderly processes of government and subject to the limitations of the County's annual budget and appropriations.

Section 3-10-2. - Definitions.

As used in this Article, the following terms shall have the meanings ascribed to them in this section:

Arbitration means the procedure by which the County and an exclusive bargaining representative when involved in a labor-management dispute or impasse, as defined in this Article, submit their differences to a third party for a final and binding decision subject to the provisions of this Article.

Benefits means all forms of non-wage compensation.

County means the County of Fairfax acting through its County Executive or the County Executive's designee.

Collective Bargaining means to perform the mutual obligation of the County, by its representatives, and the exclusive bargaining representative of employees in an appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places, with the good faith intention of reaching an

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agreement, subject to appropriation of funds by the County Board, regarding terms and conditions of employment, including wages, salaries, and all forms of monetary compensation; benefits; personnel policies and practices, working conditions, and hours and scheduling of work, provided that matters reserved as County management rights in Section 3-10-4 are subject to permissive collective bargaining as provided therein. **[OPTION to strike “,provided that matters reserved as County management rights in Section 3-10-4 are subject to permissive collective bargaining as provided therein.” This, and a corresponding edit in 3-10-4, would make all items in Section 3-10-4(a) subject to mandatory collective bargaining.]**¹ The County shall not negotiate as to matters controlled or preempted by any federal or state constitutional provision, law, rule, or regulation.

Collective bargaining agreement means the written legal contract between the County and an exclusive bargaining agent representing the employees in a bargaining unit authorized by this Article and resulting from collective bargaining as defined in this section. Any collective bargaining agreement negotiated under this Article shall continue in effect following the expiration of its term until such time as superseded by a later agreement.

Confidential employee means any employee who, as part of their job duties, assists and acts in a confidential capacity on labor relations matters to persons who formulate, determine, and effectuate management policies in the field of labor relations, including a County Board member, the County Executive or Assistant/Deputy County Executive, the County Attorney or Assistant/Deputy County Attorney, and a department head or Assistant/Deputy department head.

Employee means any employee of the County, except it does *not* include anyone who is:

- (1) a seasonal or temporary employee as defined in this section;

[OPTION to strike “or temporary,” along with the definition of “temporary employee” that follows below.]

- (2) a confidential employee, as defined in this section;

¹ Options are outlined in this draft for certain unresolved policy questions identified to date. Further edits to the ordinance may be made as a result of additional public input.

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- (3) a managerial employee, as defined in this section;
- (4) a supervisor, as defined in this section;
- (5) an intern or volunteer;
- (6) a new employee for a period of sixty (60) days after such employee's first day of work for the County;
- (7) a member of a board, commission, authority, or other appointee of any public body as defined in state law, unless such member is an Employee who would otherwise be entitled to engage in collective bargaining under the terms of this ordinance; or
- (8) an employee of the courts or of any local constitutional officer as set forth in Article VII, Section 4 of the Virginia Constitution, whether or not the County provides personnel administrative services or supplements state or other funding provided for the personnel of such officers.

Employee organization means an organization in which employees participate, and that exists for the purpose, in whole or in part, of representing employees in collective bargaining concerning labor disputes, wages, hours, and other terms and conditions of employment.

Exclusive bargaining representative and *exclusive bargaining agent* mean the employee organization recognized by the County as the only organization to bargain collectively for all employees in a bargaining unit (as defined in section 3-10-6).

Impasse means the failure of the County and an exclusive bargaining representative to reach agreement in the course of collective bargaining negotiations within the timeframes specified in this Article.

Labor-management dispute means a difference of position as between the County and an exclusive bargaining agent concerning administration or interpretation of the collective bargaining agreement between them; action challenged as a prohibited practice under Section 3-10-16; negotiability of subject

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matters under this Article; and questions of eligibility of disputes for resolution by mediation or arbitration. It shall not mean disciplinary or other adverse personnel actions within the meaning of Virginia Code Section 15.2-1506, *et seq.*, as implemented by the uniformly applicable County grievance procedure, and specialized state statutory procedures applicable to law enforcement officers and fire and emergency medical services employees.

Managerial employee means any employee or appointee involved directly in the determination of labor relations or personnel policy or who is responsible for directing the implementation of labor relations or personnel policy at an executive level.

Mediation means an effort by a neutral, third-party factfinder chosen under the terms of this Article to assist confidentially in resolving an impasse, or other labor-management dispute as defined in this section, arising in the course of collective bargaining between the County and the exclusive bargaining agent of a bargaining unit.

Seasonal employee means an employee who is hired into a position for which the customary annual employment is four (4) months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter, for reasons related to work demands that arise during those parts of the year.

Supervisor means all personnel who devote a majority of work time to the supervision of two or more employees and have authority to hire, transfer, suspend, layoff, recall, promote, demote, discharge, reward or discipline other employees, or adjust grievances. With respect to General County employees, “supervisor” excludes all employees who serve in a position at the levels S-32 and L-7 and below. With respect to the Fire Department, “supervisor” includes all positions above the rank of Deputy Chief. For personnel in Public Safety Communications, the term includes personnel who serve in a position at the level of P-23 and above. With respect to the Police Department, “supervisor” includes all personnel with the rank of Captain and above.

[OPTION to strike the last sentence and add the following: “With respect to the Police Department, ‘supervisor’ includes all personnel with the rank of Second Lieutenant and above” or “With respect to the Police Department, ‘supervisor’ includes all personnel with the rank of First Lieutenant and above.”]

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Strike means, in concerted action with others, an employee's refusal to report to duty or willful absence from their position, or stoppage of work, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

Temporary employee means an individual who is employed for not more than 180 days in a 12-month period.

[OPTION to strike the definition of “temporary employee” if such employees are not excluded from collectively bargaining.]

Section 3-10-3. - Employee Rights.

- (a) Employees shall have the right to organize, form, join, assist, participate in, and pay dues or contributions to employee organizations, to bargain collectively through an exclusive bargaining representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with this Article. Employees shall also have the right to refrain from any or all such activities.
- (b) A collective bargaining agreement provision that violates the rights of employees set forth in this section shall be void. A collective bargaining agreement provision that establishes a time period for the exercise of an employee right set forth in this section shall not violate this section.
- (c) The County and each employee organization will refrain from any intimidation or coercion of employees who choose to exercise their rights under this Article.

Section 3-10-4. - County's Rights and Authority.

- (a) This Article shall not be deemed in any way to limit or diminish the authority of the County to manage and direct the operations and activities of the County to the fullest extent authorized and permitted by law. Thus, unless the County elects to bargain regarding the following matters, the County retains exclusive rights:

[OPTION: If the Board wishes to make the following list subject to mandatory collective bargaining instead of permissive bargaining, strike the language in (a) and insert: “Subject to any applicable collective bargaining agreement and the obligation to bargain in good faith, the County retains the rights:”]

- (1) to determine the type and scope of work to be performed by County employees and the manner in which services are to be provided;
 - (2) to direct the work of employees and determine the number of employees to perform any work or service;
 - (3) to hire, promote, transfer, assign, retain, classify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees;
 - (4) to relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions/requirements or for other reasons in the County's reasonable business judgment and not prohibited by law, except that the implementation procedures to be followed shall be negotiable;
 - (5) to contract for, expand, reduce, sell, transfer, convey, or eliminate particular operations or services of general government, as well as any department, office, or part thereof; and
 - (6) to establish and change standards of behavior or performance, job qualifications, and job descriptions, except that performance evaluation procedures will be negotiable.
- (b) The County retains the right to take whatever actions may be necessary to carry out the County’s mission during emergencies. If a collective bargaining agreement includes procedures for how the County and its employees will respond to an emergency (such as snow or other inclement weather), then the terms of a binding collective bargaining agreement shall govern. Otherwise, the County shall meet

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with the exclusive bargaining representative at the earliest practical time following actions taken in response to an emergency to discuss the effects of such emergency actions on bargaining unit employees as they pertain to matters within the scope of bargaining under this Article and to bargain in good faith over any supplemental collective bargaining agreements that are proposed to address the effects of such emergency actions.

- (c) Nothing in this ordinance or any collective bargaining agreement shall be construed or deemed to impair the Board of Supervisors' plenary authority to determine its tax levies, budgets, and appropriations, as provided in Virginia Code Section 40.1-57.2(B).

Section 3-10-5. – Employee Use of Work Time for Employee Organization Matters

- (a) Employees shall have the right to hold informal conversations and interactions with one another to discuss workplace and employee organization issues while on duty, provided that such conversations do not interfere with the employee's job duties. Employee organizations shall not hold formal meetings that interfere with the work time of employees, except as provided for in this Article or in a collective bargaining agreement.

[OPTION to add this sentence: "Employees shall also have the right to use County electronic communication systems to discuss employee organization business or activities, or employee organizing activity."]

- (b) Official time: Any employee representing an exclusive bargaining agent in the negotiation of an agreement under this Article, including in an impasse resolution proceeding, or in the representation of other employees in grievances shall be authorized to use time when the employee otherwise would be in a duty status to the extent and in a manner deemed reasonable in the mutual agreement of the County and the exclusive bargaining agent with due consideration for County operational and service demands at the time, or in accordance with

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negotiated terms of an existing collective bargaining agreement (if applicable).

Section 3-10-6. - Bargaining units.

The County shall recognize only the following bargaining units for the purposes of collective bargaining:

- (a) Police: The police employees' bargaining unit shall consist of all sworn uniformed employees of the police department, including uniformed officers of the Animal Protection Police, except those excluded by definition under Section 3-10-2;
- (b) Fire and Emergency Medical Services: The fire and emergency medical services employees' bargaining unit shall consist of the uniformed fire employees, including fire marshals and emergency communications employees, except those excluded by definition under Section 3-10-2; and
- (c) General Government: All other County employees, except those excluded by definition in Section 3-10-2.

Section 3-10-7. – Labor Relations Administrator.

- (a) A labor relations administrator (LRA or the administrator) shall be appointed by the County Executive in the manner set forth in subsection (d) of this section to carry out the duties set out in subsection (j) below.
- (b) Notwithstanding the formal appointment of a Labor Relations Administrator to administer the terms of this Article, the County and the exclusive bargaining agent for each bargaining unit may provide, in a collective bargaining agreement, for regular informal meetings between them in the form of an informal labor relations committee or other similar group staffed by representatives of labor and management. This committee or similar group should endeavor to address problems and concerns before they require the formal attention of the LRA.

