

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 25, 2022**

AGENDA

9:30	Done	Presentations
9:30	Done	Presentation of the Don Smith Award
9:30	Adopted Report #1	Report on General Assembly Activities
9:30	Done	Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees
9:30	Done with amendment	Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:00	Approved	Public Hearing on the <i>FY 2022 Mid-Year Review</i> to Amend the Appropriation Level in the <i>FY 2022 Revised Budget Plan</i>
10:00	Done	Matters Presented by Board Members
10:00	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Bowling Green Drive (Providence District)
2	Approved	Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Torrence Street (Springfield District)
3	Approved	Authorization to Advertise Comprehensive Plan and Zoning Ordinance Amendments and a Board-Initiated Rezoning to Consider Establishing Boundaries and Regulations for a Hollin Hills Historic Overlay District (Mount Vernon District)
4	Approved	Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Fort Hunt Road (Mount Vernon District)
5	Approved	Proposed Addition of a Portion of Edmund Halley Drive to the Secondary System of State Highways (Hunter Mill District)
6	Approved	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Bangor Drive and Fairhaven Avenue (Mount Vernon District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 25, 2022**

**ADMINISTRATIVE
ITEMS
(continued)**

- | | | |
|----|-----------------|---|
| 7 | Approved | Streets into the Secondary System (Sully and Providence Districts) |
| 8 | Approved | Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant |
| 9 | Approved | Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Little River Turnpike Walkway (Westbound) from High Place to Pinecrest Parkway (Mason District) |
| 10 | Approved | Street into the Secondary System (Mount Vernon District) |
| 11 | Approved | Authorization to Advertise a Public Hearing to Consider Amendments to <i>The Code of the County of Fairfax Virginia</i> , Chapter 119 (Grass or Lawn Area) to Establish Regulations on Running Bamboo and to Add a New Article 4 to Establish Civil Penalties |
| 12 | Approved | Supplemental Appropriation Resolution AS 22184 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from Virginia Department of Behavioral Health and Developmental Services for Substance Abuse Block Grant Prevention Set Aside Services |
| 13 | Approved | Supplemental Appropriation Resolution AS 22183 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from Virginia Department of Behavioral Health and Developmental Services for Supplemental Substance Abuse Block Grant Funded Programs and Services |

ACTION ITEMS

- | | | |
|---|-----------------|--|
| 1 | Approved | Approval of the Board of Supervisors' Regular Meeting Schedule for Calendar Year 2022 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions |
|---|-----------------|--|

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 25, 2022**

**ACTION ITEMS
(continued)**

- | | | |
|---|--|---|
| 2 | Approved | Approval of an Agreement Between the Town of Vienna and Fairfax County to Design and Construct the Bear Branch at Southside Park Phase II Stream Restoration Project (Hunter Mill District) |
| 3 | Approved | Approval of the Memorandum of Understanding Between the Fairfax County Police Department (FCPD) and the United States Secret Service (Secret Service) Regarding Membership in the Secret Service Sponsored National Capital Region Cyber Fraud Task Force (NCR-CFTF) |
| 4 | Approved | Approval of the Northern Virginia Regional Gang Task Force Funding Agreement Between Fairfax County and the Counties of Arlington, Loudoun, Fauquier, and Prince William; the Cities of Falls Church, Manassas, and Manassas Park; the Towns of Herndon, Leesburg, and Vienna; and the Virginia State Police Regarding the Northern Virginia Regional Gang Task Force |
| 5 | Approved | Authorization to Execute a Funding Agreement with Congressional School, Inc. for an Entrance Improvement Project on Sleepy Hollow Road (Mason District) |
| 6 | Approved | Authorization to Sign Standard Project Agreements for Distribution of Toll Revenues for Multi-Modal Projects in the I-66 Corridor (Hunter Mill District) |
| 7 | Deferred until after Closed Session; Approved | Authorization for the Fairfax County Redevelopment and Housing Authority to Make Housing Blueprint Loans and Utilize Funding in the Aggregate Amount of \$33,051,534, to Finance the Development of the Proposed 175-Unit Dominion Square West Phase I (Hunter Mill District) |
| 8 | Approved | Authorization of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Bonds or Notes in an Amount Not to Exceed \$17,000,000 to Finance the 75-Unit Four Percent Low-Income Housing Tax Credits Portion of the Proposed 150-Unit Lodge at Autumn Willow (Springfield District) |
| 9 | Approved | Approval of a Resolution Endorsing Projects for Submission to the Northern Virginia Transportation Commission for the Fiscal Year 2023 – 2024 I-66 Inside the Beltway Commuter Choice Program (Braddock, Dranesville, Hunter Mill, Providence, Springfield, and Sully Districts) |

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 25, 2022**

CLOSED SESSION

	Done	Closed Session
3:00	Held	Annual Meeting of the Fairfax County Solid Waste Authority
	PUBLIC HEARINGS	
3:00	Approved	Public Hearing on RZ 2021-DR-006 (7700-4 Leesburg Pike Associates, LLC and 7700 Homes Associates LLC) (Dranesville District)
3:00	Approved	Public Hearing on RZ 2021-LE-007 and SE 2021-LE-005 (Sheehy Loisdale Property, LLC) (Lee District)
3:00	Approved	Public Hearing on RZ 2021-MV-010 (Christopher Land, LLC) (Mount Vernon District)
3:30	Approved	Public Hearing on PCA 2003-PR-022-02/CDPA 2003-PR-022 (Pulte Home Company, LLC) (Providence District)
3:30	Approved	Public Hearing on Proposed Plan Amendment 2020-IV-MV2, Lee District Community Center, and on Proffer Condition Amendment Application PCA 2003-LE-006, Located at 7950 and 7960 Audubon Avenue (Lee District)
3:30	Approved	Public Hearing on AFR-2021-00006 (AR 01-H-001-03) (Hiu Newcomb Family, LLC: Mariette H., Hana, Lani, Anna, Sarah, and Charles Newcomb) (Hunter Mill District)
4:00	Approved	Public Hearing to Consider Adopting an Ordinance Establishing the Innovation Residential Permit Parking District, District 49 (Dranesville District)
4:00	Approved	Public Hearing to Consider Adopting an Ordinance Expanding the Broyhill Park Residential Permit Parking District, District 28 (Mason District)
4:00	Approved	Public Hearing on a Proposal to Vacate a Portion of Westfax Drive (Sully District)
4:00	Approved	Public Hearing on a Proposal to Vacate and Abandon Portions of McWhorter Place and Markham Street (Mason District)
4:00	Approved	Public Hearing on a Proposal to Vacate and Abandon a Portion of Oakwood Road (Lee District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 25, 2022**

**PUBLIC
HEARINGS
(continued)**

4:00	Deferred to 3/8/22 at 4:00 p.m.	Public Hearing on Repurposing Developer Contributions to Fairfax County for Transportation Projects
4:30	Approved with option proposed for Section 2-3-1 (c)	Public Hearing on Ordinance to Amend to Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by Adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2

REVISED



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
January 25, 2022

9:30 a.m.

PRESENTATIONS

- PROCLAMATION — To designate January 2022 as Human Trafficking Awareness Month. Requested by Supervisor Herrity.
- ~~CERTIFICATE — To recognize James Madison High School's 2021 State Championship Boys Baseball Team. Requested by Supervisors Alcorn, Palchik and Smith.~~
- RESOLUTION — To recognize former Deputy County Executive for Public Safety Dave Rohrer for his years of outstanding service to Fairfax County. Requested by Chairman McKay and all Supervisors.

STAFF:

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

Board Agenda Item
January 25, 2022

9:30 a.m.

Presentation of the Don Smith Award

ENCLOSED DOCUMENTS:
None.

PRESENTED BY:
Karen Sheffield, Chairwoman, Employee Advisory Council (EAC)

Board Agenda Item
January 25, 2022

9:30 a.m.

Report on General Assembly Activities

ENCLOSED DOCUMENTS:

Documents available online at <https://www.fairfaxcounty.gov/boardofsupervisors/>, under "2022 Board Legislative Reports," by January 24, 2022.

PRESENTED BY:

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

Bryan J. Hill, County Executive

Board Agenda Item
January 25, 2022

9:30 a.m.

Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees

ENCLOSED DOCUMENTS:

Attachment 1 - Listing of Interjurisdictional Committees and Inter- and Intra-Governmental Boards and Committees for Calendar Year 2022

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

**INTERJURISDICTIONAL COMMITTEES AND INTER- AND INTRA-
GOVERNMENTAL BOARDS AND COMMITTEES FOR CALENDAR YEAR 2022**

INTERJURISDICTIONAL COMMITTEES

ALEXANDRIA

Daniel Storck, Chairman
Jeffrey McKay
Penelope Gross
Rodney Lusk

ARLINGTON

Penelope Gross, Chairman
Jeffrey McKay
John Foust
Dalia Palchik

DISTRICT OF COLUMBIA

Jeffrey McKay, Chairman
James Walkinshaw
Dalia Palchik
Daniel Storck

FAIRFAX CITY

James Walkinshaw, Chairman
Jeffrey McKay
Dalia Palchik

FALLS CHURCH

Penelope Gross, Chairman
Jeffrey McKay
John Foust
Dalia Palchik

**FORT BELVOIR (Board of Advisors/Base Realignment and
Closure)**

Jeffrey McKay
Patrick Herrity
Rodney Lusk
Daniel Storck

HERNDON

John Foust, Chairman
Jeffrey McKay
Walter Alcorn

LOUDOUN COUNTY

Kathy Smith, Chairman
Jeffrey McKay
John Foust
Walter Alcorn

PRINCE WILLIAM

(includes UOSA, City of Manassas, and City of Manassas Park)
Kathy Smith, Chairman
Jeffrey McKay
Patrick Herrity
Daniel Storck

VIENNA

Walter Alcorn, Chairman
Jeffrey McKay
John Foust
Dalia Palchik

INTERGOVERNMENTAL BOARDS AND COMMITTEES

(including Federal and State)

COMMUNITY CRIMINAL JUSTICE BOARD

Dalia Palchik

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
(COG)**

COG BOARD OF DIRECTORS

Jeffrey McKay, Principal
Rodney Lusk, Principal
Penelope Gross, Principal
James Walkinshaw, Alternate
Daniel Storck, Alternate
Walter Alcorn, Alternate

**COG METROPOLITAN WASHINGTON AIR QUALITY
COMMITTEE**

Daniel Storck, Principal
Penelope Gross, Principal
James Walkinshaw, Alternate
Kambiz Agazi (staff), Alternate (for any member)

**COG CHESAPEAKE BAY AND WATER RESOURCES
POLICY COMMITTEE**

Penelope Gross, Principal
Daniel Storck, Principal

**COG CLIMATE, ENERGY AND ENVIRONMENTAL
POLICY COMMITTEE**

Penelope Gross, Principal
Kambiz Agazi (staff), Principal

COG EMERGENCY PREPAREDNESS COUNCIL

Rodney Lusk, Principal

**COG HUMAN SERVICES AND PUBLIC SAFETY
COMMITTEE**

Penelope Gross
Rodney Lusk

COG REGION FORWARD COMMITTEE

Jeffrey McKay, Principal
Penelope Gross, Principal
James Walkinshaw, Principal

**COG TASK FORCE ON REGIONAL WATER SUPPLY
ISSUES**

Penelope Gross

**COG NATIONAL CAPITAL REGION TRANSPORTATION
PLANNING BOARD**

Walter Alcorn, Principal
James Walkinshaw, Principal
Jeffrey McKay, Alternate
Rodney Lusk, Alternate

**GEORGE MASON UNIVERSITY FAIRFAX CAMPUS ADVISORY
BOARD**

James Walkinshaw
Patrick Herrity
Jim Zook (Chairman's designee)

INOVA HEALTH CARE SERVICES BOARD

James Walkinshaw

INOVA HEALTH SYSTEMS BOARD

Penelope Gross

NORTHERN VIRGINIA REGIONAL COMMISSION (NVRC)

Patrick Herrity
James Walkinshaw
Penelope Gross
Dalia Palchik
Walter Alcorn
Rodney Lusk
Kathy Smith

NORTHERN VIRGINIA TRANSPORTATION COMMISSION (NVTc)

(including WMATA and VRE Representatives)

Walter Alcorn; Principal, VRE Operation; Alternate, WMATA

James Walkinshaw; Principal, VRE Operation

John Foust

Dalia Palchik

Jeffrey McKay; Alternate, VRE

Daniel Storck, Alternate; Principal, VRE Operation

PHASE I DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Jeffrey McKay

John Foust

Walter Alcorn

Dalia Palchik

PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Jeffrey McKay

John Foust

Walter Alcorn

Kathy Smith

POTOMAC WATERSHED ROUNDTABLE

Penelope Gross

~~Randy Bartlett~~ **Eleanor Ku Coddling, P.E.**, Alternate

ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Jeffrey McKay

John Foust

Walter Alcorn

Kathy Smith

VACo BOARD OF DIRECTORS (REGIONAL DIRECTORS)

(Recommendations. The Board of Supervisors makes recommendations to VACo for consideration.)

Jeffrey McKay

Penelope Gross

Kathy Smith

James Walkinshaw

Rodney Lusk

Daniel Storck

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)

(Appointed by NVTc. The Board of Supervisors makes recommendations for consideration.)

Walter Alcorn, Alternate

INTRAGOVERNMENTAL AND OTHER COMMITTEES

AUDIT COMMITTEE

Daniel Storck, Chairman
Dalia Palchik, Vice-Chairman
Rodney Lusk
Patrick Herrity

BUDGET POLICY COMMITTEE

(Committee of the Whole)
Jeffrey McKay, Chairman
John Foust, Vice-Chairman
Kathy Smith, 2nd Vice-Chairman

ECONOMIC ADVISORY COMMISSION

(Committee of the Whole)
John Foust, Chairman
Daniel Storck, Vice-Chairman

ECONOMIC INITIATIVES COMMITTEE

(Committee of the Whole)
John Foust, Chairman
Daniel Storck, Vice-Chairman

ENVIRONMENTAL COMMITTEE

(Committee of the Whole)
Daniel Storck, Chairman
Penelope Gross, Vice-Chairman

HEALTH AND HUMAN SERVICES COMMITTEE

(Committee of the Whole)
Dalia Palchik, Chairman
John Foust, Vice-Chairman

HOUSING COMMITTEE

(Committee of the Whole)
John Foust, Chairman
Dalia Palchik, Vice-Chairman

INFORMATION TECHNOLOGY COMMITTEE

(Committee of the Whole)
Walter Alcorn, Chairman
Patrick Herrity, Vice-Chairman

JOINT ENVIRONMENTAL TASK FORCE

~~Daniel Storck~~
~~Penelope Gross~~

LAND USE POLICY COMMITTEE

(Committee of the Whole)
Kathy Smith, Chairman
Walter Alcorn, Vice-Chairman

LEGISLATIVE COMMITTEE

(Committee of the Whole)
James Walkinshaw, Chairman
Jeffrey McKay, Vice-Chairman

OLDER ADULTS COMMITTEE

(Committee of the Whole)
Patrick Herrity, Chairman
James Walkinshaw, Vice-Chairman

PERSONNEL AND REORGANIZATION COMMITTEE

(Committee of the Whole)
Penelope Gross, Chairman
Rodney Lusk, Vice-Chairman

PUBLIC SAFETY COMMITTEE

(Committee of the Whole)
Rodney Lusk, Chairman
James Walkinshaw, Vice-Chairman

SUCCESSFUL CHILDREN AND YOUTH POLICY TEAM

Dalia Palchik
Rodney Lusk

TRANSPORTATION COMMITTEE

(Committee of the Whole)
Walter Alcorn, Chairman
Kathy Smith, Vice-Chairman

Board Agenda Item
January 25, 2022

9:30 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard January 25, 2022

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

FINAL COPY

APPOINTMENTS TO BE HEARD JANUARY 25, 2022
(ENCOMPASSING VACANCIES PROJECTED THROUGH **JANUARY 31, 2022)**
 (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
Jane Gwinn (Appointed 1/21 by Walkinshaw) Term exp. 1/22	Braddock District Representative	Jane Gwinn	Walkinshaw	Braddock
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

Michael Coyle (Appointed 2/17-1/20 by Smith) Term exp. 1/22	Sully District Representative	Michael Coyle	Smith	Sully
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AFFORDABLE DWELLING UNIT ADVISORY BOARD (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Richard N. Rose (Appointed 7/97-4/01 by Hanley; 9/05-5/09 by Connolly; 6/13- 6/17 by Bulova) Term exp. 5/21	Builder (Multi-Family) Representative		By Any Supervisor	At-Large
James H. Scanlon (Appointed 6/93-5/17 by Bulova) Term exp. 5/21	Engineer/Architect/ Planner #1 Representative		By Any Supervisor	At-Large
Mark Drake (Appointed 2/09-5/12 by McKay) Term exp. 5/16	Engineer/Architect/ Planner #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kenneth Kraus (Appointed 4/16 and 1/19 by Cook) Term exp. 1/22 <i>Resigned</i>	Braddock District Representative	Eliot Brenner	Walkinshaw	Braddock
James Phelps (Appointed 9/16 by Foust; 1/22 by Foust) Term exp. 1/22	Dranesville District Representative	James Phelps	Foust	Dranesville

**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 <i>Deceased</i>	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>
Marc Fernandes (Appointed 10/20 by McKay) Term exp. 12/21	Diversity-At-Large Principal Representative	Marc Fernandes	McKay	At-Large
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Gross	Mason

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>
Patrick Lennon (Appointed 1/17-9/19 by Gross) Term exp. 9/21	At-Large #3 Representative	Greg Dercach	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 James C. Chesley; appointed 5/12-9/19 by Bulova) Term exp. 9/23 <i>Resigned</i>	At-Large #2 Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Grant Sitta; appointed 9/10-9/15 by Gross) Term exp. 9/19 <i>Resigned</i>	Mason District Representative		Gross	Mason

CIVIL SERVICE COMMISSION (2-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Thomas Garnett, Jr. (Appointed 10/05-1/08 by Kauffman; 12/09- 12/17 by McKay; 1/20 by Lusk) Term exp. 12/21	At-Large #6 Representative		By Any Supervisor	At-Large
Vanessa Jordan (Appointed 6/20 by Walkinshaw) Term exp. 12/21	At-Large #8 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 Lisa Sales; appointed 2/17-1/20 by Storck) Term exp. 10/22 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
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
VACANT (Formerly held by Dena Bashri; appointed 11/20 by Smith) Term exp. 10/22 <i>Resigned</i>	Sully District Representative		Smith	Sully

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-years)**CONFIRMATION NEEDED:**

- Ms. Adwoa Rey as the Elected - North Target Area #1 Representative

CONSUMER PROTECTION COMMISSION (3-year terms)

<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

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

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Gregory Trimmer; appointed 1/12-1/16 by Bulova) Term exp. 1/20 <i>Resigned</i>	BOS At-Large #6 Representative	Richard Fernicola (McKay)	By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Mr. Pete Otteni as the BOS At-Large #1 Representative

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
Shelton Rhodes (Appointed 3/19 by Smith) Term exp. 12/21	Sully District Representative		Smith	Sully

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

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Renee Grebe Appointed 1/16-1/19 by McKay) Term exp. 1/22	At-Large #1 Representative		By Any Supervisor	At-Large
Michael Zatz (Appointed 11/18 by Bulova) Term exp. 1/22	At-Large #2 Representative	Michael Zatz	McKay	At-Large
George Lamb (Appointed 1/06-1/19 by Bulova) Term exp. 1/22	At-Large #3 Representative	George Lamb	McKay	At-Large
Stella M. Koch (Appointed 10/96- 12/00 by Hanley; 1/04 by Connolly; 1/07-1/19 by Bulova) Term exp. 1/22	At-Large Chairman's Representative	Stella M. Koch	McKay	At-Large Chairman's
Larry J. Zaragoza (Appointed 2/08-1/19 by Hyland) Term exp. 1/22	Mount Vernon District Representative	Larry J. Zaragoza	Storck	Mount Vernon
Robert A. Robbins (Appointed 12/13- 2/19 by L. Smyth) Term exp. 1/19	Providence District Representative		Palchik	Providence

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 Doris Ray; appointed 1/20 by McKay) Term exp. 11/22 <i>Resigned</i>	At-Large #1 Business Community Representative		By Any Supervisor	At-Large
Sarah Graham Taylor (Appointed 7/21 by Lusk) Term exp. 11/21	Lee District Representative		Lusk	Lee
Ayman Eldarwish (Appointed 10/17 by Gross) Term exp. 11/20	Mason District Representative		Gross	Mason

**FAIRFAX COMMUNITY LONG TERM CARE
COORDINATING COUNCIL (2-year terms)**

CONFIRMATIONS NEEDED:

- Ms. Rose Chu as the Health Care Advisory #1 Representative
- Mr. Rommel Pinili as the Long Term Care Providers #6 Representative

**FAIRFAX COUNTY CONVENTION AND VISITORS
CORPORATION BOARD (3-year terms)**
(Limited to two full consecutive 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	Michael Christ Trahos	McKay	At-Large Chairman's

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

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

HISTORY COMMISSION (3-year terms)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Esther W. McCullough	Citizen #10 Representative	Esther W. McCullough	McKay	At-Large

(Appointed 3/00-
11/02 by Hanley;
12/05-12/08 by
Connolly; 03/12-
05/18 by Bulova)
Term exp. 12/21

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 <i>Deceased</i>	At-Large #1 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)

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

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by William Berg; appointed 3/31 by Walkinshaw) Term exp. 12/23 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock

Sadaqat Ahmad (Appointed 1/19 by Hudgins) Term exp. 12/21	Hunter Mill District Representative	Brian McMahon	Alcorn	Hunter Mill
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CONFIRMATIONS NEEDED:

- Ms. Anne Cahill as the League of Women's Voters Representative
- Ms. Kendall Holbrook as the Northern Virginia Chamber of Commerce Representative

<p align="center">JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL (2-year terms)</p>

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alyssa Batchelor (Appointed 10/21 by Foust) Term exp. 1/22	Dranesville District Representative		Foust	Dranesville
Deborah Woolen (Appointed 9/20 by Lusk) Term exp. 1/22	Lee District Representative		Lusk	Lee
Sean J. Wright (Appointed 9/19 by Smyth; 1/20 by Palchik) Term exp. 1/22	Providence District Representative		Palchik	Providence
Jan B. Reitman (Appointed 7/14- 1/20 by Gross) Term exp. 1/22	Mason District Representative		Gross	Mason
Kim Farington (Appointed 7/20 by Herrity) Term exp. 1/22	Springfield District Representative	Kim Farington	Herrity	Springfield

**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
Sarah McCue (Appointed 3/19 by Alcorn) Term exp. 6/21	Hunter Mill District Representative		Alcorn	Hunter Mill
Nabil S. Barbari (Appointed 1/07-9/16 by Gross) Term exp. 6/19	Mason District Representative		Gross	Mason
VACANT (Formerly held by Jeffrey Levy; appointed 7/02-6/13 by Hyland) Term exp. 6/16 <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)
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<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	Bryon Garner	McKay	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	Janell M. Wolfe	McKay	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

**ROUTE 28 HIGHWAY TRANSPORTATION DISTRICT ADVISORY BOARD
(4-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Scott Crabtree (Appointed 4/04-1/18 by Frey; appointed 1/18 by Smith) Term exp. 1/22	Resident/Owner Route 28 District #1 Representative	Scott Crabtree	Smith	At-Large
William H. Keech Jr. (Appointed 4/08-1/18 by Frey; appointed 1/18 by Smith) Term exp. 1/22	Resident/Owner Route 28 District #2 Representative	William H. Keech Jr.	Smith	At-Large

SMALL BUSINESS COMMISSION (3-year terms)				
<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John D. Pellegrin (Appointed 9/09-11/18 by Bulova) Term exp. 12/21	At-Large #1 Representative	Ken Biberaj	McKay	At-Large
VACANT (Formerly held by Shalonda Scott-Boyd; appointed on 5/19 by McKay) Term exp. 12/23 <i>Resigned</i>	At-Large #2 Representative	Shawnequa Alleyne	McKay	At-Large
Marvin Powell (Appointed 10/04-11/12 by Frey; 1/16-12/18 by Smith) Term exp. 12/21	Sully District Representative		Smith	Sully

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
VACANT (Formerly held by Jade Harberg; appointed 7/17 by Bulova; 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Landlord Member #3 Representative		By Any Supervisor	At-Large

TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert Cosgriff (Appointed 2/17 and 1/18 by Cook; 1/20 by Walkinshaw) Term exp. 1/22	Braddock District Representative	Robert Cosgriff	Walkinshaw	Braddock
Wade H.B. Smith (Appointed 4/02 by Mendelsohn; 1/04- 1/08 by DuBois; 1/10-1/20 by Foust) Term exp. 1/22	Dranesville District Representative		Foust	Dranesville
James R. Klein (Appointed 3/18-1/22 by Storck) Term exp. 1/22	Mount Vernon District Representative	James R. Klein	Storck	Mount Vernon
Karen O. Ampeh (Appointed 1/18-1/10 by Smith) Term exp. 1/22	Sully District Representative	Karen O. Ampeh	Smith	Sully

TREE COMMISSION (3-year terms)

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

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. 7/21	Alternate #1 Representative	Deana M. Crumbling	McKay	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	J. Collins	Storck	Mount Vernon

YOUNG ADULTS ADVISORY COMMITTEE (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sarah Bufano (Appointed 7/20 by Walkinshaw) Term exp. 1/22	Braddock District Representative	Sarah Bufano	Walkinshaw	Braddock
VACANT (Formerly held by Lee Jackson; appointed 6/20 by Herrity) Term exp. 1/22 <i>Resigned</i>	Springfield District Representative	Sam Niner	Herrity	Springfield
VACANT (Formerly held by Lesly Ascencio; confirmed on 6/20) Term exp. 1/22 <i>Resigned</i>	Fairfax County Public Schools Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Dr. Richmond Hill as the Northern Virginia Community College Representative

AD HOC COMMITTEE

2021 REDISTRICTING ADVISORY COMMITTEE (UNTIL MARCH 1, 2022)
--

CONFIRMATION NEEDED:

- Mr. Rafael (Ray) Marin as the Hispanic Community Representative

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

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

FAIRFAX COUNTY 250TH COMMISSION (6-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Gloria Runyon; appointed 10/21 by Alcorn) Term exp. 6/27 <i>Resigned</i>	Hunter Mill District Representative	Suzanne Moffitt	Alcorn	Hunter Mill
NEW POSITION	Springfield District Representative		Herrity	Springfield

Board Agenda Item
January 25, 2022

10:00 a.m.

Public Hearing on the *FY 2022 Mid-Year Review* to Amend the Appropriation Level in the *FY 2022 Revised Budget Plan*

ISSUE:

Public Hearing and Board action on the *FY 2022 Mid-Year Review*.

RECOMMENDATION:

The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations included in the *FY 2022 Mid-Year Review*.

TIMING:

The public hearing has been advertised for 10:00 a.m. on January 25, 2022. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:

On December 7, 2021, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on January 25, 2022, regarding the *FY 2022 Mid-Year Review*. Section 15.2-2507 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2022 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:

The *FY 2022 Mid-Year Review* was sent electronically on December 6, 2021, and is available online at: <https://www.fairfaxcounty.gov/budget/fy-2022-mid-year-review>

STAFF:

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

Board Agenda Item
January 25, 2022

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
January 25, 2022

10:00 a.m.

Items Presented by the County Executive

ADMINISTRATIVE - 1

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Bowling Green Drive (Providence 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 Bowling Green Drive (Attachment I and Attachment II) consisting of the following:

- One raised median on Bowling Green Drive (Providence District)
- Striped parking lanes on Bowling Green Drive (Providence 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 January 25, 2022, 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.

Board Agenda Item
January 25, 2022

On November 4, 2021, FCDOT received verification from the Providence District Supervisor's office confirming community support for the Bowling Green Drive traffic calming plan.

FISCAL IMPACT:

Funding in the amount of \$50,000 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 Bowling Green Drive

Attachment II: Traffic Calming Plan for Bowling Green Drive

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
BOWLING GREEN DRIVE
PROVIDENCE DISTRICT**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

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

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

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

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

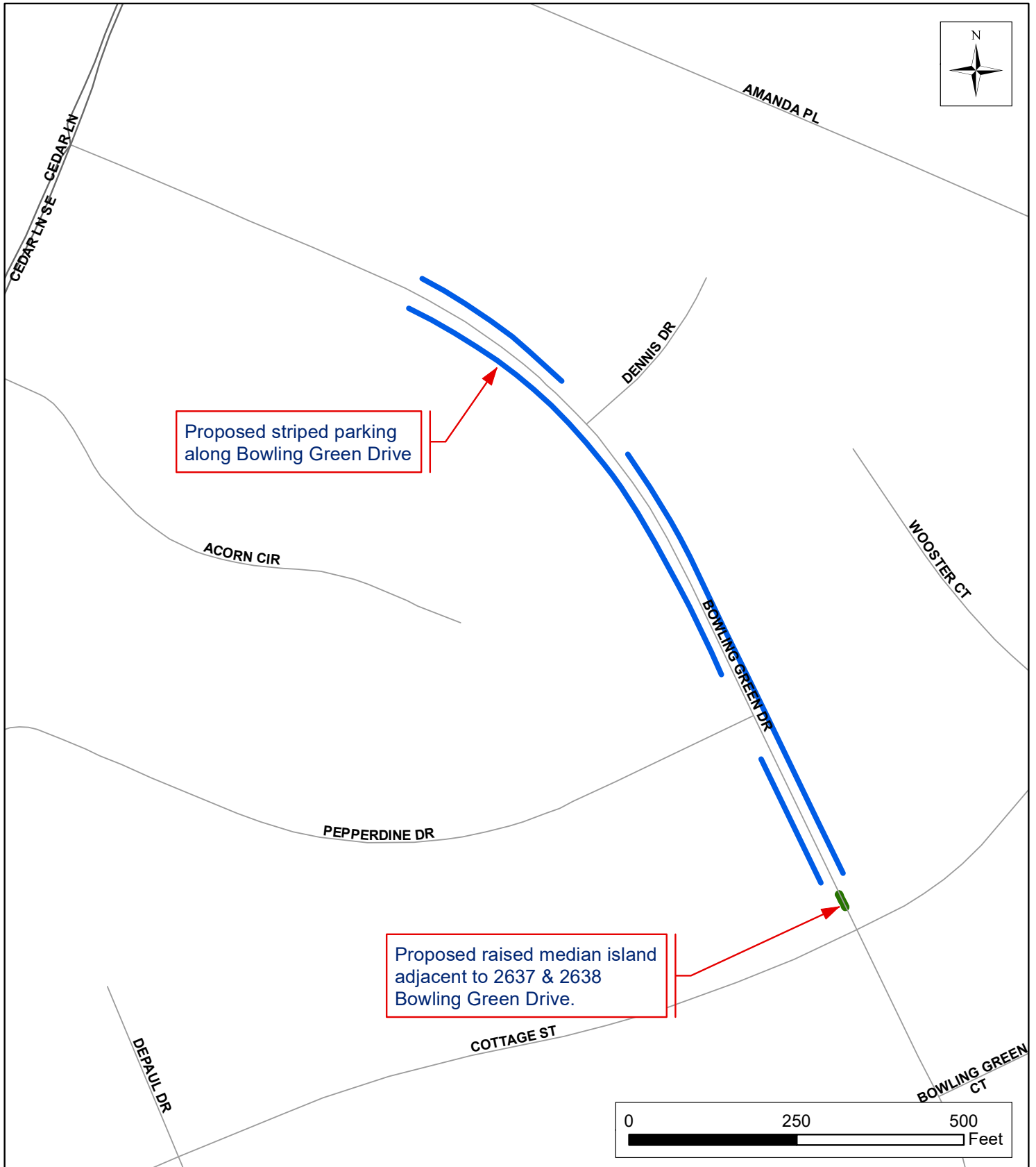
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 25th day of January, 2022.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 49-1

December 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Bowling Green Drive
Providence District**



ADMINISTRATIVE - 2

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Torrence Street (Springfield District)

ISSUE:

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

RECOMMENDATION:

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

- Torrence Street, between Shiplett Boulevard and Old Keene Mill Road (Springfield District)

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

TIMING:

Board action is requested on January 25, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

Torrence Street, between Shiplett Boulevard and Old Keene Mill Road (Springfield District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On November 16, 2021, FCDOT received verification from the Springfield District Supervisor’s office confirming community support.

Board Agenda Item
January 25, 2022

FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Torrence Street

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Torrence Street

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
TORRENCE STREET
SPRINGFIELD DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Torrence Street from Shiplett Boulevard to Old Keene Mill Road. Such road also being identified as a Local Road; and

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

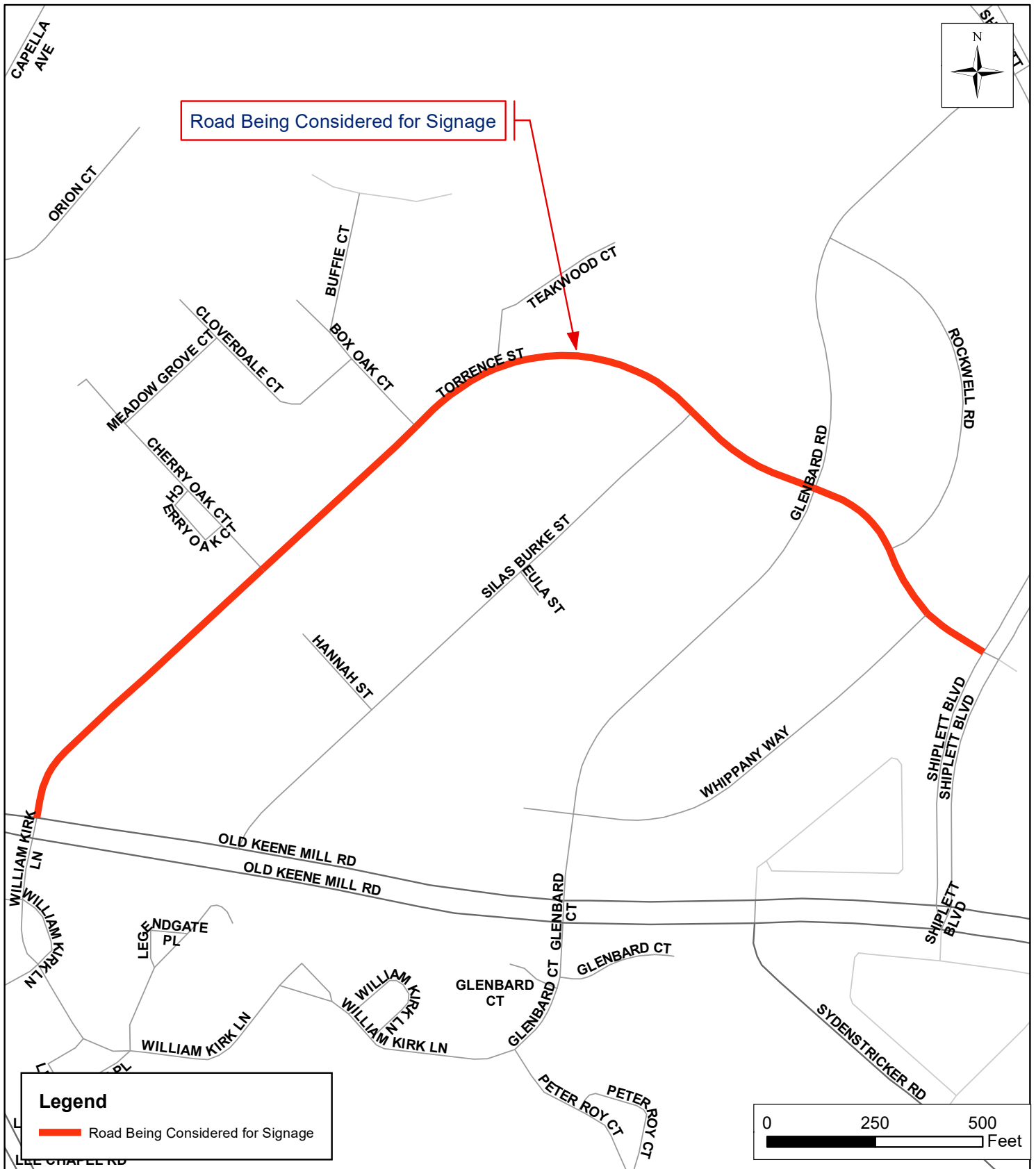
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Torrence Street from Shiplett Boulevard to Old Keene Mill Road.

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

ADOPTED this 25th day of January, 2022.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 78-3, 78-4, 88-1, 88-2

November 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Torrence Street
Springfield District**



ADMINISTRATIVE - 3

Authorization to Advertise Comprehensive Plan and Zoning Ordinance Amendments and a Board-Initiated Rezoning to Consider Establishing Boundaries and Regulations for a Hollin Hills Historic Overlay District (Mount Vernon District)

ISSUE:

The establishment of the proposed Hollin Hills Historic Overlay District (HOD) requires Planning Commission and Board of Supervisors consideration of a Comprehensive Plan Amendment to reflect the HOD designation in the Comprehensive Plan, a Zoning Ordinance text amendment to establish the regulations applicable to the proposed Hollin Hills HOD, and a rezoning (zoning map amendment) to establish the proposed boundaries of the Hollin Hills HOD. A Board resolution is required to authorize advertisement of the public hearings during which these amendments, including the rezoning will be considered. The Comprehensive Plan Amendment was previously authorized by the Board on [July 31, 2018](#). If considered, the amendments will proceed concurrently for public hearings.

RECOMMENDATION:

The County Executive recommends the Board adopt the Resolution set forth in Attachment 1.

TIMING:

Board action is requested on January 25, 2022, to provide sufficient time to advertise public hearings for the Comprehensive Plan Amendment, Zoning Ordinance text amendment, and the rezoning before the Planning Commission on February 23, 2022, at 7:30 p.m., and before the Board of Supervisors on March 8, 2022, at 4:00 p.m.