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- (c) The administrator must be experienced as a neutral in the field of labor relations, and must not be a person who, because of vocation, employment, or affiliation, can be categorized as a representative of the interest of the County or any employee organization, including an exclusive bargaining agent for a bargaining unit permitted under this Article.
- (d) Subject to confirmation by the County Board of Supervisors, the County Executive shall appoint the labor relations administrator for a 4-year term from no more than three (3) nominees jointly agreed upon and submitted by: (i) representatives of those employee organizations that have notified the County Executive or his designee of their interest in representing bargaining units permitted by this Article, if no exclusive bargaining agents have been recognized at the time the selection process begins, or (ii) by the exclusive bargaining agents of the bargaining units permitted by this Article, and (iii) an equal number of designees of the County Executive. If the Board does not confirm the appointment on the recommendation of the County Executive, an appointment must be made from a new agreed list of three (3) nominees compiled in the same manner.
- (e) Should LRA responsibilities, as set forth below, be required before an LRA is appointed, the County shall secure such services from any impartial agency provider, such as the American Arbitration Association, the Federal Mediation and Conciliation Service, or a similar provider. Such impartial agency provider shall have all of the powers and responsibilities of the LRA as set forth in this Article. The impartial agency provider shall be mutually selected by the County and the participating employee organization(s).
- (f) The administrator's services shall be subject to termination by mutual agreement of the County Executive and a majority of the exclusive bargaining agents of the bargaining units permitted by this Article, and with Board approval. If no exclusive bargaining agent has been certified, then the LRA's services shall be subject to termination by mutual agreement of the County Executive and a majority of those employee organizations that have notified the County Executive of their interest in representing bargaining units permitted by this Article, and with Board approval.

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- (g) If the administrator dies, resigns, becomes disabled, or otherwise becomes unable or ineligible to continue to serve within six (6) months of the date of appointment, the County Executive must appoint a new administrator from the list from which that administrator was selected, subject to Board confirmation, to serve the remainder of the previous administrator's term. Otherwise, the administrator vacancy shall be filled as provided in subsection (d).
- (h) An administrator appointed under this subsection may be reappointed in accordance with the provisions of subsection (d).
- (i) The terms of payment for the services of the administrator, as well as any administrative staffing arrangements for the LRA, shall be set as specified by contract with the County.
- (j) The administrator shall:
 - (1) hold and conduct elections for certification or decertification pursuant to the provisions of this Article and issue the certification or decertification, or cause these actions to occur;
 - (2) request from the County or an employee organization, and the County or such organization shall provide, any relevant assistance, service, and data that will enable the administrator to properly carry out duties under this Article;
 - (3) hold hearings and make inquiries, administer oaths and affirmations, examine witnesses and documents, take testimony and receive evidence, and compel by issuance of subpoenas the attendance of witnesses and the production of relevant documents, to the extent permitted by applicable law, in proceedings within the responsibility of the administrator under this Article;
 - (4) investigate and attempt to resolve or settle, as provided in Section 3-10-14 - Mediation and Arbitration, charges of either the County or an employee organization engaging in prohibited practices as defined in this Article. However, if the County and a certified

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representative have negotiated a labor-management dispute resolution procedure, the administrator must defer to that procedure to resolve any dispute that properly must be submitted to the procedure, absent a showing that the deferral results in the application of principles contrary to this Article. The administrator must defer to state procedures in any matter governed by the Law-Enforcement Officers' or Firefighters and Emergency Medical Technicians' Bill of Rights set forth in the Virginia Code;

- (5) determine disputed issues of employee inclusion in or exclusion from the bargaining units permitted under this Article;
- (6) obtain any necessary support services and make necessary expenditures in the performance of duties, subject to appropriation;
- (7) determine any issue regarding the negotiability of any collective bargaining proposal as a subject of bargaining permitted under this Article; and
- (8) exercise any other powers and perform any other duties and functions specified in this Article of an administrative nature.

Section 3-10-8. - Recognition of exclusive bargaining agent.

- (a) A bargaining agent shall be the exclusive representative of all employees in an appropriate bargaining unit described in Section 3-10-6 if the employee organization is selected by a majority of the employees voting in an appropriate bargaining unit in a secret ballot election conducted pursuant to Section 3-10-9, and rules and procedures adopted by the LRA, following a request for recognition. Elections shall be conducted by mail-in ballots unless all parties agree otherwise. Any cost of such election shall be shared equally by the parties involved.
- (b) "Administratively acceptable evidence" to support a petition for recognition or certification by election (see Section 3-10-9) or for decertification (see Section 3-10-10) may consist of a combination of membership cards or a membership roster, evidence of dues payment,

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or other evidence of bargaining unit employees' desire to be represented by an employee organization for collective bargaining purposes. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Section 59.1-479 *et seq.*) shall be valid for employees' authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. The determination by the LRA of the sufficiency of a showing of support for a representation election shall not be subject to challenge by any person or employee organization or by the County.

Section 3-10-9. – Election of Exclusive Representative.

- (a) An employee organization may request an election be held by submitting a petition for an election to the LRA who shall notify the County Executive in accordance with procedures established and published by the LRA, including but not limited to provisions for notice to bargaining unit employees and public notice of election. The petition must represent a showing of interest by at least thirty (30) percent of the employees in a bargaining unit permitted by this Article based upon administratively acceptable evidence.
- (b) Any additional interested employee organization must submit a petition of intervention to the LRA, which must be accompanied by a showing of interest by thirty (30) percent of the employees in the appropriate bargaining unit, based upon administratively acceptable evidence, within twenty-one (21) days of notice of the filing of the petition. A petition for intervention may not be supported by any employee who already supported the initial petition for an election.
- (c) If the LRA determines, after a tabulation of the submitted showing of interest forms, that the petitioning employee organization or any intervening employee organization has not met the required showing of interest, then the LRA must allow not less than fourteen (14) additional days for such employee organization to submit additional showing of interest forms. The 14-day period for submitting such forms commences on the date the LRA provides notice to the petitioning or intervening employee organization of the insufficiency of its forms.

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- (d) An election under this Article shall be held within fifty-five (55) calendar days after written notice to all parties of the determination by the LRA of a valid petition for election in accordance with election procedures established by the LRA, which shall include, but not be limited to, provisions regarding employee organization receipt of bargaining unit employee contact information, ballot content, and procedures for mail-in voting. The County must furnish to the LRA and the petitioning and any intervening employee organizations, at least 30 days prior to the election, the name of every employee in the petitioned-for bargaining unit, as well as their department, job title, worksite address, work telephone number, and work email address. The election ballots must contain, as choices to be made by the voter, the name of the petitioning employee organization, the name(s) of any employee organization that has intervened in accordance with the provisions of this Article, and a choice of “no representation” by any of the named employee organizations.
- (e) If an employee organization receives a majority of the valid ballots cast by the employees in a permitted bargaining unit, it shall be recognized by the County as the exclusive bargaining agent upon certification of the results. The LRA’s certification of results is final unless, within 14 days after service of the election report and the certification, any party serves on all other parties and files with the LRA objections to the election. Objections must be verified and must contain a concise statement of facts constituting the grounds for the objections. The LRA must investigate the objections and, if substantial factual issues exist, must hold a hearing. Otherwise, the LRA may determine the matter without a hearing. The LRA may invite, either by rule or by invitation, written or oral argument to assist it in determining the merits of the objections. If the LRA finds that the election was not held in substantial conformity with this Article, or if the LRA determines that the outcome of the election was affected, even if by third party interference, it shall require corrective action and order a new election under this section. Otherwise, the LRA must confirm the certification initially issued. In any event, the LRA must make a determination as to whether or not to certify the election within 21 days of the filing of objections.

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- (f) Nothing in this Article shall require or permit an election in any bargaining unit within twelve (12) months after a previous election has been held in such bargaining unit pursuant to this Article, notwithstanding the outcome of that election, except that this provision is inapplicable to any election that might be ordered by the LRA under (e).
- (g) No party shall have an advantage over the other in gaining access to employees during organizational or representation campaign activity. Interested employee organizations will receive the same access to bargaining unit employees as is currently provided to outside organizations. Attendance at any meeting on County premises for bargaining unit representation campaign activity by any employee organization pursuant to a properly filed and valid petition for representation is voluntary for bargaining unit employees and shall be open to all bargaining unit employees.

Section 3-10-10. - Decertification.

- (a) If a petition for decertification of a recognized exclusive bargaining agent is presented to the LRA showing, by administratively acceptable evidence, that at least thirty (30) percent of the employees in the bargaining unit no longer want the employee organization to be their bargaining agent, then the LRA shall hold an election pursuant to Section 3-10-9 of this Article.
- (b) A petition for decertification of a recognized exclusive collective bargaining agent in an appropriate unit may be filed in the ninety (90)-day period between the one hundred eightieth (180th) and ninetieth (90th) day prior to expiration of any existing collective bargaining agreement for that bargaining unit.
- (c) For a period of one (1) year following recognition or certification of an exclusive bargaining agent, no decertification petitions may be filed.
- (d) If a majority of the employees in an appropriate bargaining unit vote in a secret ballot decertification election to no longer be represented by the employee organization, that organization no longer shall be

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recognized as the exclusive bargaining agent of the employees in the bargaining unit.

Section 3-10-11. – Rights Accompanying Exclusive Representation.

Any employee organization recognized as the exclusive bargaining agent for employees in an appropriate bargaining unit shall have the following rights:

- (a) To speak on behalf of all members of the unit and shall be responsible for representing the interests of all members of the bargaining unit without discrimination and without regard to employee organization membership.
- (b) To meet at reasonable times and places to engage in good faith collective bargaining on matters that, under this Article, may be the subject of collective bargaining, in an effort to reach an agreement, subject to the approval of the County Executive or his/her designee with responsibility for the employees in the bargaining unit.
- (c) To meet with bargaining unit employees on the premises of the County in non-secure areas during times when the employees are on break or in a non-duty status. Any other employee organization that has submitted a petition and established a valid question concerning representation of the bargaining unit shall also be permitted to meet with bargaining unit employees with the same limitations. This subsection shall not restrict an exclusive bargaining agent and the County from negotiating for greater access to employees by the exclusive bargaining agent as a provision of a collective bargaining agreement.
- (d) To receive quarterly regarding bargaining unit employees, and within ten (10) days of hire of new bargaining unit employees, the following information: name, job title, worksite location, work phone number, and work email address and, only with the County's consent or with the employee's written consent provided to the County, home address, mobile phone number, and personal email address.
- (e) To have such access to County electronic communications systems as may lawfully be provided in a collective bargaining agreement.