BACKGROUND:

The Hollin Hills Subdivision in the Mount Vernon District was one of the first planned developments of contemporary architecture in the Washington metropolitan area, and one of the earliest subdivisions of its type in Virginia. The neighborhood was developed between 1949 and 1971. The proposed Hollin Hills HOD includes 493 separate properties, most developed with single-family residential dwellings zoned R-2. Other properties within the Hollin Hills HOD are owned by the Civic Association of Hollin Hills, the Fairfax County Park Authority and the Board of Supervisors. The neighborhood was

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listed on the County Inventory of Historic Sites on September 12, 1972 and was listed in the National Register of Historic Places on September 30, 2013.

The Board directed staff to evaluate the establishment of a Hollin Hills HOD on [July 31, 2018](#), citing Hollin Hills' important architectural and site design significance as a unique type of community development in Fairfax County. Since that time, staff conducted research and site visits to document the current condition of each dwelling in the neighborhood and any modifications made to the original structures using photographs taken from the street. Staff also conducted community outreach meetings and collaborated with a community work group comprised of Hollin Hills property owners, members of the Architectural Review Board, and members of the Fairfax County History Commission for input on the proposed Hollin Hills HOD. Draft text of the Zoning Ordinance amendment and a draft copy of the design guidelines were also shared multiple times with the work group and the greater Hollin Hills community in January 2021 and in August 2021 to gather feedback on the proposal. Staff outreach to the community sought input on the creation and analysis of the potential Hollin Hills HOD including the proposed district boundary, the proposed provisions to be included in the Zoning Ordinance, and recommendations to be included in the proposed design guidelines.

This Board Item seeks Board approval of a resolution to initiate and authorize advertisement of amendments to the Comprehensive Plan and Zoning Ordinance text and map (including a rezoning) to establish a Hollin Hills HOD. A staff report with more detailed discussion on the proposed Comprehensive Plan amendment text, the proposed Zoning Ordinance amendment text, , and rezoning will be published on the [County's website](#) in early February of 2022, providing sufficient time for additional community input prior to the public hearing dates for Planning Commission on February 23, 2022, and the Board on March 8, 2022.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution

Attachment 2 – Board Matter from July 31, 2018

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STAFF:

Rachel Flynn, Deputy County Executive
Leslie B. Johnson, Zoning Administrator, DPD
Leanna Hush O'Donnell, Director, Planning Division, DPD
Tracy D. Strunk, Director, Zoning Evaluation Division, DPD
Laura B. Arseneau, Branch Chief, Heritage Resources and Plan Development, DPD
William Mayland, Deputy Zoning Administrator, DPD
Catherine Lewis, Branch Chief, Zoning Evaluation Division, DPD
Lily Yegazu, Principal Planner, Zoning Administration Division, DPD

ASSIGNED COUNSEL:

Cherie L. Halyard, Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center Building, Fairfax, Virginia, on January 25, 2022, at which meeting a quorum was present and voting, the Board of Supervisors adopted the following resolution:

WHEREAS, the Hollin Hills neighborhood in Mount Vernon District was one of the first planned developments of contemporary architecture in the Washington metropolitan area, and was developed between 1949 and 1971; and

WHEREAS, the Hollin Hills neighborhood was listed on the County Inventory of Historic Sites on September 12, 1972, and was listed in the National Register of Historic Places on September 30, 2013; and

WHEREAS, it is appropriate for the County to consider the establishment of a Historic Overlay District (“HOD”) for Hollin Hills, due to its historic, cultural, and architectural significance in Fairfax County; and

WHEREAS, on July 31, 2018, the Board directed staff to prepare a report to evaluate the proposal to create a Hollin Hills HOD and, if recommended by the report, to initiate an amendment to the Fairfax County Comprehensive Plan and Zoning Ordinance (Chapter 112.1 of the County Code) to establish and create the boundaries of a HOD in the Hollin Hills neighborhood; and

WHEREAS, by adoption of this Resolution, the Board directs staff to prepare, and advertise public hearings on a proposed amendment to the Comprehensive Plan as well text and map amendments to the Zoning Ordinance, to include a Board-initiated rezoning, to establish boundaries and regulations for a Hollin Hills HOD along with appropriate use regulations; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of proposed amendments to the Comprehensive Plan and the Zoning Ordinance text and map; and

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and for the reasons stated in the January 25, 2022, Board Item and the July 31, 2018, Board matter and motion, the Board of Supervisors authorizes the advertisement of the public hearings during which the Planning Commission and the Board will consider the proposed Comprehensive Plan and Zoning Ordinance amendments, including a Board-initiated rezoning. The Board further authorizes the County Executive, Bryan J. Hill, or his designee, to act as agent for the County for all matters concerning these amendments.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

43. **POSSIBLE ESTABLISHMENT OF A HOLLIN HILLS HISTORIC OVERLAY DISTRICT (MOUNT VERNON DISTRICT)** (1:12 p.m.)

Supervisor Storck said that the Hollin Hills Subdivision in the Mount Vernon District was the first planned development of modern architecture in the Washington Metropolitan area and one of the earliest subdivisions of its type in Virginia. Developed between 1949 and 1971, the 326-acre residential neighborhood has 463 single family dwellings. The subdivision was listed as a historic district in the County Inventory of Historic Sites on September 12, 1972, and was listed in the National Register of Historic Places on September 30, 2013. The National Register map is attached to his written Board Matter for reference.

Supervisor Storck noted that Charles Goodman served as the architect for the vast majority of the houses, with developer and builder Robert Davenport designing two models. Landscape designer Lou Bernard Voigt, followed by Daniel Urban Kiley and Eric Paepcke, provided amenable property owners with a plan that harmonized the contours of the land and highlighted each building's individual design and siting.

The National Register nomination notes that Hollin Hills was “a true experimental laboratory for an architect who sought to create a diversity of architectural expression that honors both the land and its residents.” Hollin Hills provided a low-cost way to offer high-quality housing to broad populations; blurred the traditional relationship between indoors and out; tested the potentialities of natural setting and modular construction; and explored the freedom of the open floor plan.

Supervisor Storck expressed his belief that it is appropriate for the County to consider the establishment of a Hollin Hills Historic Overlay District (HD) due to its important architectural and land design significance to the character of Fairfax County.

Therefore, Supervisor Storck moved that the Board direct staff to evaluate the establishment of a Historic Overlay District for Hollin Hills, which will include but is not limited to the following:

- As required by Paragraph 3 of Section 7-203 of the Zoning Ordinance (ZO), prepare a written report and ensure that the resultant report is coordinated with all appropriate Boards, Authorities, and Commissions
- Initiate an amendment to the ZO to establish the Historic Overlay District, if recommended by the report. This amendment should be added as a Priority 1 item to the ZO Amendment Work Program
- Prepare an amendment to the Comprehensive Plan for any map and text changes that may result from this process

- Initiate a Board's own rezoning to create the boundaries of the district, if such is recommended by the report

Chairman Bulova seconded the motion and it carried by unanimous vote.

44. **CONCURRENT PROCESSING OF SPECIAL EXCEPTION AMENDMENT AND 2232/FEAURE SHOWN TO PERMIT THE DEVELOPMENT OF THE LORTON COMMUNITY CENTER (MOUNT VERNON DISTRICT)** (1:16 p.m.)

Supervisor Storck said that the new Lorton Community Center was approved as part of the Human Services and Community Development Bond Referendum in November, 2016. The facility will include space for the Lorton Community Action Center (LCAC), as the Murphy House/trailer currently used by the LCAC will be demolished, and the Lorton Senior Center, is currently operating in leased space. The site for the Lorton Community Center has been identified adjacent to the Lorton Community Library at 9518 Richmond Highway, which is located at Tax Map 107-4 ((1)) 34. This long-anticipated facility will provide a broad array of services, programs and activities for individuals of all ages and abilities throughout the community and complement the services provided by the adjacent Lorton Community Library. It is anticipated by the residents of the Mount Vernon District, especially in this rapidly changing corridor.

County staff is currently finalizing the schematic designs for the new community center building and related site work.

Therefore, Supervisor Storck moved that the Board initiate the following concurrent processing:

- A Board's Own Motion Special Exception Plan Amendment for the Lorton Community Action Center
- The determination under Section 15.2-2232 of the Code of Virginia to facilitate the construction of Phase I - New Community Center and Phase II – Renovation/Expansion of the existing Library
- All related site and building plan applications be processed expeditiously

Supervisor Storck further moved that the Board authorize the following individuals to act as agents on the Board's behalf, for all actions associated with these applications:

- Bryan J. Hill, County Executive

ADMINISTRATIVE - 4

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

ISSUE:

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

RECOMMENDATION:

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

- Fort Hunt Road, between Belle View Boulevard and Sherwood Hall Lane/Morningside Lane (Mount Vernon District)

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

TIMING:

Board action is requested on January 25, 2022, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

Fort Hunt Road, between Belle View Boulevard and Sherwood Hall Lane/Morningside Lane (Mount Vernon District), meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On December 6, 2021, FCDOT received verification from the Mount Vernon District Supervisor’s office confirming community support.

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FISCAL IMPACT:

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

ENCLOSED DOCUMENTS:

Attachment I: “\$200 Additional Fine for Speeding” Signs Resolution – Fort Hunt Road

Attachment II: Area Map of Proposed “\$200 Additional Fine for Speeding” Signs – Fort Hunt Road

STAFF:

Rachel Flynn, Deputy County Executive

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

Gregg Steverson, Deputy Director, FCDOT

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
FORT HUNT ROAD
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, January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Fort Hunt Road from Belle View Boulevard to Sherwood Hall Lane/Morningside Lane. Such road also being identified as a Minor Arterial Road; and

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

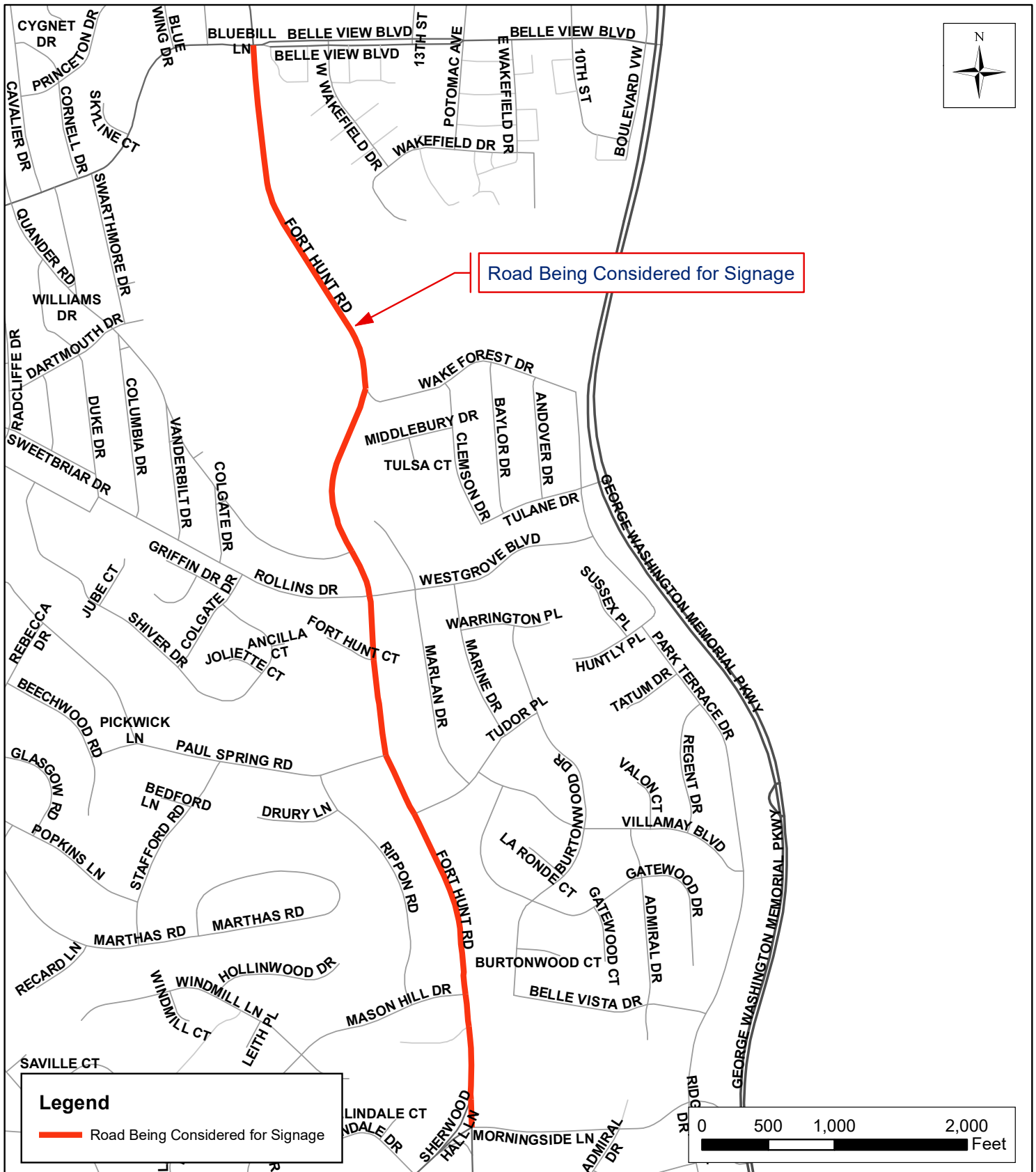
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Fort Hunt Road from Belle View Boulevard to Sherwood Hall Lane/Morningside Lane.

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

ADOPTED this 25th day of January, 2022.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 93-1, 93-2

October 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Proposed \$200 Additional Fine for Speeding
Fort Hunt Road
Mount Vernon District**



Board Agenda Item
January 25, 2022

ADMINISTRATIVE - 5

Proposed Addition of a Portion of Edmund Halley Drive to the Secondary System of State Highways (Hunter Mill District)

ISSUE:

Board adoption of the attached resolution requesting the addition of a portion of Edmund Halley Drive to the Secondary System of State Highways (Secondary System).

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment I) requesting that a portion of Edmund Halley Drive (Attachment II) be added to the Secondary System of State Highways (Secondary System).

TIMING:

Routine.

BACKGROUND:

The Fairfax County Department of Transportation (FCDOT) is requesting that a portion of Edmund Halley Drive be added to the Secondary System of State Highways (Secondary System) as part of the completion of Phase 2 of the Dulles Corridor Metrorail Project, a project for which Fairfax County is a funding partner. The formerly private street, Edmund Halley Drive, was improved with bike lanes, a trail, and a sidewalk to meet Fairfax County Comprehensive Plan requirements and was widened and improved to meet VDOT standards for public street acceptance as part of the Dulles Corridor Metrorail Project. Edmund Halley Drive provides access to the future Reston Town Center Metrorail Station from Sunrise Valley Drive.

Pursuant to Virginia Code Section 33.2-705 of The Code of Virginia of 1950, as amended, FCDOT requests Board adoption of the attached resolution to facilitate acceptance of the portion of Edmund Halley Drive (Attachment III) into the Secondary System of State Highways.

FISCAL IMPACT:

None.

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ENCLOSED DOCUMENTS:

Attachment I: Resolution
Attachment II: Location Map
Attachment III: Preliminary Plat Depicting the Addition
Attachment IV: Board of Supervisors Form

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Gregg Steverson, Deputy Director, FCDOT
Jeffrey Hermann, Division Chief, FCDOT
Martha Coello, Division Chief, FCDOT
Greg Fuller, Jr., Section Chief, FCDOT
Michelle Guthrie, FCDOT
Jeffrey Edmondson, FCDOT

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center in Fairfax, Virginia, on January 25, 2022, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Board of Supervisors requests acceptance of Edmund Halley Drive into the Secondary System of State Highways; and

WHEREAS, the construction and improvement of said portion of Edmund Halley Drive is complete;

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

The portion of Edmund Halley Drive as indicated and as shown on the Plat titled “Exhibit Showing Edmund Halley Drive” and dated February 18, 2020, inserted as Attachment III of this document, with a total of 0.25 miles

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

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Edmund Halley Drive

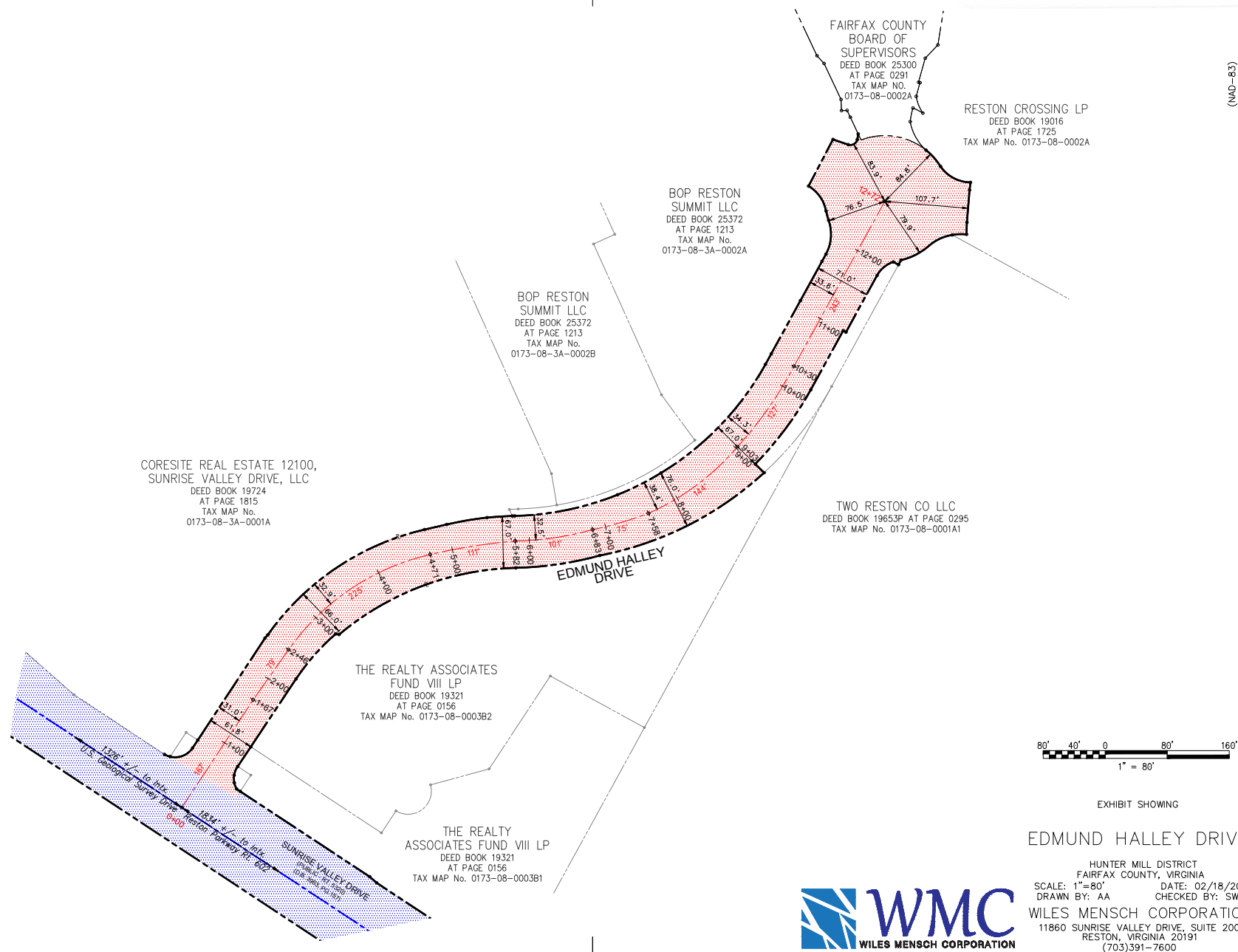
Hunter Mill District

ATTACHMENT II



Tax Map Number: 17-3

*** Symbol Denotes Area of Street to be Accepted**



Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		PLAN NUMBER: N/A (Dulles Corridor Metrorail Project, Phase 2)	
		SUBDIVISION PLAT NAME: Reston Town Center Station Site Plan- South	
		COUNTY MAGISTERIAL DISTRICT: Hunter Mill	
VDOT PERMITS MANAGER: BY: _____		FOR OFFICIAL USE ONLY VDOT INSPECTION APPROVAL DATE: _____	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Edmund Halley Drive	Centerline of intersection with Sunrise Valley Drive/Rte 5320, at 1834' NW from CL Reston Parkway/Route 602	1355'9" from CL Rte 5320 to End of Cul de Sac	0.25
NOTES:			TOTALS:
1200' of 5' concrete sidewalk on S side to be maintained by VDOT			0.25
1200' of asphalt trail to be maintained by Fairfax			
30' of SW at pedestrian connection to County Kiss and Ride to be maintained by Fairfax			

ADMINISTRATIVE - 6

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Bangor Drive and Fairhaven Avenue (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 Bangor Drive and Fairhaven Avenue (Attachment I and Attachment II) consisting of the following:

- One speed hump on Bangor Drive (Mount Vernon District)
- Two speed humps on Fairhaven Avenue (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 January 25, 2022, 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.

Board Agenda Item
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On November 23, 2021, FCDOT received verification from the Mount Vernon District Supervisor's Office confirming community support for the Bangor Drive and Fairhaven Avenue traffic calming plan.

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 Bangor Drive and Fairhaven Avenue

Attachment II: Traffic Calming Plan for Bangor Drive and Fairhaven Avenue

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
BANGOR DRIVE AND FAIRHAVEN AVENUE
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, January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Bangor Drive and Fairhaven Avenue 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

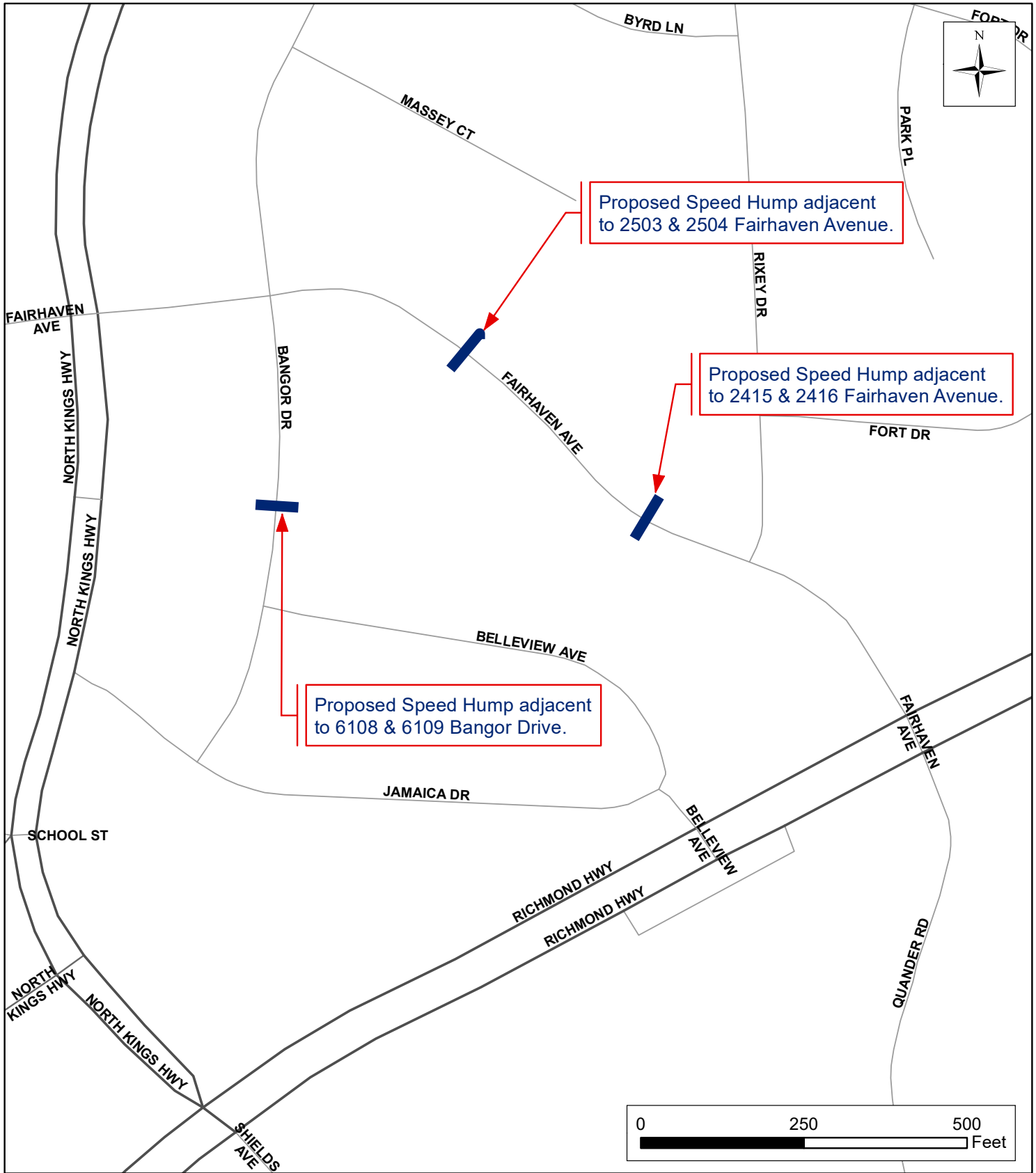
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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 Bangor Drive and Fairhaven Avenue as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 25th day of January, 2022.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 83-3

December 2021

**Fairfax County Department of Transportation
Residential Traffic Administration Program
Traffic Calming Plan
Bangor Drive and Fairhaven Avenue
Mount Vernon District**



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ADMINISTRATIVE - 7

Streets into the Secondary System (Sully and Providence Districts)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Reserve at Walney Park	Sully	Walney Park Drive
Woodson Reserve	Providence	Arlington Boulevard Service Drive Silvan Woods Drive Silvan Woods Court

TIMING:

Routine.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Forms

STAFF:

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

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. PLAN NUMBER: 9862-SD-002 SUBDIVISION PLAT NAME: Reserve at Walney Park COUNTY MAGISTERIAL DISTRICT: Sully	
ENGINEERING MANAGER: Robert Burton BY: <u>Nadia Alphonse</u>		FOR OFFICIAL USE ONLY DATE OF VDOT INSPECTION APPROVAL: <u>10/29/2021</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Walney Park Drive	Existing Walney Park Drive, Route 7704 - 208' E CL Autumn Glory Way, Route 8932	556' E to End of Cul-de-Sac	0.11
NOTES:			TOTALS:
5' Concrete Sidewalk on North Side to be maintained by VDOT			0.11

Street Acceptance Form For Board Of Supervisors Resolution

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.	
		PLAN NUMBER: 0862-SD-001	
		SUBDIVISION PLAT NAME: Woodson Reserve	
		COUNTY MAGISTERIAL DISTRICT: Providence	
VDOT PERMITS MANAGER: Robert Burton BY: <u>Nadia Alphonse</u>		FOR OFFICIAL USE ONLY VDOT INSPECTION APPROVAL DATE: <u>10/28/2021</u>	
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Arlington Boulevard Service Drive	CL Barkley Drive, Route 979 - 90' S CL Arlington Boulevard, Route 50	648' W to CL Silvan Woods Drive	0.12
Silvan Woods Drive	CL Arlington Boulevard Service Drive - 648' W CL Barkley Drive, Route 979	1,083' S to End of Cul-de-Sac	0.21
Silvan Woods Court	CL Silvan Woods Drive - 344' S CL Arlington Boulevard Service Drive	255' E to End of Cul-de-Sac	0.05
NOTES:			TOTALS:
Arlington Boulevard Service Drive: 6' Asphalt Trail on South Side to be maintained by Fairfax County			0.38
Silvan Woods Drive: 5' Concrete Sidewalk on Both Sides to be maintained by VDOT			
Silvan Woods Court: 5' Concrete Sidewalk on Both Sides to be maintained by VDOT			

ADMINISTRATIVE - 8

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant

ISSUE:

Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of \$131,024. Funding will be used to purchase 11 White Phosphorous Night Vision Goggle Systems (NVGS) for the SWAT Team and Canine Unit in order to better enable movement and threat identification in very low light situations. The grant period for this award is October 1, 2020, to September 30, 2024. No Local Cash Match is required. This grant is an ongoing award that the Police Department receives annually and is included in the FY 2022 Adopted Budget Plan; however, a Board item is required in order to meet grantor requirements. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively per Board policy. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Police Department to apply for and accept funding, if received, from the U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant in the amount of \$131,024. Funding will be used to purchase 11 White Phosphorous Night Vision Goggle Systems for the SWAT Team and Canine Unit in order to better enable movement and threat identification in very low light situations. No new positions will be created with this grant and no Local Cash Match is required. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements including but not limited to Federal Subaward Agreements, on behalf of the County.

Board Agenda Item
January 25, 2022

TIMING:

Board action is requested on January 25, 2022.

BACKGROUND:

The U.S. Department of Justice, Office of Justice Programs, Edward Byrne Memorial Justice Assistance Grant provides awards of federal funding to support a range of local program areas, including law enforcement equipment, technology improvements, and crime prevention programs. The Fairfax County Police Department's SWAT Team and Canine Unit often find themselves conducting operations in low to no light situations. Currently, the units are outfitted with generation three Night Vision Goggle Systems. NVGS better enable movement and threat identification in very low light situations, adding an element of safety that could not be accomplished utilizing the naked eye or white light.

The NVGS currently in use project an image of varying hues of green and black. They are inherently prone to creating shadowed images in order to differentiate between lighter and darker areas, such as wooded environments. Although the technology greatly enhances what the operator can see in low light situations, the technology is outdated and has its limitations.

The officers assigned to these units are deployed on a multitude of different events including, but not limited to, hostage/barricade situations, search warrants, searching for dangerous fleeing suspects, and searching for critical missing individuals. When engaged in these various operations, it is quite common for officers to move quickly from well-lit areas into unlit dark areas, whether on the interior of a building or overgrown wooded areas.

The current NVGS in use by the SWAT Team and Canine Unit make it difficult to navigate due to the varying hues and shadowing as mentioned above. As a matter of fact, several Canine operators have been injured when tracking suspects while utilizing their current NVGS.

The FCPD applies for and receives this award annually; however, as part of the grant application process and in accordance with the special conditions of the Justice Assistance Grant program, the grant application must be made available for review by the governing body of the local government during a scheduled meeting open to the public. The application must also be made available to provide an opportunity for citizens to comment. The grant will be made available to the public at the Board meeting as part of this administrative item to comply with the above requirement. This process has satisfied the Department of Justice's requirements in previous grant

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application cycles. The funding associated with this application will continue to support FCPD equipment needs and initiatives.

FISCAL IMPACT:

Grant funding in the amount of \$131,024 is being requested to purchase 11 White Phosphorous Night Vision Goggle Systems for the SWAT Team and Canine Unit in order to better enable movement and threat identification in very low light situations. No Local Cash Match is required. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for anticipated grant awards in FY 2022. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Program Narrative of the Grant Application

STAFF:

Kevin Davis, Chief of Police

Department of Criminal Justice Services – Justice Assistance Grant NarrativeByrne Memorial Justice Assistance Grant Program: Local Solicitation 2021

Program Narrative**White Phosphorous Night Vision Goggle Systems for Canine Unit and SWAT \$131,021****A.) Statement of the Problem**

The Fairfax County Police Department's (FCPD) SWAT Team and Canine Unit often find themselves conducting operations in low to no light situations. Currently, the units are outfitted with generation three Night Vision Goggle Systems (NVGS). NVGS better enable movement and threat identification in very low light situations, adding an element of safety that could not be accomplished utilizing the naked eye or white light.

The NVGS currently in use project an image of varying hues of green and black. They are inherently prone to creating shadowed images in order to differentiate between lighter and darker areas, such as wooded environments. Although the technology greatly enhances what the operator can see in low light situations, the technology is outdated and has its limitations.

The officers assigned to these units are deployed on a multitude of different events including, but not limited to, hostage/barricade situations, search warrants, searching for dangerous fleeing suspects, and searching for critical missing individuals. When engaged in these various operations, it is quite common for officers to move quickly from well-lit areas into unlit dark areas, whether on the interior of a building or overgrown wooded areas.

The current NVGS in use by the SWAT Team and Canine Unit make it difficult to navigate due to the varying hues and shadowing as mentioned above. As a matter of fact, several Canine operators have been injured when tracking suspects while utilizing their current NVGS.

B.) Project Design and Implementation

The main goal of purchasing the White Phosphorous NVGS for the FCPD SWAT Team and Canine Unit will be to enhance the officer's ability to safely navigate unknown locations and treacherous terrain in darkness.

The White Phosphorous NVGS provide a more natural black and white image that make it easier for the human eye to see in greater detail. What was previously hidden in the shadows with the current generation three NVGS comes to light with the White Phosphorous NVGS.

In today's climate of intense public scrutiny over use of force utilization by law enforcement, correct identification of the target is paramount. The White Phosphorus NVGS will allow officers to identify threats quicker and from a safer distance. This will allow Officers to seek cover more quickly, issue verbal commands, and deescalate a potentially dangerous situation.

C.) Capabilities and Competencies

The FCPD SWAT Team and Canine Unit are often called upon for mutual aid by other state and local law enforcement agencies for assistance. Whenever the FCPD SWAT Team or

Department of Criminal Justice Services – Justice Assistance Grant Narrative

Byrne Memorial Justice Assistance Grant Program: Local Solicitation 2021

Canine Unit respond to outside jurisdictions to for mutual aid assistance they utilize their issued equipment, to include their NVGS. Should the grant to purchase the White Phosphorous NVGS be awarded to FCPD, they would be utilized not only within Fairfax County's jurisdictional boundaries, but throughout the state when mutual aid is requested.

D.) Impact/Outcomes and Evaluations

After acceptance of the grant award, assigned departmental staff will utilize accepted financial practices to establish a grant-funded appropriation in the county financial system. Staff will establish appropriate purchase orders/contracts for the acquisition of the White Phosphorous NVGS. Approved items will be acquired, and the use of the equipment will be implemented immediately.

An evaluation as to the impact of the newly acquired equipment will be conducted on a yearly basis by the grant manager. This will help us to determine the effectiveness of the equipment at keeping officers and community members safe, along with the successes of utilizing the requested equipment.

ADMINISTRATIVE - 9

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Little River Turnpike Walkway (Westbound) from High Place to Pinecrest Parkway (Mason District)

ISSUE:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Little River Turnpike Walkway (Westbound) From High Place to Pinecrest Parkway, in Project 5G25-060-000, Pedestrian Improvements – 2014 in Fund 30050, Transportation Improvements.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for February 22, 2022, at 4:00 p.m.

TIMING:

Board action is requested on January 25, 2022, 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 the construction of pedestrian improvements along the northern side of Little River Turnpike, Route 236, to include an 8-foot walkway including Americans with Disabilities Act (ADA) compliant crosswalks and curb ramps. Improvements will also be made to the pedestrian crossing and existing bus stop located on the southern side of Little River Turnpike, Route 236, located at Conwell Drive.

Acquired land rights for these improvements are required on seven properties, three of which have been acquired by the Land Acquisition Division. The construction of this project requires the acquisition of deeds of dedication and grading agreement and temporary construction easements, Dominion utility easements and Verizon utility 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

Board Agenda Item
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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 5G25-060-000 – Pedestrian Improvements – 2014 in Fund 30050, Transportation Improvements. This project is included in the FY 2022 – FY 2026 Adopted Capital Improvement Program (with future Fiscal Years to FY 2031). 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 S. Herington, Director, Department of Public Works and Environmental Services (DPWES)
Carey F. Needham, Deputy Director, DPWES, Capital Facilities
Tom Biesiadny, Director, Fairfax County Department of Transportation

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



Little River Tnpk Walkway - E. Roberts Ave-W. Roberts Ave

Project: 5G25-060-043

Mason District

Tax Map: 071-2

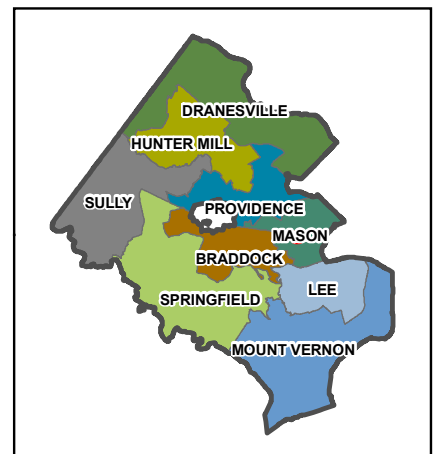
Affected Properties:



Proposed Improvements:



0 0.0225 0.045 0.09
Miles



ATTACHMENT B

LISTING OF AFFECTED PROPERTIES
Project 5G25-060-043
Little River Turnpike Walkway - E of Roberts Ave - W of Roberts Ave
(Mason District)

PROPERTY OWNER(S)

- | | |
|---|-----------------|
| 1. Z and U Associates, LLC | 071-2-05-0001 |
| Address:
6812 Little River Turnpike
Annandale, VA 22003 | |
| 2. Suk-Hwan Kim | 071-2-05-0016 |
| Address:
4417 Roberts Avenue
Annandale, VA 22003 | |
| 3. Pinecrest Heights, Community Association | 071-2-22-0000A1 |
| Address:
4450 Pinecrest Parkway
Annandale, VA 22003 | |
| 4. Council of Co-Owners of Terrace of Annandale | 071-2-23-CONDO |
| Address:
Conwell Drive
Annandale, VA 22003 | |

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ADMINISTRATIVE - 10

Street into the Secondary System (Mount Vernon District)

ISSUE:

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

RECOMMENDATION:

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

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

TIMING:

Routine.