[OPTION for (e) to instead read: "To use County electronic mail systems to communicate employee organization business or

activities, or employee organizing activity. Exclusive bargaining agents shall also have the right to use telephones, fax systems, bulletin boards, and other communications systems to communicate with employees regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the exclusive bargaining agent.”]

- (f) To meet with newly hired employees, without charge to the pay or leave time of any of the employees, for a period of 30 minutes, within thirty (30) calendar days from the date of hire during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. The County shall give the exclusive bargaining agent at least ten (10) days’ written notice in advance of such an orientation, except a shorter notice may be provided in any instances where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable to the County. The County shall provide the exclusive bargaining agent with an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation.
- (g) To be the only employee organization eligible to receive from the County amounts deducted from the pay of employees as authorized by written assignment of the employees, for the payment of regular and periodic dues to the exclusive bargaining agent, unless two exclusive bargaining agents of County employees agree that they can both receive deductions from the same employee. Any such authorization may be revoked in accordance with the terms of the authorization which shall provide a period of irrevocability of not more than one year. An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Section 59.1-479 et seq.), including, without limitation, electronic authorizations and voice authorizations, shall be valid for employees’ authorizations for payroll deductions and authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. This paragraph does not prohibit employees from having voluntary membership dues payments deducted from their paychecks and forwarded by the County to a group other than an exclusive bargaining agent, provided such employees are

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advised that their payments are not being transmitted to the exclusive bargaining agent for their bargaining unit.

- (h) To be represented at any formal discussion between one or more representatives of the County and one or more employees in the bargaining unit or their representatives concerning (1) any matter that is within the scope of collective bargaining as set forth in the definition of collective bargaining (see Section 3-10-2); or (2) any examination of bargaining unit employees by a representative of the County in connection with an investigation if the employee reasonably believes that the examination involves matters covered by any collective bargaining agreement then in effect, and the employee requests representation. An individual employee may present a personal complaint or question at any time to the County without the intervention of an employee organization, provided that any such organization that is recognized by the County as the exclusive bargaining agent for the bargaining unit in which the employee is a member is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the matter and that any adjustment made shall not be inconsistent with the terms of any applicable collective bargaining agreement. Such employee or employees who utilize this avenue of presenting personal complaints to the County shall not do so under the name, or by representation, of an employee organization.

[OPTION to add to (h), after the first sentence: “The County shall inform the employee that the employee has a right to union representation prior to any such discussion or interview, and the employee shall have a right to request union representation before proceeding with the discussion or interview.”]

[OPTION to add a new subparagraph: “To meet with individual employees on the premises of the employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues, provided such meetings do not interfere with the work of the County.”]

Sec. 3-10-12 – Good Faith Bargaining.

- (a) A written request for bargaining must be submitted by the exclusive bargaining agent to the County Executive and negotiations must begin

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no later than July 1 and conclude (including any required mediation or impasse procedures) by October 15 of any year where an agreement is sought to be effective at the beginning of the next fiscal year, in order to accommodate the County budget process. Failure of the parties to reach agreement by September 1, or at such earlier time as the parties may agree in writing, shall constitute an impasse and trigger impasse resolution procedures under this Article.

- (b) Nothing in this Article requires either party to make any concessions or agree to the other party's proposals.
- (c) Good faith bargaining shall not include submission of or a response to a proposal that:
 - (1) violates the rights of employees as set forth in this Article, or
 - (2) impairs, restricts, or delegates the authority of the County as set forth in Section 3-10-4, other than as the County may expressly allow as a matter of permissive bargaining.

[Alternative OPTIONS: “impairs, restricts, or delegates the authority of the County as set forth in Section 3-10-4(b) and (c)” or strike (2).]

Section 3-10-13. - Approval of tentative agreement.

- (a) When an exclusive bargaining agent and the County Executive’s bargaining representative reach a tentative agreement, they shall reduce it to writing and execute it, signifying the approval of the bargaining agent and the County Executive. No agreement, whether voluntarily negotiated or the result of final, binding arbitration as set forth in this Article, shall be effective or enforceable:
 - (1) until a fiscal impact study of the tentative agreement, prepared as bargaining proceeds, has been finalized by the County Department of Management and Budget;

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- (2) the fiscal impact study of the tentative agreement is submitted to the County Board, and a public hearing held by the last day of December on the fiscal impact of the tentative agreement;
 - (3) the County Board specifies by resolution no later than the last day of December its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement as set forth in the fiscal impact study provided for in this section, with the understanding that any such resolution remains subject to actual appropriation. If the Board does not resolve to fund any provision(s) of the tentative agreement requiring appropriation, the County Executive and the exclusive bargaining agent may re-open negotiations, which shall be scheduled as promptly as possible with the good faith objective to negotiate provisions that may be acceptable to the Board for its consideration within the County's budget preparation and approval schedule. Upon presentation to the Board of any tentative agreement re-negotiated under this subsection before the end of the calendar year, the Board shall consider and may specify by resolution as soon as practicable its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement, with the understanding that any such resolution remains subject to actual appropriation; and
 - (4) the tentative agreement is approved by the exclusive bargaining agent by ratification of the tentative agreement in accordance with the bargaining agent's governing procedures and evidenced by the signature of an authorized agent, which may be an electronic signature made in accordance with applicable state law.
- (b) A written agreement shall be contrary to public policy and therefore shall not bind the parties or be enforceable by either party to the extent that it is not the result of good faith bargaining as defined in this Article.

Section 3-10-14. – Mediation and Arbitration.

- (a) Mediation.

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- (1) Labor-Management Disputes: The County and an exclusive bargaining agent shall first attempt to resolve labor-management disputes informally by discussion between the parties' designees. In the event that the County and the bargaining agent are unable to informally resolve a labor-management dispute, either party or the parties jointly may submit the dispute to the LRA for mediation pursuant to procedures instituted by the LRA.
 - (2) Impasse: In the event that the County and the bargaining agent are unable to reach a collective bargaining agreement by September 1, or at such earlier time as they may mutually agree, an impasse may be called by either party and resolution may be sought by submission of those unresolved issues for mediation by the LRA or a mediator selected through procedures established by the LRA. The parties shall jointly request mediation within five (5) days of such a declared impasse. Whether impasse is declared as set forth herein or triggered by operation of Section 3-10-12 due to failure to reach agreement by September 1, the LRA or other mediator shall set reasonable deadlines for all steps of the mediation process. Negotiations on other matters may continue throughout impasse mediation procedures.
 - (3) The mediation process is advisory only, and the LRA or other mediator shall have no authority to bind either party.
 - (4) The mediation process and any comments, statements, or suggestions from the LRA or other mediator or the parties and any documents evidencing the same made or created during the mediation process shall not be disclosed except as required by law.
 - (5) The parties shall share the costs of mediation equally.
- (b) Arbitration: If the County and exclusive bargaining agent are unable to reach agreement resolving any labor-management dispute or impasse submitted to mediation as provided for in this Article by any deadline set forth in procedures provided in this Article or adopted by the LRA, the mediator shall render findings of fact and require the parties to submit their statements of their final position on the issue(s)

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about which they continue to disagree. Thereafter, the labor-management dispute or impasse shall be submitted to final and binding arbitration, subject to the plenary authority of the Board of Supervisors to determine whether to appropriate funding for the tentative agreement. Such arbitration shall be conducted pursuant to procedures adopted by the LRA which shall, at a minimum, require the parties' joint selection of an arbitrator and shall provide for timing requirements that ensure the conclusion of impasse proceedings on a schedule that complies with Section 3-10-13. The parties shall share the costs of arbitration equally. In making a determination under this subsection, the arbitrator shall consider the following factors:

- (1) Stipulations of the parties;
- (2) The interests and welfare of the public;
- (3) The financial ability of the employer to meet the financial obligations in the proposed collective bargaining agreement;
- (4) The overall compensation presently received by the employees involved in the arbitration;
- (5) Comparison of wages, benefits, and working conditions of the employees involved in the arbitration proceedings with the wages, benefits, and working conditions of other persons performing similar services in the public and private sectors, if applicable;
- (6) Past collective bargaining agreements between the parties, including the past bargaining history that led to the agreements, or the pre-collective bargaining history of employee wages, benefits, and working conditions;
- (7) Comparison of working conditions of other Fairfax County personnel; and
- (8) Such other factors that are normally or traditionally taken into consideration in the determination of wages, benefits, and working conditions of employment through voluntary collective bargaining,

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mediation, arbitration, or otherwise between the parties, in the public sector.

- (c) Any grievance, mediation, arbitration, or other resolution procedure negotiated by the parties and available to challenge disciplinary or other personnel actions set forth in Virginia Code Section 15.2-1506, et seq., shall comply with the minimum requirements set forth in the statute(s), as well as any other statutory grievance rights of law enforcement officers and fire and emergency medical employees.

Section 3-10-15. - Strikes and other job actions.

- (a) Pursuant to Virginia Code Section 40.1-55, any employee of the County or of any agency or authority of the County who, in concert with two or more other such employees, strikes or willfully refuses to perform the duties of their employment shall be deemed by that action to have terminated their employment and shall be ineligible for employment in any position or capacity during the next 12 months by the County. If an employee is terminated under this provision, such employment action shall be noted in the employee's personnel file in the agency and in the central Human Resources Department. The County agrees that no lockout shall take place.
- (b) Following notice and an opportunity to be heard, any employee organization determined to have violated this section shall cease to be accorded recognition under this Article, shall cease to receive any dues or fees collected by paycheck withholding, and shall not be accorded recognition or receive any dues or fees collected by paycheck withholding for a period of one (1) year.

[OPTION to strike (b). Not required by Virginia law but serves as a further deterrent to strikes.]