BACKGROUND:

Updated inspection information has been provided by the Virginia Department of Transportation for this street, and the street is recommended for acceptance into the State Secondary System.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Form

STAFF:

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

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.		VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM. PLAN NUMBER: 24883-SD-001 SUBDIVISION PLAT NAME: Leatherland Property COUNTY MAGISTERIAL DISTRICT: Mount Vernon	
ENGINEERING MANAGER: Robert H. Burton BY: <u>Nadia Alphonse</u>		FOR OFFICIAL USE ONLY DATE OF VDOT INSPECTION APPROVAL: <u>08/23/2021</u>	

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Dublee Court	CL Winstead Manor Lane, Route 10107 - 257' NW Telegraph Road, Route 611	488' SW to End of Cul-de-Sac	0.09
TOTALS:			0.09
NOTES:			
Dublee Court: 475' of 5' Concrete Sidewalk on Both Sides to be maintained by VDOT			

ADMINISTRATIVE - 11

Authorization to Advertise a Public Hearing to Consider Amendments to *The Code of the County of Fairfax Virginia*, Chapter 119 (Grass or Lawn Area) to Establish Regulations on Running Bamboo and to Add a New Article 4 to Establish Civil Penalties

ISSUE:

Authorization to advertise a public hearing to consider an amendment to *The Code of the County of Fairfax Virginia* (County Code), Chapter 119 and to add a new Article 4.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the advertisement of a public hearing on February 22, 2022, at 3:30 p.m., to consider the adoption of the ordinance as set forth in Attachment 2.

TIMING:

Board action is required on January 25, 2022, to provide sufficient time to advertise the public hearing on February 22, 2022.

BACKGROUND:

Running bamboo is an invasive species to Virginia that is characterized by aggressive spreading behavior. Virginia Code § 15.2-901.1 authorizes Fairfax County to adopt an ordinance to require property owners to contain running bamboo on their property and to impose civil penalties on property owners who allow running bamboo to spread to adjacent properties or any public right-of-way. Under this proposed ordinance amendment, the Department of Code Compliance (DCC) would be responsible for investigating complaints of uncontained running bamboo and seeking civil penalties against property owners who fail to contain their running bamboo after receiving reasonable notice. Civil penalties up to \$50 per business day would be sought for the failure to comply with a notice of violation. Civil penalties of \$200 per business day of violation would be sought if the property owner fails to comply with a notice of violation for a different set of operative facts within 12 months of the first violation. Total penalties may not exceed \$3,000 in a 12-month period for each set of operative facts.

This proposed ordinance amendment would be included in Chapter 119 of the County Code, which currently restricts the height of grass and associated growth. Chapter 119 would be renamed Vegetation to reflect the addition of restrictions related to

Board Agenda Item
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uncontained running bamboo. Chapter 119 would continue to govern the height of grass and associated growth.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1: Virginia Code § 15.2-901.1
Attachment 2: Proposed amendment to Chapter 119 of the Fairfax County Code

STAFF:
Rachel Flynn, Deputy County Executive
Jack Weyant, Director, Department of Code Compliance (DCC)
Matthew Mertz, Code Specialist III, DCC

ASSIGNED COUNSEL:
Sara Silverman, Assistant County Attorney

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 9. General Powers of Local Governments
 Article 1. Public Health and Safety; Nuisances

§ 15.2-901. Locality may provide for removal or disposal of trash and clutter, cutting of grass, weeds, and running bamboo; penalty in certain counties; penalty

A. Any locality may, by ordinance, provide that:

1. The owners of property therein shall, at such time or times as the governing body may prescribe, remove therefrom any and all trash, garbage, refuse, litter, clutter, except on land zoned for or in active farming operation, and other substances that might endanger the health or safety of other residents of such locality, or may, whenever the governing body deems it necessary, after reasonable notice, have such trash, garbage, refuse, litter, clutter, except on land zoned for or in active farming operation, and other like substances that might endanger the health of other residents of the locality removed by its own agents or employees, in which event the cost or expenses thereof shall be chargeable to and paid by the owners of such property and may be collected by the locality as taxes are collected. For purposes of this section, "clutter" includes mechanical equipment, household furniture, containers, and similar items that may be detrimental to the well-being of a community when they are left in public view for an extended period or are allowed to accumulate.

2. Trash, garbage, refuse, litter, clutter, except on land zoned for or in active farming operation, and other debris shall be disposed of in personally owned or privately owned receptacles that are provided for such use and for the use of the persons disposing of such matter or in authorized facilities provided for such purpose and in no other manner not authorized by law.

3. The owners of occupied or vacant developed or undeveloped property therein, including such property upon which buildings or other improvements are located, shall cut the grass, weeds, and other foreign growth, including running bamboo as defined in § 15.2-901.1, on such property or any part thereof at such time or times as the governing body shall prescribe, or may, whenever the governing body deems it necessary, after reasonable notice as determined by the locality, have such grass, weeds, or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected. For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice. No such ordinance adopted by any county shall have any force and effect within the corporate limits of any town. No such ordinance adopted by any county having a density of population of less than 500 per square mile shall have any force or effect except within the boundaries of platted subdivisions or any other areas zoned for residential, business, commercial, or industrial use. No such ordinance shall be applicable to land zoned for or in active farming operation. However, in any locality located in Planning District 6, no such ordinance shall be applicable to land zoned for agricultural use unless such lot is one acre or less in area and used for a residential purpose. In any locality within Planning District 23, such ordinance may also include provisions for cutting overgrown shrubs, trees, and other such vegetation.

4. The owners of any land, regardless of zoning classification, used for the interment of human remains shall cut the grass, weeds, and other foreign growth, including running bamboo as defined in § 15.2-901.1, on such property or any part thereof at such time or times as the governing body shall prescribe, or may, whenever the governing body deems it necessary, after reasonable notice as determined by the locality, have such grass, weeds, or other foreign growth cut by its agents or employees, in which event the cost and expenses thereof shall be chargeable to and paid by the owner of such property and may be collected by the locality as taxes are collected. For purposes of this provision, one written notice per growing season to the owner of record of the subject property shall be considered reasonable notice. No such ordinance shall be applicable to land owned by an individual, family, property owners' association as defined in § 55.1-1800, or church.

B. Every charge authorized by this section with which the owner of any such property shall have been assessed and which remains unpaid shall constitute a lien against such property ranking on a parity with liens for unpaid local real estate taxes and enforceable in the same manner as provided in Articles 3 (§ 58.1-3940 et seq.) and 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1. A locality may waive such liens in order to facilitate the sale of the property. Such liens may be waived only as to a purchaser who is unrelated by blood or marriage to the owner and who has no business association with the owner. All such liens shall remain a personal obligation of the owner of the property at the time the liens were imposed.

C. The governing body of any locality may by ordinance provide that violations of this section shall be subject to a civil penalty, not to exceed \$50 for the first violation, or violations arising from the same set of operative facts. The civil penalty for subsequent violations not arising from the same set of operative facts within 12 months of the first violation shall not exceed \$200. Each business day during which the same violation is found to have existed shall constitute a separate offense. In no event shall a series of specified violations arising from the same set of operative facts result in civil penalties that exceed a total of \$3,000 in a 12-month period.

D. Except as provided in this subsection, adoption of an ordinance pursuant to subsection C shall be in lieu of criminal penalties and shall preclude prosecution of such violation as a misdemeanor. The governing body of any locality may, however, by ordinance provide that such violations shall be a Class 3 misdemeanor in the event three civil penalties have previously been imposed on the same defendant for the same or similar violation, not arising from the same set of operative facts, within a 24-month period. Classifying such subsequent violations as criminal offenses shall preclude the imposition of civil penalties for the same violation.

Code 1950, § 15-14; 1962, cc. 400, 623, § 15.1-11; 1964, c. 31; 1968, c. 423; 1974, c. 655; 1978, c. 533; 1983, cc. 192, 390; 1990, c. 177; 1992, c. 649; 1994, c. 167; 1997, c. 587; 1999, c. 174; 2000, c. 740; 2001, c. 750; 2003, c. 829; 2006, c. 275; 2009, c. 446; 2010, cc. 161, 403, 641; 2011, cc. 542, 695; 2012, cc. 311, 403, 430, 431; 2013, cc. 189, 490, 508; 2014, cc. 383, 384, 385; 2017, cc. 118, 213, 392, 610; 2020, cc. 13, 136, 399, 597; 2021, Sp. Sess. I, c. 125.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

PROPOSED AMENDMENT

This proposed amendment is based on the County Code in effect as of January 7, 2022. If the Board of Supervisors adopts this amendment after adopting another proposed amendment that affects some of the numbering, order, or text arrangement of the paragraphs or sections in this amendment, the Clerk will administratively incorporate those clerical changes in the printed version of this amendment following Board adoption.

1 Amend Chapter 119, Grass or Lawn Area, to read as follows:

2

3 **CHAPTER 119. - ~~Grass or Lawn Area~~ Vegetation.**

4

5 **ARTICLE 1. - General Provisions.**

6

7 **Section 119-1-1. - Applicability.**

8 This Chapter shall be applicable to property within Fairfax County, which property is not
9 within the corporate limits of any town, and which property is neither zoned for nor in active
10 farming operation.

11 (a) The regulation of running bamboo applies to all property within Fairfax County.

12 (b) The regulation of grass and lawn areas applies to all property within Fairfax County

13 that is not within the corporate limits of any town and that is neither zoned for nor in
14 active farming operation.

15 (35-91-119.)

16 **Section 119-1-2. - Administration and enforcement.**

17 The Director ~~shall be~~ is responsible for the administration and enforcement of this
18 Chapter.

19 (35-91-119.)

20 **Section 119-1-3. - Severability.**

21 If any of the articles, sections, paragraphs, sentences, clauses, or phrases part of this
22 Chapter ~~shall be~~ is declared unconstitutional or invalid by the valid judgment or decree of a court
23 of competent jurisdiction, such unconstitutionality or invalidity ~~shall~~ will not affect the validity
24 of the Chapter in its entirety; or of any of the remaining articles, sections, paragraphs, sentences,
25 clauses, and phrases part.

26 (35-91-119.)

27 **ARTICLE 2. - Definitions.**

28 **Section 119-2-1. - Definitions.**

29 (a) "Grass or lawn area": ~~The words "grass or lawn area" shall include~~ means an area
30 of ground covered with grass and/or associated growth. Trees, shrubs, and cultivated
31 areas, including, but not limited to beds of ornamental grasses, ferns, fruits,
32 vegetables, herbs, spices, flowers, or wildflowers are specifically excluded from this
33 definition.

34 (b) "Owner": ~~The word "owner" shall include~~ means any persons holding title to any
35 property; any lessees, tenants, and/or principal occupants ~~of such property~~; having
36 care, custody, control, or management of ~~such~~ any property; and any ~~fiduciaries~~
37 fiduciary holding title to or having the care, custody, control, or management of ~~such~~
38 any property ~~for others~~.

39 (c) "Director": ~~The word "Director" shall~~ means the Director of the Department of Code
40 Compliance or his designee.

41 (d) "Running bamboo" means any bamboo that is characterized by aggressive spreading
42 behavior, including species in the genus Phyllostachys.

(e) “Bamboo owner” means any owner who permits running bamboo to grow or remain on the owner’s property, even if the bamboo has spread from an adjoining property or was planted by someone else. An owner on whose property running bamboo has spread is not a bamboo owner if that owner, on discovering the spreading bamboo, initiates and diligently pursues its removal, including through legal remedies.

(35-91-119; 3-01-119; 22-08-119; 30-17-119.)

ARTICLE 3. - Regulations and Procedures.

Section 119-3-1. - Prohibited grass or lawn area height. _

(a) *Developed Residential Property:* It ~~shall be~~ is unlawful for any owner of any ~~occupied developed~~ residential lot or parcel which is less than one-half acre (21,780 square feet) ~~or any vacant developed residential lot or parcel which is less than one-half acre (21,780 square feet)~~ to permit the growth on any grass or lawn area to ~~reach more than~~ exceed ~~twelve (12)~~ inches in height/~~length~~.

(b) *Undeveloped Residential Property:* It ~~shall be~~ is unlawful for any owner of any undeveloped residential lot or parcel which is less than one-half acre (21,780 square feet) and which is located within a recorded subdivision where ~~ninety percent (90%)~~ of the ~~lots~~ parcels have been developed to permit the growth of any grass or lawn area to ~~reach more than~~ exceed ~~twelve (12)~~ inches in height/~~length~~.

(c) *Commercial/Industrial Property:* It ~~shall be~~ is unlawful for any owner of any vacant developed commercial/~~or~~ industrial property to permit ~~the any~~ growth of any grass or lawn area ~~of more than~~ to exceed ~~twelve (12)~~ inches in height/~~length~~.

(d) *Exemptions:* Detention ponds; rights-of-way through residential, commercial, and industrial properties; park lands; and conservation and scenic easements approved by Fairfax County are ~~specifically exempt from the provisions of this Chapter.~~ (35-91-119.)

Section 119-3-2. - Containment of running bamboo.

(a) A bamboo owner must not allow running bamboo to spread from the bamboo owner's property to any public right-of-way or any adjoining property not owned by the bamboo owner.

(b) A bamboo owner must contain the running bamboo to keep it from spreading onto any public right-of-way or adjoining property not owned by the bamboo owner.

(c) Any barrier used as a containment measure must be:

(1) Impenetrable to running bamboo; and

(2) Installed at a sufficient depth to prevent the spread of running bamboo onto any public right-of-way or adjoining property not owned by the bamboo owner.

(d) A trench used as a containment measure must be a sufficient depth to prevent the spread of running bamboo onto any public right-of-way or adjoining property not owned by the bamboo owner.

Section ~~119-3-2~~ 119-3-3. - Reports of violations ~~of Section 119-3-1.~~

~~Any person aggrieved by the presence of~~ Complaints regarding grass or lawn area growth in violation of Section 119-3-1 or the spreading of or failure to contain running bamboo in violation of Section 119-3-2 may report such growth be reported to the Department of Code Compliance Code Enforcement Branch of Land Development Services of the Department of Public Works and Environmental Services. (35-91-119; 3-01-119; 22-08-119.)

87 **Section ~~119-3-3~~ 119-3-4. - Inspection and notice of violation.**

88 After inspection of a site, if a violation of Section 119-3-1 or 119-3-2 exists, the inspector
89 ~~shall~~ will ~~serve~~ deliver a notice of violation by posting ~~the notice of violation~~ it in a conspicuous
90 place ~~upon the land or premises~~ parcel where the violation exists and may ~~serve~~ deliver the
91 notice of violation to the owner in person or by certified or registered mail. If the inspector is
92 informed or has reason to believe that that parcel is vacant or the owner of record does not reside
93 on that parcel ~~the subject property~~, or if ~~the subject property is unoccupied~~, the notice of
94 violation ~~shall~~ will be posted in a conspicuous place ~~upon the land or premises~~ and sent by
95 certified or registered mail to the owner of record's last known address as shown on the Fairfax
96 County Tax Records. The notice of violation ~~shall~~ will direct the owner to ~~cut or cause to be cut~~
97 ~~the grass or lawn area in violation~~ comply with Section 119-3-1 within 14 days of ~~service~~ the
98 delivery of the notice of violation or with Section 113-3-2 within 30 days of the delivery of the
99 notice of violation. ~~After such notice of violation is served on the owner and such violation has~~
100 ~~not ceased within 14 days of service of the notice of violation, the Director may proceed to~~
101 ~~remedy the violation as provided in Section 119-3-4, unless the notice of violation has been~~
102 ~~appealed under Section 119-3-6.~~ (35-91-119; 3-01-119; 22-08-119.)

103 **Section - 119-3-5. Appeals.**

104 (a) If any owner is aggrieved by a decision of the Director that a property is in violation
105 of Section 119-3-1 or 119-3-2 and/or by a notice of violation issued under
106 Section 119-3-4, the owner may appeal to the County Executive within 10 days of
107 delivery of the notice of violation.

- (b) An appeal must be submitted to the Office of the County Executive, with a copy to the Director, and must include a written statement of the grounds for the appeal, including the grounds on which the owner is allegedly aggrieved.
- (c) The County Executive or the County Executive's designee will make a finding on the appeal based on the written statement provided by the owner and information provided by the Director.
- (d) Until the County Executive or the County Executive's designee has decided the appeal, no action may be taken under Section 119-3-6 or Article 4. (35-91-119; 22-08-119.)

Section - ~~119-3-4~~ 119-3-6. – Procedure ~~when notice to cut grass or lawn area is not complied with~~ after noncompliance with notice to cut grass or lawn area.

If the grass or lawn area is not cut within the time required by the notice of violation issued ~~pursuant to~~ under ~~Section 119-3-3~~ 119-3-4, the Director may ~~proceed to~~ have the noncomplying grass or lawn area cut. The costs and expenses for the cutting ~~shall~~ will be chargeable to ~~and paid by~~ the owner. ~~of such property. The cost and expenses may be collected by the County as taxes and levies are collected.~~ Unpaid costs and expenses constitute a lien against the parcel ranking on parity with liens for unpaid real estate taxes and enforceable in the same manner as provided in Articles 3 and 4 of Chapter 39 of Title 58.1 of the Virginia Code.

If ~~an~~ a timely appeal is filed under Section 119-3-5, ~~the noncomplying grass or lawn area shall~~ will not be cut ~~until~~ before the County Executive or the County Executive's designee makes a decision on the appeal ~~has been made by the County Executive.~~ (35-91-119; 3-01-119; 22-08-119.)

~~Section 119-3-5. Civil penalty.~~

~~Any violation of Section 119-3-1 may be punishable by a civil penalty of One Hundred Dollars (\$100.00). (35-91-119.)~~

~~Section 119-3-6. Appeals.~~

~~(a) Any owner who is aggrieved by the decision of the Director that a property is in violation of Section 119-3-1 and/or the notice to cut the noncomplying grass or lawn area pursuant to under Section 119-3-4 may, within ten 10 days of service delivery of the notice of violation, appeal to the County Executive or his designee.~~

~~(b) Appeals may be filed by submitting to the Office of the County Executive or his designee and a copy to the Director a written statement setting forth stating the grounds for the appeal.~~

~~(c) The County Executive or his designee shall will make a finding on the appeal based on the written statement provided by the property owner and information provided by the Director.~~

~~(d) Until the decision is made by the County Executive, no action shall may be taken pursuant to under Section 119-3-4. (35-91-119; 22-08-119.)~~

ARTICLE 4. - Civil Penalties.

Section 119-4-1. - Civil penalty for violation of Section 119-3-1.

Any violation of Section 119-3-1 is subject to a civil penalty of \$100.00.

149 **Section 119-4-2. - Civil penalty for violation of Section 119-3-2.**

150 Any violation of Section 119-3-2 is subject to a civil penalty of \$50 for the first violation
151 or violations arising from the same set of operative facts. The civil penalty for subsequent
152 violations not arising from the same set of operative facts within 12 months of the first violation
153 may not exceed \$200. Each business day during which the same violation is found to have
154 existed will constitute a separate offense. In no event will a series of specified violations arising
155 from the same set of operative facts result in civil penalties that exceed a total of \$3,000 in a
156 12-month period.

157 **Section 119-4-3. - Summons.**

158 Any summons for a civil penalty for any violation of Section 119-3-1 or 119-3-2 will be
159 filed in the General District Court.

160 **Section 119-4-4. - Civil penalties stayed by appeal.**

161 If a timely appeal is filed under Section 119-3-5, no summons for a civil penalty
162 regarding the appealed violation may be filed until the County Executive or the County
163 Executive's designee makes a decision on the appeal.

ADMINISTRATIVE - 12

Supplemental Appropriation Resolution AS 22184 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from Virginia Department of Behavioral Health and Developmental Services for Substance Abuse Block Grant Prevention Set Aside Services

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22184 for the Fairfax-Falls Church Community Services Board (CSB) to accept grant funding totaling \$174,000 from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) to implement and expand the Substance Abuse Block Grant (SABG) Prevention Set Aside Services, CAA Supplemental. Funding will be used to prevent substance use disorder by implementing an array of strategies including information dissemination, education, alternatives, problem ID and referral, community capacity building and environmental approaches that target individuals, communities and the environment and guided by the Strategic Prevention Framework (SPF) planning model. No Local Cash Match is required. DBHDS has allocated this supplemental funding to the Fairfax-Falls Church CSB through an Exhibit D of the Community Services Performance Contract. The Community Services Performance Contract was approved by the Board on July 27, 2021; however, this Board item is needed in order to appropriate funding in the Federal-State Grant Fund.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 22184 to accept funding from the DBHDS in the amount of \$174,000 to implement and expand the SABG Prevention Set Aside Services. There are no positions associated with this funding and no Local Cash Match is required.

TIMING:

Board approval is requested on January 25, 2022.

BACKGROUND:

The SABG Prevention Set Aside Services, CAA Supplemental funding was appropriated to Virginia from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). DBHDS

Board Agenda Item
January 25, 2022

serves as the pass-through entity and allocated the \$174,000 in supplemental funding to Fairfax-Falls Church CSB to prevent substance use disorder by implementing an array of strategies including information dissemination, education, alternatives, problem ID and referral, community capacity building and environmental approaches that target individuals, communities and the environment and guided by the Strategic Prevention Framework planning model.

FISCAL IMPACT:

Funding in the amount of \$174,000 is available from the Virginia Department of Behavioral Health and Developmental Services to prevent substance use disorder. No Local Cash Match is required. This grant does not allow for the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2022.

CREATION OF NEW POSITIONS:

There are no new positions associated with this funding.

ENCLOSED DOCUMENTS:

Attachment 1: DBHDS Exhibit D Award Summary

Attachment 2: Supplemental Appropriation Resolution AS 22184

STAFF:

Christopher A. Leonard, Deputy County Executive

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

Exhibit D: FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
FY22 Performance Measures for the Substance Abuse Block Grant- Prevention Set- Aside

This Agreement is between the Department of Behavioral Health and Developmental Services and the **Fairfax-Falls Church Community Services Board (“CSB” or “Subrecipient”)**, collectively hereinafter referred to as “the Parties”, entered into this Agreement to govern certain activities and responsibilities required for operating or contracting the **Substance Abuse Block Grant (SABG) Prevention Set Aside Services, CAA Supplemental**. This Agreement is attached to and made part of the performance contract by reference.

Purpose: The SABG Prevention Set Aside CAA Supplemental is intended to prevent Substance Use Disorders (SUD) by implementing an array of strategies including information dissemination, education, alternatives, problem ID and referral, community capacity building and environmental approaches that target individuals, communities and the environment and guided by the Strategic Prevention Framework (SPF) planning model.

SELECT GRANT (ONLY ONE GRANT PER EXHIBIT)	SAMHSA GRANTS
I. <input checked="" type="checkbox"/>	GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI083547 FEDERAL AWARD DATE: 3/11/2021 FEDERAL AWARDDING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: ____YES OR <input checked="" type="checkbox"/> _X_NO FEDERAL GRANT AWARD YEAR: NA AWARD PERIOD: 3/15/2021 – 3/14/2023

Term: This Agreement shall govern the performance of the Parties for the period of **August 1, 2021** through **March 10, 2023** (“Period of Performance”).

A. Scope of Services: The SABG Prevention Set Aside CAA Supplemental funds may be used to implement and expand the CSB logic models which support both local and state priorities as identified below and through CSB approved logic model and already submitted plan.

B. The CSB Responsibilities: In order to implement and expand the SABG Prevention Set Aside, the CSB agrees to comply with the following requirements.

1. General Capacity Requirements -

- a. Each CSB must complete an evaluation plan which is revised and approved annually and includes:
 - A logic model which includes all of the required priority strategies all CSBs must implement and any discretionary strategies the CSB has elected to implement.
 - A measurement plan documenting how all required metrics will be tracked and reported.
- b. All prevention programs, practices, and strategies must be evidence-based and approved by the DBHDS OBHW team. Only strategies that align with the state-identified priorities and/or the CSB’s logic model outcomes will be approved.
- c. Each CSB must maintain a license for the Performance-Based Prevention System (PBPS) and record all implemented strategies in the PBPS. The resources to support this have been added to the CSB base allocation.
- d. Each CSB must maintain a minimum of 1 FTE Prevention Lead position. This position leads and ensures compliance and implementation of all Prevention priority strategies.
- e. Prevention funding should be used for prevention staff to attend at least one national prevention-related conference per year. Any national conferences outside of the NPN Prevention Research Conference, NATCON, CADCA National or Mid-Year Conferences must have prior DBHDS approval. Each CSB receives \$3000 in their base allocation to help support this capacity building effort.

Exhibit D: FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
FY22 Performance Measures for the Substance Abuse Block Grant- Prevention Set- Aside

- f. Submit an annual budget for SABG Prevention Set Aside utilizing DBHDS' template.
- 2. Counter Tools -**
- a. The CSB shall conduct store audits of and merchant education with 100 percent of tobacco/nicotine retailers in its service area over a two-year period. Any retailer to be found in violation in the previous year is to be given priority for merchant education.
 - b. The CSB also must maintain and update a list of tobacco/nicotine retailers in its catchment area over the two-year period.
 - c. Data must be entered into the Counter Tools and PBPS systems.
 - d. The CSB base allocation includes \$10,000 for these strategies.
 - e. Tobacco education programs for youth with the goal of reducing prevalence of use are not to be identified as SYNAR activities.
- 3. ACEs Trainings -**
- a. All CSBs should ensure there are at least 2 ACEs master trainers in their catchment area at all times.
 - b. All CSBs must conduct at least 12 ACEs trainings annually.
 - c. All ACEs training data (including number of trainings held and number of people trained) must be reported in PBPS.
 - d. CSBs which are designated as Self-Healing Communities and are receiving additional funding to address ACEs must complete all items noted above and the following:
 - Maintain an ACEs self-healing community advisory committee made up of a cross-section of community partners, meets at least quarterly, reviews the Self-Healing Communities logic model and provides ongoing feedback and recommendations on how to best achieve the logic model goals.
 - Create a logic model specific to the ACEs work that is planned and implemented in the community.
 - Submit a quarterly report on all ACEs strategies and measures.
 - Engage in a local Trauma-Informed Community Network (TICN) or other trauma-centered coalition
- 4. Community Coalition Development -**
- a. The CSB shall be involved in a minimum of 6-10 coalition meetings a year.
 - b. The CSB should maintain membership in CADCA and/or CCoVA each year.
 - c. The CSB and its associated coalition should ensure youth engagement in the coalition either as a sub-group of the coalition or a separate youth coalition.
 - d. The CSB should maintain a social media presence to publicize prevention activities and messaging (Facebook page, Instagram, website, etc.) Websites should be updated monthly at a minimum and social media bi-weekly to ensure information and resources remain relevant and engages the community.
 - e. Every 2 years, each CSB must complete a coalition readiness assessment and an assessment of representation in the coalition of the following 12 sectors: youth; parents; businesses; media; school; youth-serving organizations; law enforcement; religious/fraternal organizations; civic and volunteer organizations; healthcare professionals; state, local and tribal governments; and other organizations involved in reducing illicit substance use.
- 5. MH/Suicide Prevention Trainings**
- a. The CSB shall work with the regional MH/suicide prevention team to provide a regionally developed suicide prevention plan using the Strategic Prevention Framework model.
 - b. The plan developed by the team shall identify suicide prevention policies and strategies. Strategies should be determined using the most current data and there should be strategies in the plan that are for the community as a whole as well as strategies that target subpopulations with the highest rates of suicide. The plan should also identify the CSB's marketing plan to ensure community groups (schools, faith groups, businesses, etc.) and community members are aware of the mental health and suicide prevention trainings the CSB is providing.
 - c. Each MHFA trainer must provide a minimum of 3 Youth and/or Adult MHFA trainings annually.
 - d. The CSB should ensure a minimum of 45 community participants are trained annually in MHFA (across all MHFA trainers at the CSB; there is no minimum number of trainees for each certified trainer).
 - e. In addition to the required MHFA trainings, a minimum of 3 suicide prevention trainings per trainer must be provided annually. These 3 trainings may be a combination of any of the approved trainings below:

Exhibit D: FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
FY22 Performance Measures for the Substance Abuse Block Grant- Prevention Set- Aside

- ASIST
- safeTALK
- suicideTALK
- QPR

- f. Every year, each CSB will be required to submit a mid-year (April) and end-of-year (September) report which should contain details on trainings implemented, including the number of different groups and community members participating in the trainings.

6. Lock & Talk

- a. CSBs participating in the Lock and Talk Initiative shall develop an implementation plan that best meets the needs of their respective communities (including strategies to address target populations.)
- b. At a minimum CSBs are expected to implement components 1 & 2 below, and strongly encouraged to implement the Gun Shop Project and/or partner with their medical community (pharmacies, medical practices) if the Gun Shop Project is not an appropriate fit for their community.

Lock and Talk Components:

- 1) Media Campaign Materials (bus ads, posters, billboards, PSA, etc.)
- 2) Medication Lock Box/Cable Lock/Trigger Lock Distribution at Events 3) Gun Shop Project

C. The Department Responsibilities: In order to implement and expand the **SABG Prevention Set Aside**, the Department agrees to comply with the following requirements.

1. The Department shall adhere to SABG Prevention Set Aside, grant guidelines established by the Substance Abuse and Mental Health Services Administration (SAMHSA), including reporting on statewide and CSB-specific data, accomplishments and challenges.
2. The Department's SABG Prevention Set Aside Behavioral Health Wellness Consultants shall maintain regular communication with the CSB, monitor performance through reporting, and provide technical assistance to the CSB upon request. The Parties will mutually agree on annual site visit dates.
3. The Department, particularly the SABG Prevention Set Aside Behavioral Health Wellness Consultants will respond to inquiries in a timely fashion, fulfill requests for training and share regular updates regarding the grant. Every effort will be made to provide at least two weeks lead time prior to report deadlines by DBHDS in partnership with OMNI Institute federal reporting contractor.
4. The Department will provide a budget template for annual budget submission.

D. Payment Terms: The Department shall provide the CSB SABG Prevention Set Aside payments of \$174,000 through the Department's warrant payment schedule. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this Agreement and will notify the CSB of any such changes in writing.

E. Limitations on Reimbursements: CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance.

F. Closeout Disclosure.

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

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797

Exhibit D: FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
FY22 Performance Measures for the Substance Abuse Block Grant- Prevention Set- Aside

Richmond, VA 23218-1797
C/O Ramona Howell

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

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

- G. Use of Funds:** The CSB may not use the funds provided under this Agreement for any purpose other than as described herein and allowable to carry out the purposes and activities of the Program or Service. The CSB agrees that if it does not fully implement this Program as approved or as subsequently modified by agreement of the Parties, the Department shall be able to recover part or all of the disbursed funds.
- H. Performance Outcome Measures:**
1. Decrease in alcohol, tobacco and other drug (ATOD) misuse as measured by evaluation measures identified by OMNI
 2. Decrease in suicides as measured by the Office of the Chief Medical Examiner data (OCME)
 3. Increase in community capacity to address ATOD as measured by coalition readiness assessment
- I. Reporting Requirements:** All data is reported into the Prevention data system and must be submitted within 2 weeks of service delivery.
- J. Monitoring, Review, and Audit:** The Department may monitor and review use of the funds, performance of the Program, and compliance with this Agreement, which may include onsite visits to assess the CSB's governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this Agreement.
- K. Entire Agreement:** This Agreement and any additional or supplementary document(s) incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.
- L. Counterparts and Electronic Signatures:** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- M. Conflicts:** In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

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

Exhibit D: FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
FY22 Performance Measures for the Substance Abuse Block Grant- Prevention Set- Aside

**Virginia Department of Behavioral Health
and Developmental Services**

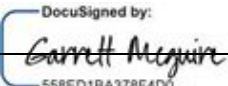
By:  _____
DocuSigned by:
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Name: Alison G. Land, FACHE

Title: Commissioner

Date: 8/23/2021 _____

**Fairfax-Falls Church Community Services
Board**

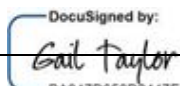
By:  _____
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Name: Garrett McGuire

Title: Chairperson

Date: 8/22/2021 _____

Office of Behavioral Health Wellness

By:  _____
DocuSigned by:
BA047D658D2447E...

Name: Gail Taylor

Title: Program Director

Date: 8/23/2021 _____

By:  _____
DocuSigned by:
0AC911B97388437...

Name: Daryl Washington

Title: Executive Director

Date: 8/22/2021 _____

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22184

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7620, Fairfax-Falls Church Community Services Board	
Grants:	1760082-2022, Substance Abuse Block Grant Prevention	\$174,000

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$174,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Dept. of Behavioral Health and Developmental Services, \$174,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE - 13

Supplemental Appropriation Resolution AS 22183 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from Virginia Department of Behavioral Health and Developmental Services for Supplemental Substance Abuse Block Grant Funded Programs and Services

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 22183 for the Fairfax-Falls Church Community Services Board (CSB) to accept grant funding totaling \$488,208 from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for Supplemental Substance Abuse Block Grant Funded Programs and Services. This allocation provides funding to support additional allowable uses of Substance Abuse Prevention and Treatment (SAPT) Block Grant funding. Funding will be used to plan, implement, and evaluate activities that prevent or treat substance use disorder. The target and priority populations to be served by this funding are pregnant and parenting women and intravenous drug users. No Local Cash Match is required. DBHDS has allocated this supplemental funding to the Fairfax-Falls Church CSB through an Exhibit D of the Community Services Performance Contract. The Community Services Performance Contract was approved by the Board on July 27, 2021; however, this Board item is needed in order to appropriate funding in the Federal-State Grant Fund.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 22183 to accept funding from the DBHDS in the amount of \$488,208 for Supplemental Substance Abuse Prevention and Treatment Block Grant funding. This funding will mainly serve the target and priority populations of pregnant and parenting women and intravenous drug users. There are no positions associated with this funding and no Local Cash Match is required.

TIMING:

Board approval is requested on January 25, 2022.

BACKGROUND:

The Substance Abuse Prevention and Treatment Block Grant funding was appropriated to Virginia as part of the Consolidated Appropriations Act of 2020. DBHDS serves as

Board Agenda Item
January 25, 2022

the pass-through entity and allocated the \$488,208 in supplemental funding to CSB to support additional allowable uses of SAPT Block Grant funding. Treatment services provided with SABG funds must follow the following treatment preferences: 1) Pregnant injecting drug users; 2) Pregnant substance abusers; 3) Injecting drug users; 4) All others.

FISCAL IMPACT:

Funding in the amount of \$488,208 from the Virginia Department of Behavioral Health and Developmental Services will be used to plan, implement, and evaluate activities that prevent or treat substance use disorder. No Local Cash Match is required. This grant does not allow for the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2022.

CREATION OF NEW POSITIONS:

There are no new positions associated with this funding.

ENCLOSED DOCUMENTS:

Attachment 1: DBHDS Exhibit D Award Summary

Attachment 2: Supplemental Appropriation Resolution AS 22183

STAFF:

Christopher A. Leonard, Deputy County Executive

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

Grant Requirements for Supplemental Substance Abuse Block Grant Funding

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

Purpose

SAMHSA GRANTS
GRANT NAME: Substance Abuse Prevention and Treatment Block Grant (SUD FBG) FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): B08TI083547 FEDERAL AWARD DATE: 3/11/2021 FEDERAL AWARING AGENCY: Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA) FEDERAL AWARD PASS-THROUGH ENTITY: Virginia Department of Behavioral Health and Developmental Services CFDA NUMBER: 93.959 RESEARCH AND DEVELOPMENT AWARD: ____YES OR <u>X</u> _NO FEDERAL GRANT AWARD YEAR: NA AWARD PERIOD: 3/15/2021 – 3/14/2023

Term: This Agreement shall govern the performance of the Parties for the period of **August 1, 2021** through **March 2, 2023** (“Period of Performance”).

- A. Scope of Services:** This allocation provides supplemental funding to support additional allowable uses of Substance Abuse Prevention and Treatment (SAPT) Block Grant funding. This funding was appropriated to Virginia as part of the Consolidated Appropriations Act of 2020.

As outlined in Exhibit F:

This funding source is designated to plan, implement, and evaluate activities that prevent or treat substance use disorder, including to fund priority substance use disorder treatment and support services for individuals without insurance or for whom coverage is terminated for short periods of time, fund those priority treatment and support services that demonstrate success in improving outcomes and/or supporting recovery that are not covered by Medicaid, Medicare, or private insurance, fund primary prevention by providing universal, selective, and indicated prevention activities and services for persons not identified as needing treatment, and collect performance and outcome data to determine the ongoing effectiveness of behavioral health promotion, treatment, and recovery support services. SABG funds are to be the funds of last resort. Medicaid and private insurance, if available, must be used first. Target and priority populations are pregnant and parenting women and intravenous (IV) drug users. Any treatment services provided with SABG funds must follow treatment preferences established in 45 CFR 96.131(a):

- 1) Pregnant injecting drug users
- 2) Pregnant substance abusers
- 3) Injecting drug users
- 4) All others

Complete details of allowable services can be found in Exhibit F of the Performance Contract, Section III Federal Grant Specific Requirements.

- B. The CSB Responsibilities:** In order to implement the **Supplemental Substance Abuse Block Grant Funded Programs and Services** the CSB agrees to comply with the following requirements.
1. The CSB shall follow requirements and allowable uses as defined above.

Exhibit D: ~~CSB Name~~'s Church**Grant Requirements for Supplemental Substance Abuse Block Grant Funding**

2. The CSB shall follow all other federal subrecipient and/or pass-through requirements as outlined in Exhibit F.
3. The CSB shall complete all federal reporting requirements for the block grant as required, including reporting all services in CCS3 and spending in CARS and engaging in any scheduled block grant reviews.
4. The CSB shall prioritize SAPT priority populations including individuals who do not have insurance, pregnant women and women with dependent children, and people who inject drugs.

C. The Department Responsibilities: In order to implement the Supplemental Substance Abuse Block Grant Funds, the Department agrees to comply with the following requirements:

1. The Department shall monitor uses of these supplemental funds in the same manner it monitors uses of SAPT treatment and recovery base funding, including SAMHSA measures and on-site or virtual reviews. These funds will be monitored as part of existing review processes.

D. Payment Terms: The Department shall provide the CSB \$488,208 in a lump sum payment through the Department's warrant payment schedule. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this Agreement and will notify the CSB of any such changes in writing.

E. Limitations on Reimbursements: CSB shall not be reimbursed or otherwise compensated for any expenditures incurred or services provided following the end of the Period of Performance.