Section 3-10-16. – Prohibited Practices

Neither the County nor any exclusive bargaining agent shall refuse to negotiate in good faith with respect to matters within the scope of collective bargaining as defined in Section 3-10-2.

- (a) The County and its agents shall not:

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- (1) Interfere with, restrain, or coerce employees in the exercise of rights granted by this Article;
- (2) Dominate or interfere in the administration of any employee organization;
- (3) Deter or discourage employees or applicants for County positions from becoming or remaining members of an employee organization, or from authorizing dues deductions, or voting to authorize union representation, or exercising any of their rights under this Article.
- (4) Encourage or discourage membership in any employee organization, committee, or association including by discrimination in hiring, tenure, or other terms and conditions of employment, provided that use of County property and time for meetings and the County's communication system for employee organization business, as may be permitted by this Article or a collective bargaining agreement, shall not be deemed encouragement prohibited by this subsection;
- (5) Discharge or discriminate against any employee because the employee has filed an affidavit, petition, or complaint or given any information or testimony under this Article or because the employee has formed, joined, or chosen to be represented by any exclusive bargaining agent;
- (6) Deny the rights accompanying certification as the exclusive bargaining agent as conferred by this Article;
- (7) Refuse to bargain collectively with the exclusive bargaining agent as provided in this Article;
- (8) Refuse to participate in good faith in any agreed-upon impasse resolution procedures or those set forth in this Article;

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- (9) Refuse to reduce a collective bargaining agreement to writing and sign such agreement provided all conditions for an enforceable agreement, as set forth in this Article, have been met; or
 - (10) Enforce any rule or regulation which is plainly in direct conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.
- (b) No employee organization or its agents shall:
- (1) Interfere with, restrain, or coerce any employee with respect to rights granted in this Article or with respect to selecting an exclusive representative;
 - (2) Fail to represent an employee who is in a bargaining unit exclusively represented by the employee organization fairly and without discrimination provided such failure is willful or deliberate;
 - (3) Refuse to bargain collectively with the County as provided in this Article;
 - (4) Refuse to participate in good faith in or violate any agreed-upon impasse resolution procedures or those set forth in this Article; or
 - (5) Engage in conduct which is plainly in direct conflict with any applicable collective bargaining agreement.
- (c) Prohibited practice charge procedures.
- (1) Proceedings against a party alleging a violation of this Section shall be commenced by filing a charge with the LRA within 120 days of the alleged violation, or acquiring knowledge thereof, and causing a copy of the charge to be served upon the accused party in the manner of an original notice as provided in Section 3-10-18. The accused party shall have ten (10) days within which to file a written answer to the charge. The LRA may conduct a preliminary investigation of the alleged violation, and if the LRA determines

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that the charge has no legal or factual basis, the LRA may dismiss the charge. If the charge is not dismissed, the LRA shall promptly thereafter set a time and place for a hearing. The parties shall be permitted to be represented by counsel or other designated representative, summon witnesses, and request the LRA to subpoena witnesses and the production of records on the requester's behalf. Compliance with the technical rules of pleading and evidence shall not be required.

- (2) The LRA may designate a hearing officer to conduct any hearing. The hearing officer shall have such powers as may be exercised by the LRA for conducting the hearing and shall follow procedures adopted by the LRA for conducting the hearing. The decision of the hearing officer may be appealed to the LRA and the LRA may hear the case de novo or upon the record as submitted before the hearing officer.
- (3) The LRA shall provide for an official written transcript to report the proceedings, the costs of which shall be borne equally by the parties.
- (4) The LRA shall file its findings of fact and conclusions. If the LRA finds that the party accused has violated any provision of this Section, the LRA may issue an order directing the party to cease and desist engaging in the violation and may order such other reasonable affirmative relief as is necessary to remedy the violation. Under the provisions for court review of arbitration awards set forth in the Uniform Arbitration Act (Virginia Code Sections 8.01-581.01, et seq.), the LRA may petition the circuit court for enforcement of an order made under this Section.
- (5) Findings of the LRA shall be considered as a final award of an arbitrator in accordance with the Virginia Uniform Arbitration Act, Virginia Code Sections 8.01-581.01, et seq. Any party aggrieved by any decision or order of the LRA may, within twenty-one (21) days from the date such decision or order is filed, appeal to the circuit court to obtain judicial review pursuant to the provisions for judicial review set forth in the Uniform Arbitration Act (Virginia Code Sections 8.01-581.01, et seq.).

Section 3-10-17. - Time limits.

Any time limits in this Article may be extended by written agreement of the County, the employee organization, and any other appropriate parties.

Section 3-10-18 – Notices.

Any notice required under the provisions of this Article shall be in writing, but service of any such notice shall be sufficient if mailed by certified mail, return receipt requested, addressed to the last-known address of the parties, unless otherwise provided in this Article or by the rules of the LRA, which rules shall provide for the electronic service of documents. Refusal of certified mail by any party shall be considered service. Prescribed time periods shall commence from the date of the receipt of the notice.

**COLLECTIVE BARGAINING ORDINANCE
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An ORDINANCE to amend Chapter 3 of the Code of the County of Fairfax, Virginia, County Employees, by adding Article 10, Collective Bargaining, Sections 3-10-1 through 3-10-18, as follows:

CHAPTER 3. – COUNTY EMPLOYEES

ARTICLE 10. - COLLECTIVE BARGAINING.

Section 3-10-1. - Statement of policy.

It is the public policy of Fairfax County to promote a harmonious and cooperative relationship between the County government and its employees to ensure that the workforce is positioned to efficiently meet demands and deliver exceptional services to the community and stakeholders. Unresolved disputes in public service are harmful to employees and the public, and adequate means should be available for preventing disputes and for resolving them when they occur. To that end, it is in the public interest that employees have the opportunity to bargain collectively in good faith, without interference with the orderly processes of government and subject to the limitations of the County's annual budget and appropriations.

Section 3-10-2. - Definitions.

As used in this Article, the following terms shall have the meanings ascribed to them in this section:

Arbitration means the procedure by which the County and an exclusive bargaining representative when involved in a labor-management dispute or impasse, as defined in this Article, submit their differences to a third party for a final and binding decision subject to the provisions of this Article.

Benefits means all forms of non-wage compensation.

County means the County of Fairfax acting through its County Executive or the County Executive's designee.

Collective Bargaining means to perform the mutual obligation of the County, by its representatives, and the exclusive bargaining representative of employees in an appropriate bargaining unit to meet and negotiate in good faith at reasonable times and places, with the good faith intention of reaching an agreement, subject to appropriation of funds by the County Board of Supervisors,

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regarding terms and conditions of employment, including wages, salaries, and all forms of monetary compensation; benefits; personnel policies and practices, working conditions, and hours and scheduling of work, provided that matters reserved as County management rights in Section 3-10-4 are subject to ~~permissive-collective~~ bargaining only as provided therein. The County shall not negotiate as to matters controlled or preempted by any federal or state constitutional provision, law, rule, or regulation.

Collective bargaining agreement means the written legal contract between the County and an exclusive bargaining agent representing the employees in a bargaining unit authorized by this Article and resulting from collective bargaining as defined in this section. Any collective bargaining agreement negotiated under this Article shall continue in effect following the expiration of its term until such time as superseded by a later agreement.

Confidential employee means any employee who, as part of their job duties, assists and acts in a confidential capacity on labor relations matters to persons who formulate, determine, and effectuate management policies in the field of labor relations, including a County Board member, the County Executive or Assistant/Deputy County Executive, the County Attorney or Assistant/Deputy County Attorney, and a department head or Assistant/Deputy department head.

Employee means any employee of the County, except it does *not* include anyone who is:

- (1) a seasonal or temporary employee as defined in this section;
- (2) a confidential employee, as defined in this section;
- (3) a managerial employee, as defined in this section;
- (4) a supervisor, as defined in this section;
- (5) an intern or volunteer;
- (6) a new employee for a period of sixty (60) days after such employee's first day of work for the County;
- (7) a member of a board, commission, authority, or other appointee of any public body as defined in state law, unless such member is an

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Employee who would otherwise be entitled to engage in collective bargaining under the terms of this ordinance; or

- (8) an employee of the courts or of any local constitutional officer as set forth in Article VII, Section 4 of the Virginia Constitution, whether or not the County provides personnel administrative services or supplements state or other funding provided for the personnel of such officers.

Employee organization means an organization in which employees participate, and that exists for the purpose, in whole or in part, of representing employees in collective bargaining concerning labor disputes, wages, hours, and other terms and conditions of employment.

Exclusive bargaining representative and *exclusive bargaining agent* mean the employee organization recognized by the County as the only organization to bargain collectively for all employees in a bargaining unit (as defined in section 3-10-6).

Impasse means the failure of the County and an exclusive bargaining representative to reach agreement in the course of collective bargaining negotiations within the timeframes specified in this Article.

Labor-management dispute means a difference of position as between the County and an exclusive bargaining agent concerning administration or interpretation of the collective bargaining agreement between them; action challenged as a prohibited practice under Section 3-10-16; negotiability of subject matters under this Article; and questions of eligibility of disputes for resolution by mediation or arbitration. It shall not mean disciplinary or other adverse personnel actions within the meaning of Virginia Code Section 15.2-1506, *et seq.*, as implemented by the uniformly applicable County grievance procedure, and specialized state statutory procedures applicable to law enforcement officers and fire and emergency medical services employees.

Managerial employee means any employee or appointee involved directly in the determination of labor relations or personnel policy or who is responsible for directing the implementation of labor relations or personnel policy at an executive level.

Mediation means an effort by a neutral, third-party factfinder chosen under the terms of this Article to assist confidentially in resolving an impasse, or other

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labor-management dispute as defined in this section, arising in the course of collective bargaining between the County and the exclusive bargaining agent of a bargaining unit.

Seasonal employee means an employee who is hired into a position for which the customary annual employment is four (4) months or less and for which the period of employment begins each calendar year in approximately the same part of the year, such as summer or winter, for reasons related to work demands that arise during those parts of the year.