F. Closeout Disclosure.

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

Any funds remaining unexpended at the end of the Period of Performance shall be returned to DBHDS within 30 days of the end of the Period of Performance. Unexpended funds should be returned in the form of a check made payable to the Treasurer of Virginia and sent to:

DBHDS
PO Box 1797
Richmond, VA 23218-1797
C/O Ramona Howell

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

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

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

Exhibit D: «CSB_Name» Fairfax-Falls Church**Grant Requirements for Supplemental Substance Abuse Block Grant Funding**

- H. Performance Outcome Measures:** This supplemental funding does not have its own performance outcome measures. This is considered supplemental funding to continue to carry out existing SAPT block grant treatment and recovery supports, services, and programs. Virginia performance indicators for federal block grants remain the same.
- I. Reporting Requirements:** The CSB shall provide data and finance reports of funds provided by the Department and all expenditures to be consistent with Section 12 Reporting and Data Quality Requirements of the FY 2022 and FY 2023 Community Services Performance Contract
- J. Monitoring, Review, and Audit:** The Department may monitor and review use of the funds, performance of the Program, and compliance with this Agreement, which may include onsite visits to assess the CSB's governance, management and operations, and review relevant financial and other records and materials. In addition, the Department may conduct audits, including onsite audits, at any time during the term of this Agreement.
- K. Entire Agreement:** This Agreement and any additional or supplementary document(s) incorporated herein by specific reference contain all the terms and conditions agreed upon by the Parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto.
- L. Counterparts and Electronic Signatures:** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.
- M. Conflicts:** In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into, the terms of this Agreement shall prevail.

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

Virginia Department of Behavioral Health and Developmental Services

By: _____

Name: Alison G. Land, FACHE

Title: Commissioner

Date: 8/27/2021

Date: _____

Office of Community Services

By: _____

Name: Lisa Jobe-Shields

Title: Deputy Director

Date: 8/27/2021

Date: _____

Fairfax-Falls Church Community Services Board

By: _____

Name: Garrett McGuire

Title: Chairperson

Date: 8/27/2021

Date: _____

By: _____

Name: Daryl Washington

Title: Executive Director

Date: 8/27/2021

Date: _____

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 22183

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2022, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7620, Fairfax-Falls Church Community Services Board	
Grants:	1760083-2022, SAPT Block Gant	\$488,208

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$488,208
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Dept. of Behavioral Health and Developmental Services, \$488,208

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 25, 2022

ACTION - 1

Approval of the Board of Supervisors' Regular Meeting Schedule for Calendar Year 2022 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions

ISSUE:

Board approval of its regular meeting schedule for January through December 2022.

RECOMMENDATION:

The County Executive recommends that the Board (1) approve the Board regular meeting schedule for January through December 2022 and (2) authorize the Chairman to defer any scheduled regular meeting to the Tuesday following the deferred regular meeting if the Chairman, or the Vice Chairman if the Chairman is unable to act, finds and declares that the weather or other conditions are such that it is hazardous for members to attend.

TIMING:

Immediate. Virginia law requires the Board to adopt its regular meeting schedule for calendar year 2022 at the first meeting in January.

BACKGROUND:

On September 14, 2021, staff presented the Board with a draft regular meeting schedule for calendar year 2022 for planning purposes. Virginia Code Section 15.2-1416 requires a governing body of each county to establish the days, times, and places of its regular meetings at the annual meeting, which is the first meeting of the year. For that reason, the draft regular meeting schedule for calendar year 2022 is being presented to the Board again for formal adoption. Scheduled meetings may be adjourned and reconvened but not beyond the time fixed for the next regular meeting. The Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting by following the procedures established in the statute cited above, which include provision of adequate notice of all such meetings. In accordance with the requirement of Virginia Code Section 15.2-1416 and the regular practice of the Board to provide members of the general public with the opportunity for public comment during a regular meeting at least quarterly, proposed Public Comment dates can be found on Attachment 1.

Board Agenda Item
January 25, 2022

In addition, Virginia Code Section 15.2-1416 authorizes the Board to fix the day or days to which a regular meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting. If those provisions are made, and the finding is communicated to the members and the press as promptly as possible, then all hearings and other matters previously advertised for that date shall be conducted at the continued meeting without a requirement for further advertisement. In order to take advantage of that authority in such an emergency, staff recommends that the Board also authorize the Chairman to continue any scheduled meeting to the following Tuesday when weather or other conditions make attendance at the previously scheduled regular meeting hazardous.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENT:
Attachment 1 – Proposed Meeting Schedule for Calendar Year 2022
Attachment 2 – Virginia Code Section 15.2-1416
Attachment 3 – Proposed Resolution Establishing the Regular Meeting Schedule for Calendar Year 2022 and Authorizing the Chairman to Continue a Meeting in the Event of Weather or Other Hazardous Conditions

STAFF:
Jill G. Cooper, Clerk for the Board of Supervisors

DRAFT

2022 Board of Supervisors Meeting Schedule

January 25, 2022	May 24, 2022 – <i>Public Comment</i>
February 8, 2022	June 7, 2022
February 22, 2022 – <i>Public Comment</i>	June 28, 2022 – <i>Public Comment</i>
March 8, 2022	July 19, 2022
March 22, 2022 – <i>Public Comment</i>	August 2, 2022 – <i>Public Comment</i>
April 12, 2022	September 13, 2022 – <i>Public Comment</i>
<ul style="list-style-type: none"> • 9:30 to 4:00 p.m. Board Meeting • 4:00 p.m. Budget Public Hearing 	October 11, 2022
April 13 and April 14, 2022	October 25, 2022 – <i>Public Comment</i>
<ul style="list-style-type: none"> • 3:00 p.m. – Budget Public Hearings 	November 1, 2022 – <i>Public Comment</i>
April 26, 2022 (Budget Mark-up)	December 6, 2022 – <i>Public Comment</i>
May 10, 2022	

Potential 2022 Tuesday Dates for Board Committee Meetings

(Listed below are Tuesday dates that would be available for scheduling
of Board Committee meetings in 2022)

January 11	June 14
February 1	July 26
February 15	September 20
March 1	October 4
March 15	October 18
March 29	November 22
May 17	December 13

The Budget pre-Mark-up meeting is scheduled on Friday, April 22, 2022.

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 14. Governing Bodies of Localities
 Article 2. Meetings of Governing Bodies

§ 15.2-1416. Regular meetings

A. The governing body shall assemble at a public place as the governing body may prescribe, in regular session in January for counties and in July for cities and towns. Future meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year.

B. The days, times and places of regular meetings to be held during the ensuing months shall be established at the first meeting which meeting may be referred to as the annual or organizational meeting; however, if the governing body subsequently prescribes any public place other than the initial public meeting place, or any day or time other than that initially established, as a meeting day, place or time, the governing body shall pass a resolution as to such future meeting day, place or time. The governing body shall cause a copy of such resolution to be posted on the door of the courthouse or the initial public meeting place and inserted in a newspaper having general circulation in the county or municipality at least seven days prior to the first such meeting at such other day, place or time. Should the day established by the governing body as the regular meeting day fall on any legal holiday, the meeting shall be held on the next following regular business day, without action of any kind by the governing body.

At its annual meeting the governing body may fix the day or days to which a regular meeting shall be continued if the chairman or mayor, or vice-chairman or vice-mayor if the chairman or mayor is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting. Such finding shall be communicated to the members and the press as promptly as possible. All hearings and other matters previously advertised shall be conducted at the continued meeting and no further advertisement is required.

C. Regular meetings may be adjourned from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the governing body is completed. Notice of any regular meeting continued under this section shall be reasonable under the circumstances and be given as provided in subsection D of § 2.2-3707.

D. The governing body shall provide members of the general public with the opportunity for public comment during a regular meeting at least quarterly.

E. Notwithstanding the provisions of this section, any city or town that holds an organizational meeting in compliance with its charter or code shall be deemed to be in compliance with this section.

Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. 371, 591; 1997, c. 587; 2004, c. 549; 2017, c. 616; 2020, c. 1144.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

**RESOLUTION ESTABLISHING THE BOARD REGULAR MEETING SCHEDULE FOR
CALENDAR YEAR 2022 AND AUTHORIZING THE CHAIRMAN TO CONTINUE
A MEETING IN THE EVENT OF WEATHER OR OTHER HAZARDOUS CONDITIONS**

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, January 25, 2022, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Virginia Code Section 15.2-1416 requires the Board of Supervisors of Fairfax County, Virginia, to assemble at its first meeting in January to establish the days, times, and places of its regular meetings in calendar year 2022; and

WHEREAS, Virginia Code Section 15.2-1416 authorizes the Board of Supervisors of Fairfax County, Virginia, to fix the day or days to which a regularly scheduled meeting shall be continued if the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend the regular meeting;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Fairfax County:

1. During Calendar Year 2022, the Board of Supervisors will meet on January 25, February 8, February 22, March 8, March 22, April 12, April 13, April 14, April 26, May 10, May 24, June 7, June 28, July 19, August 2, September 13, October 11, October 25, November 1, and December 6; and
2. All such meetings will take place at 12000 Government Center Parkway, Fairfax, Virginia. The Board may alternatively meet electronically as permitted by statute or ordinance; and
3. Such meetings shall generally begin at 9:30 a.m., except that the Board meetings on April 13 and 14 begin at 3 p.m. and on April 26 at 10 a.m.; and
4. If the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting, then that meeting shall be continued to the following Tuesday. All hearings and other matters shall be conducted at the continued meeting without further advertisement.

Such finding shall be communicated to the members and the press as promptly as possible.

Notice of the continued meeting must be given to the public in a manner reasonable under the circumstances, and contemporaneous with notice given to Board members.

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 25, 2022

ACTION - 2

Approval of an Agreement Between the Town of Vienna and Fairfax County to Design and Construct the Bear Branch at Southside Park Phase II Stream Restoration Project (Hunter Mill District)

ISSUE:

Board of Supervisors' (Board) authorization is requested for the Fairfax County (County) to execute an agreement with the Town of Vienna (Town) that provides funding for the design and construction of the Bear Branch at Southside Park Phase II Stream Restoration Project, which is located in the Town and the Accotink Creek watershed.

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize the County Executive or his designee to sign an agreement with the Town to provide funding for the design and construction of the Bear Branch at Southside Park Phase II (AC9240A) Stream Restoration Project (Project).

TIMING:

Board approval is requested on January 25, 2022.

BACKGROUND:

The Project will restore approximately 2,500 linear feet of Bear Branch, providing nutrient reduction and improved water quality in the Accotink Creek watershed. The Department of Environmental Quality (DEQ) awarded the Town a Stormwater Local Assistance Fund (SLAF) grant, which will cover approximately half the estimated design and construction costs.

Under an agreement between the County, Town of Vienna, and Town of Herndon (Cooperative Agreement), the parties use project benefits towards compliance with their respective Municipal Separate Storm Sewer System permits and Chesapeake Bay Total Maximum Daily Load reduction requirements. Consistent with the framework of the Cooperative Agreement, the Town has asked the County to fund the design and construction costs. The Town will administer the design and construction of the Project. Partnering with the Town on the Project will save the County the time and administrative costs that would be incurred if the County were to implement the Project under its stormwater program.

Board Agenda Item
January 25, 2022

FISCAL IMPACT:

The estimated total cost of the Project is \$2,520,000. The County will fund \$1,272,500 for the design and construction of the Project. DEQ SLAF grant funds in the amount of \$1,247,500 will be used to fund the remaining costs. Under this agreement, the County has the discretion to pay construction cost overruns, but in an amount not to exceed ten percent of the total estimated project cost. County funds can only be used for the design and construction of the Project. The Town will reimburse the County funds that are not expended in accordance with the terms of the attached agreement. Funding is currently available in Project SD-000031, Stream & Water Quality Improvements, Fund 40100, Stormwater Services, for the County's obligation to this Project.

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1: Agreement between the Board of Supervisors of Fairfax County, Virginia, and the Town of Vienna

STAFF:

Bryan J. Hill, County Executive
Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Eleanor Ku Coddling, Deputy Director, Stormwater and Wastewater Divisions, DPWES
Craig A. Carinci, Director, Stormwater Planning Division, DPWES

**BEAR BRANCH AT SOUTHSIDE PARK PHASE II (AC9240A)
STREAM RESTORATION PROJECT
FUNDING AGREEMENT**

This Agreement (“Agreement”) made and entered into this _____ day of _____, 2021, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA** (the "County"), a body politic, and the **TOWN OF VIENNA** (the “Town”) (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Town has been awarded a Stormwater Local Assistance Fund Grant from the Virginia Department of Environmental Quality for up to one million two hundred and forty seven thousand and five hundred dollars (\$1,247,500) (the “DEQ Grant”) to design and implement the Bear Branch at Southside Park Phase II (AC9240A) Stream Restoration Project (the “Project”), which will be located within the boundaries of the Town and will restore a portion of the body of water known as Bear Branch and

WHEREAS, the location of the Project is located between Longitude 38.88512N and Latitude 77.25316W and 38.87960N and 77.25289W, and is more specifically shown on the Fairfax County Real Property Identification Map as Tax Map Numbers: 48-2((3)) parcel 2350A and 48-2 ((2)) parcel 13B; and

WHEREAS, the Project is within the Chesapeake Bay, Potomac River, and Accotink Creek watersheds; and

WHEREAS, the Town is part of the County’s Stormwater Service District and the County, Town, and the Town of Herndon have entered into an agreement known as the “Cooperative Agreement Between the Fairfax County Board of Supervisors, the Town of Vienna, and Town of Herndon to Share Certain Stormwater Service District Fees and Responsibility for Related Projects” (the “Cooperative Agreement”) to share funds and responsibility to maintain, operate, and improve stormwater systems to meet the Chesapeake Bay Total Maximum Daily Load (“TMDL”) and other water quality goals; and

WHEREAS, under the Cooperative Agreement, annually, the County pays the Town a percentage of the Stormwater Service District Fees that are collected from residents of the Town (the “Paid Vienna Revenues”); and

WHEREAS, the Town and County agree that under the Cooperative Agreement, Stormwater Service District funds can be used for the Project because the Project meets the water quality objectives of each locality and their respective Chesapeake Bay TMDL obligations; and

WHEREAS, the Project is estimated to cost two million five hundred and twenty thousand dollars (\$2,520,000) (the “Total Project Cost”), a portion of which is to be paid using the DEQ Grant; and

WHEREAS, the County intends to pay one million two hundred and seventy two thousand and five hundred dollars (\$1,272,500) for the purpose of supporting the design and construction of the Project from its Stormwater Budget; and

WHEREAS, the Town intends to dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein as if restated as binding provisions of this agreement, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto further agree as follows:

1. Upon execution of this Agreement, the County will grant to the Town funds in the amount of six hundred thousand dollars (\$600,000) for design (the “Design Funds”) to be paid with monies from the County’s Stream and Water Quality Improvement Project (project SD-000031, I/O 2G25-029-001) of the Stormwater Budget (fund 400-C40100, Stormwater Services). Upon completion of the design of the Project, the County will grant to the Town an additional six hundred seventy-two thousand and five hundred dollars (\$672,500) for the construction of the project as designed (the “Construction Funds”), except that if those funds are unavailable in the Stormwater Budget when design is completed, they will be paid when they become available. The Design Funds plus the Construction Funds are hereinafter referred to as the “County Contribution”. Completion of the design of the project occurs when the Town informs

the County that all construction documents are completed and approved, and all permits for the construction have been obtained.

2. The County Contribution will not be charged against the PAID VIENNA REVENUES as set forth in the Cooperative Agreement, but rather, are a separate grant to the Town from the County.

3. The Town will dedicate Town staff expertise and time for the purpose of supporting, developing, and implementing the Project.

4. The Town must expend the DEQ Grant solely for the purpose of supporting the design and construction of the Project when the DEQ Grant is received.

5. The Town will expend the County Contribution solely for the purpose of supporting the design and construction of the Project, and not for the cost of any feasibility study or acquisition of any land or easements necessary for the completion of the Project.

6. The Town will provide to the County a copy of the final site plan (the “Plan”) for the Project.

7. The Town will acquire, at its sole expense, any and all land or easements, or other interests in real property, if any, that are necessary to complete the Project.

8. The Town, at its sole expense, will administer the design and construction contracts, obtain approval of all plans, and obtain all permits necessary for the completion of the Project.

9. The Town will notify the County if the Town, at any time, modifies the scope of the Project, which is generally described herein above and in the Town’s “Department of Environmental Quality Application for Stormwater Local Assistance Fund (SLAF) – Stormwater Capital Projects,” which was submitted to DEQ for the DEQ Grant (the “Plan”). If the scope of the Project’s design, in the sole judgment of the County, significantly deviates from the design scope described in the Plan, the Town must, within 30 days after notification by the County of such deviation, reimburse to the County the amount of the Total Contribution.

10. The Town must retain all invoices and all records of payments for any and all services rendered for the design, construction, and any related expenses for

completion of the Project, and copies of any such invoices and records of payments must be provided to the County upon request within three business days after such a request.

11. If at any time the Town abandons or otherwise ceases the Project for any reason, the Town must immediately return any amount of the County Contribution not expended in accordance with this agreement and all invoices and records of payments. “Abandon,” as used herein, includes, but is not limited to, the failure to initiate or the termination of the design or construction before the Project’s completion.

12. The County, in its sole discretion, may agree to pay cost overruns that exceed the Total Project Cost, including construction costs that exceed the current estimate, change orders and/or related costs that arise during construction of the Project, but only to the extent that funds are available in the County’s Stream and Water Quality Improvement Project (fund I/O 2G25-029-001) of the Stormwater Budget (fund 400-C40100, Stormwater Services) and are not more than 10% of the estimated Project Cost.

13. The Town must complete the Project not later than four years after this agreement is executed.

14. The Project is subject to the Cooperative Agreement, and, as such, the total pollutant load reduction credits for the Project will be apportioned among the parties as established pursuant to the terms of the Cooperative Agreement or any amendments or attachments thereto.

15. This agreement can only be modified in writing and signed by both parties.

[Signatures appear on following page]

TOWN OF VIENNA, Virginia

By: _____
Linda J. Colbert
Mayor

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Mayor Linda J. Colbert of the Town of Vienna, this _____ day of _____ 2021, on behalf of the Town of Vienna.

Notary Public

My commission expires: _____

Notary Registration Number: _____

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By: _____
Bryan J. Hill, County Executive
Fairfax County, Virginia

STATE OF VIRGINIA :
: to-wit
COUNTY OF FAIRFAX :

The foregoing Agreement was acknowledged before me by Bryan J. Hill, County Executive of Fairfax County, Virginia, on behalf of the Board of Supervisors of Fairfax County, Virginia this _____ day of _____ 2021.

Notary Public

My commission expires: _____

Notary Registration Number: _____

Board Agenda Item
January 25, 2022

ACTION - 3

Approval of the Memorandum of Understanding Between the Fairfax County Police Department (FCPD) and the United States Secret Service (Secret Service) Regarding Membership in the Secret Service Sponsored National Capital Region Cyber Fraud Task Force (NCR-CFTF)

ISSUE:

Board approval of the memorandum of understanding (MOU) between the FCPD and the Secret Service regarding membership in the Secret Service sponsored National Capital Region Cyber Fraud Task Force (NCR-CFTF).

RECOMMENDATION:

The County Executive recommends the Board authorize the Chief of Police to sign the MOU between the FCPD and the Secret Service regarding membership in the NCR-CFTF.

TIMING:

The Board of Supervisors' action is requested on January 25, 2022.

BACKGROUND:

This MOU establishes the procedures and responsibilities of both the Fairfax County Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705. The mission of the NCR-CFTF is to investigate crimes involving fraud and financial exploitation where a primary instrumentation of the offense is the internet. For example, during the pandemic, the CFTF was responsible for investigating numerous cases of COVID-related unemployment fraud where individuals were filing fraudulent claims for relief and taking funds set aside for businesses and individuals experiencing financial hardship. The CFTF works with local law enforcement officers with a variety of skill sets, to include financial crime investigators, digital forensic specialists, and others. It allows access to a host of specialized training in the ever-evolving field of digital forensics as well as the ability to use other skilled practitioners as sources of information.

Board Agenda Item
January 25, 2022

FISCAL IMPACT:

The FCPD may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the NCR-CFTF while conducting official investigations. Membership in the Task Force allows FCPD to submit for reimbursement overtime hours spent on CFTF-related casework and/or costs for items related to the mission. This can include specialized equipment and software licenses that our investigators use daily.

ENCLOSED DOCUMENTS:

Attachment 1 – NCR-CFTF MOU between the FCPD and the Secret Service

STAFF:

Kevin Davis, Chief of Police

ASSIGNED COUNSEL:

Karen L. Gibbons, Deputy County Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FAIRFAX COUNTY POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Fairfax County Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU) regarding membership in the Secret Service sponsored National Capital Region Cyber Fraud Task Force (NCR-CFTF). This MOU is effective with the signatures of both parties and remains in effect until terminated with the mutual agreement of the Fairfax County Police Department and the Secret Service, or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund. The act authorized the payment of certain overtime expenditures; travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, involved in joint operations with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter “overtime costs and other expenses”).

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Fairfax County Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

III. BACKGROUND

The Secret Service believes in partnerships, placing considerable emphasis on establishing a strategic alliance of federal, state, local, and tribal law enforcement agencies; private sector technical experts; prosecutors; academic institutions; and private industry. The Secret Service aims to build these partnerships in order to fulfill the mission of the NCR-CFTF; confronting and suppressing technology-based criminal activity that endanger the integrity of our Nation’s financial payment systems and pose threats to our Nation’s critical infrastructure. The NCR-CFTF executes this mission through; prevention, education, and employment of traditional law enforcement measures.

The Secret Service will work with NCR-CFTF partners to provide resources and will facilitate and administer task force operations. Other NCR-CFTF member agencies contribute their own criminal enforcement jurisdictions, resources, personnel, and expertise. Representatives from private industry and academia enhance the mission by bringing a wealth of technical expertise and research capability. Ultimately, the goal of the NCR-CFTF is to provide a productive framework and collaborative crime-fighting environment where the resources of its participants combine to influence positively the investigation of cyber enabled financial crimes.

IV. CONDITIONS, PROCEDURES and RESPONSIBILITIES

The parties agree to the following conditions:

- (a) The Fairfax County Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the NCR-CFTF while conducting official investigations. The Fairfax County Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service NCR-CFTF Supervisor. Member agencies will request reimbursement solely for overtime worked and other expenses performed on behalf of the NCR-CFTF.
- (b) The Secret Service NCR-CFTF Supervisor must approve and certify the reimbursement of overtime costs and all other expenses covered under this MOU. The Secret Service NCR-CFTF Supervisor will base reimbursable overtime payments upon the hourly overtime rate of the requesting agency, exclusive of matching employer contributions for any taxes or benefits.
- (c) The Secret Service NCR-CFTF supervisor will forward all approved reimbursement requests through the Secret Service, Special Agent in Charge (SAIC), Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the NCR-CFTF, the Fairfax County Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the NCR-CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.

- (e) The Fairfax County Police Department shall permit and have readily available for examination and auditing by the Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) The Secret Service will make payments to satisfy request(s) for reimbursable expenses to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund. Agreeing parties understand that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Fairfax County Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive 18, the maximum reimbursement entitlement for overtime costs to any individual law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. The Secret Service will provide funding authority through additional documents.
- (i) The Fairfax County Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency mailing address, contact name, telephone number, and tax identification number. Further, Fairfax County Police Department must provide the name, account number, and ABA routing number of the financial institution where they want the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period will nullify this MOU agreement.

V. OTHER PROVISIONS:

Nothing in this Agreement intends to conflict with federal law or the directives of the Department of Homeland Security (DHS) or the NCR-CFTF. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in effect.

VI. EFFECTIVE DATE:

The terms of this Agreement will become effective on the last date of ratification by the parties.

VII. REVISIONS

The parties may amend the terms of this MOU with the written approval of both the Fairfax County Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service
Washington Field Office

Fairfax County Police
Department

SAIC WFO Matthew Stohler

Chief Kevin Davis

Date:_____

Date:_____

U.S. Secret Service, Office of Investigation
Criminal Investigations Division

SAIC – CID Jason Kane

Date:_____

ACTION - 4

Approval of the Northern Virginia Regional Gang Task Force Funding Agreement Between Fairfax County and the Counties of Arlington, Loudoun, **Fauquier**, and Prince William; the Cities of Alexandria, Fairfax, Falls Church, Manassas, and Manassas Park; the Towns of Herndon, Leesburg, and Vienna; and the Virginia State Police Regarding the Northern Virginia Regional Gang Task Force

ISSUE:

Board approval of the Northern Virginia Regional Gang Task Force Funding Agreement between Fairfax County and the counties of Arlington, Loudoun, **Fauquier**, and Prince William; the cities of ~~Alexandria, Fairfax~~, Falls Church, Manassas, and Manassas Park; the towns of Herndon, Leesburg, and Vienna; and the Virginia State Police regarding the Northern Virginia Regional Gang Task Force (NVRGTF).

RECOMMENDATION:

The County Executive recommends the Board authorize the Chief of Police to sign the NVRGTF Funding Agreement between Fairfax County and the counties of Arlington, Loudoun, **Fauquier**, and Prince William; the cities of ~~Alexandria, Fairfax~~, Falls Church, Manassas, and Manassas Park; the towns of Herndon, Leesburg, and Vienna; and the Virginia State Police regarding the NVRGTF.

TIMING:

The Board of Supervisors' action is requested on January 25, 2022.

BACKGROUND:

The Fairfax County Police Department has been an original member of the NVRGTF since 2003 and has two sworn officers assigned to the task force. This Memorandum of Understanding delineates the responsibilities within the NVRGTF to maximize interagency cooperation and formalize the relationships between the member agencies.

The NVRGTF is a collaboration of state and local law enforcement agencies with the task force designed and operated as a regional program in the intervention, prevention, and enforcement efforts in addressing the issues surrounding gang recruitment, involvement, and criminal activity. This agreement is needed between the participating

jurisdictions concerning their respective rights and responsibilities in the acquisition, operation, and maintenance of the task force.

The NVRGTF Funding Agreement was last approved by the BOS on May 17, 2016. Under the direction of Chief Roessler, the Fairfax County Police Department (FCPD) assumed the financial management responsibility of the NVRGTF from the Town of Vienna, effective August 1, 2020, in agreement with rotational shared responsibilities. On July 16, 2020, former Chief Roessler notified Virginia's Department of Criminal Justice Academy that the FCPD would assume, receive, and follow the conditions of the Northern Virginia Gang Task Force Byrne/JAG Grant / DCJS #20-A4922AD16. The transition of the financial management began in late FY2020, and FCPD serves all current members of the NVRGTF with the assistance of the NVRGTF's Executive Director, Jay Lanham. The NVRGTF member agencies serve a population of approximately three million people in the region and operate to end gang violence through education, prevention, and enforcement.

FISCAL IMPACT:

The Fairfax County Police Department assigns two full-time detectives to the task force. The MOU states each jurisdiction funds the task force annually with \$25,000 to off-set operational costs. This year in FY22 the annual contribution was reduced from \$25,000 to \$15,000 due to COVID-19 related budget reductions.

ENCLOSED DOCUMENTS:

Attachment 1 - NVRGTF Funding Agreement
Attachment 2 - NVRGTF Funding Agreement Signature page
Attachment 3 - NVRGTF Memorandum dated July 16, 2020

STAFF:

Kevin Davis, Chief of Police

ASSIGNED COUNSEL:

Karen L. Gibbons, Deputy County Attorney

NORTHERN VIRGINIA REGIONAL
GANG TASK FORCE FUNDING AGREEMENT

This AGREEMENT, entered into this 1st day of July, 2021, by and among the Police Departments of Arlington County, City of Falls Church, Fairfax County, City of Manassas, City of Manassas Park, Town of Herndon, Prince William County, Town of Leesburg and Town of Vienna as well as the Sheriff's Offices of Fauquier County and Loudoun County and the Virginia State Police hereinafter known as "participating jurisdictions," is entered into pursuant to the authority conferred on Virginia localities and the Department of State Police pursuant to Va. Code Ann. § 15.2-1736.¹ (see Appendix A)

WITNESSETH

WHEREAS, federal funding for the Northern Virginia Regional Gang Task Force began in 2003 and ceased August 31, 2012; and

WHEREAS, the governing bodies of the participating jurisdictions have appropriated an equal share of funds necessary to acquire, maintain and operate the Northern Virginia Regional Gang Task Force hereinafter known as the "Task Force"; and

WHEREAS, an agreement is needed between the participating jurisdictions concerning their respective rights and responsibilities in the acquisition, operation and maintenance of the Task Force; and

WHEREAS, the Task Force is an integral part of a regional program in the intervention, prevention and enforcement efforts in addressing the issues surrounding gang recruitment, involvement and criminal activity.

WHEREAS, the governing bodies of the participating jurisdictions will be required to provide shared funding, as more fully described in Article II, for the acquisition, operation, and maintenance of the Task Force.

ARTICLE I – Project Title and Purpose

The participating jurisdictions as set forth in Article II desire to enter into a regional project to be known as the Northern Virginia Regional Gang Task Force. The Task Force is a multi-discipline and multi-jurisdictional partnership whose goal is to address criminal street gang activity in Northern Virginia using intervention, prevention, and enforcement strategies.

ARTICLE II – Share of Costs

The participating jurisdictions will share equally the costs associated with the administrative staffing, equipment, and training functions of the Task Force. Your agency share will be in the amount of \$15,000 for this fiscal year due to COVID-19 related budget reductions. In addition, each participating jurisdiction with personnel assigned to the Task Force will be responsible for funding its personnel costs as well as providing its personnel with vehicles and individual equipment. The cost for sworn overtime incurred by the jurisdictions required in the performance of Task Force activities as well as the vehicle(s), specialized training and individual equipment may be reimbursed by the Task Force if asset seizure or grant money is available.

The participation jurisdictions in this agreement are:

Arlington County Police Department
City of Falls Church Police Department
City of Manassas Police Department
City of Manassas Park Police Department
Fairfax County Police Department
Fauquier County Sheriff's Office
Loudoun County Sheriff's Office
Prince William County Police Department
Town of Herndon Police Department
Town of Leesburg Police Department
Town of Vienna Police Department
Virginia State Police

The fiscal year for the Task Force will run from July 1st to June 30th of each year. The sharing of costs and the budget will be reviewed in the fall of each year in order to allow the participating jurisdictions to plan for the upcoming fiscal year. Any participating jurisdiction that wants to withdraw from this agreement shall notify the Chairman of the Board of Directors in writing no later than November 1st in the calendar year prior to the start of the fiscal year. Previously purchased equipment shall remain the property of the Task Force.

ARTICLE III-Task Force Board of Directors

The Chief of Police/Superintendent/Sheriff of the participating jurisdictions, or their designated representative, shall serve as members of the Task Force Board of Directors. If problems occur with the administration of the Task Force, the Board of Directors will be convened to seek resolution of the issues.

ARTICLE IV-Task Force Executive Coordinator

The Board of Directors shall appoint an Executive Coordinator who will be responsible for Task Force management. The Executive Coordinator will report to the Chairman of the Board of Directors. The Executive Coordinator serves at the pleasure of the Northern Virginia Gang Task Force Board of Directors.

ARTICLE V-Administration

The Task Force Executive Coordinator shall be responsible for all administrative requirements of the Task Force. The Executive Coordinator shall prepare and provide all necessary and responsible reports, prepare budget proposals, and administer the Task Force procedures as directed by the Board of Directors.

ARTICLE VI – Ownership

All equipment and supplies purchased through the Task Force budget shall be commonly owned items among the participating jurisdictions; with the exception of any agency participating on a part-time basis. Part-time agency funds will not be used for the purchase of equipment or supplies. Ownership will be established at a rate equal to the percentage of individual participant's contribution to the Task Force budget. The Task Force will maintain an inventory of all Task Force equipment. All equipment purchased with grant or seizure funds will be property of the Task Force. Any determination to surplus equipment will be made by the Executive Coordinator who will report the surplus to the Board of Directors. In the event that Task Force ceases to exist the Board of Directors will determine the disposition of Task Force equipment.

ARTICLE VII-Operating Procedures

The Board of Directors and the Executive Coordinator shall establish written Standard Operating Procedures (SOPs). It shall be the responsibility of the Executive Coordinator to ensure that Task Force operations are in accordance with such SOPs.

ARTICLE VIII- Purchases

Equipment and supplies which are required for operation of the Task Force shall be purchased through the Fairfax County purchasing and supply procedures. Procurement of each participating jurisdiction's office supplies shall be the responsibility of that jurisdiction.

ARTICLE IX- Resolution of Disputes

Any disagreements arising between or among the participating jurisdictions related to the Task Force operation or cost sharing shall be resolved by the Executive Coordinator in consultation with the Chairman of the Board of Directors, or if needed the entire Board of Directors.

ARTICLE X-Seizure Funds Allocation

All funds seized by the Task Force will be administered by Fairfax County. The Board of Directors will approve all distribution of seized funds to reimburse the participating jurisdictions for their costs in accordance with federal asset seizure equitable sharing guidelines and guidelines of the Commonwealth of Virginia Department of Criminal Justice Services.

The amount of reimbursement will be determined by the local jurisdictions rate for the assigned member's overtime salary and contract cost of the leased vehicle.

ARTICLE XI- Term of Agreement

This agreement shall be effective July 1, 2013 and shall continue until dissolved by agreement of all participating jurisdictions. The terms of this agreement are contingent upon continued appropriations by each participating jurisdiction to support the continued operation of the Task Force. Any jurisdiction whose governing body fails to appropriate funding shall automatically be withdrawn from this agreement and all previously purchased equipment shall remain the property of the Task Force.

ARTICLE XII- Liability

Each participating jurisdiction shall be solely responsible for its personnel assigned to the Task Force and its employees remain the employees of the participating jurisdiction. Neither participating jurisdictions nor their employees shall be considered as the agents of any other participating jurisdiction. Nothing herein waives or limits qualified or sovereign immunity under federal or state constitutional provisions or laws.

ARTICLE XIII-Personnel

Personnel assigned to the Task Force remain under the supervision and control of their respective participating jurisdictions, including but not limited to, the participating jurisdiction's rules and regulations.

ARTICLE XIV-Entire Agreement

This agreement constitutes the entire understanding between the participating jurisdictions. Any modifications to this agreement shall be reduced to writing, and accepted and signed by each member of the Board of Directors.

^{i i} Appendix A

Mutual aid agreements among governing bodies of localities (Va. Code Ann 15.2-1736)

The governing bodies of localities, institutions of higher learning having a police force, as well as sheriffs, and the Director of the Department of Conservation and Recreation with commissioned conservation officers, or any combination thereof may, by proper resolutions, enter in and become a party to contracts or mutual aid agreements for the use of their joint forces, both regular and auxiliary, their equipment and material to maintain peace and good order. However, no such institution of higher learning shall enter into such agreement with another institution of higher education in a noncontiguous locality without the consent of all localities within which such institutions are located. Any police or other law-enforcement officer, regular or auxiliary, while performing his duty under any such contract or agreement, shall have the same authority in such locality as he has within the locality where he was appointed. In counties where no police department has been established, the sheriff may, in his discretion, enter into mutual aid agreements as provided by this section.

Northern Virginia Regional Gang Task Force

TASK FORCE FUNDING AGREEMENT

EFFECTIVE JULY 1, 2021

IN WITNESS THEREROF, the parties have executed this Proposal:

On Behalf

Of

Fairfax County, Virginia

Police Chief Kevin Davis

Date




County of Fairfax, Virginia

MEMORANDUM

DATE: July 16, 2020

TO: Nicole T. Phelps, MS
Criminal Justice Grant Program Specialist

FROM: Edwin C. Roessler Jr., Colonel 
Chief of Police

SUBJECT: DCJS Grant Number: 20-A4922AD16 – Byrne/JAG – Gang and Drug Related Crime Reduction

The Fairfax County Police Department (FCPD) is willing to assume, receive, and follow the conditions of the Northern Virginia Gang Task Force Byrne/JAG Grant / DCJS #20-A4922AD16. This grant was signed by Mercury Payton, the Project Administrator for the Town of Vienna on February 25, 2020 and was being managed by the Town of Vienna. Please reference the grant details on Page 3. Once approved, the FCPD asks that the following changes be made:

1. **Project Director** Mr. Jay Lanham - Remains the same
2. **Project Administrator** changed to the following:
Mr. Bryan J. Hill
County Executive
Fairfax County
12000 Government Center Parkway
Fairfax, VA 22035-0001
703-324-2536
Bryan.Hill@fairfaxcounty.gov
3. **Finance Officer** changed to the following:
Ms. Kerene Gordon
Director of the Financial Resources Division
Fairfax County Police Department
12099 Government Center Parkway, 7th Floor
Fairfax, VA 22035
703-246-7551
Kerene.Gordon@fairfaxcounty.gov

Fairfax County Police Department
12099 Government Center Parkway
Fairfax, Virginia 22035



Project Director	Project Administrator	Finance Officer
Mr. Jay Lanham Executive Director No. Va. Regional Gang Task Force 8900 Freedom Center, Blvd. Manassas, VA 20110 (571) 238-1212 jlanham@manassasva.gov	Mr. Mercury Payton Town Manager Town of Vienna 27 Center Street, South Vienna, VA 22180 (703) 255-6371 manager@viennava.gov	Mr. Jerry Derosa Fiscal Agent Town of Vienna 27 Center Street, South Vienna, VA 22180 (703) 255-6320 jerome.derosa@viennava.gov

Northern Virginia Regional Gang Task Force (NVRGTF)

The FCPD will assume the financial management of the NVRGTF from the Town of Vienna, effective August 1, 2020 in agreement with rotational shared responsibilities. The transition of the financial management began in late FY2020, and we will serve all current members of the NVRGTF with the assistance of their executive director. The NVRGTF member agencies serve a population of approximately three million people in the region and operate to end gang violence through education, prevention, and enforcement.

Attachment

ECR/kag

cc: David M. Rohrer
Deputy County Executive

Lieutenant Colonel Gun M. Lee
Deputy Chief of Police for Administration

Major Matt Owens
Commander, Administrative Support Bureau

STATEMENT OF GRANT AWARD (SOGA)

Virginia Department of Criminal Justice Services
1100 Bank Street, 12th Floor
Richmond, Virginia

Byrne/JAG - Gang and Drug Related Crime Reduction		
Subgrantee: Vienna		
DUNS Number: 074816364		DCJS Grant Number: 20-A4922AD16
Grant Start Date: 01/01/2020		Grant End Date: 06/30/2021
Federal Grant Number: 2016-DJ-BX-0482 and 2017-DJ-BX-0082		
Federal Awardee: BJA		
Federal Catalog Number: 16.738		
Project Description: To Strengthen Crime Control		
Federal Start Date: 10/5/2015		
Federal Funds:	\$119,962	Indirect Cost Rate: ____%
State General Funds:	\$0	*If applicable
State Special Funds:	\$0	
Agency Match:	<u>\$0</u>	
Total Budget:	\$119,962	

ACTION - 5

Authorization to Execute a Funding Agreement with Congressional School, Inc. for an Entrance Improvement Project on Sleepy Hollow Road (Mason District)

ISSUE:

Board approval of a funding agreement between Fairfax County and Congressional School, Inc. The agreement commits Congressional to contribute land rights for the pedestrian improvement project and up to \$25,000 to widen an entrance to the school adjacent to northbound Sleepy Hollow Road.

RECOMMENDATION:

The County Executive recommends the Board of Supervisors authorize the Director of the Department of Transportation to execute the funding agreement with Congressional School, Inc., on behalf of the County, in substantial form as Attachment 1.

TIMING:

The Board of Supervisors should act on this item on January 25, 2022, so that the County can begin construction of this project during Summer 2022.

BACKGROUND:

Fairfax County was approached by Congressional during the land acquisition phase of the Sleepy Hollow Road Sidewalk Project to request the County's support for advancing the widening of its existing entrance to improve traffic flow into its property and on Sleepy Hollow Road. The Congressional School entrance is currently configured to allow a single lane of entry to the property. As a driver passes the existing gate to the property, the driveway expands to two lanes. During peak traffic periods, at student drop-off and pick-up, motorists on Sleepy Hollow Road regularly experience significant delays. County staff was notified of this issue during the public involvement phase of the project.

Congressional proposed to partner with the County to widen the school entrance to allow vehicles from both Northbound and Southbound Sleepy Hollow Road to enter the property at the same time. Widening the entrance to accommodate two travel lanes will allow vehicles to access the property more efficiently which is expected to reduce delays to the general public traveling on Sleepy Hollow Road.

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The proposed project will remove the existing stone column and wall, provide full depth pavement, new curb, and sidewalk to accommodate a second lane entering the property. In addition to the entrance work, the agreement will provide the land rights for the project. All design elements proposed for the project will be consistent with VDOT and County standards.

Congressional acknowledges the need for both the County and private landowners to work together to maximize the benefit to the community, and therefore, is prepared to match the County's funds necessary to construct the widened entrance, in an amount not to exceed \$25,000, with the understanding that the Project Estimate is approximately \$50,000. An initial down payment of \$10,000, agreed to by Congressional, would be presented to the County within 30 days of the County issuing a notice to proceed to its contractor.

FISCAL IMPACT:

This proposed funding agreement will provide funding in an amount not to exceed \$25,000 from Congressional School Inc., to help widen the existing entrance, improve traffic flow into their property and on Sleepy Hollow Road and thereby alleviating significant delays during the peak traffic periods. Staff has identified \$25,000 in Fund 40010 – County and Regional Transportation Projects (2G40-088-000, County Six Year Plan (CSYP) Bike & Pedestrian Program) to support the County's share of this funding agreement. It is anticipated that the total project estimate will not exceed \$50,000. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Agreement between Fairfax County and Congressional School, Inc.

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
W. Todd Minnix, Chief, Transportation Design Division (TDD), FCDOT
Mark VanZandt, Section Chief, TDD, FCDOT
Todd Wigglesworth, Chief, Coordination and Funding Division (CFD), FCDOT
Ray Johnson, Chief, Funding Section, CFD, FCDOT
Smitha Chellappa, CFD, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

CONTRIBUTION AND LAND RIGHTS AGREEMENT

THIS CONTRIBUTION AND LAND RIGHTS AGREEMENT (this “Agreement”) is made this ____ day of _____, 2022 by the **FAIRFAX COUNTY BOARD OF SUPERVISORS**, a body politic and corporate (the “County”) and **CONGRESSIONAL SCHOOL, INC**, a Virginia nonstock corporation (“Congressional”) (collectively the “Parties”), and shall be effective as of the date it is signed by both Parties.

RECITALS

WHEREAS, Congressional is the owner of property located in Fairfax County with an address of 3229 Sleepy Hollow Road, Falls Church, Virginia 22042;

WHEREAS, there exists currently a one-lane street entrance to Congressional from Sleepy Hollow Road, which widens to two lanes after passing the existing stone gate (the “Existing Entrance”);

WHEREAS, the County and Congressional have discussed the possibility of widening the Existing Entrance from one lane to two lanes consistent with the design attached hereto as Exhibit A, which will also alleviate traffic back-ups on Sleepy Hollow Road and facilitate access to the Congressional property (the “Project”);

WHEREAS, in order to maximize the public benefit to the local community with the construction of the Project, Congressional is prepared to grant certain land rights to the County;

WHEREAS, Congressional is further prepared to contribute certain funds to the County in connection with the construction of the Project in a total amount which is the lesser of (i) fifty percent (50%) of the actual cost of the Project; or (ii) Twenty-Five Thousand and no/100 Dollars (\$25,000).

NOW, THEREFORE, in consideration of the obligations set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The Recitals above are incorporated into and made a part of this Agreement as if set forth in their entirety.

2. **Land Rights.** The Parties agree that in order for the Project to be completed, Congressional must grant certain land rights in its property (“Land Rights”) to the County. Those Land Rights are more fully described on the attached Exhibit B and are 1) a grading easement and temporary construction easement for the Project; and 2) a dedication for public street purposes. The Parties further agree that an original appraisal was conducted in accordance with Virginia Code § 25.1-417 and the total value of the Land Rights was assessed at \$500 as set forth in Exhibit B.

3. **The County's Obligations.** The County shall:

- (a) Procure bids for the anticipated Project costs based on the quantities and items as set forth in Exhibit C;
- (b) Draft and submit all construction plans and any other required documents for the Project to VDOT;
- (c) Provide a copy of the project permit from VDOT that authorizes the County to begin construction on the Project ("Project Permit") to Congressional within 30 days of receipt from VDOT;
- (d) Coordinate with VDOT and any outside contractors regarding any issues related to the Project;
- (e) Manage and oversee all construction on the Project to completion;
- (f) Maintain Project improvements within the public right of way, as appropriate in connection with VDOT following Project completion;
- (g) Upon substantial completion of the Project, submit a detailed invoice to Congressional showing all actual costs incurred on the Project, including all third-party costs relating to change orders and any third-party costs relating to testing and inspections and any third-party miscellaneous construction costs.
- (h) Apply all funds received from Congressional solely to the actual costs of the Project (which may include third-party engineering, design, construction and utility work); and
- (i) Promptly refund any funds received from Congressional back to Congressional following the Project's final completion for any such funds that have not been applied solely to the actual costs for the Project or in the event such funds received from Congressional exceed 50% of total actual cost of the Project.

4. **Congressional's Obligations.** Congressional shall:

- (a) **Initial Financial Contribution.** Within 30 days of the County issuing a notice to proceed to its contractors, pay the County \$10,000 ("Initial Financial Contribution").
- (b) **Final Financial Contribution.** Upon substantial completion of the Project, the County will submit a detailed invoice to Congressional as set forth in Section 3(g) above. Within 30 days of the County submitting the invoice, Congressional will pay the County its Final Financial Contribution. The Final Financial Contribution will be the lesser of (i) fifty percent (50%) of the actual total Project cost, less the Initial Financial Contribution; or (ii) Twenty-Five Thousand and no/100 Dollars (\$25,000), less the Initial Financial Contribution.
- (c) **Grant Land Rights.** Congressional has granted the necessary Land Rights to the County for completion of the Project as set forth in Section 2 of this Agreement. If additional

land rights are necessary for completion of the Project, Congressional shall grant such land rights to the County at no additional cost.

5. **Termination.**

(a) **Termination for Convenience.** The County shall have the right to terminate this Agreement without cause upon 30 days prior written notice to Congressional. In such event, the County will refund to Congressional any and all funds that Congressional provided, as well as any land rights granted, pursuant to the terms of this Agreement.

(b) **Termination for Non-Appropriation.** Funding by the County for the Project shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors. Nothing in this Agreement shall require or obligate the County to commit or obligate funds to the Project beyond those funds that have been duly authorized and appropriated by the Board of Supervisors. In the event sufficient funds shall not be appropriated which may lawfully be applied to the County's financial obligations towards the Project, the County may terminate this Agreement. In such event, the County will refund to Congressional any and all funds that Congressional provided, as well as any land rights granted, pursuant to the terms of this Agreement.

6. **No Partnership.** Nothing contained herein shall have the effect of establishing or creating any joint venture or partnership between the Parties.

7. **Liability of Parties; No Rights in Third Parties.** The Parties agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, any right as a third-party beneficiary hereunder, or authorize any person or entity, not a Party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this Agreement or otherwise. No Party shall be liable to any third party for any claims, liabilities, or expenses arising out of the acts or omissions of the other Party to this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, including this Section 7, the County acknowledges and agrees that Congressional's sole liability under this Agreement is for the payment on the Initial Contribution and the Final Contribution to the County and grant of Land Rights and no provision of this Agreement shall create any other covenant, obligations, responsibilities or liabilities whatsoever between Congressional and the County and/or Congressional and any third parties.

8. **No Waiver of Sovereign Immunity.** Nothing herein shall be considered as a waiver of the sovereign immunity of the County of Fairfax. Notwithstanding the foregoing, this agreement shall be interpreted and enforced as a contract by the parties.

9. **No Personal Liability.** Nothing herein shall be considered to create any personal liability on behalf of any official, employee, agent, or representative of the County or any employees, members, agents, or representatives of Congressional.

10. **Condemnation or Casualty.** In the event that all or any part of the Project shall be taken or condemned by a public authority or rendered a total loss by fire or any other casualty, or is no longer suitable for use through no fault of the County, then such portion of the proceeds from any insurance or condemnation payment shall be used for the construction of a replacement

Project if such replacement is commercially feasible. To the extent that such construction is commercially feasible at or near the site of the Project, then this Agreement shall continue in effect as to such replacement Project unless otherwise mutually agreed by the Parties, provided however that the Parties agree that Congressional shall not be responsible for contributing any funds to the replacement Project, if Congressional has contributed funds to the original Project. If a replacement Project is not feasible, this Agreement shall terminate automatically effective as of the date of such taking, condemnation, or damage by fire or any other casualty without further obligation on the part of any Party. Except as set forth herein, the County shall not have any obligation to repair or restore the Project. Congressional shall not have any right or claim to any condemnation award or insurance proceeds payable to the County as a result of any such condemnation, fire or any other casualty, unless Congressional has already contributed funds to the County for the Project in which case, Congressional shall be entitled to be reimbursed from the condemnation award or insurance funds, that percentage of funds it had contributed to the actual costs of the Project, so long as there was no resulting replacement Project. In the event such a condemnation or casualty occurs, the County will consult with Congressional about possible alternative arrangements for the replacement Project.

11. **Notice.** All notices and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered, sent by first class U.S. Mail, postage prepaid, or sent prepaid by nationally recognized express courier service.

If to Congressional:

Congressional School, Inc.
3229 Sleepy Hollow Road
Falls Church, Virginia 22042
Attn: Lisa Singleton

With copies to:

Walsh, Colucci, Lubeley & Walsh, P.C.
4310 Prince William Parkway, Suite 300
Prince William, Virginia 22192
Attn: Michael J. Coughlin, Esquire

If to the County:

Tom Biesiadny
Director, Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033

With copies to:

County Attorney
Fairfax County
12000 Government Center Parkway, Suite 549

Fairfax, Virginia 22035

12. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. Any dispute between the Parties which is not otherwise resolved by agreement of the parties shall be resolved by a court of competent jurisdiction located in Fairfax County, Virginia.

13. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the Project and shall supersede all prior oral or written understandings. This Agreement may not be modified unless in writing signed by both Parties.

14. **Headings.** The headings contained in this Agreement are for reference purposes only and shall in no way affect the meaning or interpretation of this Agreement.

15. **Counterparts.** This Agreement may be executed in counterparts, which, taken together, shall constitute one agreement.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the dates set forth below:

FAIRFAX COUNTY BOARD OF SUPERVISORS

Signature: _____ Date: _____
Tom Biesiadny
Director
Fairfax County Department of Transportation

CONGRESSIONAL SCHOOL, INC.

Signature: _____ Date: _____
NAME
TITLE

ACTION - 6

Authorization to Sign Standard Project Agreements for Distribution of Toll Revenues for Multi-Modal Projects in the I-66 Corridor (Hunter Mill District)

ISSUE:

Board approval of a resolution authorizing the Director of the Fairfax County Department of Transportation (FCDOT) to execute the attached Standard Project Agreements (SPAs), in substantial form, between Fairfax County and Northern Virginia Transportation Commission (NVTC) for bus service in the I-66 corridor.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1) authorizing the Director of FCDOT to sign the two SPAs, substantially in the form of Attachments 2 and 3, between the County and NVTC for distribution of \$5,265,300 in I-66 toll revenues. NVTC will allocate these funds to Fairfax County to implement two projects: 1) a new commuter bus service from Reston South to the Crystal City/Pentagon City area; and 2) a Transportation Demand Management (TDM) strategy to reduce the fare of Fairfax Connector Route 599.

TIMING:

Board action is requested on January 25, 2022, so that NVTC can begin distributing the funding.

BACKGROUND:

In January 2017, the Commonwealth Transportation Board (CTB), the Virginia Department of Transportation (VDOT), and NVTC signed a Memorandum of Agreement (MOA) to initiate a multimodal transportation program (i.e., the Commuter Choice Program) to enhance Transform 66, the reconstruction and widening of the I-66 corridor. The Commuter Choice program seeks to fund and implement solutions to move even more people in the I-66 corridor. This program uses toll revenues collected on I-66 inside the I-495 Beltway to support mobility projects that are reasonably expected to benefit the toll payers. Tolls have been implemented in the peak direction during the morning and evening peak periods.

The Transform 66 MOA states that NVTC will use toll revenues to support the financing of approved projects. To accomplish this, NVTC developed the SPA, in consultation

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with the respective localities and public transportation providers, to govern the terms of the toll revenue transfers and ensure that the requirements of the MOA are met. The SPA for each project that receives funding must be approved by the County and NVTC before distributions occur.

In November 2019, NVTC approved the issuance of the FY 2021 – 2022 Commuter Choice Program Call for Projects. In January 2020, the Fairfax County Board approved a resolution authorizing FCDOT to submit applications for the following projects:

- McLean Station Second Entrance: \$1,000,000
- Reston South Multimodal Improvements: \$8,600,000
- Bus Route 599 Fare Buy Down: \$500,000

Due to the COVID-19 pandemic, I-66 Inside the Beltway toll revenues that fund the Commuter Choice Program have experienced a steep decline. In August 2020, after receiving I-66 Inside the Beltway revenue estimates from VDOT and based on the availability of carryover and de-obligated funds, as well as uncertainty in the timing of future I-66 toll revenues, NVTC proposed a moderate approach to support a single year (FY 2021) of the two-year program. NVTC chose to allocate \$4 million for the initial funding for Round Four (FY 2021), prioritizing lower-cost capital projects and projects that provide a continuity of service. The CTB approved NVTC's Initial Round Four Program in December 2020.

The Round Four (FY 2021) Program included funding for the McLean Metrorail Station Second Entrance. Upon receiving notification of the award for the McLean Metrorail Station Second Entrance project in December 2020, NVTC informed County staff that a separate agreement with the Washington Metropolitan Area Transit Authority (WMATA) was required, since WMATA will be primarily responsible for constructing the second entrance. In October 2021, the Fairfax Board of Supervisors approved agreements with both NVTC and WMATA.

In September 2021, NVTC announced they were preparing an I-66 Round Four Supplemental Program of Projects (FY 2022). NVTC approved this second round in October 2021, which the CTB then approved later that month. Included in this supplemental program is funding for the new commuter bus service from Reston South to the Crystal City/Pentagon City area and the TDM strategy to reduce the fare of the Fairfax Connector bus Route 599. Funding for the new commuter bus service will support two years of operating costs for express bus service and purchase six buses to operate the ten morning and ten evening peak direction trips. The TDM strategy will reduce the fare of the Fairfax Connector Route 599 express from \$7.50 to \$4.25, aligning the value with other express bus services offered by Fairfax Connector.

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FISCAL IMPACT:

There is no General Fund impact. Once both SPAs are approved, \$5,265,300 in I-66 Commuter Choice Program revenues will be available in Fund 40000, County Transit Systems.

ENCLOSED DOCUMENTS:

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

Attachment 2 – Standard Project Agreement for I-66 Commuter Choice Program: Reston South to Crystal City Commuter Bus Route

Attachment 3 – Standard Project Agreement for I-66 Commuter Choice Program: Route 599 Fare Buy Down

STAFF:

Rachel Flynn, Deputy County Executive

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

Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT

Dwayne Pelfrey, Chief, Transit Services Division, FCDOT

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

Noelle Dominguez, Chief, Coordination Section, FCDOT

Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Richard Dzubin, Assistant County Attorney

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, January 25, 2022, at which a quorum was present and voting, the following Resolution was adopted.

WHEREAS, on January 28, 2020, the Fairfax County Board of Supervisors approved a resolution endorsing three multi-modal transportation projects for submission to the Northern Virginia Transportation Commission (NVTC) for the FY 2021- 2022 I-66 Commuter Choice Program funding and authorized the Director of the Department of Transportation to sign and submit the following applications:

- McLean Metrorail Station Second Entrance Project
- Reston South Multimodal Improvements
- Bus Route 599 Fare Buy Down

WHEREAS, due to the COVID-19 pandemic, I-66 Inside the Beltway toll revenues that fund the Commuter Choice Program have experienced a steep decline. In January 2020, NVTC proposed a moderate approach to support a single year (FY 2021) of the two-year program.

WHEREAS, in October 2020, NVTC approved the Commuter Choice on the I-66 Corridor Initial Round Four (FY 2021) Program of Projects. NVTC also authorized its Executive Director to execute Standard Project Agreements (SPAs) with localities and agencies that receive funding through this Program.

WHEREAS, in October 2020, NVTC also approved the Commuter Choice on the I-66 Corridor Supplemental Round Four (FY 2022) Program, which will be implemented in the fall of 2021.

WHEREAS, in December 2020, the Commonwealth Transportation Board (CTB) approved the I-66 Corridor Initial Round Four (FY 2021) Commuter Choice Program of projects, which included, the McLean Metrorail Station Second Entrance Project.

WHEREAS, in October 2021, the CTB approved the I-66 Corridor Supplemental Round Four (FY 2022) Commuter Choice Program of projects, which included, the new commuter bus service from Reston South to the Crystal City/Pentagon City area and the TDM strategy to reduce the fare of the Fairfax Connector bus route 599.

WHEREAS, NVTC developed a SPA to govern the terms of the transfer of Commuter Choice Program funds allocated by NVTC under the Amended and Restated Memorandum of Agreement (MOA), Transform 66: Inside the Beltway Project and ensure that the requirements of the MOA and the SPA are met.

WHEREAS, the SPAs for these projects, must be executed by the County and NVTC before distributions of toll revenues can occur.

NOW, THEREFORE, BE IT RESOLVED, that the Director of the Department of Transportation is authorized to execute the following Standard Project Agreements with the Northern Virginia Transportation Commission for the County Projects approved for FY 2022 I-66 Commuter Choice Program funding.

- Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration: New Bus Service from Reston South to Crystal City
- Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration: TDM Strategy – Fare Buy-Down on Bus Service from Reston North to Crystal City

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll
Revenue Funding of Projects and Administration**

**Between the Northern Virginia Transportation Commission and
Fairfax County**

NVTC Project Number: 059-61-22

NVTC Project Name: New Bus Service from Reston South to Crystal City

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration (“this Agreement”) is made and executed in duplicate on this ____ day of _____, 20__, by and between the Northern Virginia Transportation Commission (“NVTC”) and Fairfax County (“Recipient Entity”).

WITNESSETH

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

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project (“MOA”), as most recently amended on January 16, 2020, with the Commonwealth Transportation Board (“CTB”), and the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“Components” as used in the MOA and, for purposes of this Agreement, “Projects”) in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the “Beltway”) and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the “Facility”) which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB’s tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire’s payments to the Commonwealth (hereinafter referred to for purposes of this Agreement as “Toll Revenue”) for the implementation of Projects selected

by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

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

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

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

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

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

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

A. Recipient Entity's Obligations

Recipient Entity shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue within five (5) fiscal years of the first day of the fiscal year for which the funds

for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.
5. Recognize that, if the Project, as approved, contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B), NVTC may not provide Toll Revenue funding to Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Project to the next phase using NVTC Toll Revenue, Recipient Entity shall submit a written request to NVTC's Executive Director explaining the need for NVTC's funding of an advanced phase. NVTC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC's current and projected cash flow position and make a recommendation to NVTC whether to authorize the requested advance phase funding. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds

to advance a future phase of the Project and from requesting reimbursement from NVTC for having advance funded a future phase of the Project. However, Recipient Entity further recognizes that NVTC's reimbursement to Recipient Entity for having advance funded a Project phase will be dependent upon NVTC's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within twenty (20) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.
8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.
9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project

completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.

10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.
11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.
12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.
13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.
14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct

connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.
16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.
20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.
21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.
23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.
24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.
25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

1. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.
2. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.
4. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's

Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.

5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.
6. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.
2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.
3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.
4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

In the event of a dispute under this Agreement, the parties agree to meet and confer in order to ascertain if the dispute can be resolved informally without the need of a

third party or judicial intervention. NVTC's Executive Director and Recipient Entity's Chief Executive Officer or Chief Administrative Officer shall be authorized to conduct negotiations on behalf of their respective entities. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to NVTC and to Recipient Entity's governing body for formal confirmation and approval. If no satisfactory resolution can be reached via the meet and confer method, either party is free to pursue whatever remedies it may have at law, including all judicial remedies.

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

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

G. Notices

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

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

2) to: Fairfax County,
to the attention of Tom Biesiadny, Director
4050 Legato Road, Suite 400
Fairfax County, VA 22033 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Commission

By: _____

Date: _____

Fairfax County

By: _____

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-61-22

Project Title: New Bus Service from Reston South to Crystal City

Recipient Entity: Fairfax County

Toll Revenue Funds: \$ 5,110,800

Project Description

Commuter Choice funding is supporting two years of operating costs for express bus service between the Reston South Park and Ride lot and employment areas in Arlington, namely the Pentagon, Pentagon City and Crystal City. Funds also support the purchase of six buses to operate the 10 morning and 10 evening peak direction trips.

Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation¹: 150 persons.

Performance Measures and Reporting

Performance Measures

Report average weekday ridership, as well as the morning inbound peak-period ridership.

Collection Period

Data should be collected over a two-week period in March or April. Chosen period should not include any holiday periods and the averages should be calculated from Tuesdays, Wednesdays, and Thursdays during the period.

Reporting

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

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

Reports are due each July 30th or as otherwise identified by NVTC. Submit reports by email to Ben Owen at NVTC at benowen@novatransit.org.

¹ Throughput estimates for Commuter Choice on the I-66 Corridor Round Four (FY 2021-FY 2022) projects were developed prior to the COVID-19 public health emergency that began in March 2020. Continued impacts of the emergency on regional travel patterns may affect the project's actual person throughput improvements and other aspects of performance.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	New Bus Service from Reston South to Crystal City	Project Number:	059-61-22
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Malcolm Watson		
Email	Malcolm.Watson@fairfaxcounty.gov		
Phone	703-877-5631		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Study	\$ -	\$ -	\$ -	
Preliminary Engineering (PE)	\$ -	\$ -	\$ -	
Right-of-Way (ROW)	\$ -	\$ -	\$ -	
Construction (CN)	\$ -	\$ -	\$ -	
Capital Asset Acquisition	\$ 3,450,000	\$ 3,450,000	\$ -	
Transit Operating Costs	\$ -	\$ -	\$ -	
Other Operating Costs	\$ 1,946,400	\$ 1,600,800	\$ 345,600	Estimated Fare Revenue
Other-Marketing	\$ 60,000	\$ 60,000	\$ -	
Total	\$ 5,456,400	\$ 5,110,800	\$ 345,600	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2022
Study	\$ -
Preliminary Engineering (PE)	\$ -
Right-of-Way (ROW)	\$ -
Construction (CN)	\$ -
Capital Asset Acquisition	\$ 3,450,000
Transit Operating Costs	\$ -
Other Operating Costs	\$ 1,600,800
Other-Marketing	\$ 60,000
Total	\$ 5,110,800

TABLE B-3 QUARTERLY PROJECT CASH FLOW FOR NVTC TOLL REVENUE FUNDS ONLY

Quarter	FY2022	FY2023	FY2024	FY2025	FY2026
1st, September 30th	\$ -	\$ -	\$ 680,000	\$ 210,100	\$ 200,100
2nd, December 31st	\$ -	\$ -	\$ 470,000	\$ 210,100	\$ 200,100
3rd, March 31st		\$ 1,150,000	\$ 210,100	\$ 210,100	\$ -
4th, June 30th		\$ 1,150,000	\$ 210,100	\$ 210,100	\$ -
Total	\$ -	\$ 2,300,000	\$ 1,570,200	\$ 840,400	\$ 400,200

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

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

**Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll
Revenue Funding of Projects and Administration**

**Between the Northern Virginia Transportation Commission and
Fairfax County**

NVTC Project Number: **059-62-22**

NVTC Project Name: **TDM Strategy – Fare Buy-Down on Bus Service from Reston North
to Crystal City**

This Standard Project Agreement for Transform 66: Inside the Beltway Project, Toll Revenue Funding of Projects and Administration (“this Agreement”) is made and executed in duplicate on this ____ day of _____, 20__, by and between the Northern Virginia Transportation Commission (“NVTC”) and Fairfax County (“Recipient Entity”).

WITNESSETH

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

WHEREAS, NVTC entered into a Memorandum of Agreement Transform 66: Inside the Beltway Project (“MOA”), as most recently amended on January 16, 2020, with the Commonwealth Transportation Board (“CTB”), and the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”), as such MOA may be further amended from time to time, which MOA delegated to NVTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“Components” as used in the MOA and, for purposes of this Agreement, “Projects”) in the vicinity of the portion of I-66 beginning at the intersection of I-66 and I-495 (the “Beltway”) and ending at U.S. Route 29 in the Rosslyn area of Arlington County, Virginia (said portion of I-66 being referred to as the “Facility”) which Projects are designed to attain the Improvement Goals defined in the MOA as amended, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii) support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the toll paying users of the Facility;

WHEREAS, the MOA provides for the transfer to and use by NVTC of a portion of the funds collected from the CTB’s tolling of the Facility and the I-66 Outside the Beltway Express Lanes concessionaire’s payments to the Commonwealth (hereinafter referred to for

purposes of this Agreement as “Toll Revenue”) for the implementation of Projects selected by NVTC and approved by the CTB, as well as operating costs related to Projects, and NVTC financing and debt service payments and any allowable costs related thereto;

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

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

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

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

WHEREAS, NVTC’s governing body and Recipient Entity’s governing body have each authorized that their respective designee(s) execute this Agreement on their respective behalf(s) as evinced by copies of each such entity’s resolution or clerk’s minutes which are appended hereto as Appendix E;

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

A. Recipient Entity’s Obligations

Recipient Entity shall:

- I. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the Toll Revenue to the cost of the Project within two (2) fiscal years and to expend the Toll Revenue

within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by NVTC and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify NVTC in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided for the Project unless otherwise approved by NVTC, and the CTB as necessary, and set forth in an amendment to this Agreement.

2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the NVTC Toll Revenues specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with NVTC Toll Revenue. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned from Project operations from any requests for reimbursement of operating expenses.
5. Recognize that, if the Project, as approved, contains "multiple phases" (as such "multiple phases" are defined for the Project on Appendix A), for which NVTC will provide funding for such multiple phases (as set forth on Appendix B), NVTC may not provide Toll Revenue funding to Recipient Entity to advance the Project to the next phase until the current phase is completed. In any circumstance where Recipient Entity seeks to advance a Project to the next phase using NVTC Toll Revenue, Recipient Entity shall submit a written request to NVTC's Executive Director explaining the need for NVTC's funding of an advanced phase. NVTC's Executive Director will thereafter review the circumstances underlying the request in conjunction with Appendix B and NVTC's current and projected cash flow position and make a recommendation to NVTC whether to authorize the requested advance phase funding. Nothing

herein, however, shall prohibit Recipient Entity from providing its own funds to advance a future phase of the Project and from requesting reimbursement from NVTC for having advance funded a future phase of the Project. However, Recipient Entity further recognizes that NVTC's reimbursement to Recipient Entity for having advance funded a Project phase will be dependent upon NVTC's cash flow position at the time such a request for reimbursement is submitted and to the extent that any such advanced funding is consistent with Appendix B.

6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within twenty (20) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.
8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates of additional costs associated with those circumstances. Recipient Entity understands that it will be within NVTC's sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that NVTC will do so only in accordance with NVTC's approved Project selection process and upon formal action and approval by NVTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if NVTC and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.
10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.
11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.
12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.
13. Reimburse NVTC for all NVTC Toll Revenue (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.
14. Name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its

representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by NVTC Toll Revenue to indemnify NVTC and its Bond Trustee, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.
16. Give notice to NVTC that Recipient Entity may use NVTC Toll Revenue to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.
17. Provide certification to NVTC, that upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will NVTC be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern

the letting of public contracts, unless superseded by the laws that govern Recipient Entity.

19. Acknowledge that if the Project is being funded in whole or in part by NVTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.
20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.
21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to NVTC Toll Revenue and/or NVTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that NVTC will not be a party or signatory to that agreement; nor will NVTC have any obligation to comply with the requirements of that agreement.
23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion.
24. Assist NVTC in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by NVTC.
25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by NVTC, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

1. Provide to Recipient Entity the funding authorized by NVTC for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.
2. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
3. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

4. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review, NVTC's Executive Director will make a recommendation to NVTC's Executive Committee for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. NVTC's Executive Committee will thereafter make a recommendation on any such request to NVTC for final determination by NVTC, and approval by the CTB.
5. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.
6. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any NVTC Toll Revenue in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and make a recommendation to the NVTC Executive Committee which will, in turn, make a recommendation to NVTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC makes a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.
7. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
8. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public

Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of Toll Revenue hereunder, with the exception of those provisions which, by their express terms, survive termination.
2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC an opportunity to investigate and cure any such alleged breach.
3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that NVTC excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and NVTC may, in its sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied NVTC funds in contravention of applicable law.
4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended NVTC Toll Revenue with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

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

E. NVTC's Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by NVTC Toll Revenues under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to NVTC, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by NVTC under this Agreement. If Recipient Entity refuses or fails to refund said monies to NVTC, NVTC may recover the proportionate value from Recipient Entity by pursuit of any remedies available to NVTC, including but not limited to NVTC's withholding of commensurate amounts from future distributions of NVTC Toll Revenue to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both NVTC and the Commonwealth.

F. Appropriations Requirements

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

funds being appropriated by the General Assembly, allocated by the CTB and distributed by VDOT to NVTC.

G. Notices

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

1) to: NVTC, to the attention of its Executive Director;

2300 Wilson Blvd., Suite 230

Arlington, VA 22201

2) to: Fairfax County,

to the attention of Tom Biesiadny, Director

4050 Legato Road, Suite 400

Fairfax County, VA 22033 (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Commission

By: _____

Date: _____

Fairfax County

By: _____

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-62-22

Project Title: TDM Strategy – Fare Buy-Down on Bus Service from Reston North to Crystal City

Recipient Entity: Fairfax County

Toll Revenue Funds: \$ 154,500

Project Description

This project supports a TDM strategy to reduce the fare of the Fairfax Connector express bus service between the Reston North Park and Ride and several stops in Arlington County, including the Pentagon, Pentagon City and Crystal City. Prior to Commuter Choice funding, the fare for the route was \$7.50. Commuter Choice funds are reducing the fare to \$4.25, aligning the value with other express bus services offered by Fairfax Connector.

Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation¹: 16 persons.

Performance Measures and Reporting

Performance Measures

Report average weekday ridership, as well as the morning inbound peak-period ridership.

Collection Period

Baseline ridership data is to be collected before the project is implemented. Data should be collected over a two-week period in March or April. Chosen period should not include any holiday periods and the averages should be calculated from Tuesdays, Wednesdays, and Thursdays during the period.

Reporting

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

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

Reports are due each July 30th or as otherwise identified by NVTC. Submit reports by email to Ben Owen at NVTC at benowen@novatransit.org.

¹ Throughput estimates for Commuter Choice on the I-66 Corridor Round Four (FY 2021-FY 2022) projects were developed prior to the COVID-19 public health emergency that began in March 2020. Continued impacts of the emergency on regional travel patterns may affect the project's actual person throughput improvements and other aspects of performance.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	TDM Strategy – Fare Buy-Down on Bus Service from Reston North to Crystal City	Project Number:	059-62-22
Recipient Entity:	Fairfax County	Revision Number:	
Recipient Contact:		Revision Date:	
Name	Malcolm Watson		
Email	Malcolm.Watson@fairfaxcounty.gov		
Phone	703-877-5631		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved NVTC Toll Revenue Funds	Other Funds (if applicable)	
Study	\$ -	\$ -	\$ -	
Preliminary Engineering (PE)	-	-	-	
Right-of-Way (ROW)	-	-	-	
Construction (CN)	-	-	-	
Capital Asset Acquisition	-	-	-	
Transit Operating Costs	-	-	-	
Other Operating Costs	114,500	114,500	-	
Other-Marketing	40,000	40,000	-	
Total	\$ 154,500	\$ 154,500	\$ -	

TABLE B-2 NVTC PROJECT FUNDS PROGRAMMED

Project Type	FY2022
Study	\$ -
Preliminary Engineering (PE)	-
Right-of-Way (ROW)	-
Construction (CN)	-
Capital Asset Acquisition	-
Transit Operating Costs	-
Other Operating Costs	114,500
Other-Marketing	40,000
Total	\$ 154,500

TABLE B-3 QUARTERLY PROJECT CASH FLOW FOR NVTC TOLL REVENUE FUNDS ONLY

Quarter	FY2022	FY2023	FY2024	FY2025	FY2026
1st, September 30th	\$ -		\$ 19,310	\$ 19,315	\$ -
2nd, December 31st	-	19,315	19,310	-	-
3rd, March 31st		19,310	19,315	-	-
4th, June 30th		19,310	19,315		-
Total	\$ -	\$ 57,935	\$ 77,250	\$ 19,315	\$ -

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

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

ACTION - 7

Authorization for the Fairfax County Redevelopment and Housing Authority to Make Housing Blueprint Loans and Utilize Funding in the Aggregate Amount of \$33,051,534, to Finance the Development of the Proposed 175-Unit Dominion Square West Phase I (Hunter Mill District)

ISSUE:

Board authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to make Housing Blueprint loans and utilize funding in the aggregate amount of \$33,051,534 to assist in the financing the development of 175 units of affordable multifamily housing, known as Dominion Square West Phase I (the Project), in the Hunter Mill District.

RECOMMENDATION:

The County Executive recommends that the Board authorize the FCRHA to use funds for the Project as follows:

1. Fund a \$22,081,534 subordinate loan to the developer, Arlington Partnership for Affordable Housing, Inc. (APAH) from the Housing Blueprint and Housing Proffer Contributions – Tysons.
2. Fund \$10,970,000 from American Rescue Plan Act (ARPA) funds as equity investment by the FCRHA through fee simple ownership of the land.

TIMING:

Immediate. APAH requires approval of the FCRHA subordinate loan for the Project to meet Virginia Housing's requirement of a funding commitment prior to the anticipated application for the 9 percent Low-Income Housing Tax Credit (LIHTC) program before the anticipated March 18, 2022, deadline.

BACKGROUND:

In July 2021, the Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) for County and Federal Funds, as amended to date. APAH submitted an application requesting \$22,081,534 to support construction and \$20,970,000 to support the land acquisition for the Project. The NOFA Selection Advisory Committee (SAC) recommended an award of \$22,081,534 in the form of a

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loan (FCRHA Loan) to APAH to support the construction of the Project. In addition, the FCRHA has approved \$20,970,000 in funding to support the land purchase. This includes \$10,970,000 in American Rescue Plan Act (ARPA) funds previously set aside by the Board for the FCRHA and subject to Board approval, and \$10,000,000 from the FCRHA's Moving to Work/Housing Choice Voucher (HCV) Reserve Fund.

Project Description:

The Project will be a 9-story, concrete and steel high-rise building with 175 new affordable units. APAH will pursue EarthCraft Gold Certification for the building. As currently designed, the Project will deliver 35 one-bedroom, 105 two-bedroom, and 35 three-bedroom units. The development will also feature common areas and resident amenities, including community rooms, leasing and resident services offices, outdoor landscaped areas, and 175 parking spaces (structured and surface). The Project will be restricted to households with incomes at or below 30 percent of Area Median Income (AMI), 50 percent of AMI, and 60 percent of AMI. The proposal is also anticipated to include the award of 40 project-based vouchers (PBVs) to further support residents at or below percent and 50 percent of AMI.

A more detailed Project Summary is attached to this item as Attachment 1.

Ownership:

APAH entered into a Real Estate Purchase and Sale Agreement (PSA) with CARS-DB1, LLC, (CARS) on May 28, 2021, for the purchase of approximately 2.0 acres at 1592 Spring Hill Road, Tysons, VA 22182 at a price of \$20,700,000. The transaction would also involve an estimated \$270,000 in settlement costs for a total cost of \$20,970,000. Pursuant to an Initial Development Agreement between the FCRHA and APAH dated July 16, 2021, APAH intends to assign the PSA to the FCRHA at closing, with the FCRHA taking title to the property.