Supervisor means all personnel who devote a majority of work time to the supervision of two or more employees and have authority to hire, transfer, suspend, layoff, recall, promote, demote, discharge, reward or discipline other employees, or adjust grievances. With respect to General County employees, “supervisor” excludes all employees who serve in a position at the levels S-32 and L-7 and below. With respect to the Fire Department, “supervisor” includes all positions above the rank of Deputy Chief. For personnel in Public Safety Communications, the term includes personnel who serve in a position at the level of P-2~~53~~ and above. With respect to the Police Department, “supervisor” includes all personnel with the rank of First Lieutenant~~Captain~~ and above.

Strike means, in concerted action with others, an employee's refusal to report to duty or willful absence from their position, or stoppage of work, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment.

Temporary employee means an individual who is hired into a time-limited position that lasts for four (4) consecutive months or less and who actually works for the County for four consecutive months or less; provided, that any employee who has worked for the County for more than four consecutive months shall not be considered a temporary employee for purposes of this ordinance.~~employed for not more than 180 days in a 12-month period.~~

Section 3-10-3. - Employee Rights.

- (a) Employees shall have the right to organize, form, join, assist, participate in, and pay dues or contributions to employee organizations, to bargain collectively through an exclusive bargaining representative of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid and protection insofar as such activity is not inconsistent with this

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Article. Employees shall also have the right to refrain from any or all such activities.

- (b) A collective bargaining agreement provision that violates the rights of employees set forth in this section shall be void. A collective bargaining agreement provision that establishes a time period for the exercise of an employee right set forth in this section shall not violate this section.
- (c) The County and each employee organization will refrain from any intimidation or coercion of employees who choose to exercise their rights under this Article.

Section 3-10-4. - County's Rights and Authority.

- (a) This Article shall not be deemed in any way to limit or diminish the authority of the County to manage and direct the operations and activities of the County to the fullest extent authorized and permitted by law. Thus, unless the County elects to bargain regarding the following matters, the County retains exclusive rights:
 - (1) to determine the type and scope of work to be performed by County employees and the manner in which services are to be provided;
 - (2) to direct the work of employees ~~and determine the number of employees to perform any work or service;~~
 - ~~(3) to hire, promote, transfer, assign, retain, classify, and schedule all employees and to suspend, demote, discharge, or take other disciplinary action against employees;~~
 - ~~(4)~~(3) to relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions/requirements or for other reasons in the County's reasonable business judgment and not prohibited by law, except that the implementation procedures to be followed, notice, and alternatives to layoff shall be negotiable;

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~~(5)~~(4) to contract for, expand, reduce, sell, transfer, convey, or eliminate particular operations or services of general government, as well as any department, office, or part thereof; except that the alternatives to contracting and impact on employees shall be negotiable; and

~~(6)~~(5) to establish and change standards of behavior or performance, job qualifications, and job descriptions, except that the impact of any changes on employees and performance evaluation procedures will be negotiable.

(b) The County retains the right to take whatever actions may be necessary to carry out the County's mission during emergencies. If a collective bargaining agreement includes procedures for how the County and its employees will respond to a specific type of emergency situation, (such as snow or other inclement weather), then the terms of a binding collective bargaining then the terms of such agreement shall govern the response to that specific emergency. Otherwise, the County shall meet with the exclusive bargaining representative at the earliest practical time following actions taken in response to an emergency to discuss the effects of such emergency actions on bargaining unit employees as they pertain to matters within the scope of bargaining under this Article and to bargain in good faith over any supplemental collective bargaining agreements that are proposed to address the effects of such emergency actions.

(c) Nothing in this ordinance or any collective bargaining agreement shall be construed or deemed to impair the Board of Supervisors' plenary authority to determine its tax levies, budgets, and appropriations, as provided in Virginia Code Section 40.1-57.2(B). The County shall at all times retain exclusive rights to establish the County budget and any tax levies, and to appropriate funds or decline to make such an appropriation, in the sole discretion of the Board of Supervisors in accordance with applicable law. All financial commitments on behalf of the County in any collective bargaining agreement shall at all times be subject to, and conditioned upon, the Board of Supervisors' exercise of its unfettered discretion to determine the budget and any tax levies and to appropriate funding for such commitments if it is so inclined. If a collective bargaining agreement is approved that extends for more

than one fiscal year, each year's financial commitments shall be subject to, and contingent upon, appropriation by the Board of Supervisors for that fiscal year.

Section 3-10-5. – Employee Use of Work Time for Employee Organization Matters

- (a) Employees shall have the right to hold informal conversations and interactions with one another to discuss workplace and employee organization issues while on duty, provided that such conversations do not interfere with the employee's job duties. Employee organizations shall not hold formal meetings that interfere with the work time of employees, except as provided for in this Article or in a collective bargaining agreement.
- (b) Employees shall have the right to use County electronic communication systems to discuss employee organization business or activities, or employee organizing activity.
- (c) Official time: Any employee representing an exclusive bargaining agent in the negotiation of an agreement under this Article, including in an impasse resolution proceeding, or in the representation of other employees in grievances shall be authorized to use time when the employee otherwise would be in a duty status to the extent and in a manner deemed reasonable in the mutual agreement of the County and the exclusive bargaining agent with due consideration for County operational and service demands at the time, or in accordance with negotiated terms of an existing collective bargaining agreement (if applicable).

Section 3-10-6. - Bargaining units.

The County shall recognize only the following bargaining units for the purposes of collective bargaining:

- (a) Police: The police employees' bargaining unit shall consist of all sworn uniformed employees of the police department, including uniformed officers of the Animal Protection Police, except those excluded by definition under Section 3-10-2;

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- (b) Fire and Emergency Medical Services: The fire and emergency medical services employees' bargaining unit shall consist of the uniformed fire employees, including fire marshals and emergency communications employees, except those excluded by definition under Section 3-10-2; and
- (c) General Government: All other County employees, except those excluded by definition in Section 3-10-2.

Section 3-10-7. – Labor Relations Administrator.

- (a) A labor relations administrator (LRA or the administrator) shall be appointed by the County Executive in the manner set forth in subsection (d) of this section to carry out the duties set out in subsection (j) below.
- (b) Notwithstanding the formal appointment of a Labor Relations Administrator to administer the terms of this Article, the County and the exclusive bargaining agent for each bargaining unit may provide, in a collective bargaining agreement, for regular informal meetings between them in the form of an informal labor relations committee or other similar group staffed by representatives of labor and management. This committee or similar group should endeavor to address problems and concerns before they require the formal attention of the LRA.
- (c) The administrator must be experienced as a neutral in the field of labor relations, and must not be a person who, because of vocation, employment, or affiliation, can be categorized as a representative of the interest of the County or any employee organization, including an exclusive bargaining agent for a bargaining unit permitted under this Article.
- (d) Subject to confirmation by the County Board of Supervisors, the County Executive shall appoint the labor relations administrator for a 4-year term from no more than three (3) nominees jointly agreed upon and submitted by: (i) representatives of those employee organizations with at least 300 Fairfax County employee dues-paying members that have notified the County Executive or his designee of their interest in representing bargaining units permitted by this Article, if no exclusive

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bargaining agents have been recognized at the time the selection process begins, or (ii) by the exclusive bargaining agents of the bargaining units permitted by this Article, and (iii) an equal number of designees of the County Executive. If the Board of Supervisors does not confirm the appointment on the recommendation of the County Executive, an appointment must be made from a new agreed list of three (3) nominees compiled in the same manner.

- (e) Should LRA responsibilities, as set forth below, be required before an LRA is appointed, the County shall secure such services from any impartial agency provider, such as the American Arbitration Association, the Federal Mediation and Conciliation Service, or a similar provider. Such impartial agency provider shall have all of the powers and responsibilities of the LRA as set forth in this Article. The impartial agency provider shall be mutually selected by the County and the participating employee organization(s).
- (f) The administrator's services shall be subject to termination by mutual agreement of the County Executive and a majority of the exclusive bargaining agents of the bargaining units permitted by this Article, and with Board of Supervisors approval. If no exclusive bargaining agent has been certified, then the LRA's services shall be subject to termination by mutual agreement of the County Executive and a majority of those employee organizations that have notified the County Executive of their interest in representing bargaining units permitted by this Article, and with Board of Supervisors approval.
- (g) If the administrator dies, resigns, becomes disabled, or otherwise becomes unable or ineligible to continue to serve within six (6) months of the date of appointment, the County Executive must appoint a new administrator from the list from which that administrator was selected, subject to Board confirmation, to serve the remainder of the previous administrator's term. Otherwise, the administrator vacancy shall be filled as provided in subsection (d).
- (h) An administrator appointed under this subsection may be reappointed in accordance with the provisions of subsection (d).

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- (i) The terms of payment for the services of the administrator, as well as any administrative staffing arrangements for the LRA, shall be set as specified by contract with the County.
- (j) The administrator shall:
 - (1) hold and conduct elections for certification or decertification pursuant to the provisions of this Article and issue the certification or decertification, or cause these actions to occur;
 - (2) request from the County or an employee organization, and the County or such organization shall provide, any relevant assistance, service, and data that will enable the administrator to properly carry out duties under this Article;
 - (3) hold hearings and make inquiries, administer oaths and affirmations, examine witnesses and documents, take testimony and receive evidence, and compel by issuance of subpoenas the attendance of witnesses and the production of relevant documents, to the extent permitted by applicable law, in proceedings within the responsibility of the administrator under this Article;
 - (4) investigate and attempt to resolve or settle, as provided in Section 3-10-14 - Mediation and Arbitration, charges of either the County or an employee organization engaging in prohibited practices as defined in this Article. However, if the County and a certified representative have negotiated a labor-management dispute resolution procedure, the administrator must defer to that procedure to resolve any dispute that properly must be submitted to the procedure, absent a showing that the deferral results in the application of principles contrary to this Article. The administrator must defer to state procedures in any matter governed by the Law-Enforcement Officers' or Firefighters and Emergency Medical Technicians' Bill of Rights set forth in the Virginia Code;
 - (5) determine disputed issues of employee inclusion in or exclusion from the bargaining units permitted under this Article;

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- (6) obtain any necessary support services and make necessary expenditures in the performance of duties, subject to appropriation;
- (7) determine any issue regarding the negotiability of any collective bargaining proposal as a subject of bargaining permitted under this Article; and
- (8) exercise any other powers and perform any other duties and functions specified in this Article of an administrative nature.

Section 3-10-8. - Recognition of exclusive bargaining agent.