Applicant:

APAH was founded in 1989 to meet the urgent housing needs of the diverse communities of the DC Metro area. Its mission is to develop, preserve, and own quality, affordable homes; to promote stability and opportunity for its residents; and to advocate with the people and communities it serves. APAH now has a portfolio of 18 properties totaling 1,813 units, valued at over \$350 million. Its pipeline includes over 800 units under active construction or under development in the DC Metro area. APAH has a professional staff of 25 focused on real estate development, resident services, finance, and community relations. Its real estate team is highly experienced and is a recognized leader in innovative financing and efficient project management.

Financing Plan:

Please see Attachment 1 - Project Summary

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Appraised Value:

An independent appraiser, Novogradac Consulting, LLP, confirmed that the 'Decontrol Value' value of the property is \$50,000,000, which fully collateralizes the anticipated first lien mortgage and the FCRHA Loan. The Department of Tax Administration has reviewed the appraisal and determined the methodology used to be appropriate and the current and prospective valuation conclusions, under market rent and restricted rent scenarios, to be reasonable.

Timeline:

The estimated timetable for the Project is as follows:

FCRHA Approval	December 16, 2021
Virginia Housing (VH) 9 percent LIHTC Application Deadline	March 18, 2022
VH 9 percent LIHTC Award Notification	June 2022
VH 4 percent LIHTC Application	August 2022
VH 4 percent LIHTC Award	October 2022
Land Purchase	July - November 2023
Financial Closing / Construction Start	July - November 2023

Closing Conditions:

Requirements for FCRHA funding of the Project include, but are not limited to, completion of the following:

1. Final commitment of the first-lien mortgage loan, FCRHA Loan, other subordinate loans, and tax-exempt bond financing closing and disbursement of funds
2. Reservation of both 4 percent and 9 percent tax credits from Virginia Housing
3. Commitment and disbursement from tax credit investor
4. Tax-exempt Bonds issued by the FCRHA
5. Final underwriting by HCD Staff
6. Satisfactory appraisal of the property that collateralizes the loan
7. Receipt and approval of all required third-party reports by HCD staff
8. Other factors as deemed necessary to protect the interest of the FCRHA and Fairfax County

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FISCAL IMPACT:

Funding of \$22,081,534 to support the construction of the Project through a subordinate Housing Blueprint loan to APAH will be allocated from the following sources identified in the NOFA:

1. \$13,331,912 from Fund 30300, Affordable Housing Development and Investment Fund, Project 2H38-180-000, Housing Blueprint.
2. \$8,749,622 from Fund 40300, Housing Trust Fund, Project HF-000081, Housing Proffer Contributions – Tysons.

Funding of \$10,970,000 for the land acquisition by the FCRHA will be allocated from ARPA funds provided by the County to the FCRHA. In addition, \$10,000,000 will be allocated from Fund 81510, FCRHA-Section 8/HCV Program, available to be used for the Project at the FCRHA's discretion through its status as a Moving to Work Authority, as approved by the U.S. Department of Housing and Urban Development.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Summary
Attachment 2 – Sources and Uses
Attachment 3 – FCRHA Loan Term Sheet
Attachment 4 – Vicinity Map

STAFF:

Christopher A. Leonard, Deputy County Executive
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Ryan Sherriff, Division Director, Real Estate Finance and Grants Management (REFGM), HCD
Jyotsna Sharma, Associate Director, REFGM, HCD
Debashish Chakravarty, Senior Real Estate Finance Officer, REFGM, HCD

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney
Susan Timoner, Assistant County Attorney

PROJECT SUMMARY

Dominion Square West Phase I

GENERAL:

Dominion Square West Phase I (the Project) will comprise 175 units under a master condominium structure made up of one portion financed by 4 percent LIHTC (4 Percent Condo) and one portion financed with 9 percent LIHTC equity (9 Percent Condo) owned by two separate limited partnerships. This model allows the developer to leverage more LIHTC equity by combining 9 percent LIHTC and 4 percent LIHTC.

The Project will include the following:

- The 4 Percent Condo:
 - Construction by APAH of 105 units for households with incomes at or below 50 percent of Area Median Income (AMI) and 60 percent of AMI
- The 9 Percent Condo:
 - Construction by APAH of 70 units for households with incomes at or below 30 percent of AMI, 50 percent of AMI, and 60 percent of AMI
- Ground Lease:
 - APAH intends to enter into a long-term unsubordinated Ground Lease with the Fairfax County Redevelopment and Housing Authority (FCRHA) for a term of 85 years
- Parking Spaces:
 - 175 total parking spaces for both the 4 Percent Condo and 9 Percent Condo

FINANCING PLAN:

APAH contemplates that the 9 Percent Condo and 4 Percent Condo will be financed using the specific sources listed below.

4 Percent Condo:

- 4 percent LIHTC Equity
- Federal Housing Administration (FHA) First-Lien Mortgage
- FCRHA Tax-Exempt Bonds
- FCRHA Loan
- National Housing Trust Fund (NHT) Loan
- Deferred Development Fee Note
- APAH Sponsor Loan

9 Percent Condo:

- 9 percent LIHTC Equity
- FHA First-Lien Mortgage

**CURRENT ESTIMATED FINANCING SOURCES AND USES
DOMINION SQUARE WEST PHASE I**

Sources and Uses:

Dominion Square West Phase I (4 Percent Condo)

Permanent Sources	Sources
FHA 221(d)(4) Loan	\$16,474,130
FCRHA Loan	\$14,283,270
Other FCRHA Sources – Land Acquisition	\$12,582,000
Tax Credit Equity	\$29,505,489
Deferred Developer Fee	\$750,000
National Housing Trust Fund Loan	\$700,000
APAH Sponsor Loan	\$750,000
Total Permanent	\$75,044,889
Summarized Uses	Uses
Land Acquisition Costs	\$12,555,000
Construction Costs	\$41,294,910
Hard Cost Contingency	\$4,114,491
Architecture and Engineering	\$1,266,803
Soft Cost Contingency	\$338,226
Legal	\$225,000
Other Soft Costs	\$5,924,224
Capitalized Construction Loan Interest	\$3,423,156
Bond Costs of Issuance	\$602,651
Permanent Loan Origination Fees	\$329,483
Construction Loan Fees and Interest Rate Cap	\$610,461
Tax Credit Fees	\$213,948
Debt Service and Operating Reserves	\$871,536
Deficit Funding During Lease-Up	\$125,000
Working Capital	\$150,000
Developer Fee	\$3,000,000
Total Uses	\$75,044,889

Dominion Square West Phase I (9 Percent Condo)

Permanent Sources	Sources
FHA 221(d)(4) Loan	\$10,717,295
FCRHA Loan	\$7,798,264
Other FCRHA Sources – Land Acquisition	\$8,388,000
Tax Credit Equity	\$22,307,769
Deferred Developer Fee	\$750,000

NHTF Loan	\$700,000
APAH Sponsor Loan	\$750,000
Total Permanent	\$51,411,328
Summarized Uses	Uses
Land Acquisition Costs	\$8,415,000
Construction Costs	\$27,529,940
Hard Cost Contingency	\$2,742,994
Architecture and Engineering	\$844,536
Soft Cost Contingency	\$225,484
Legal	\$225,000
Other Soft Costs	\$4,142,357
Capitalized Construction Loan Interest	\$2,457,188
Bond Costs of Issuance	\$0
Permanent Loan Origination Fees	\$228,346
Construction Loan Fees and Interest Rate Cap	\$419,866
Tax Credit Fees	\$162,000
Debt Service and Operating Reserves	\$584,466
Deficit Funding During Lease-Up	\$125,000
Working Capital	\$309,151
Developer Fee	\$3,000,000
Total Uses	\$51,411,328

Summary Terms of FCRHA Loan:

The FCRHA Loan will be closed simultaneously with all other permanent funding sources for both transactions. The term will be for 30 years or such other term that is co-terminus with the permanent senior loans. It will be an interest only loan, payable from 50% of borrower's net cash flow, with all unpaid interest deferred until maturity. 50% of the FCRHA Loan proceeds will be disbursed when construction of the Project reaches 50% completion, with the remaining balance disbursed upon 100% construction completion. Interest will start accruing at the time the first mortgage begins to amortize.

- FCRHA Loan
- NHT Loan
- Deferred Developer Fee Note
- APAH Sponsor Loan

Currently, \$7,798,264 of the FCRHA Loan award is budgeted for the 9 Percent Condo and \$14,283,270 is budgeted for the 4 Percent Condo. These amounts may change prior to closing, but the aggregate amount of FCRHA Loan award will not exceed \$22,081,534. If the final cost of the Project decreases or APAH receives increased or additional sources prior to closing, the FCRHA will reduce the aggregate amount of the FCRHA Loan accordingly.

In addition to the FCRHA Loan, the FCRHA has approved funding of \$20,970,000, including \$10,970,000 in ARPA funds, for an equity investment through fee simple ownership of the land.

A more detailed summary of the financing sources and uses for the Project is attached to this item as Attachment 3.

PROJECT BENEFITS:

- 175 units of affordable multifamily housing in the highly cost-burdened Tysons neighborhood of Fairfax County.
- Units ranging from 30 percent of Area Median Income (AMI) for extremely low-income residents to up to 60 percent of AMI levels.
- Within walking distance of Spring Hill Metro Station and multiple bus stops.
- Access to job opportunities in Tysons and greater DC area through multi-modal transportation system.
- Entire project will remain affordable for extended period through ground lease with FCRHA.
- Project improves infrastructure within vicinity.

UNIVERSAL DESIGN AND ACCESSIBILITY:

- All 9 Percent Condo units (70 units) will be Universal Design units and 10% of 4 Percent Condo units (11 units) will be Universal Design units.
- 18 Americans with Disabilities Act compliant units.

PROPOSED RENTS AND AFFORDABILITY RESTRICTIONS:

The project contains two rent rate structures: LIHTC rents set by Virginia Housing and PBV rents established by the FCRHA, using a HUD regulatory structure. The regulatory structure dictates the gross rent that a landlord can receive when using a Project-Based Voucher. The gross rents shown in the charts below are higher for the PBV units than the non-PBV units because the rent is calculated under those federal regulations. When the voucher is applied to each unit, the tenant's portion of the gross rent will not exceed the maximum LIHTC (non-PBV) rents.

4 Percent Condo

60% AMI Units	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	18	\$1,451	\$85	\$1,366
Two Bedroom	53	\$1,741	\$108	\$1,633
Three Bedroom	18	\$2,013	\$134	\$1,879
Total/Average	89	\$1,737		\$1,629
PBV Units²	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom (50% AMI)	3	\$1,703	\$85	\$1,618
Two Bedroom (50% AMI)	10	\$1,942	\$108	\$1,834
Three Bedroom (50% AMI)	3	\$2,489	\$134	\$2,355
Total/Average	16	\$2,000		1,891
TOTAL UNITS	105			

1) Utility allowance includes A/C, heat, hot water, water, sewer, cooking, and other.

2) APAH will apply for 16 Project-Based Vouchers @ 50 percent AMI on the 4 Percent Condo. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All tenants within the PBV units will pay the lesser of (1) 30 percent of their monthly income or (2) the maximum LIHTC rent for a 50% AMI unit.

9 Percent Condo

50% AMI Units	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	1	\$1,209	\$85	\$1,124
Two Bedroom	9	\$1,450	\$108	\$1,342
Three Bedroom	1	\$1,677	\$134	\$1,543
Total/Average	11	\$1,449		\$1,340
60% AMI Units	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	7	\$1,451	\$85	\$1,366
Two Bedroom	21	\$1,741	\$108	\$1,633
Three Bedroom	7	\$2,013	\$134	\$1,879
Total/Average	35	\$1,737		\$1,629

PBV Units – 30% AMI²	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	1	\$1,703	\$85	\$1,618
Two Bedroom	4	\$1,942	\$108	\$1,834
Three Bedroom	1	\$2,489	\$134	\$2,355
Total/Average	6	\$1,993		\$1,885
PBV Units – 50% AMI²	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	5	\$1,703	\$85	\$1,618
Two Bedroom	8	\$1,942	\$108	\$1,834
Three Bedroom	5	\$2,489	\$134	\$2,355
Total/Average	18	\$2,028		\$1,919
TOTAL UNITS:	70			

- 1) Utility allowance includes A/C, heat, hot water, water, sewer, cooking, and other.
- 2) APAH will apply for 24 Project-Based Vouchers @ 30 percent and 50 percent AMI on the 9 Percent Condo. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All tenants within the PBV units will pay the lesser of (1) 30 percent of their monthly income or (2) the maximum LIHTC rent for a 30% or 50% AMI unit.

Project Risks and Concerns:

1. Interest rate risk on the first mortgage: The interest rate will not be fixed until closing. Should interest rates increase before closing, above the currently estimated interest rate of 4.40 percent, APAH will have to seek additional sources of funds or identify cost savings in the development budget.
2. First mortgage commitment risk: If first mortgage commitment is not received in time for the anticipated closing, the timing for the project will need to be re-evaluated.
3. Tax credit equity price: Currently, the tax credits have been priced at \$0.97/credit dollar for both the 4 Percent Condo and 9 Percent Condo. Should equity prices fall below current levels, APAH will have to identify additional funds or cost savings in the development budget.
4. 9 percent LIHTC Award: If APAH does not receive the competitive 9 percent LIHTC award, they would need to restructure the deal with other sources to fill that gap.
5. Virginia Housing Per Square Foot Cost Limits: The cost/square foot for both the 4 Percent and 9 Percent Condos (\$440 and \$455, respectively) exceeds the current 2021 Virginia Housing new construction limit of \$390. This is currently a mandatory requirement and could prevent the Project from winning tax credits. APAH has estimated that Virginia Housing will increase the limits by approximately 20 percent, as they did from the prior year, increasing the limit to approximately \$468 per square foot.

FCRHA Loan Term Sheet:

Borrower:	APAH, Inc. (4 Percent Condo LLC <u>TBD</u>)
Project Address:	1592 Spring Hill Road, Tysons, VA 22182
Tax Map No.:	0293-01-0002D
Amount:	Up to \$14,283,270
Interest Rate:	2% simple interest per annum. Interest will accrue on funds actually disbursed.
Amortization:	Loan will be repaid from 50% of annual net cash flow (NCF). NCF includes cash flow remaining after payment of must-pay debt service, operating expenses, operating reserves, and deferred developer fee. Payments made will be applied first to accrued interest, then to principal. All outstanding principal and accrued but unpaid interest will be due on the maturity date.
Term:	Term to be coterminous with term of first-position permanent loan.
Security:	Second position deed of trust against the property, or such lower priority lien position as the FCRHA may accept in its sole discretion. The value of the property, as determined by an appraisal acceptable to the FCRHA and consistent with the terms of the Notice of Funding Availability, must exceed the aggregate debt of the FCRHA Loan together with all higher priority loans.
Affordability:	<p>Borrower will rent 89 units to households with an initial household income of no more than 60% of the area median income (AMI) and 16 units to households with an initial household income of no more than 50% of AMI. After initial qualification and occupancy, a household's income may not exceed 100% of AMI or, if the property is subject to low-income housing tax credit (LIHTC) restrictions, the maximum income permitted under the LIHTC program.</p> <p>Borrower may not charge more than one-twelfth of 30% of the applicable AMI tier for monthly rent. If tenants will pay their own utilities, then Borrower may not charge more than one-twelfth of 30% of the applicable AMI tier, minus the FCRHA's standard utility allowance amount, for monthly rent.</p> <p>FCRHA Loan affordability restrictions will appear in one or more agreements recorded in the land records for the property and will run with the land for the greater of 30 years or the term of the first position permanent loan, even if FCRHA Loan is repaid before such</p>

time. The FCRHA reserves the right to require that the FCRHA Loan affordability survive the foreclosure of the first-position debt.

Option & ROFR: Borrower will provide FCRHA with an option to purchase the property and a right of first refusal for the property. The terms of each agreement will be for 24 months, beginning at the end of the 15-year LIHTC period. Additional terms to be negotiated.

Developer Fee: Borrower may pay a developer fee to Developer, the total and deferred amounts of which are subject to the approval of the FCRHA. Borrower may recoup its deferred developer fee in parity with payments on the FCRHA Loan, but only (i) after the FCRHA has approved an audited financial statement for the relevant year, (ii) after all reserves are fully funded and replenished, (iii) if Borrower is not in default under any loan documents, and (iv) if there is no deferred maintenance at the property.

Borrower will make no other payments to Developer (or affiliates of Developer) without the prior consent of the FCRHA.

Monitoring Fee: Borrower will pay to the FCRHA an annual monitoring fee of \$5,000, escalating at 3% annually, for monitoring project compliance with FCRHA Loan affordability requirements. The monitoring fee is “must pay” and not cash flow dependent.

Reserves: At Funding, Borrower will establish a repair and replacement reserve in the amount required by Borrower’s first position lender and/or investors.

Transfers: Borrower may not transfer the property, in whole or in part, by operation of law or otherwise, without the prior approval of the FCRHA, not to be unreasonably withheld. Borrower may, however, transfer the property to an affiliate under common control, provided that Borrower must notify the FCRHA in advance.

No interests in the Borrower may be transferred without the prior approval of the FCRHA, not to be unreasonably withheld, except (i) for cause, as set forth in Borrower’s partnership/operating agreement or (ii) for transfers of the investor’s interests to the Borrower to Borrower’s general partner / managing member after the end of the LIHTC compliance period.

Senior Loan: The first position loan must amortize and have a fixed interest rate.

First position lender must enter into intercreditor / subordination agreement with FCRHA on terms reasonably acceptable to the FCRHA including, without limitation, the survival of the FCRHA Loan affordability and the right to cure defaults, to acquire the senior debt, and to acquire ownership of the property.

Other Loans: Other than the loans represented in the application for this FCRHA Loan, Borrower may not subject the property to any deed of trust or other lien, whether senior or subordinate to the FCRHA Loan, without the prior approval of the FCRHA.

Borrower may not obtain any unsecured loans without the prior approval of the FCRHA, except for an unsecured loan that is cash flow dependent and the repayment of which would come after amortization of the FCRHA Loan in priority of payment from NCF.

Refinancing: The FCRHA Loan will become due on any refinancing of the senior loan. The FCRHA, in its sole discretion, may agree to keep the FCRHA Loan in place on a refinancing of the senior loan upon such terms and conditions as it may negotiate.

Closing & Funding: Subject to certain conditions, the FCRHA will fund 50% of the maximum FCRHA Loan at 50% completion of construction (Early Funding) and will fund up to the remainder concurrently with the closing on and funding of Borrower's permanent loan (Funding).

When project construction is completed, if there are savings in the development budget, then at the discretion of the FCRHA such savings may be used to reduce the amount of the FCRHA Loan provided at Funding, so long as such reduction would not impact the project's basis under LIHTC regulations.

Closing Conditions:

1. Fully executed construction loan documents and construction contract.
2. Fully executed partnership/operating agreement of Borrower, with admission of investor.
3. Fully executed loan commitment for permanent loan, and all necessary approvals for any other permanent and/or ongoing funding sources.
4. If not already provided, a satisfactory appraisal (see "Security", above), dated no earlier than 6 months before Closing.
5. Lender's title insurance policy for the benefit of the FCRHA, from a title company acceptable to the FCRHA.
6. If not already provided as part of Borrower's loan application, the following items, as the FCRHA may reasonably deem necessary: zoning letter from Fairfax County Department of Planning and Zoning, site plan, building permits, description of significant litigation, Borrower organizational documents (including good standing certificate and authorizing resolutions), ALTA survey reasonably satisfactory to the FCRHA, and legal opinion of Borrower's counsel.

7. All site control, equity, and non-FCRHA loan documents must be reasonably acceptable to FCRHA.
8. Final underwriting acceptable to the FCRHA, including sources and uses, development budget, annual operating expenses, 15-year cash flow analysis, development schedule.
9. FCRHA loan documents fully negotiated and in final form.
10. Such other items and information as the FCRHA may reasonably require.

Early Funding Conditions:

1. Certification of architect that at least 50% of the construction contract price has been expended.
2. Payment and performance bond specifying the FCRHA as a named insured.
3. Mutually acceptable intercreditor agreement with construction lender.
4. No outstanding defaults under any loan, construction, or other project-related agreement.
5. Such other items and information as the FCRHA may reasonably require.

Funding Conditions:

1. Completion of construction, evidenced by FCRHA's receipt of all of certificate of substantial completion from project architect, final construction lien releases, all occupancy permits, and a set of as-built drawings for the project.
2. Satisfactory title bringdown.
3. Execution by an Assistant Secretary of the FCRHA.
4. Such other items and information as the FCRHA may reasonably require.

Use of Insurance Proceeds After Casualty: After a casualty event, Borrower must restore so long as restoration is reasonably practicable. Borrower's first-position lender may not have unilateral ability to repay itself from casualty insurance proceeds after all casualty events.

The FCRHA may permit exceptions on a case-by-case basis to provisions in this term sheet in its sole discretion. In the event of any conflict between this term sheet and any fully executed FCRHA loan document, the terms of the FCRHA loan document will control. No third party may rely on the contents of this term sheet.

FCRHA:

By: _____
Name: _____
Title: _____

BORROWER - _____

By: _____
Name: _____
Title: _____

FCRHA Loan Term Sheet:

Borrower:	APAH, Inc. (9 Percent Condo LLC <u>TBD</u>)
Project Address:	1592 Spring Hill Road, Tysons, VA 22182
Tax Map No.:	0293-01-0002D
Amount:	Up to \$7,798,264
Interest Rate:	2% simple interest per annum. Interest will accrue on funds actually disbursed.
Amortization:	Loan will be repaid from 50% of annual net cash flow (NCF). NCF includes cash flow remaining after payment of must-pay debt service, operating expenses, operating reserves, and deferred developer fee. Payments made will be applied first to accrued interest, then to principal. All outstanding principal and accrued but unpaid interest will be due on the maturity date.
Term:	Term to be coterminous with term of first-position permanent loan.
Security:	Second position deed of trust against the property, or such lower priority lien position as the FCRHA may accept in its sole discretion. The value of the property, as determined by an appraisal acceptable to the FCRHA and consistent with the terms of the Notice of Funding Availability, must exceed the aggregate debt of the FCRHA Loan together with all higher priority loans.
Affordability:	<p>Borrower will rent 35 units to households with an initial household income of no more than 60% of the area median income (AMI), 29 units to households with an initial household income of no more than 50% of AMI, and 6 units to households with an initial household income of no more than 30% of AMI. After initial qualification and occupancy, a household's income may not exceed 100% of AMI or, if the property is subject to low-income housing tax credit (LIHTC) restrictions, the maximum income permitted under the LIHTC program.</p> <p>Borrower may not charge more than one-twelfth of 30% of the applicable AMI tier for monthly rent. If tenants will pay their own utilities, then Borrower may not charge more than one-twelfth of 30% of the applicable AMI tier, minus the FCRHA's standard utility allowance amount, for monthly rent.</p> <p>FCRHA Loan affordability restrictions will appear in one or more agreements recorded in the land records for the property and will run with the land for the greater of 30 years or the term of the first</p>

position permanent loan, even if FCRHA Loan is repaid before such time. The FCRHA reserves the right to require that the FCRHA Loan affordability survive the foreclosure of the first-position debt.

- Option & ROFR:** Borrower will provide FCRHA with an option to purchase the property and a right of first refusal for the property. The terms of each agreement will be for 24 months, beginning at the end of the 15-year LIHTC period. Additional terms to be negotiated.
- Developer Fee:** Borrower may pay a developer fee to Developer, the total and deferred amounts of which are subject to the approval of the FCRHA. Borrower may recoup its deferred developer fee in parity with payments on the FCRHA Loan, but only (i) after the FCRHA has approved an audited financial statement for the relevant year, (ii) after all reserves are fully funded and replenished, (iii) if Borrower is not in default under any loan documents, and (iv) if there is no deferred maintenance at the property.
- Borrower will make no other payments to Developer (or affiliates of Developer) without the prior consent of the FCRHA.
- Monitoring Fee:** Borrower will pay to the FCRHA an annual monitoring fee of \$5,000, escalating at 3% annually, for monitoring project compliance with FCRHA Loan affordability requirements. The monitoring fee is “must pay” and not cash flow dependent.
- Reserves:** At Funding, Borrower will establish a repair and replacement reserve in the amount required by Borrower’s first position lender and/or investors.
- Transfers:** Borrower may not transfer the property, in whole or in part, by operation of law or otherwise, without the prior approval of the FCRHA, not to be unreasonably withheld. Borrower may, however, transfer the property to an affiliate under common control, provided that Borrower must notify the FCRHA in advance.
- No interests in the Borrower may be transferred without the prior approval of the FCRHA, not to be unreasonably withheld, except (i) for cause, as set forth in Borrower’s partnership/operating agreement or (ii) for transfers of the investor’s interests to the Borrower to Borrower’s general partner / managing member after the end of the LIHTC compliance period.
- Senior Loan:** The first position loan must amortize and have a fixed interest rate.
- First position lender must enter into intercreditor / subordination agreement with FCRHA on terms reasonably acceptable to the FCRHA including, without limitation, the survival of the FCRHA Loan affordability and the right to cure defaults, to acquire the

senior debt, and to acquire ownership of the property.

Other Loans: Other than the loans represented in the application for this FCRHA Loan, Borrower may not subject the property to any deed of trust or other lien, whether senior or subordinate to the FCRHA Loan, without the prior approval of the FCRHA.

Borrower may not obtain any unsecured loans without the prior approval of the FCRHA, except for an unsecured loan that is cash flow dependent and the repayment of which would come after amortization of the FCRHA Loan in priority of payment from NCF.

Refinancing: The FCRHA Loan will become due on any refinancing of the senior loan. The FCRHA, in its sole discretion, may agree to keep the FCRHA Loan in place on a refinancing of the senior loan upon such terms and conditions as it may negotiate.

Closing & Funding: Subject to certain conditions, the FCRHA will fund 50% of the maximum FCRHA Loan at 50% completion of construction (Early Funding) and will fund up to the remainder concurrently with the closing on and funding of Borrower's permanent loan (Funding).

When project construction is completed, if there are savings in the development budget, then at the discretion of the FCRHA such savings may be used to reduce the amount of the FCRHA Loan provided at Funding, so long as such reduction would not impact the project's basis under LIHTC regulations.

Closing Conditions:

11. Fully executed construction loan documents and construction contract.
12. Fully executed partnership/operating agreement of Borrower, with admission of investor.
13. Fully executed loan commitment for permanent loan, and all necessary approvals for any other permanent and/or ongoing funding sources.
14. If not already provided, a satisfactory appraisal (see "Security", above), dated no earlier than 6 months before Closing.
15. Lender's title insurance policy for the benefit of the FCRHA, from a title company acceptable to the FCRHA.
16. If not already provided as part of Borrower's loan application, the following items, as the FCRHA may reasonably deem necessary: zoning letter from Fairfax County Department of Planning and Zoning, site plan, building permits, description of significant litigation, Borrower organizational documents (including good standing certificate and authorizing resolutions), ALTA survey reasonably satisfactory to the

FCRHA, and legal opinion of Borrower's counsel.

17. All site control, equity, and non-FCRHA loan documents must be reasonably acceptable to FCRHA.
18. Final underwriting acceptable to the FCRHA, including sources and uses, development budget, annual operating expenses, 15-year cash flow analysis, development schedule.
19. FCRHA loan documents fully negotiated and in final form.
20. Such other items and information as the FCRHA may reasonably require.

Early Funding Conditions:

6. Certification of architect that at least 50% of the construction contract price has been expended.
7. Payment and performance bond specifying the FCRHA as a named insured.
8. Mutually acceptable intercreditor agreement with construction lender.
9. No outstanding defaults under any loan, construction, or other project-related agreement.
10. Such other items and information as the FCRHA may reasonably require.

Funding Conditions:

5. Completion of construction, evidenced by FCRHA's receipt of all of certificate of substantial completion from project architect, final construction lien releases, all occupancy permits, and a set of as-built drawings for the project.
6. Satisfactory title bringdown.
7. Execution by an Assistant Secretary of the FCRHA.
8. Such other items and information as the FCRHA may reasonably require.

Use of Insurance Proceeds After Casualty:	After a casualty event, Borrower must restore so long as restoration is reasonably practicable. Borrower's first-position lender may not have unilateral ability to repay itself from casualty insurance proceeds after all casualty events.
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The FCRHA may permit exceptions on a case-by-case basis to provisions in this term sheet in its sole discretion. In the event of any conflict between this term sheet and any fully executed FCRHA loan document, the terms of the FCRHA loan document will control. No third party may rely on the contents of this term sheet.

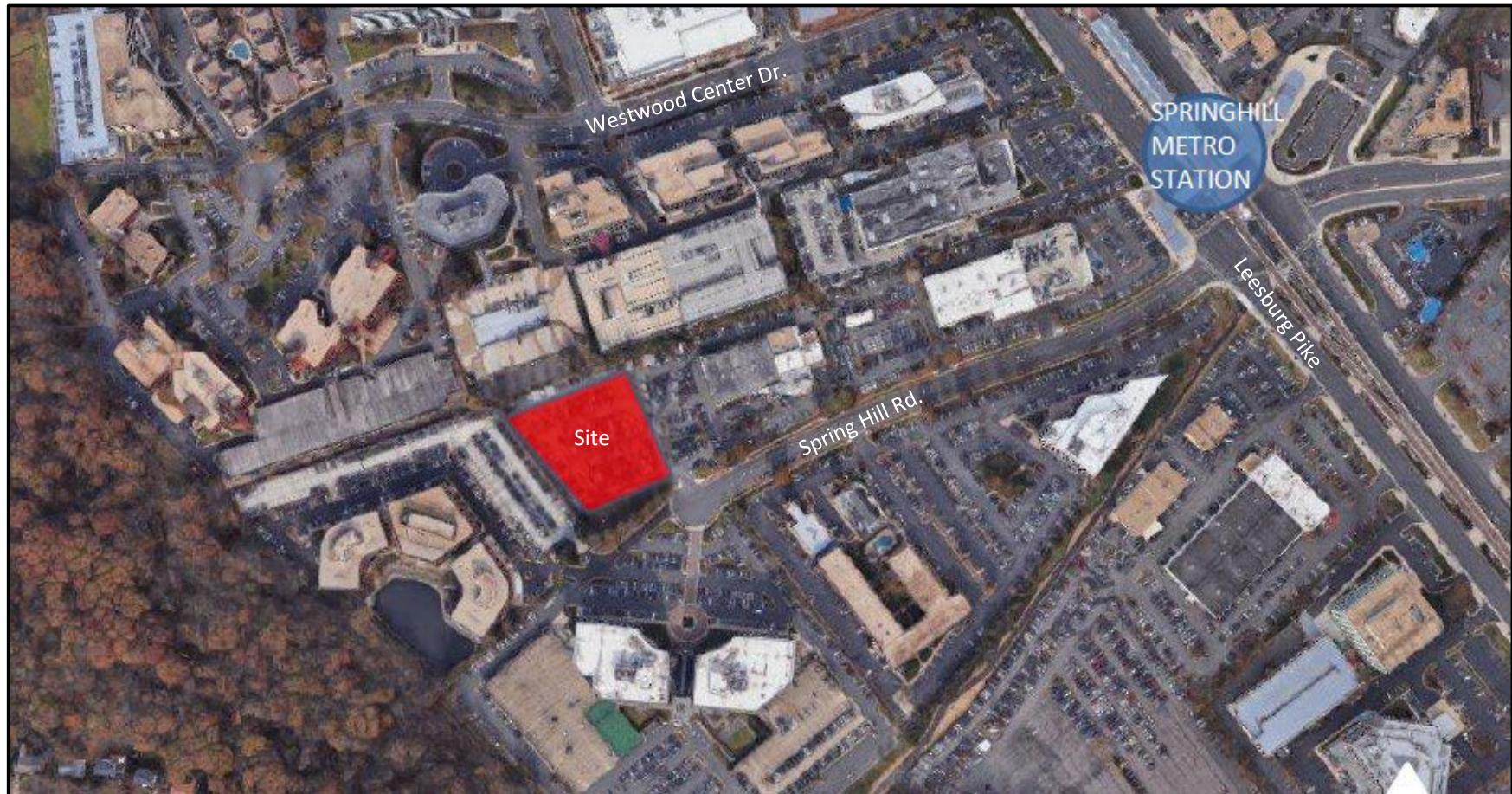
FCRHA:

By: _____
Name: _____
Title: _____

BORROWER - _____

By: _____
Name: _____
Title: _____

Vicinity Map
Dominion Square West Phase I
Tysons, Virginia 22182



ACTION - 8

Authorization of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Bonds or Notes in an Amount Not to Exceed \$17,000,000 to Finance the 75-Unit Four Percent Low-Income Housing Tax Credits Portion of the Proposed 150-Unit Lodge at Autumn Willow (Springfield District)

ISSUE:

Board authorization for the FCRHA to issue tax-exempt bonds or notes in an amount not to exceed \$17,000,000 as part of the overall financing plan for the development of the Lodge at Autumn Willow (the Project).

RECOMMENDATION:

The County Executive recommends the following as part of the overall financing of the Project:

1. Authorize the FCRHA to submit an application to the Virginia Department of Housing and Community Development (VADHCD) for the necessary private activity bond allocation.
2. Approve FCRHA's issuance of private activity tax-exempt bonds in an aggregate amount not to exceed \$17,000,000.

TIMING:

Board action is requested on January 25, 2022, in order to secure VADHCD private activity bond allocation and meet the desired May 2022 Autumn Willow project closing.

BACKGROUND:

On February 18, 2021, the FCRHA approved entering into a Comprehensive Agreement under the provisions of the Public-Private Educational Facilities and Infrastructure Act of 2002, as amended ("PPEA") with Michaels Development Company (MDC) for the development of the FCRHA-owned property located at 13090 Autumn Willow Drive, in the Springfield District for 150 units of senior affordable housing.

MDC created two affiliates for the Project: Autumn Willow Four, LLC, which will be the borrower with respect to the 75-Unit portion financed with four percent Low Income Housing Tax Credits (the Four Percent Condo) and Autumn Willow Nine, LLC, which

will be the borrower with respect to the 75-Unit portion of the Project to be separately financed with nine percent Low Income Housing Tax Credits (the Nine Percent Condo).

The Project will be comprised of:

1. The Four Percent Condo will be 75 units restricted to seniors [62 or older] with incomes at 60 percent of Area Median Income ("AMI").
2. The Nine Percent Condo will be 75 units restricted to seniors [62 or older] with incomes at 30 percent of AMI, 50 percent of AMI, and 60 percent of AMI.

SUMMARY OF ANTICIPATED PROJECT FINANCING:

MDC is proposing to use a combination of financing sources to develop the Four Percent Condo and the Nine Percent Condo. Each such project will have a separate plan of financing as follows:

Four Percent Condo:

- Four percent Low Income Housing Tax Credits
- FCRHA Bonds not to exceed \$17,000,000
- First lien tax-exempt loan
- Second lien Housing Blueprint Loan of \$4,450,000
- Deferred Developer Fee Note

Nine Percent Condo:

- Nine percent Low Income Housing Tax Credits
- First lien taxable loan
- Deferred Developer Fee of approximately \$314,494

THE BONDS/NOTES TO BE AUTHORIZED:

This authorization of the Bonds/Notes is specifically for the Four Percent Condo. The Project requires an issuance in an amount not to exceed \$17,000,000 (more than 50 percent of eligible basis plus land). The final bond amount will be determined before closing and upon completion of full underwriting. Based on the final anticipated bond amount, the FCRHA will request an allocation for private activity tax-exempt bond volume cap from the Virginia Department of Housing and Community Development.

The bond financing structure currently proposed by the Borrower involves the FCRHA's issuance of long-term tax-exempt debt obligations to finance the Four Percent Condo during both the construction and permanent phases. The Borrower has indicated that the tax-exempt debt would be provided by an institutional lender during construction, and likely be through either Freddie Mac or Fannie Mae permanent financing thereafter.

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If this action is approved, the FCRHA will issue the requested Bonds in the original principal amount not to exceed \$17,000,000. The Bonds will be nonrecourse to the FCRHA.

APPRAISED VALUE:

The Fairfax County Department of Tax Administration (DTA) has reviewed the appraisal and determined the methodology used to be appropriate and the current and prospective valuation conclusions, under market rent and restricted rent scenarios, to be reasonable. DTA has also reviewed the market conditions analysis and found the analysis to be thorough and the reported conclusions to be reasonable.

TIMELINE:

The estimated timetable for the Bond closing is as follows:

Issuance of a Declaration of Intent (Inducement Resolution)	October 28, 2021
Loan Underwriting Committee Meeting	October 28, 2021
Tax Equity and Fiscal Responsibility Act (TEFRA) Advertisement #1	November 2, 2021
TEFRA Advertisement #2	November 9, 2021
TEFRA public hearing & FCRHA Approval of Bond Issuance	November 18, 2021
Board of Supervisors approval of bond issuance	January 25, 2022
Private activity bond application approved and allocation awarded by VADHCD	March 21, 2022
FCRHA Final Bond Resolution	Late April 2022
Preliminary Official Statement (if applicable)	April 2022
Underwriter Prices Bonds and Bond Purchase Contract Signed (if applicable)	May 2022
Official Statement (if applicable)	May 2022
Bond Closing	May 2022

FISCAL IMPACT:

For the Four Percent Condo, the FCRHA will receive upfront bond application, issuance and monitoring fees at the time of closing as well as ongoing monitoring fees for the Bonds and Housing Blueprint Loan according to the following table. All fees will go into Fund 81000, FCRHA General Operating Fund.