- (a) A bargaining agent shall be the exclusive representative of all employees in an appropriate bargaining unit described in Section 3-10-6 if the employee organization is selected by a majority of the employees voting in an appropriate bargaining unit in a secret ballot election conducted pursuant to Section 3-10-9, and rules and procedures adopted by the LRA, following a request for recognition. Elections shall be conducted by mail-in ballots unless all parties agree otherwise. ~~Any~~ The postage costs of such election shall be shared equally by the parties involved.
- (b) "Administratively acceptable evidence" to support a petition for recognition or certification by election (see Section 3-10-9) or for decertification (see Section 3-10-10) ~~will~~may consist of the following: a combination of current employee group membership cards; or a current membership roster; evidence of a currently effective dues payment; or other current evidence of bargaining unit employees' desire to be represented by an employee organization for collective bargaining purposes. ~~A~~ current authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Section 59.1-479 *et seq.*) shall be valid for employees' authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. The determination by the LRA of the sufficiency of a showing of support for a representation election shall not be subject to challenge by any person or employee organization or by the County.

Section 3-10-9. – Election of Exclusive Representative.

- (a) An employee organization may request an election be held by submitting a petition for an election to the LRA who shall notify the County Executive in accordance with procedures established and published by the LRA, including but not limited to provisions for notice to bargaining unit employees and public notice of election. The petition must represent a showing of interest by at least thirty (30) percent of the employees in a bargaining unit permitted by this Article based upon administratively acceptable evidence.
- (b) Any additional interested employee organization must submit a petition of intervention to the LRA, which must be accompanied by a showing of interest by thirty (30) percent of the employees in the appropriate bargaining unit, based upon administratively acceptable evidence, within twenty-one (21) days of notice of the filing of the petition. A petition for intervention may not be supported by any employee who already supported the initial petition for an election.
- (c) If the LRA determines, after a tabulation of the submitted showing of interest forms, that the petitioning employee organization or any intervening employee organization has not met the required showing of interest, then the LRA must allow not less than fourteen (14) additional days for such employee organization to submit additional showing of interest forms. The 14-day period for submitting such forms commences on the date the LRA provides notice to the petitioning or intervening employee organization of the insufficiency of its forms.
- (d) An election under this Article shall be held within fifty-five (55) calendar days after written notice to all parties of the determination by the LRA of a valid petition for election in accordance with election procedures established by the LRA, which shall include, but not be limited to, provisions regarding employee organization receipt of bargaining unit employee contact information, ballot content, and procedures for mail-in voting. ~~The County must furnish to the LRA and the petitioning and any intervening employee organizations, at least 30 days prior to the election, the name of every employee in the petitioned for bargaining unit, as well as their department, job title,~~

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~~worksite address, work telephone number, and work email address.~~
The County must furnish to the LRA and the petitioning and any intervening employee organizations, no more than five (5) days after the LRA determines that that employee organization has met the required showing of interest, a list of all eligible employees in the bargaining unit. The election ballots must contain, as choices to be made by the voter, the name of the petitioning employee organization, the name(s) of any employee organization that has intervened in accordance with the provisions of this Article, and a choice of “no representation” by any of the named employee organizations.

- (e) If an employee organization receives a majority of the valid ballots cast by the employees in a permitted bargaining unit, it shall be recognized by the County as the exclusive bargaining agent upon certification of the results. The LRA’s certification of results is final unless, within 14 days after service of the election report and the certification, any party serves on all other parties and files with the LRA objections to the election. Objections must be verified and must contain a concise statement of facts constituting the grounds for the objections. The LRA must investigate the objections and, if substantial factual issues exist, must hold a hearing. Otherwise, the LRA may determine the matter without a hearing. The LRA may invite, either by rule or by invitation, written or oral argument to assist it in determining the merits of the objections. If the LRA finds that the election was not held in substantial conformity with this Article, or if the LRA determines that the outcome of the election was affected, even if by third party interference, it shall require corrective action and order a new election under this section. Otherwise, the LRA must confirm the certification initially issued. In any event, the LRA must make a determination as to whether or not to certify the election within 21 days of the filing of objections.
- (f) Nothing in this Article shall require or permit an election in any bargaining unit within twelve (12) months after a previous election has been held in such bargaining unit pursuant to this Article, notwithstanding the outcome of that election, except that this provision is inapplicable to any election that might be ordered by the LRA under (e).

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- (g) No party shall have an advantage over the other in gaining access to employees during organizational or representation campaign activity. ~~Interested employee organizations will receive the same access to bargaining unit employees as is currently provided to outside organizations. Attendance at any meeting on County premises for bargaining unit representation campaign activity by any employee organization pursuant to a properly filed and valid petition for representation is voluntary for bargaining unit employees and shall be open to all bargaining unit employees.~~

Section 3-10-10. - Decertification.

- (a) If a petition for decertification of a recognized exclusive bargaining agent is presented to the LRA showing, by administratively acceptable evidence, that at least thirty (30) percent of the employees in the bargaining unit no longer want the employee organization to be their bargaining agent, then the LRA shall hold an election pursuant to Section 3-10-9 of this Article.
- (b) A petition for decertification of a recognized exclusive collective bargaining agent in an appropriate unit may be filed in the ~~ninety (90)~~ sixty (60)-day period between the one hundred eightieth (180th) and ~~ninetieth (90th)~~ one hundred twentieth (120th) day prior to expiration of any existing collective bargaining agreement for that bargaining unit.
- (c) For a period of one (1) year following recognition or certification of an exclusive bargaining agent, no decertification petitions may be filed.
- (d) If a majority of the employees in an appropriate bargaining unit vote in a secret ballot decertification election to no longer be represented by the employee organization, that organization no longer shall be recognized as the exclusive bargaining agent of the employees in the bargaining unit.

Section 3-10-11. – Rights Accompanying Exclusive Representation.

Any employee organization recognized as the exclusive bargaining agent for employees in an appropriate bargaining unit shall have the following rights:

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- (a) To speak on behalf of all members of the unit and shall be responsible for representing the interests of all members of the bargaining unit without discrimination and without regard to employee organization membership.
- (b) To meet at reasonable times and places to engage in good faith collective bargaining on matters that, under this Article, may be the subject of collective bargaining, in an effort to reach an agreement, subject to the approval of the County Executive or his/her designee with responsibility for the employees in the bargaining unit.
- (c) To meet with bargaining unit employees on the premises of the County in non-secure areas during times when the employees are on break or in a non-duty status. Any other employee organization that has submitted a petition and established a valid question concerning representation of the bargaining unit shall also be permitted to meet with bargaining unit employees with the same limitations. This subsection shall not restrict an exclusive bargaining agent and the County from negotiating for greater access to employees by the exclusive bargaining agent as a provision of a collective bargaining agreement.
- (d) To receive quarterly a list of all bargaining unit employees, as well as to be informed of all new hires within ten (10) days. regarding bargaining unit employees, and within ten (10) days of hire of new bargaining unit employees, the following information: name, job title, worksite location, work phone number, and work email address and, only with the County's consent or with the employee's written consent provided to the County, home address, mobile phone number, and personal email address.
- (e) ~~To have such access to County electronic communications systems as may lawfully be provided in a collective bargaining agreement. To use~~ County communications systems to communicate with employees regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the exclusive bargaining agent.
- (f) To meet with newly hired employees, without charge to the pay or leave time of any of the employees, for a period of 30 minutes, within

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thirty (30) calendar days from the date of hire during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings. The County shall give the exclusive bargaining agent at least ten (10) days' written notice in advance of such an orientation, except a shorter notice may be provided in any instances where there is an urgent need critical to the employer's operations that was not reasonably foreseeable to the County. The County shall provide the exclusive bargaining agent with an electronic list of expected participants at least forty-eight (48) hours in advance of the orientation. The exclusive bargaining representative shall also have the right to provide materials for the orientation packet, provided that it is solely responsible for all copying costs associated with its materials.

- (g) To be the only employee organization eligible to receive from the County amounts deducted from the pay of employees as authorized by written assignment of the employees, for the payment of regular and periodic dues to the exclusive bargaining agent, unless two exclusive bargaining agents of County employees agree that they can both receive deductions from the same employee. Any such authorization may be revoked in accordance with the terms of the authorization ~~which shall provide a period of irrevocability of not more than one year.~~ An authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Section 59.1-479 et seq.), including, without limitation, electronic authorizations and voice authorizations, shall be valid for employees' authorizations for payroll deductions and authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. This paragraph does not prohibit employees from having voluntary membership dues payments deducted from their paychecks and forwarded by the County to a group other than an exclusive bargaining agent, provided such employees are advised that their payments are not being transmitted to the exclusive bargaining agent for their bargaining unit.
- (h) To be represented at any formal discussion between one or more representatives of the County and one or more employees in the bargaining unit or their representatives concerning (1) any matter that is within the scope of collective bargaining as set forth in the definition of collective bargaining (see Section 3-10-2); or (2) any examination of bargaining unit employees by a representative of the County in

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connection with an investigation if the employee reasonably believes that the examination involves matters covered by any collective bargaining agreement then in effect, and the employee requests representation. The County shall inform the employee that the employee has a right to union representation prior to any such discussion or interview, and the employee shall have a right to request union representation before proceeding with the discussion or interview. An individual employee may present a personal complaint or question at any time to the County without the intervention of an employee organization, provided that any such organization that is recognized by the County as the exclusive bargaining agent for the bargaining unit in which the employee is a member is afforded an effective opportunity to be present and to offer its view at any meetings held to adjust the matter and that any adjustment made shall not be inconsistent with the terms of any applicable collective bargaining agreement. Such employee or employees who utilize this avenue of presenting personal complaints to the County shall not do so under the name, or by representation, of an employee organization.

- (i) The requirements set forth in this section establish the minimum requirements for access to and communication with bargaining unit employees by an exclusive bargaining representative. These requirements shall not prevent the County and the exclusive bargaining representative from bargaining for greater access to or communication with employees.

Sec. 3-10-12 – Good Faith Bargaining.