One-time Fee (At closing)		Recurring Fee (Annual)	
Bond Application Fee	\$5,000	Bond Monitoring Fee commencing Year 1 after the mandatory tender date for	0.25% of outstanding balance of bonds

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		the life of the tax-exempt loan.	
Upfront Bond Monitoring Fee (assessed from closing until permanent conversion)	\$92,083	Housing Blueprint Monitoring Fee for 30 years commencing Year 1 after construction completion for the life of the loan.	\$5,000
Bond Issuance Fee	\$128,000		
Total	\$225,083	Total	N/A

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution
Attachment 2 – Project Summary
Attachment 3 – Sources and Uses
Attachment 4 – Vicinity Map

STAFF:

Christopher A. Leonard, Deputy County Executive
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Teresa Lepe, Special Assistant to the Director, Real Estate, Finance and Development, HCD
Ryan Sherriff, Division Director, Real Estate Finance and Grants Management (REFGM), HCD
Jyotsna Sharma, Associate Director, REFGM, HCD
Debashish Chakravarty, Senior Real Estate Finance Officer, REFGM, HCD

ASSIGNED COUNSEL:

Cynthia A. Bailey, Deputy County Attorney
Alan Weiss, Assistant County Attorney

Authorization of Issuance by the Fairfax County Redevelopment and Housing Authority (FCRHA) of Tax-Exempt Bonds or Notes in an Amount Not to Exceed \$17,000,000 to Finance the 75-Unit Four Percent Low-Income Housing Tax Credits Portion of the Proposed 150-Unit Lodge at Autumn Willow (Springfield District)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia on Tuesday, January 25, 2022, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Fairfax County Redevelopment and Housing Authority (FCRHA) of Fairfax County, Virginia desires to issue, sell, and deliver its tax-exempt and/or taxable Multifamily Housing Revenue Bonds (The Lodge at Autumn Willow Apartments) (Bonds) in a principal amount not to exceed \$17,000,000; and

WHEREAS, the FCRHA was established pursuant to Title 36 of the Va. Code Ann. (the Act), and pursuant to Section 36-19 of the Act, the FCRHA is authorized to make loans for assistance in planning, development, acquisition, construction, repair, rehabilitation, equipping or maintenance of commercial, residential or other buildings; provided that prior approval of any such loan by the local governing body shall be required if the building is not located within a housing, redevelopment or conservation area, or a rehabilitation area; and

WHEREAS, the proceeds of the Bonds will be used to finance the construction and development of 75 residential units comprising the Four Percent Condo of Autumn Willow Apartments (the Project); and

WHEREAS, the FCRHA held a public hearing on November 18, 2021, for which public notice was duly given on November 2, 2021 and republished on November 9, 2021; and

WHEREAS, the notices and the public hearing complied with the regulations applicable to tax-exempt bonds under Section 147(f) of the Internal Revenue Code of 1986, as amended (the Code), as well as Va. Code Ann. § 15.2-2606; and

WHEREAS, in order to assist in the Board's approval of the issuance of the Bonds on a tax-exempt basis as required under Section 147(f) of the Code, the Board received from the FCRHA a summary of statements made at the public hearing and an extract of minutes of the FCRHA meeting relative to its proposed issuance of the Bonds.

NOW THEREFORE BE IT RESOLVED that the Board:

1. For the purposes and only for the purposes of compliance with Section 147(f) of the Code, the Board does hereby approve the issuance of tax-exempt and/or taxable bonds for the Project in a principal amount not to exceed \$17,000,000. The Board in no manner assumes any legal or moral obligation for the Bonds. The Bonds will be limited obligations of the FCRHA and payable from the revenues pledged thereto pursuant to the Trust Indenture pursuant to which the Bonds will be issued. As required by the Act, the Bonds shall not be a debt of Fairfax County, Virginia, the Commonwealth of Virginia or any political subdivision thereof (other than the FCRHA) and neither Fairfax County, Virginia, nor the Commonwealth of Virginia or any political subdivision thereof (other than the FCRHA) shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the FCRHA pledged thereto under the Indenture. The Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The Board expresses no opinion as to the merits of the Project or of its financing.

This Resolution shall take effect immediately.

Adopted the 25th day of January, 2022, by the Fairfax County Board of Supervisors

A Copy Teste:

[SEAL]

Jill G. Cooper
Clerk for the Board of Supervisors

PROJECT SUMMARY AUTUMN WILLOW

GENERAL:

The development will include the following:

- The **Four Percent Condo:**
 - Construction by Michaels Development of a 75-unit apartment building for seniors aged 62 and up with incomes not more than 60 percent of AMI
- The **Nine Percent Condo:**
 - Construction by Michaels Development of a 75-unit apartment building for seniors aged 62 and up with incomes not more than 60 percent of AMI
- Ground Lease:
 - Michaels Development intends to enter into a long-term unsubordinated Ground Lease with the FCRHA for a term of 99 years
- Parking Spaces:
 - 164 total parking spaces for both the nine percent and four percent condos

PROJECT BENEFITS:

- 150 units of affordable senior housing in the highly cost-burdened Springfield District of Fairfax County, VA.
- Senior units at 30 percent of Area Median Income (AMI) for extremely low-income residents to 60 percent of AMI levels.
- Outdoor amenity space including a serenity studio, reading cove, firepit, and recreation zone, all looking out into a natural forested park area.
- On-site walkways that will connect to Fairfax County Parks Authority trails.
- High-visibility crosswalk between Stringfellow Park and the Project's entrance, subject to VDOT approval.
- Storm Water Management consisting of on-site naturalistic bio-retention facilities, tree planters, and approximately 5 acres of undisturbed area to be placed in a land cover conservation easement.
- Affordability for 99 years.
- Eight Project-Based Vouchers (PBVs) for the nine percent LIHTC component of the project

UNIVERSAL DESIGN AND ACCESSIBILITY:

- EarthCraft Certification and Universal Design in all units.
- 15 Americans with Disabilities Act compliant units.

SUPPORT SERVICES:

- Work with service providers to best meet the needs of older adults with disabilities.
- Eight PBVs to assist seniors with extremely low-incomes.

APARTMENT AMENITIES:

- The units will feature a range and refrigerator, kitchen exhaust fan, disposal, dishwasher, microwave oven, storm/energy efficient windows, and air conditioning.

COMMON AREA AMENITIES:

- The building will have a yoga studio, fitness center, business center, and community room.
- Amenities offered outside include outdoor trails, outdoor firepit, outdoor game area, and outdoor pet relief area.

APPRAISED VALUE:

The Fairfax County Department of Tax Administration (DTA) has reviewed the appraisal and determined the methodology used to be appropriate and the current and prospective valuation conclusions, under market rent and restricted rent scenarios, to be reasonable. DTA has also reviewed the market conditions analysis (update letter) and found the analysis to be thorough and the reported conclusions to be reasonable.

PROPOSED RENTS AND AFFORDABILITY RESTRICTIONS:

The project contains two rent rate structures: LIHTC rents set by Virginia Housing and PBV rents established by the FCRHA, using a HUD regulatory structure. The regulatory structure dictates the gross rent that a landlord can receive when using a project-based voucher. The gross rents shown in the charts below are higher for the PBV units than the non-PBV units because the rent is calculated under those federal regulations. When the voucher is applied to each unit, the tenant's portion of the gross rent will not exceed the maximum LIHTC (non-PBV) rents.

Four Percent Condo

60% AMI Units	# of Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	63	\$1,391	\$60	\$1,331
Two Bedroom	12	\$1,670	\$72	\$1,598
Total/Average	75	\$1,436		\$1,320
TOTAL UNITS	75			

Nine Percent Condo

30% AMI Units	# Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	8	\$666	\$60	\$606
Total/Average	8	\$666		\$606
50% AMI Units	# Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	15	\$1,149	\$60	\$1,089
Two Bedroom	7	\$1,379	\$72	\$1,307
Total/Average	22	\$1,222		\$1,158
60% AMI Units	# Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom	18	\$1,391	\$60	\$1,331
Two Bedroom	19	\$1,670	\$72	\$1,598
Total/Average	37	\$1,444		\$1,468
PBV Units²	# Units	Gross Rent	Utility Allowance¹	Net Rent
One Bedroom (30% AMI)	4	\$1,488	\$50	\$1,438
Two Bedroom (30% AMI)	4	\$1,693	\$74	\$1,618
Total/Average	8	\$1,591		\$1,528
TOTAL UNITS:	75			

1) Utility allowance includes heating and electricity.

2) FCRHA awarded 8 Project-Based Vouchers @ 30 percent AMI on the Nine Percent Condo. The rents displayed in the table represent the subsidized rents received by the owner based on the Fair Market Rent calculation. All tenants within the PBV units will pay the lesser of (i) 30 percent of their monthly income or (ii) the maximum LIHTC rent for a 30% AMI unit.

**CURRENT ESTIMATED FINANCING SOURCES AND USES
AUTUMN WILLOW**

Sources and Uses:

Autumn Willow Four, LLC (Four Percent Condo)

Construction Phase Sources	Sources
Tax-Exempt Construction Loan*	\$15,000,000
Subordinate Financing (Housing Blueprint Loan)	\$4,450,000
Tax Credit Equity*	\$2,052,509
Deferred Developer Fee Note	\$752,237
Total Construction Phase Sources	\$22,254,746
Permanent Phase Sources	Sources
Permanent Tax-Exempt Loan	\$9,700,000
Subordinate Financing (Housing Blueprint Funds Loan)	\$4,450,000
Tax Credit Equity	\$7,352,509
Deferred Developer Fee Note	\$752,237
Total Permanent Phase Sources	\$22,254,746
Summarized Uses	Uses
Acquisition Costs	\$0
Construction Costs	\$12,164,911
Construction Costs Contingency	\$704,658
Sitework	\$1,928,250
Soft Costs	\$3,254,783
Financing Costs	\$1,515,288
Operating Reserve	\$277,000
Escrow – Year 1 Real Estate Tax & Insurance	\$157,200
Developer's Fee	\$1,959,656
Debt Service Reserve	\$293,000
Total Uses	\$22,254,746

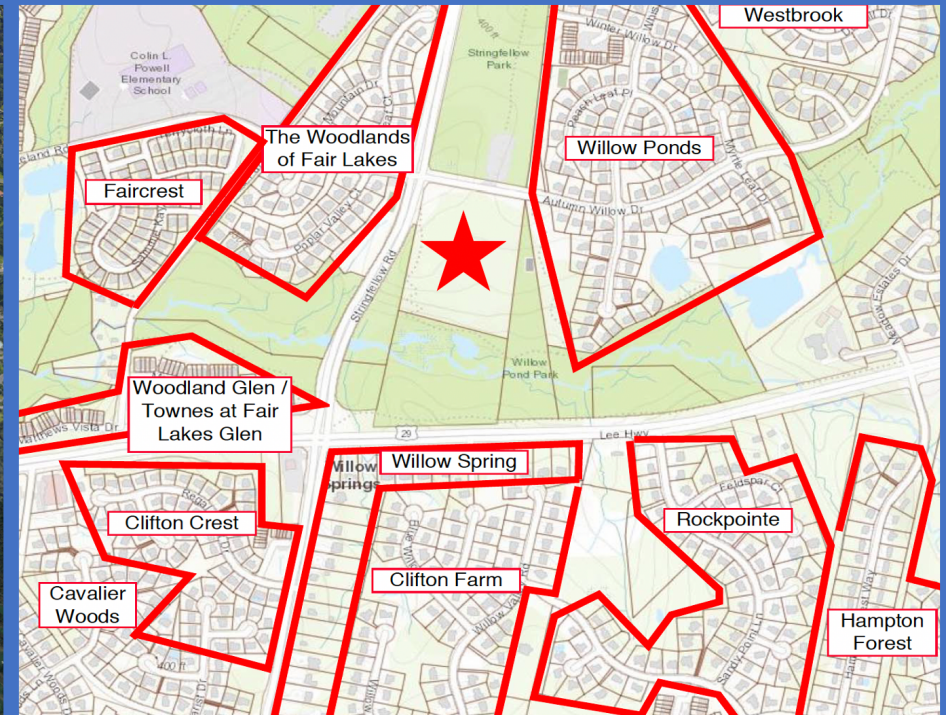
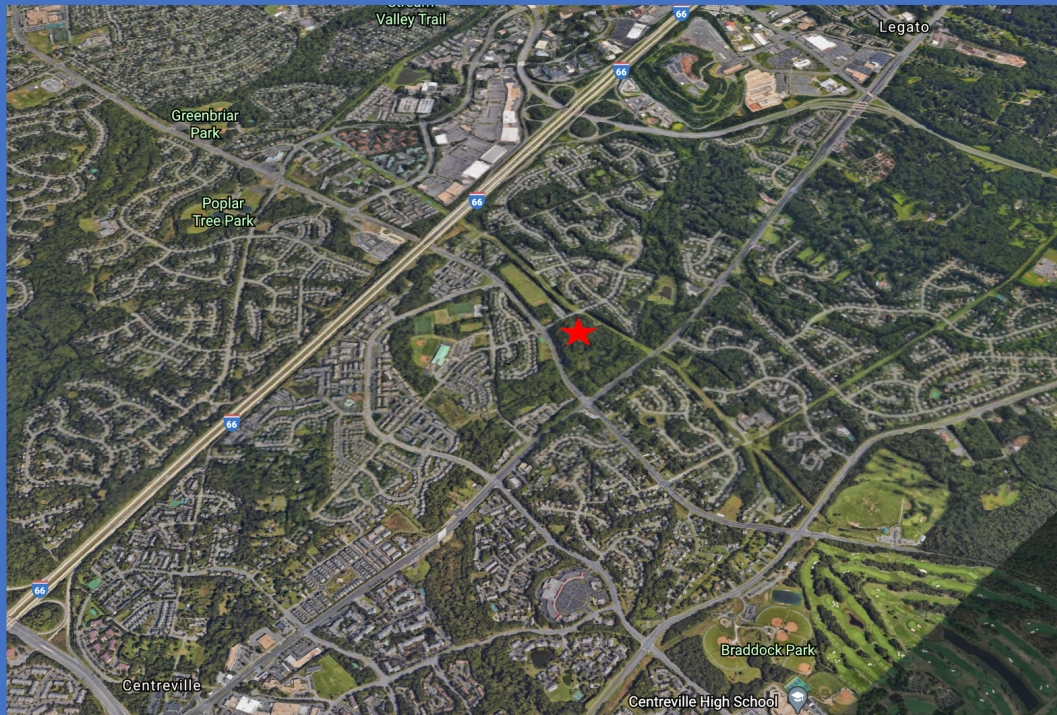
*The tax-exempt construction loan and LIHTC equity will be used to collateralize or otherwise support the issuance of up to \$17,000,000 in FCRHA bonds. This construction loan will be paid off by the permanent tax-exempt loan and additional LIHTC equity after construction completion and lease-up/stabilization.

Autumn Willow Nine, LLC (Nine Percent Condo)

Construction Phase Sources	Sources
Taxable Construction Loan	\$17,000,000
Tax Credit Equity	\$9,888,456
Deferred Developer Fee Note	\$314,494
Total Construction Phase Sources	\$27,202,950
Permanent Sources	
Permanent Taxable Loan	\$7,904,000
Tax Credit Equity	\$18,984,456
Deferred Developer Fee Note	\$314,494
Total Permanent Phase Sources	\$27,202,950
Summarized Uses	Uses
Acquisition Costs	\$500,000
Construction Costs	\$14,868,226
Hard Cost Contingency	\$861,249
Sitework	2,356,750
Soft Costs	\$4,077,418
Financing Costs	\$1,563,432
Operating Reserve	\$306,000
Escrow – Year 1 Real Estate Tax & Insurance	\$157,200
Debt Service Reserve	\$237,000
Developer Fee	\$2,275,675
Total Uses	\$27,202,950

The Lodge at Autumn Willow
13090 Autumn Willow Drive
Fairfax, VA 22030

Attachment 4



Board Agenda Item
January 25, 2022

ACTION - 9

Approval of a Resolution Endorsing Projects for Submission to the Northern Virginia Transportation Commission for the Fiscal Year 2023 – 2024 I-66 Inside the Beltway Commuter Choice Program (Braddock, Dranesville, Hunter Mill, Providence, Springfield, and Sully Districts)

ISSUE:

Board approval of a resolution authorizing the Director of the Fairfax County Department of Transportation (FCDOT) to apply for regional funding for Fiscal Years (FY) 2023 - 2024 through the Northern Virginia Transportation Commission (NVTC) to fund four projects that will increase travel options for commuters on I-66 Inside the Beltway.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (substantially in the form of Attachment 1) endorsing four Fairfax County transportation projects for submission for NVTC's I-66 Inside the Beltway Commuter Choice Program funding for FY 2023 – 2024 and authorizing the Director of FCDOT to sign and submit the applications.

TIMING:

Board of Supervisors' approval is requested on January 25, 2022, to meet the NVTC application deadline of January 28, 2022.

BACKGROUND:

At its meeting on November 4, 2021, NVTC approved the issuance of the FY 2023 – 2024 Commuter Choice Program Call for Projects. Funding for these multimodal transportation projects is provided mainly by toll revenues collected on I-66 inside the beltway.

NVTC anticipates awarding a minimum of approximately \$12 million in funding over the two years. NVTC staff is working with VDOT staff to refine projections for I-66 Inside the Beltway toll revenues to support FY 2023 – FY 2024 projects. As of September 2021, VDOT's I-66 Inside the Beltway monthly toll revenues had climbed to about 50 percent of pre-COVID-19 levels.

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The FY 2023 – 2024 I-66 Commuter Choice Program will follow the selection process prescribed in the Memorandum of Agreement between the Commonwealth Transportation Board (CTB), the Virginia Department of Transportation (VDOT), and NVTC, whereby eligible projects are evaluated, prioritized, selected, and then submitted to the CTB for approval.

Project applications are due to NVTC on January 28, 2022, with a resolution of endorsement from each locality's governing body. NVTC staff will then evaluate applications and prepare a list of eligible candidate projects for consideration by the Commission at its meeting in May 2022. The Commissioners recommendation will be submitted to the CTB for approval in June 2022. Projects selected for funding will be included in the Commonwealth's FY 2023 - FY 2028 Six-Year Improvement Program.

In anticipation of available funding substantially higher than the \$12 million minimum projected, Fairfax County's total request for funding from NVTC is approximately \$11,520,000. County staff recommends the following projects for submission, in priority order:

1. Renewal of Fairfax Connector Route 698 Operating Funds - \$1,249,320: The route provides Express bus service operating in the morning from the Vienna Metrorail Station to the Pentagon Transit Center. The route features ten morning inbound trips to the Pentagon Transit Center and ten afternoon outbound trips to the Vienna Metrorail Station.
2. Expansion of Fairfax Connector Route 698 - \$2,970,320: The expansion will extend the route from the Vienna Metrorail Station to the Stringfellow Road Park-and-Ride Lot. The frequency of trips on this route will improve from 20-minute headways to 10-minute headways. The expansion will feature 22 inbound trips, with 13 reverse commute trips in the morning peak hours and 22 outbound trips, with 13 reverse commute trips during the evening peak hours of travel. The route would continue to serve Vienna Metrorail Station using the new HOV ramps at Vaden Drive.
3. Vienna Metrorail Trail from Blake Lane to Vienna Metrorail Station (\$3,000,000). Construct 5,000 feet of cycletrack and ten-foot-wide paved trail from the Nutley Street Interchange at Vienna Metrorail Station to Blake Lane. Funding will assist in completing a high-quality, long-distance active transportation route along the I-66 corridor, conveniently connecting a large segment of Fairfax County population to transit facilities, employment centers, recreational destinations, and other jurisdictions.

Board Agenda Item
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4. Random Hills Road/Post Forest Road Trail from the Monument Drive Commuter Parking Garage and Transit Center to West Ox Road (\$4,300,000). Construct 2,750 feet of ten-foot-wide paved trail from the Monument Drive Commuter Parking Garage and Transit Center to West Ox Road. Funding will assist in completing a high-quality, long-distance active transportation route along the I-66 corridor, conveniently connecting a large segment of Fairfax County population to transit facilities, employment centers, recreational destinations, and other jurisdictions.

These projects are described in further detail in Attachment 2, and Route 698 is depicted in Attachments 3.

FISCAL IMPACT:

If selected and approved, allowable costs up to the amount approved for each project will be reimbursed by NVTC as part of the I-66 Commuter Choice Program. There is no General Fund impact.

ENCLOSED DOCUMENTS:

Attachment 1 - Resolution of Endorsement of Projects Being Submitted for FY 2023 – 2024, I-66 Commuter Choice Inside the Beltway funding
Attachment 2 – List of Projects with Descriptions
Attachment 3 – Map: Route 698

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT
Noelle Dominguez, Chief, Coordination Section, FCDOT
Malcolm Watson, Transportation Planner, FCDOT
Chris Wells, Active Transportation Program Manager, FCDOT

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center of Fairfax, Virginia, on Tuesday, January 25, 2022, at which a quorum was present and voting, the following Resolution was adopted.

RESOLUTION

WHEREAS, On November 4, 2021, the Northern Virginia Transportation Commission (NVTC) approved the issuance of the FY 2023 – 2024 Commuter Choice Program Call for Projects; funding is provided by toll revenues from I-66 Inside the Beltway to fund multimodal transportation projects; and project applications are due to NVTC by close of business on January 28, 2022, with a resolution of endorsement from each locality's governing body.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, hereby authorizes the Director of the Fairfax County Department of Transportation to submit to NVTC a request for funding from the I-66 Commuter Choice Program for FY 2023-2024 for the following projects listed in priority order:

- **Route 698 Continuation Funding:** Grant would fund the continuation of express bus Route 698 which provides service between Vienna Metrorail Station and the Pentagon Transit Center via I-66.
- **Route 698 Expansion Service:** Grant would fund the extension of this route to Stringfellow Road Park-and-Ride Lot and increase frequencies to 10 minutes. The route would continue to serve Vienna Metrorail Station using the new HOV ramps at Vaden Drive.
- **Vienna Metrorail Trail (I-66 Trail Segment):** Construct 5,000 feet of cycletrack and ten-foot-wide paved trail from Nutley Street Interchange at Vienna Metro Station to Blake Lane. The I-66 Trail will provide funding to complete a high quality, long distance active transportation route along the I-66 corridor, conveniently connecting a large segment of Fairfax County population to transit facilities, employment centers, recreational destinations, and other jurisdictions.
- **Random Hills Road/Post Forest Road Trail (I-66 Trail Segment):** Construct 2,750 feet of ten-foot-wide paved trail from the Monument Drive Commuter Parking Garage and Transit Center to West Ox Road. The I-66 Trail will provide funding to complete a high quality, long distance active transportation route along the I-66 corridor, conveniently connecting a large segment of Fairfax County population to transit facilities, employment centers, recreational destinations, and other jurisdictions.

Adopted this 25th day of January 2022, Fairfax, Virginia

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

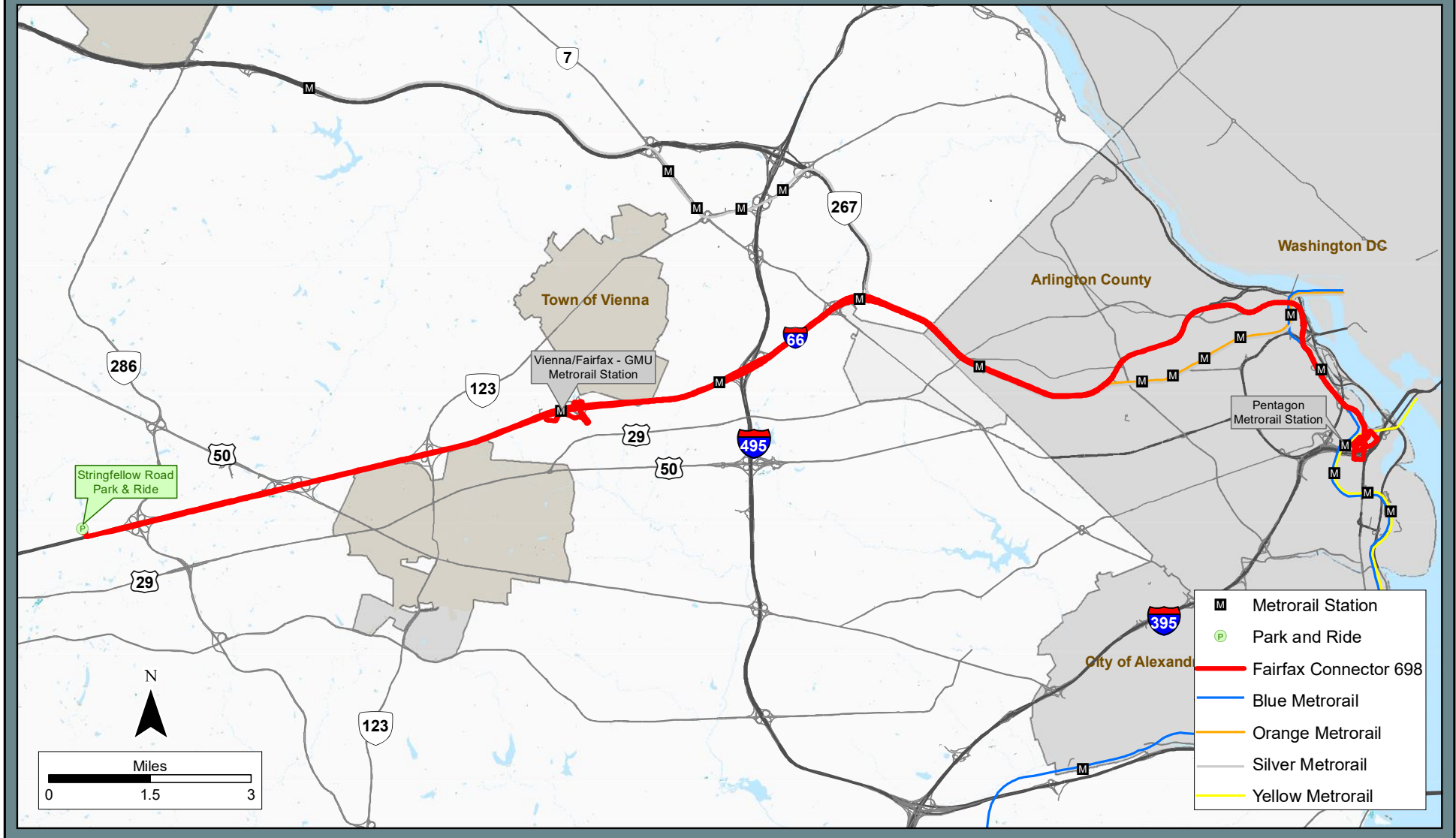
Summary of Project Requests for I-66 FY 2023-2024 Commuter Choice Funding

- **Continuation of Fairfax Connector Route 698: \$1,249,320**
 - Grant would fund the continuation of express bus Route 698 which provides service between Vienna Metrorail Station and the Pentagon Transit Center via I-66. This route was previously funded under the Commuter Choice Program. There will be no changes in service span or headways under this grant.
- **Expansion of Fairfax Connector Route 698: \$2,249,320**
 - The route will be extended west along I-66 to the Stringfellow Road Park-and-Ride Lot. Frequencies will be increased from 20 minutes to 10 minutes. This represents an expansion of the original route that was funded under Commuter Choice. The service expansion will require the procurement of two additional buses.
- **Vienna Metrorail Trail (I-66 Trail Segment) \$3,000,000**
 - Construct 5,000 feet of cycletrack and ten-foot-wide paved trail from Nutley Street Interchange at Vienna Metrorail Station to Blake Lane. The I-66 Trail will provide funding to complete a high quality, long distance active transportation route along the I-66 corridor connecting a large segment of Fairfax County population to transit facilities, employment centers, recreational destinations, and other jurisdictions. The requested funding will be used for the design and construction of the proposed I-66 trail segment. The trail will provide an alternative to single occupant trips on I-66 both outside and inside the Beltway.
- **Random Hills Road/Post Forest Road Trail (I-66 Trail Segment) \$4,300,000**
 - Construct 2,750 feet of ten-foot-wide paved trail from the Monument Drive Commuter Parking Garage and Transit Center to West Ox Road. The I-66 Trail will provide funding to complete a high quality, long distance active transportation route along the I-66 corridor, conveniently connecting a large segment of Fairfax County population to transit facilities, employment centers, recreational destinations, and other jurisdictions. The requested funding will be used for the design and construction of the proposed I-66 trail segment. The trail will provide an alternative to single occupant trips on I-66 both outside and inside the Beltway.



Fairfax Connector Route 698 - Stringfellow - Vienna - Pentagon

Attachment 3



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. Claim of Marathon Resource Management Group, LLC, to the Board of Supervisors
 - 2. *Fairfax County Board of Supervisors v. Shoosmith Brothers, Inc.*, Case No. CL-2020-0016000 (Fx. Co. Cir. Ct.)
 - 3. *Duffield Hauling, Inc. v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2020-0085522 (Fx. Co. Cir. Ct.)
 - 4. *Lamonta Gladney v. Tyler Tyan Timberlake*, Case No. 1:21-cv-287 (E.D. Va.)
 - 5. *Jane Doe v. Michael O. Barbazette, Jason J. Mardocco, James Baumstark, Vincent Scianna, Edwin C. Roessler, Fairfax Police Officers ##3-10, and Fairfax County, Virginia*, Case No. 1:21-cv-1150 (E.D. Va.)
 - 6. *CoxCom, LLC d/b/a Cox Communications Northern Virginia v. Fairfax County and Board of Supervisors of Fairfax County*, Record No. 210568 (Va. Sup. Ct.)
 - 7. *Cisco Systems, Inc. v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2021-0010265 (Fx. Co. Cir. Ct.)
 - 8. *Board of Supervisors of Fairfax County, Virginia, Fairfax County, Virginia, and JayDeep Rasiklal Doshi, Director, Department of Tax Administration Fairfax County, Ex Officio v. Gate Gourmet, Inc.*, Case No. CL-2021-0015216 (Fx. Co. Cir. Ct.)
 - 9. *Marty Matthews v. Fairfax County, Virginia*, Case No. 1:20-cv-01469 (E.D. Va.)
 - 10. *Darrell Williams v. County of Fairfax and TransDev Services, Inc.*, Case No. CL-2021- 0011151 (Fx. Co. Cir. Ct.)

11. *Amanda Freeman, by GEICO General Insurance Co., (subrogee) v. Morgan Russell Walker*, Case No. CL-2020-0011547 (Fx. Co. Cir. Ct.)
12. *Majahid Osman, by GEICO (subrogee) v. Morgan Russell Walker*, Case No. GV20-004237 (Fx. Co. Gen. Dist. Ct.)
13. *In re: March 11, 2020, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Anders Larsen Trust, Jason Hein, and Matthew Desch v. Virginia Health Operations, LLC, d/b/a Newport Academy, Monroe RE, LLC, and Board of Supervisors of Fairfax County, Virginia; Victor T. Tsou and Janet C. Tsou v. Monroe RE, LLC, Virginia Health Operations, LLC, d/b/a Newport Academy, and Board of Supervisors of Fairfax County, Virginia*, Case Nos. CL-2020-0005490 and CL-2020-0005521 (Fx. Co. Cir. Ct.) (Dranesville District)
14. *In Re: October 21, 2020, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Jeffrey V. Reynolds, Mark J. Lane, Drainage & Erosion Solutions, LLC, and Custom Stonescaping, LLC v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2020-0018282 (Fx. Co. Cir. Ct.) (Providence District)
15. *In Re: November 4, 2020, Decision of the Board of Zoning Appeals of Fairfax County, Virginia; Robert and Susan Boggs v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2020-0019166 (Fx. Co. Cir. Ct.) (Dranesville District)
16. *In Re: March 23, 2021, Hearing of the Board of Supervisors of Fairfax County, Virginia, Samuel Ham v. HHP Holdings, LLC and Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2021-0006069 (Fx. Co. Cir. Ct.) (Springfield District)
17. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Thien Tho Ngoc Nguyen and Kim-Uyen Mai Pham*, Case No. CL-2020-0014216 (Fx. Co. Cir. Ct.) (Braddock District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Susan Kay Peery*, Case No. GV21-015287 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
19. *Jay Riat, Building Official for Fairfax County, Virginia v. Huu D. Tran and Nhanh T. Le*, Case No. GV21-018299 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
20. *Jay Riat, Building Official for Fairfax County, Virginia v. Port Royal, Inc, and Agave Bar Restaurant Incorporated*, Case No. GV21-016478 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tyrone A. Steigleman, Sr.*, Case No. GV21-017936 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. Paul T. Tansill and Younsun Jung Tansill*, Case No. GV21-016699 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v Daquan Zhou*, Case No. GV21-018206 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
24. *Jay Riat, Building Official for Fairfax County, Virginia v Ahmad Mojarad and Amaneh Mojarad*, Case No. GV21-019032 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
25. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. David M. Frutchey*, Case No. CL-2019-0016757 (Fx. Co. Cir. Ct.) (Hunter Mill District)
26. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Bruce A. Blackerby*, Case No. CL-2020-0005195 (Fx. Co. Cir. Ct.) (Hunter Mill District)
27. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Sunil Chacko and Tomoko Fujimoto*, Case No. GV21-014339 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
28. *Jay Riat, Building Official for Fairfax County, Virginia v. Jades Enterprises*, Case No. GV21-016704 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lisa Hoffman and Matt Hoffman*, Case No. GV21-019029 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
30. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Juan Hernandez and Thelma H. Ayala*, Case No. GV21-019312 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
31. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. James W. Adams and Doris C. Adams*, Case No. CL-2021-0017536 (Fx. Co. Cir. Ct.) (Lee District)
32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Somsre Gaston*, Case No. CL-2012-0017044 (Fx. Co. Cir. Ct.) (Lee District)
33. *Jay Riat, 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)

34. *Jay Riat, Building Official for Fairfax County, Virginia v. Daniel Fikre, Hiwot Tekle, Joseph H. Minasie*, Case No. GV21-016473 (Fx. Co. Gen. Dist. Ct.) (Lee District)
35. *Jay Riat, Building Official for Fairfax County, Virginia v. Barbara J. Vereen and David Vereen*, Case No. GV21-016474 (Fx. Co. Gen. Dist. Ct.) (Lee District)
36. *Jay Riat, Building Official for Fairfax County, Virginia v. Dmitriy O. Minin*, Case No. GV21-016922 (Fx. Co. Gen. Dist. Ct.) (Lee District)
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Wilfredo S. Morales*, Case No. GV21-017526 (Fx. Co. Gen. Dist. Ct.) (Lee District)
38. *Jay Riat, Building Official for Fairfax County, Virginia v. NV Flagging LLC*, Case No. GV21-018019 (Fx. Co. Gen. Dist. Ct.) (Lee District)
39. *Jay Riat, Building Official for Fairfax County, Virginia v. Hamid Barka and Sonia E. Campos*, Case No. GV21-019107 (Fx. Co. Gen. Dist. Ct.) (Lee District)
40. *Jay Riat, Building Official for Fairfax County, Virginia v. Analise Latoya Fagan*, Case No. GV21-019024 (Fx. Co. Gen. Dist. Ct.) (Lee District)
41. *Jay Riat, Building Official for Fairfax County, Virginia v. Remby Management LLC*, Case No. GV21-019026 (Fx. Co. Gen. Dist. Ct.) (Lee District)
42. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phillip W. Trott and Sandra Montiel*, Case No. GV21-018876 (Fx. Co. Gen. Dist. Ct.) (Lee District)
43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Aresnio Suyu*, Case No. GV21-019314 (Fx. Co. Gen. Dist. Ct.) (Lee District)
44. *Jay Riat, Building Official for Fairfax County, Virginia v. Hever Joel Rosales and Margarita Rosales*, Case No. GV21-019502 (Fx. Co. Gen. Dist. Ct.) (Lee District)
45. *Jay Riat, Building Official for Fairfax County, Virginia v. Sam Habib and Nasrin Noory*, Case No. GV21-019111 (Fx. Co. Gen. Dist. Ct.) (Lee District)
46. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. Judy V. Marshall*, Case No. CL-2020-0008131 (Fx. Co. Cir. Ct.) (Mason District)
47. *Jay Riat, Building Official for Fairfax County, Virginia v. Eliodoro Guzman Calvimonte*, Case No. GV21-016475 (Fx. Co. Gen. Dist. Ct.) (Mason District)
48. *Jay Riat, Building Official for Fairfax County, Virginia v. Miguel A. Gomez, Francisca Gomez, and Jose C. Gomez*, Case No. GV21-016479 (Fx. Co. Gen. Dist. Ct.) (Mason District)

49. *Jay Riat, Building Official for Fairfax County, Virginia v. SNS 7601 LLC and Forever Smile Dental, LLC*, Case No. GV21-016569 (Fx. Co. Gen. Dist. Ct.) (Mason District)
50. *Jay Riat, Building Official for Fairfax County, Virginia v. Oscar Maravilla*, Case No. GV21-019442 (Fx. Co. Gen. Dist. Ct.) (Mason District)
51. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Cameron Enterprise Associates, LLC*, Case No. CL-2019-0012576 (Fx. Co. Cir. Ct.) (Mount Vernon District)
52. *Jay Riat, 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)
53. *Jay Riat, Building Official for Fairfax County, Virginia v. 8505 Richmond, LLC*, Case No. GV21-015144 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
54. *Jay Riat, Building Official for Fairfax County, Virginia v. Genovevo Candelas and Amanda Candelas*, Case No. GV21-019035 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
55. *Jay Riat, Building Official for Fairfax County, Virginia v. Syed Qamer*, Case No. GV21-019115 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
56. *Jay Riat, Building Official for Fairfax County, Virginia v. Virginia Sanchez*, Case No. GV21-019117 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
57. *Jay Riat, Building Official for Fairfax County, Virginia v. Strickler Holdings, LLC*, Case No. GV21-019036 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
58. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Brett Holleman*, Case No. CL-2020-0009992 (Fx. Co. Cir. Ct.) (Providence District)
59. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Oakton Limited Partnership, LLP*, Case No. CL-2021-0017793 (Fx. Co. Cir. Ct.) (Providence District)
60. *Jay Riat, Building Official for Fairfax County, Virginia v. Green Lady Masonry and Remodeling, LLC*, Case No. GV21-013102 (Fx. Co. Gen. Dist. Ct.) (Providence District)
61. *Jay Riat, Building Official for Fairfax County, Virginia v. Kendall Erickson*, Case No. GV21-013101 (Fx. Co. Gen. Dist. Ct.) (Providence District)
62. *Jay Riat, Building Official for Fairfax County, Virginia v. LZ Rentals, LLC*, Case No. GV21-018300 (Fx. Co. Gen. Dist. Ct.) (Providence District)

63. *Jay Riat, Building Official for Fairfax County, Virginia v. Adolfo Parina Sandi*, Case No. GV21-019504 (Fx. Co. Gen. Dist. Ct.) (Providence District)
64. *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)
65. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Virginia v. EPD Forest Glen 2 LP and Florence Frey*, Case No. CL-2021-0008941 (Fx. Co. Cir. Ct.) (Sully District)
66. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Jeam Holdings, LLC*, Case No. GV21-013405 (Fx. Co. Cir. Ct.) (Sully District)
67. *Jay Riat, Building Official for Fairfax County, Virginia v. Marleny Howard*, Case No. GV21-016476 (Fx. Co. Gen. Dist. Ct.) (Sully District)
68. *Jay Riat, Building Official for Fairfax County, Virginia v. Jairo Rodriguez and Clara L. Derodriguez*, Case No. GV21-016480 (Fx. Co. Gen. Dist. Ct.) (Sully District)
69. *Jay Riat, Building Official for Fairfax County, Virginia v. Nicole M. Alfandre*, Case No. GV21-016705 (Fx. Co. Gen. Dist. Ct.) (Sully District)
70. *Elizabeth Perry, Property Maintenance Code Official for Fairfax County, Michael Ching*, Case No. GV21-019025 (Fx. Co. Cir. Ct.) (Sully District)

Board Agenda Item
January 25, 2022

3:00 p.m.