- (a) A written request for bargaining must be submitted by the exclusive bargaining agent to the County Executive and negotiations must begin no later than July 1 and conclude (including any required mediation or impasse procedures) by October 15 of any year where an agreement is sought to be effective at the beginning of the next fiscal year, in order to accommodate the County budget process. Failure of the parties to reach agreement by September 1, or at such earlier time as the parties may agree in writing, shall constitute an impasse and trigger impasse resolution procedures under this Article.
- (b) Nothing in this Article requires either party to make any concessions or agree to the other party's proposals.

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(c) Good faith bargaining shall not include submission of or a response to a proposal that:

- (1) violates the rights of employees as set forth in this Article, or
- (2) impairs, restricts, or delegates the authority of the County as set forth in Section 3-10-4, other than as the County may expressly allow as a matter of permissive bargaining.

Section 3-10-13. - Approval of tentative agreement.

When an exclusive bargaining agent and the County Executive's bargaining representative reach a tentative agreement, they shall reduce it to writing and execute it, signifying the approval of the bargaining agent and the County Executive. No agreement, whether voluntarily negotiated or the result of final, binding arbitration as set forth in this Article, shall be effective or enforceable:

- (1) until a fiscal impact study of the tentative agreement, prepared as bargaining proceeds, has been finalized by the County Department of Management and Budget and submitted to the County Board of Supervisors; and

~~the fiscal impact study of the tentative agreement is submitted to the County Board, and a public hearing held by the last day of December on the fiscal impact of the tentative agreement;~~

- ~~(23)~~ the County Board of Supervisors specifies by resolution no later than the last day of December its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement as set forth in the fiscal impact study provided for in this section, with the understanding that any such resolution remains subject to actual appropriation. If the Board of Supervisors does not resolve to fund any provision(s) of the tentative agreement requiring appropriation, the County Executive and the exclusive bargaining agent ~~must~~may re-open negotiations, which shall be scheduled as promptly as possible with the good faith objective to negotiate provisions that may be acceptable to the Board of Supervisors for its consideration within the County's budget preparation and approval schedule.

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Upon presentation to the Board of Supervisors of any tentative agreement re-negotiated under this subsection before the end of the calendar year, the Board of Supervisors shall consider and may specify by resolution as soon as practicable its good faith commitment to appropriate funding necessary for the County to meet obligations under the tentative agreement, with the understanding that any such resolution remains subject to actual appropriation; and

- (34) the tentative agreement is approved by the exclusive bargaining agent by ratification of the tentative agreement in accordance with the bargaining agent's governing procedures and evidenced by the signature of an authorized agent, which may be an electronic signature made in accordance with applicable state law.

~~(b) A written agreement shall be contrary to public policy and therefore shall not bind the parties or be enforceable by either party to the extent that it is not the result of good faith bargaining as defined in this Article.~~

Section 3-10-14. – Mediation and Arbitration.

- (a) In any year in which the County and a certified union bargain collectively, the County and certified union must jointly select a mediator/arbitrator. If the parties do not agree on a mediator/arbitrator (who may be the LRA), then they shall request a list of arbitrators from an impartial agency (such as the American Arbitration Association or the Federal Mediation and Conciliation Service) and use that agency's process of ranking and/or striking until a mediator/arbitrator is selected. The mediator/arbitrator must be selected within thirty (30) days of the start of bargaining and shall be available during the bargaining process.

- (b) Mediation.

- (1) Labor-Management Disputes: The County and an exclusive bargaining agent shall first attempt to resolve labor-management disputes informally by discussion between the parties' designees. In the event that the County and the bargaining agent are unable to informally resolve a labor-management dispute, either party or

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the parties jointly may submit the dispute to the LRA for mediation pursuant to procedures instituted by the LRA.

- (2) Impasse: In the event that the County and the bargaining agent are unable to reach a collective bargaining agreement by September 1, or at such earlier time as they may mutually agree, an impasse may be called by either party and resolution may be sought by submission of those unresolved issues for mediation by the LRA or a mediator selected through procedures established by the LRA. The parties shall jointly request mediation within five (5) days of such a declared impasse. Whether impasse is declared as set forth herein or triggered by operation of Section 3-10-12 due to failure to reach agreement by September 1, the LRA or other mediator shall set reasonable deadlines for all steps of the mediation process. Negotiations on other matters may continue throughout impasse mediation procedures.
 - (3) The mediation process is advisory only, and the LRA or other mediator shall have no authority to bind either party.
 - (4) The mediation process and any comments, statements, or suggestions from the LRA or other mediator or the parties and any documents evidencing the same made or created during the mediation process shall not be disclosed except as required by law. Communications between an exclusive bargaining representative and the employees that it represents regarding the mediation process shall not constitute public disclosure under this Section.
 - (5) The parties shall share the costs of mediation equally.
- (c) **Arbitration**: If the County and exclusive bargaining agent are unable to reach agreement resolving any labor-management dispute or impasse submitted to mediation as provided for in this Article by any deadline set forth in procedures provided in this Article or adopted by the LRA, the mediator shall render findings of fact and require the parties to submit their statements of their final position on the issue(s) about which they continue to disagree. Thereafter, the labor-management dispute or impasse shall be submitted to final and

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binding arbitration, subject to the plenary authority of the Board of Supervisors to determine whether to appropriate funding for the tentative agreement. Such arbitration shall be conducted pursuant to procedures adopted by the LRA which shall, at a minimum, require the parties' joint selection of an arbitrator and shall provide for timing requirements that ensure the conclusion of impasse proceedings on a schedule that complies with Section 3-10-13. The parties shall share the costs of arbitration equally. In making a determination under this subsection, the arbitrator shall consider the following factors:

- (1) Stipulations of the parties;
- (2) The interests and welfare of the public;
- (3) The financial ability of the employer to meet the financial obligations in the proposed collective bargaining agreement;
- (4) The overall compensation presently received by the employees involved in the arbitration;
- (5) Comparison of wages, benefits, and working conditions of the employees involved in the arbitration proceedings with the wages, benefits, and working conditions of other persons performing similar services in the public and private sectors, if applicable;
- (6) Past collective bargaining agreements between the parties, including the past bargaining history that led to the agreements, or the pre-collective bargaining history of employee wages, benefits, and working conditions;
- (7) Comparison of working conditions of other Fairfax County personnel; and
- (8) Such other factors that are normally or traditionally taken into consideration in the determination of wages, benefits, and working conditions of employment through voluntary collective bargaining, mediation, arbitration, or otherwise between the parties, in the public sector.

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- (d) Any grievance, mediation, arbitration, or other resolution procedure negotiated by the parties and available to challenge disciplinary or other personnel actions set forth in Virginia Code Section 15.2-1506, et seq., shall comply with the minimum requirements set forth in the statute(s), as well as any other statutory grievance rights of law enforcement officers and fire and emergency medical employees.

Section 3-10-15. - Strikes and other job actions.

Pursuant to Virginia Code Section 40.1-55, any employee of the County or of any agency or authority of the County who, in concert with two or more other such employees, strikes or willfully refuses to perform the duties of their employment shall be deemed by that action to have terminated their employment and shall be ineligible for employment in any position or capacity during the next 12 months by the County. If an employee is terminated under this provision, such employment action shall be noted in the employee's personnel file in the agency and in the central Human Resources Department. The County agrees that no lockout shall take place.

~~Following notice and an opportunity to be heard, any employee organization determined to have violated this section shall cease to be accorded recognition under this Article, shall cease to receive any dues or fees collected by paycheck withholding, and shall not be accorded recognition or receive any dues or fees collected by paycheck withholding for a period of one (1) year.~~

Section 3-10-16. – Prohibited Practices

Neither the County nor any exclusive bargaining agent shall refuse to negotiate in good faith with respect to matters within the scope of collective bargaining as defined in Section 3-10-2.

- (a) The County and its agents shall not:
 - (1) Interfere with, restrain, or coerce employees in the exercise of rights granted by this Article;
 - (2) Dominate or interfere in the administration of any employee organization;
 - (3) Deter or discourage employees or applicants for County positions from becoming or remaining members of an employee

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organization, or from authorizing dues deductions, or voting to authorize union representation, or exercising any of their rights under this Article.

- (4) Encourage or discourage membership in any employee organization, committee, or association including by discrimination in hiring, tenure, or other terms and conditions of employment, provided that use of County property and time for meetings and the County's communication system for employee organization business, as may be permitted by this Article or a collective bargaining agreement, shall not be deemed encouragement prohibited by this subsection;
 - (5) Discharge or discriminate against any employee because the employee has filed an affidavit, petition, or complaint or given any information or testimony under this Article or because the employee has formed, joined, or chosen to be represented by any exclusive bargaining agent;
 - (6) Deny the rights accompanying certification as the exclusive bargaining agent as conferred by this Article;
 - (7) Refuse to bargain collectively with the exclusive bargaining agent as provided in this Article;
 - (8) Refuse to participate in good faith in any agreed-upon impasse resolution procedures or those set forth in this Article;
 - (9) Refuse to reduce a collective bargaining agreement to writing and sign such agreement provided all conditions for an enforceable agreement, as set forth in this Article, have been met; or
 - (10) Enforce any rule or regulation which is plainly in direct conflict with any applicable collective bargaining agreement if the agreement was in effect before the date the rule or regulation was prescribed.
- (b) No employee organization or its agents shall:

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- (1) Interfere with, restrain, or coerce any employee with respect to rights granted in this Article or with respect to selecting an exclusive representative;
- (2) Fail to represent an employee who is in a bargaining unit exclusively represented by the employee organization fairly and without discrimination provided such failure is willful or deliberate;
- (3) Refuse to bargain collectively with the County as provided in this Article;
- (4) Refuse to participate in good faith in or violate any agreed-upon impasse resolution procedures or those set forth in this Article; or
- (5) Engage in conduct which is plainly in direct conflict with any applicable collective bargaining agreement.

(c) Prohibited practice charge procedures.

- (1) Proceedings against a party alleging a violation of this Section shall be commenced by filing a charge with the LRA within ~~120~~ one hundred and fifty (150) days of the alleged violation, or acquiring knowledge thereof, and causing a copy of the charge to be served upon the accused party in the manner of an original notice as provided in Section 3-10-18. The accused party shall have ten (10) days within which to file a written answer to the charge. The LRA may conduct a preliminary investigation of the alleged violation, and if the LRA determines that the charge has no legal or factual basis, the LRA may dismiss the charge. If the charge is not dismissed, the LRA shall promptly thereafter set a time and place for a hearing. The parties shall be permitted to be represented by counsel or other designated representative, summon witnesses, and request the LRA to subpoena witnesses and the production of records on the requester's behalf. Compliance with the technical rules of pleading and evidence shall not be required.
- (2) The LRA may designate a hearing officer to conduct any hearing. The hearing officer shall have such powers as may be exercised by

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the LRA for conducting the hearing and shall follow procedures adopted by the LRA for conducting the hearing. The decision of the hearing officer may be appealed to the LRA and the LRA may hear the case de novo or upon the record as submitted before the hearing officer.

- (3) The LRA shall provide for an official written transcript to report the proceedings, the costs of which shall be borne equally by the parties.
- (4) The LRA shall file its findings of fact and conclusions. If the LRA finds that the party accused has violated any provision of this Section, the LRA may issue an order directing the party to cease and desist engaging in the violation and may order such other reasonable affirmative relief as is necessary to remedy the violation. Under the provisions for court review of arbitration awards set forth in the Uniform Arbitration Act (Virginia Code Sections 8.01-581.01, et seq.), the LRA may petition the circuit court for enforcement of an order made under this Section.
- (5) Findings of the LRA shall be considered as a final award of an arbitrator in accordance with the Virginia Uniform Arbitration Act, Virginia Code Sections 8.01-581.01, et seq. Any party aggrieved by any decision or order of the LRA may, within twenty-one (21) days from the date such decision or order is filed, appeal to the circuit court to obtain judicial review pursuant to the provisions for judicial review set forth in the Uniform Arbitration Act (Virginia Code Sections 8.01-581.01, et seq.).

Section 3-10-17. - Time limits.

Any time limits in this Article may be extended by written agreement of the County, the employee organization, and any other appropriate parties.

Section 3-10-18 – Notices.

Any notice required under the provisions of this Article shall be in writing, but service of any such notice shall be sufficient if mailed by certified mail, return receipt requested, addressed to the last-known address of the parties, unless otherwise provided in this Article or by the rules of the LRA, which rules shall provide for the electronic service of documents. Refusal of certified mail by any

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party shall be considered service. Prescribed time periods shall commence from the date of the receipt of the notice.

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EDITS AND CLARIFICATIONS TO THE
DRAFT COLLECTIVE BARGAINING ORDINANCE**

The following edits and clarifications to the draft Collective Bargaining Ordinance for the October 5, 2021, public hearing have been incorporated into the October 19, 2021, Collective Bargaining Ordinance:

- In Section 3-10-2, the last clause of the definition of “collective bargaining” will read as follows: “provided that matters reserved as County management rights in Section 3-10-4 are subject to collective bargaining only as provided therein.”
- Edit the last two sentences of the definition of “Supervisor” in Section 3-10-2 as follows:

“For personnel in Public Safety Communications, the term includes personnel who serve in a position at the level of P-25 and above. With respect to the Police Department, “supervisor” includes all personnel with the rank of First Lieutenant and above.”
- Edit the definition of “temporary employee” in Section 3-10-2 so that it reads as follows:

“*Temporary employee* means an individual who is hired into a time-limited position that lasts for four (4) consecutive months or less and who actually works for the County for four consecutive months or less; provided, that any employee who has worked for the County for more than four consecutive months shall not be considered a temporary employee for purposes of this ordinance.”
- Section 3-10-4(a) will state as follows:

“This Article shall not be deemed in any way to limit or diminish the authority of the County to manage and direct the operations and activities of the County to the fullest extent authorized and permitted by law. Thus, unless the County elects to bargain regarding the following matters, the County retains exclusive rights:

1. to determine the type and scope of work to be performed by County employees and the manner in which services are to be provided;
 2. to direct the work of employees;
 3. to relieve employees from duties by layoff or other reduction-in-force due to lack of work, budget limitations, changed working conditions/requirements or for other reasons in the County's reasonable business judgment and not prohibited by law, except that the implementation procedures to be followed, notice, and alternatives to layoff shall be negotiable;
 4. to contract for, expand, reduce, sell, transfer, convey, or eliminate particular operations or services of general government, as well as any department, office, or part thereof; except that the alternatives to contracting and impact on employees shall be negotiable; and
 5. to establish and change standards of behavior or performance, job qualifications, and job descriptions, except that the impact of any changes on employees and performance evaluation procedures will be negotiable."
- In Section 3-10-4(b), rephrase the second sentence as follows:

"If a collective bargaining agreement includes procedures for how the County and its employees will respond to a specific type of emergency situation, then the terms of such agreement shall govern the response to that specific emergency."
 - Add the following sentences to the end of Section 3-10-4(c):

"The County shall at all times retain exclusive rights to establish the County budget and any tax levies, and to appropriate funds or decline to make such an appropriation, in the sole discretion of the Board of Supervisors in accordance with applicable law. All financial commitments on behalf of the County in any collective bargaining agreement shall at all times be subject to, and conditioned upon, the Board of Supervisors' exercise of its unfettered discretion to determine the budget and any tax levies and to appropriate funding for such commitments if it is so inclined. If a collective bargaining agreement is approved that extends for more than one fiscal year, each year's financial commitments shall be subject to, and contingent upon, appropriation by the Board of Supervisors for that fiscal year."
 - In Section 3-10-5, add a new subparagraph b containing the optional language from the October 5, 2021, draft stating:

“Employees shall have the right to use County electronic communications systems to discuss employee organization business or activities, or employee organizing activity.”

Re-letter the remaining paragraphs.

- In the first sentence of Section 3-10-7(d), the text will read:

“Subject to confirmation by the County Board of Supervisors, the County Executive shall appoint the labor relations administrator for a 4 year term from no more than three (3) nominees jointly agreed upon and submitted by: (i) representatives of those employee organizations with at least 300 Fairfax County employee dues-paying members that have notified the County Executive or his designee of their interest in representing bargaining units permitted by this Article, if no exclusive bargaining agents have been recognized at the time the selection process begins, or”

- In section 3-10-8(a), the last sentence will state: “The postage costs of such election shall be shared equally by the parties involved.”

- Section 3-10-8(b) shall read as follows:

“Administratively acceptable evidence” to support a petition for recognition or certification by election (see section 3-10-9) or for decertification (see Section 3-10-10) will consist of the following: current employee group membership cards; a current membership roster; evidence of a currently effective dues payment; or other current evidence of bargaining unit employees’ desire to be represented by an employee organization for collective bargaining purposes. A current authorization that satisfies the Uniform Electronic Transactions Act (Virginia Code Sections 59.1-479 *et seq.*) shall be valid for employees’ authorization for representation for purposes of a petition filed by an employee organization for exclusive representation. The determination by the LRA of the sufficiency of a showing of support for a representation election shall not be subject to challenge by any person or employee organization or by the County.”

- In Section 3-10-9(d), change the second sentence to state as follows:

“The County must furnish to the LRA and the petitioning and any intervening employee organization, no more than five (5) days after the LRA determines that that employee organization has met the required showing of interest, a list of all eligible employees in the bargaining unit.”

- In Section 3-10-9, strike the last two sentences of subsection g.
- Section 3-10-10(b) will state as follows:

“A petition for decertification of a recognized exclusive collective bargaining agent in an appropriate unit may be filed in the sixty (60)-day period between the one -hundred eightieth (180th) day and the one-hundred twentieth (120th) day prior to expiration of any existing collective bargaining agreement for that bargaining unit.”
- Section 3-10-11(d) will read as follows:

“To receive quarterly a list of all bargaining unit employees, as well as to be informed of all new hires within ten (10) days.”
- The text of Section 3-10-11(e) will state as follows:

“To use County communications systems to communicate with employees regarding collective bargaining, the administration of collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the exclusive bargaining agent.”
- Add an additional sentence to the end of Section 3-10-11(f) stating:

“The exclusive bargaining representative shall also have the right to provide materials for the orientation packet, provided that it is solely responsible for all copying costs associated with its materials.”
- In Section 3-10-11(g), strike “which shall provide a period of irrevocability of not more than one year” from the second sentence.
- Add the following sentence in Section 3-10-11(h) after the first sentence in this subsection:

“The County shall inform the employee that the employee has a right to union representation prior to any such discussion or interview, and the employee shall have a right to request union representation before proceeding with the discussion or interview.”
- In Section 3-10-11, add a new subsection (i) at the end stating as follows:

“The requirements set forth in this section establish the minimum requirements for access to and communication with bargaining unit employees by an exclusive bargaining representative. These requirements shall not prevent the County and the exclusive bargaining representative from bargaining for greater access to or communication with employees.”

- Strike section 3-10-13(b) from the text. In what is then Section 3-10-13(1) add “and submitted to the County Board of Supervisors; and” to the end of the sentence. In what is then Section 3-10-13(2), substitute “must” for “may” in the first full sentence, so that it reads:

“If the Board of Supervisors does not resolve to fund any provision(s) of the tentative agreement requiring appropriation, the County Executive and the exclusive bargaining representative must re-open negotiations ”

- In Section 3-10-14, add a new subparagraph (a) as follows:

“In any year in which the County and a certified union bargain collectively, the County and certified union must jointly select a mediator/arbitrator. If the parties do not agree on a mediator/arbitrator (who may be the LRA), then they shall request a list of arbitrators from an impartial agency (such as the American Arbitration Association or the Federal Mediation and Conciliation Service) and use that agency’s process of ranking and/or striking until a mediator/arbitrator is selected. The mediator/arbitrator must be selected within thirty (30) days of the start of bargaining and shall be available during the bargaining process.”

Re-letter what was previously (a) in this section as (b) and continue with the original text. In what is now Section 3-10-14(b)(4), add the following sentence at the end:

“Communications between an exclusive bargaining representative and the employees that it represents regarding the mediation process shall not constitute public disclosure under this Section.”

- In Section 3-10-15, strike subsection (b) from the text.

- In Section 3-10-16(c)(1), substitute 150 days for 120 days as the timeframe within which an unfair labor practices charge may be filed with the Labor Relations Administrator.
- Unless explicitly mentioned above, all language set out in brackets as an option in the September 14, 2021, draft Collective Bargaining Ordinance will be stricken from the document.

Board Agenda Item
October 19, 2021

4:00 p.m.

Public Comment on Issues of Concern