Annual Meeting of the Fairfax County Solid Waste Authority

ISSUE:

Fairfax County Solid Waste Authority annual meeting.

RECOMMENDATION:

The County Executive recommends that the Fairfax County Solid Waste Authority hold its annual meeting in accordance with the Bylaws for the Authority; appoint officers; approve the minutes of the last annual meeting on January 26, 2021; and review the financial statements.

TIMING:

Immediate. The Bylaws of the Fairfax County Solid Waste Authority require the annual meeting to coincide with the time for the first regular meeting of the Board of Supervisors set in January.

BACKGROUND:

According to the Bylaws of the Fairfax County Solid Waste Authority, the regular annual meeting of the Authority shall coincide with the time for the first regular meeting of the Board of Supervisors set in January. The proposed agenda of the Authority meeting is included as Attachment 1. The Bylaws further require a review and approval of the minutes of the previous year's meetings (Attachment 2) and that officers of the authority be appointed to serve for a one-year term.

Fairfax County residents provide an annual waste amount up to 682,500 tons and the remaining waste processed at the Covanta Fairfax plant is merchant waste. Fairfax waste includes some waste from Prince William County, Ft. Belvoir and other entities outside Fairfax County.

In FY 2021, Fairfax County met all of its contractual obligations.

Additional financial information is contained in the Financial Statements (Attachment 3).

Board Agenda Item
January 25, 2022

FISCAL IMPACT:
Minimal

ENCLOSED DOCUMENTS:
Attachment 1 – Fairfax County Solid Waste Authority Meeting Agenda, January 25, 2022
Attachment 2 – Minutes of the January 26, 2021, Solid Waste Authority Annual Meeting
Attachment 3 – Financial Statements

STAFF:
Bryan J. Hill, County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
John W. Kellas, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:
Joanna Faust, Assistant County Attorney

Annual Meeting Agenda

2. Appointment of Officers

3. Approval of the minutes from the January 26, 2021 meeting.

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MINUTES OF THE ANNUAL MEETING OF THE SOLID WASTE AUTHORITY

January 26, 2021

At the Annual Meeting of the Fairfax County Solid Waste Authority held remotely and in accordance with Article III, Section I of the bylaws, in the Conference Room 11 of the Government Center in Fairfax, Virginia, on Tuesday, January 26, 2021, at 6:06 p.m., there were present:

MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS:

Chairman Jeffrey C. McKay, presiding

Supervisor James R. Walkinshaw, Braddock District

Supervisor John W. Foust, Dranesville District

Supervisor Walter L. Alcorn, Hunter Mill District

Supervisor Penelope A. Gross, Mason District

Supervisor Daniel G. Storck, Mount Vernon District

Supervisor Rodney L. Lusk, Lee District

Supervisor Dalia A. Palchik, Providence District

Supervisor Patrick S. Herrity, Springfield District

Supervisor Kathy L. Smith, Sully District

Bryan Hill, County Executive; Authority Executive Director

Jill G. Cooper, Clerk for the Board of Supervisors; Authority Secretary

Christopher Pietsch, Director, Department of Finance; Treasurer

Elizabeth Teare, County Attorney; Authority Attorney

John Kellas, Director, Solid Waste Management Program Operations Division, Department of Public Works and Environmental Services (DPWES); Authority Representative

**Meeting Minutes
The Fairfax County Solid Waste Authority
January 26, 2021**

Supervisor Gross moved that the Board appoint the following officers and officials to the Fairfax County Solid Waste Authority:

OFFICERS

Jeffrey C. McKay Chairman, Fairfax County Board of Supervisors	Chairman
Penelope A. Gross Vice Chairman, Fairfax County Board of Supervisors	Vice Chairman
Jill G. Cooper Clerk to the Fairfax County Board of Supervisors	Secretary
Christopher Pietsch Director, Department of Finance	Treasurer
Elizabeth Teare County Attorney	Attorney
Bryan Hill County Executive	Executive Director
John Kellas Deputy Director, Solid Waste Management, Program Operations Division Department of Public Works and Environmental Services (DPWES)	Authority Representative

Chairman McKay seconded the motion, and it carried by unanimous vote.

Supervisor Gross moved approval of the minutes from the January 28, 2020, meeting of the Fairfax County Solid Waste Authority. Supervisor Alcorn seconded the motion and it carried by unanimous vote.

Supervisor Gross moved approval of the financial statements for the Authority. Supervisor Alcorn seconded the motion.

Supervisor Gross noted there are no fiduciary assets, obligations, transactions to record or report for FY2020.

The question was called on the motion and it carried by unanimous vote.

Supervisor Gross moved to adjourn the annual meeting of the Fairfax County Solid Waste Authority. Supervisor Alcorn seconded the motion and it carried by unanimous vote.

At 6:08 p.m., the annual meeting of the Fairfax County Solid Waste Authority was adjourned.

Meeting Minutes
The Fairfax County Solid Waste Authority
January 26, 2021

The foregoing minutes record the actions taken by the Fairfax County Solid Waste Authority at its meeting held on Tuesday, January 26, 2021, and reflects matters discussed by the Authority. Audio or video recordings of all proceedings are available in the Office of the Clerk for the Board of Supervisors of Fairfax County, Virginia.

Respectfully submitted,

Jill G. Cooper, Secretary
Solid Waste Authority

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Fiduciary Report

June 30, 2021 and 2020

FAIRFAX COUNTY SOLID WASTE AUTHORITY

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FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2021 and 2020

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Statements of Fiduciary Assets and Liabilities

June 30, 2020 and 2019

	<u>2021</u>	<u>2020</u>
Assets:		
Investments	\$ -	\$ -
	<u><u> </u></u>	<u><u> </u></u>
Liabilities:		
Liability under reimbursement agreement	\$ -	\$ -
	<u><u> </u></u>	<u><u> </u></u>

See accompanying notes to fiduciary report

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2021 and 2020

1. Organization

The Fairfax County Solid Waste Authority (the Authority) was formed by resolution of the Board of Supervisors of the County of Fairfax, Virginia (the County), on July 27, 1987. The Authority's board consists of the County's Board of Supervisors.

The Authority was formed for the purpose of constructing and overseeing the operations of a resource recovery facility (the Facility) in Lorton, Virginia, on a site that was purchased in July 2002 by the County from the United States. Prior thereto, legal title to the site was vested in the United States to the benefit of the District of Columbia; the site was leased by the District to the County, and the County assigned the leased site to the Authority. The Assignment of Site Lease to the Authority, dated as of February 1, 1988, has not been amended, terminated, rescinded, or revoked, and remains in full force and effect in accordance with its terms.

The construction of the Facility was partially financed by \$237,180,000 and \$14,900,000 of Series 1988A tax-exempt and Series 1988B taxable industrial revenue bonds, respectively, issued by the Fairfax County Economic Development Authority (EDA) during 1988. The Series 1988B Bonds were retired in February 1996. The Authority invested all bond proceeds through a trust account with a major bank. The Authority was responsible for making all investment decisions and authorizing all disbursements from the trust.

On February 1, 1988, an Installment Sales Agreement between the EDA and the Authority was executed whereby the Facility and the bond proceeds were sold to the Authority. Concurrent with this Installment Sales Agreement, the Authority entered into a Conditional Sale Agreement whereby the Facility, the bond proceeds and the Authority's leasehold interest in the site were sold to Covanta Fairfax, Inc. Under a related service agreement, between the Authority, Fairfax County and Covanta, Covanta designed, constructed, and operated the Facility. The Facility was completed and began commercial operations in June 1990. The County and the Authority had agreed to provide guaranteed minimum annual amounts of waste and annual tipping fees to the Facility. Under the terms of the Conditional Sale Agreement, debt service on the bonds was paid by Covanta through the Authority solely from solid waste system revenues generated by the Facility. The bonds were not general obligations of the Authority, the County, or the EDA.

During the fiscal year ended June 30, 1995, the EDA sold, at the request of the Authority for the benefit of the Facility, a call option on the Series 1988A Bonds to a financial institution for \$10,250,000. The option, which was exercised in November 1998, required the EDA to issue new bonds to the institution at certain agreed-upon interest rates. The proceeds of the new Series 1998A Resource Recovery Revenue Refunding Bonds together with certain proceeds remaining from the Series 1988A Bonds and certain other available funds were used to refund the remaining outstanding Series 1988A Bonds in February 1999. The final principal and interest payments on the Series 1998A Resource Recovery Revenue Refunding Bonds were made on February 1, 2011 and the full ownership of the facility reverted to Covanta Fairfax. The bank accounts held with the fiscal agent,

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2021 and 2020

US Bank, to service the debt payments and invest the debt service reserve were closed in FY2011. As a result, there were no fiduciary assets, obligations, or transactions to record or report in FY2020.

Board Agenda Item
January 25, 2022

3:00 p.m.

Public Hearing on RZ 2021-DR-006 (7700-4 Leesburg Pike Associates, LLC and 7700 Homes Associates LLC) to Rezone from C-2 and HC to PDH-16 and HC to Permit Residential Development with an Overall Density of 15.5 Dwelling Units per Acre and Approval of the Conceptual Development Plan, Located on Approximately 6.73 Acres of Land (Dranesville District)

This property is located on the N.W. side of Leesburg Pike and E. of Edgar Ct. Tax Map 39-2 ((1)) 57.

PLANNING COMMISSION RECOMMENDATION:

On November 10, 2021, the Planning Commission voted 10-0 (Chairman Murphy and Commissioner Jimenez were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2021-DR-006, subject to the execution of proffered conditions consistent with those dated November 10, 2021;
- Waiver of Par. 2 of Sect. 6-207 of the Zoning Ordinance for the 200 square foot privacy yard requirement;
- Waiver of Par. 2 of Sect. 11-302 of the Zoning Ordinance for a private street which exceeds 600 feet in length;
- Modification of Sect. 13-303A of the Zoning Ordinance for the transitional screening width and total plantings along a portion of the western and northwestern property lines in favor of allowing the retaining wall to shift closer to the western boundary in order to accommodate Private Road A;
- Waiver of Sect. 13-304.4.B of the Zoning Ordinance for the barrier requirement along a portion of the northwestern property line in favor of a 42-inch picket wood fence or guard rail along the top of the retaining wall;
- Waiver of Sect. 17-201.2 of the Zoning Ordinance for the trail requirement along Route 7 in favor of a trail along the northern portion of the property; and

Board Agenda Item
January 25, 2022

- Waiver of Sect. 17-201.3 of the Zoning Ordinance for the frontage improvements along Route 7 (Leesburg Pike).

In related action, the Planning Commission voted 10-0 (Chairman Murphy and Commissioner Jimenez were absent from the meeting) to approve FDP 2021-DR-006, subject to the Board of Supervisor's approval of RZ 2021-DR-006.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Tracy Strunk, Director, Zoning Evaluation Division (ZED), Department of Planning and Development (DPD)

Cathy Lewis, Branch Chief, ZED, DPD

3:00 p.m.

Public Hearing on RZ 2021-LE-007 (Sheehy Loisdale Property, LLC) to Rezone from C-2 and I-3 to C-8 to Permit Vehicle Sales, Rental, and Service Establishment with an Overall Floor Area Ratio of 0.11, Located on Approximately 7.23 Acres of Land (Lee District) (Concurrent with SE 2021-LE-005)

and

Public Hearing on SE 2021-LE-005 (Sheehy Loisdale Property, LLC) to Permit Vehicle Sales, Rental, and Service Establishment, Located on Approximately 7.23 Acres of Land Zoned C-8 (Lee District) (Concurrent with RZ 2021-LE-007)

This property is located on the E. side of Loisdale Rd. approx. 900 ft. S. of Lois Dr. Tax Map 90-4 ((1)) 3, 4 and 5.

This property is located on the E. side of Loisdale Rd. approx. 900 ft. S. of Lois Dr. vacant land and 7501 Loisdale Rd., Springfield, 22150. Tax Map 90-4 ((1)) 3, 4 and 5.

PLANNING COMMISSION RECOMMENDATION:

On January 19, 2022, the Planning Commission voted 11-0 (Commissioner Jimenez was absent from the meeting) to recommend to the Board of Supervisors approval of RZ 2021-LE-007, subject to the execution of proffered conditions consistent with those dated January 14, 2022, and SE 2021-LE-005, subject to the proposed development conditions dated December 21, 2021.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Sharon Williams, Planner, DPD

Board Agenda Item
January 25, 2022

3:00 p.m.

Public Hearing on RZ 2021-MV-010 (Christopher Land, LLC) to Rezone from R-1 to PDH-8 to Permit Residential Development with an Overall Density of 4.7 Dwelling Units per Acre and Approval of the Conceptual Development Plan, Located on Approximately 6.35 Acres of Land (Mount Vernon District)

This property is located on the S. side of Lorton Rd. and W. of Windermere Hill Dr. Tax Map 107-3 ((1)) 1 and 2A.

PLANNING COMMISSION RECOMMENDATION:

On January 12, 2022, the Planning Commission voted 11-0 (Commissioner Bennett was absent from the meeting) to recommend to the Board of Supervisors approval of RZ 2021-MV-010 and its associated Conceptual Development Plan (CDP), subject to the execution of proffered conditions consistent with those dated November 24, 2021, and a waiver of Par. 2 of Sect. 11-302 of the Zoning Ordinance to permit a private street to exceed 600 feet in length as shown on the CDP/FDP.

In a related action, the Planning Commission voted 11-0 (Commissioner Bennett was absent from the meeting) to approve FDP 2021-MV-010.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

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

Jerrell Timberlake, Planner, DPD

Board Agenda Item
January 25, 2022

3:30 p.m.

Public Hearing on PCA 2003-PR-022-02/CDPA 2003-PR-022 (Pulte Home Company, LLC) to Amend the Proffers and Conceptual Development Plan for RZ 2003-PR-022, Previously Approved for Mixed-Use, to Permit Mixed-Use and Associated Modifications to Proffers and Site Design at an Intensity/Floor Area Ratio of 2.13, Located on Approximately 7.46 Acres of Land Zoned PRM (Providence District)

This property is located on the S. side of Sprague Ave., W. of Bleeker St., N. of Bastille St. and E. of Hammersmith Lane. Tax Map 48-3 ((49)) 2B (pt.).

PLANNING COMMISSION RECOMMENDATION:

On December 8, 2021, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Approval of PCA 2003-PR-022-02 and the associated Conceptual Development Plan Amendment, CDPA 2003-PR-022, subject to the execution of proffered conditions consistent with those dated December 6, 2021, with the additional proffer changes identified in the document titled Metro West Proffer Additional Modifications dated December 8, 2021;
- Reaffirmation of all waivers and modifications approved with RZ 2003-PR-022; and
- Waiver of Par. 3 of Section 13-203 of the Zoning Ordinance requiring peripheral parking lot landscaping.

In a related action, the Planning Commission voted 12-0 to approve FDPA 2003-PR-022-02, subject to the development conditions dated October 19, 2021.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

Board Agenda Item
January 25, 2022

STAFF:

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

Kelly Atkinson, Branch Chief, Environment and Development Review Branch, DPD

Board Agenda Item
January 25, 2022

3:30 p.m.

Public Hearing on Proposed Plan Amendment 2020-IV-MV2, Lee District Community Center, Located at 7950 and 7960 Audubon Avenue (Lee District) (Concurrent with PCA 2003-LE-006)

and

Public Hearing on PCA 2003-LE-006 (Fairfax County Board of Supervisors – Lee District Community Center) to Amend the Proffers for RZ 2003-LE-006, Previously Approved for a Rezoning, to Permit Public Facilities and Associated Modifications to Proffers, Located on Approximately 5.33 Acres of Land Zoned C-8 (Lee District) (Concurrent with PA 2020-IV-MV2)

This property is located at 7950 and 7960 Audubon Ave., Alexandria, 22306. Tax Map 101-2 ((1)) 14 and 15.

ISSUE:

Plan Amendment (PA) 2020-IV-MV2 proposes to amend the Comprehensive Land Use Plan Map to recommend the Public Facilities use for Tax Map Parcels 101-2 ((1)) 14 and 15 and to amend the table listing public facilities in the Mount Vernon Planning District. No other text changes are proposed. This amendment is accompanied by the Proffer Condition Amendment application PCA-2003-LE-006 (RZPA-2021-LE-00007) which proposes among other things, to amend the proffers for the subject property to allow workforce development, education, training, business incubation, job placement, youth programs, indoor recreation, and other public uses.

PLANNING COMMISSION RECOMMENDATION:

On January 12, 2022, the Planning Commission voted 11-0 (Commissioner Bennett was absent from the meeting) to recommend to the Board of Supervisors:

- Adoption of PA 2020-IV-MV2 as shown in Appendix 6 of the Staff Report.
- Approval of PCA 2003-LE-006, subject to the execution of proffered conditions consistent with those dated January 11, 2022, and reaffirmation of the waivers and modifications described in the Staff Report.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve the Planning Commission recommendation.

Board Agenda Item
January 25, 2022

TIMING:

Planning Commission public hearing – January 12, 2022
Board of Supervisors public hearing – January 25, 2022

BACKGROUND:

On December 1, 2020, the Board of Supervisors (Board) authorized the consideration of PA 2020-IV-MV2, to be reviewed concurrently with required zoning actions to permit the expansion of services and site modifications at 7950 and 7960 Audubon Avenue (Tax Map Parcels 101-2 ((1)) 14 and 15).

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

The Planning Commission Actions on this case can be found online at:

<https://www.fairfaxcounty.gov/planningcommission/sites/planningcommission/files/assets/documents/pdf/2022%20action%20items/pcaction011222pca2003-le-006concurrentwithpa2020-iv-mv2.pdf>

The Staff Report for PA 2020-IV-MV2 and PCA 2003-LE-006, dated December 21, 2021, has been previously furnished and is available online at:

<https://plus.fairfaxcounty.gov/CitizenAccess/urlrouting.ashx?type=1001&ID1=REC21&ID2=00000&ID3=002PZ&agency=FFX&SeqNo=256391>

STAFF:

Barbara Byron, Director, Department of Planning and Development (DPD)
Leanna H. O'Donnell, Director, Planning Division (PD), DPD
Tracy D. Strunk, Director, Zoning Evaluation Division (ZED), DPD
Michelle Stahlhut, Branch Chief, PD, DPD
Catherine Lewis, Branch Chief, ZED, DPD
Bryan Botello, Planner III, ZED, DPD

Board Agenda Item
January 25, 2022

3:30 p.m.

Public Hearing on AFR-2021-00006 (AR 01-H-001-03) (Hiu Newcomb Family, LLC: Mariette H., Hana, Lani, Anna, Sarah, and Charles Newcomb) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 27.19 Acres of Land Zoned PDH-1/R-A (Hunter Mill District)

This property is located in the N.W. quadrant of the intersection of Leesburg Pike and Beulah Rd. Tax Map 19-1 ((14)) Z, 20Z, 20Z2 21Z, 21Z2, 22Z, 22Z2, 23Z, 23Z2 and 19-3 ((1)) 42Z2.

PLANNING COMMISSION RECOMMENDATION:

On January 12, 2022, the Planning Commission voted 11-0 (Commissioner Bennett was absent from the meeting) to recommend that the Board of Supervisors approve AFR-2021-00006 and amend Appendix F of the Fairfax County Code to renew the Potomac Vegetable Farm II Local Agricultural and Forestal District, subject to the proposed ordinance provisions dated December 17, 2021.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

STAFF:

Leanna O'Donnell, Director, Planning Division, Department of Planning and Development (DPD)

Kelly Atkinson, Branch Chief, Environment and Development Review Branch, DPD

Board Agenda Item
January 25, 2022

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance Establishing the Innovation
Residential Permit Parking District, District 49 (Dranesville District)

ISSUE:

Public Hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Innovation Residential Permit Parking District (RPPD), District 49.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G, of the Fairfax County Code, to establish the Innovation RPPD, District 49.

TIMING:

On December 7, 2021, the Board authorized a Public Hearing to consider the proposed amendment to Appendix G, of the Fairfax County Code, to take place on January 25, 2022, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per address is required for the establishment or expansion of an RPPD.

Board Agenda Item
January 25, 2022

The Reflection Homes Association has sought RPPD due to the community's proximity to the Innovation Metro Station by way of a planned shared use path. This planned shared use path will provide direct access to the Innovation Metro Station from the Reflection Homes community. Staff has determined, according to planned design, that a portion of this community (as depicted on attached map) qualifies for a petition for RPPD in accordance with Fairfax County Code Section 82-5A-4(a) based on this proximity.

All other requirements to establish the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated at \$2,300 to be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code

Attachment II: Map Depicting Proposed Limits of New RPPD

STAFF:

Rachel Flynn, Deputy County Executive

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

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

Henri Stein McCartney, Sr. Transportation Planner, FCDOT

Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Patrick V. Foltz, Assistant County Attorney

Appendix G

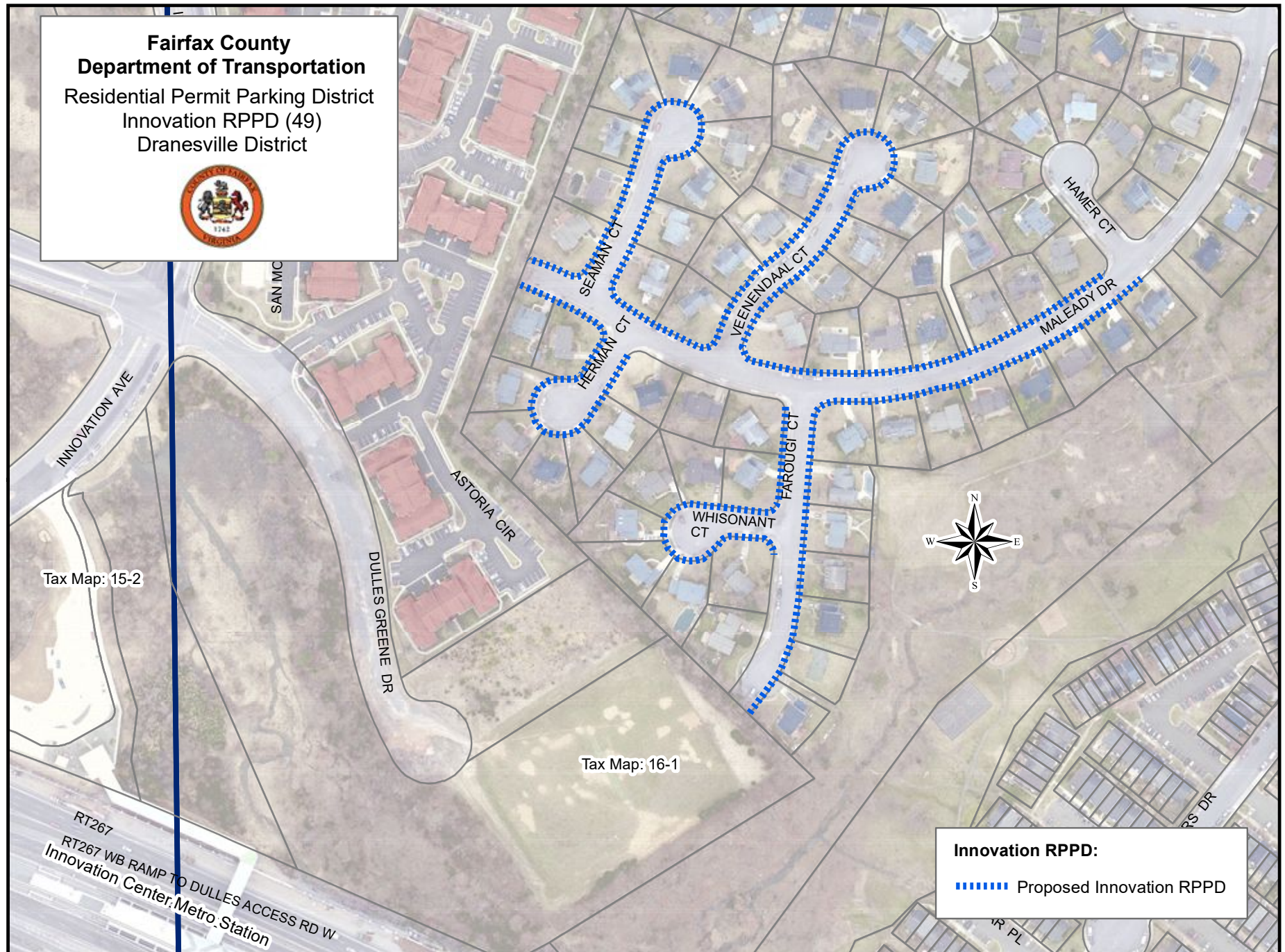
G-49 Innovation Residential Permit Parking District.

- (a) *Purpose and Intent.* The Innovation Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
 - (1) The Innovation Residential Permit Parking District is designated as Residential Permit Parking District 49, for the purposes of signing and vehicle decal identification.
 - (2) Blocks included in the Innovation Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:
 - Farougi Court (Route 5718):*
From Maleady Drive to the end, east side; and to Whisonant Court, west side.
 - Herman Court (Route 5721):*
From Maleady Drive to the cul-de-sac inclusive.
 - Maleady Drive (Route 5715):*
From Hamer Court to the end, north side; from Hamer Court to Farougi Court and from Herman Court to the end, south side.
 - Seaman Court (Route 5722):*
From Maleady Drive to the cul-de-sac inclusive.
 - Veenendaal Court (Route 5720):*
From Maleady Drive to the cul-de-sac inclusive.
 - Whisonant Court (Route 5719):*
From Farougi Court to the cul-de-sac inclusive.
- (c) *District Provisions.*
 - (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.

- (2) Within the Innovation Residential Permit Parking District, parking is prohibited Monday- Friday, 7:00 am-3:00 pm, except as permitted by the provisions of Article 5A of Chapter 82.
- (3) One (1) transferable visitor pass per address shall be issued in the name of a bona fide resident of said address. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking provided.
- (4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.
- (5) All permits and visitor passes for the Innovation Residential Permit Parking District shall expire on January 31, 2023. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.
- (d) *Signs.* Signs delineating the Innovation Residential Permit Parking District shall indicate the following:

NO PARKING
7:00 am-3:00 pm
Monday-Friday
Except by Permit
District 49

**Fairfax County
Department of Transportation**
Residential Permit Parking District
Innovation RPPD (49)
Dranesville District



Innovation RPPD:

■■■■■ Proposed Innovation RPPD

Board Agenda Item
January 25, 2022

4:00 p.m.

Public Hearing to Consider Adopting an Ordinance Expanding the Broyhill Park Residential Permit Parking District, District 28 (Mason District)

ISSUE:

Public hearing to consider a proposed amendment to Appendix G of *The Code of the County of Fairfax, Virginia* (Fairfax County Code) to expand the Broyhill Park Residential Permit Parking District (RPPD), District 28.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment (Attachment I) to Appendix G, of the Fairfax County Code to expand the Broyhill Park RPPD, District 28.

TIMING:

On December 7, 2021, the Board authorized a public hearing to consider the proposed amendment to Appendix G of the Fairfax County Code to take place on January 25, 2022, at 4:00 p.m.

BACKGROUND:

Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of \$10 per address is required for the establishment or expansion of an RPPD.

Board Agenda Item
January 25, 2022

Staff has verified that the petitioning blocks are within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of Falls Church High School. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:

The cost of sign installation is estimated to be \$4500. It will be paid from Fairfax County Department of Transportation funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code
Attachment II: Map Depicting Proposed Limits of RPPD Expansion

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Traffic Engineering Division, FCDOT
Neil Freschman, Chief, Traffic Engineering Section, FCDOT
Henri Stein McCartney, Sr. Transportation Planner, FCDOT
Charisse Padilla, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Patrick Foltz, Assistant County Attorney

Proposed Amendment

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following streets in Appendix G-28, Section (b), (2), Broyhill Park Residential Permit Parking District, in accordance with Article 5A of Chapter 82:

Marc Drive (Route 2338):

From Falls Church High School boundary to ~~Holly Hill Drive~~ Nealon Drive.

~~From Holly Hill Drive to Parkwood Terrace.~~

Holly Hill Drive (Route 2860):

From the north end to Camp Alger Avenue

~~From Parkwood Terrace to Jacks Lane.~~

~~From Parkwood Terrace to Camp Alger Avenue~~

~~From Jacks Lane to Carol Lane.~~

~~From Carol Lane to Marc Drive.~~

~~From Marc Drive to north end.~~

Parkwood Terrace (Route 2495):

~~From Carol Lane to Marc Drive (West Side Only).~~

~~From Marc Drive to Parkwood Court.~~

From Holly Hill Drive to ~~Carol Lane~~ the northern property boundaries of 3135 and 3150 Parkwood Terrace

Carol Lane (Route 2439):

From Holly Hill Drive to ~~Parkwood Terrace~~ Kenney Drive and from Norfolk Lane to Nealon Drive, north side

From Holly Hill Drive to Norfolk Lane, south side

Jacks Lane (Route 2886):

From Falls Church High School to Holly Hill Drive.

Zenith Court (Route 2861):

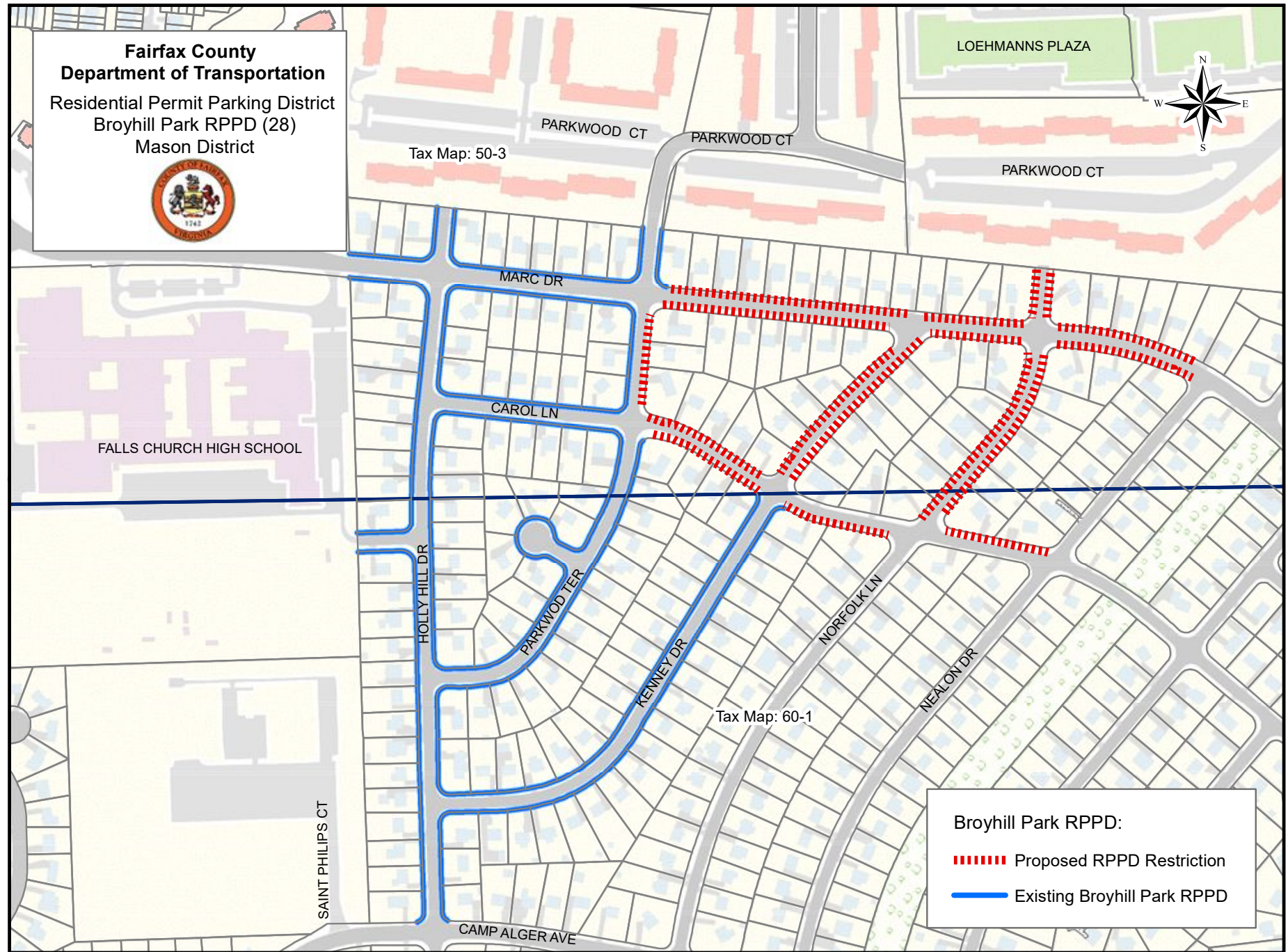
From Parkwood Terrace to the end.

Kenney Drive (Route 2445):

From ~~Carol Lane to~~ Holly Hill Drive to Marc Drive

Norfolk Lane (Route 2441):

From Carol Lane to the north end



Board Agenda Item
January 25, 2022

4:00 p.m.

Public Hearing on a Proposal to Vacate a Portion of Westfax Drive (Sully District)

ISSUE:

Public hearing on a proposal to vacate a portion of Westfax Drive.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached ordinance (Attachment III) for vacation of the subject right-of-way.

TIMING:

On December 7, 2021, the Board authorized the public hearing to consider the proposed vacation for January 25, 2022, at 4:00 p.m.

BACKGROUND:

The applicant, Kimley-Horn and Associates, Inc., on behalf of Amazon Data Services, Inc., is requesting that a portion of Westfax Drive be vacated under §15.2-2272(2) of the Virginia Code. Amazon Data Services, Inc. is seeking this request to allow for the consolidated development of their lands along Lee Jackson Memorial Highway (Route 50) in the Avion Development.

The subject portion of Westfax Drive, directly north of the intersection of Route 50 and Westfax Drive (Route 8610), is currently unimproved. The subject portion of Westfax Drive was dedicated for public street purposes as a part of the Avion Development (Deed Book 10884 Page 161) on the plat dated February 5, 1999. The subject portion of Westfax Drive is not in the Virginia Department of Transportation (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.

Board Agenda Item
January 25, 2022

The proposal to vacate this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicated any opposition to the proposal.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter of Request and 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

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division
Greg Fuller, Jr., Section Chief, FCDOT-Site Analysis Section (SAS)
Michelle Guthrie, FCDOT-SAS
Jeffrey Edmondson, FCDOT-SAS
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

March 31, 2021

Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895

Re: Request and Statement of Justification
Vacation of Westfax Drive between US Route 50 and Virginia Mallory Drive
Sully District, Fairfax County, Virginia

Dear Mr. Edmonson:

This letter constitutes a Request and Statement of Justification to vacate Westfax Drive from its southern end at the north side of US Route 50, Lee Jackson Memorial Highway and its northern end at the southern right-of-way line of Virginia Mallory Drive, no route number assigned, within the Sully Election District of Fairfax County, Virginia. This request is made on behalf of Amazon Data Services, Inc., the owner of real property at Tax Map 034-1-03-B4 and Tax Map 034-1-03-B5 (the "Property"), located adjacent to the Vacation Area.

The Vacation Area is shown on the plat entitled "record Plat showing Vacation and Abandonment of Westfax Drive and the Vacation of Existing Easements on Parcels "B-2B" and Parcel "B-2C" Avion Development" prepared by Kimley-Horn and Associates, Inc., dated 03-29-2021.

To offer some background, the Vacation Area was conveyed to the Board of Supervisors of Fairfax County, Virginia (the "Board"), by virtue of a deed and plat recorded in Deed Book 10884 at Page 161, among the land records of Fairfax County, Virginia. This portion of Westfax Drive was not constructed, nor were the parcels on either side of Westfax Drive.

The purpose of this request to Vacate and Abandoned Westfax Drive is to allow for the consolidated development of the lands of the owner as a Data Center. This use does not generate the volume of traffic that was anticipated with the initial development plans for the Avion Development. At a meeting held on April 8, 2019 with the previous applicant (who was proposing the same Data Center use), members of FCDOT and VDOT, all parties agreed that the Data Center use would generate less traffic than an office use and that there was not the need for Westfax Drive between Route 50 and Virginia Mallory Drive. It was also agreed that removing the connection to route 50 would be ideal. No Zoning action would be necessary for this vacation and no Proffer Condition Amendment would be needed either.

There are various public and private easements that are located along Route 50 that will be extended across the vacated Westfax Drive. Those easement extensions will occur with the Record Plat associated with Site Plan for the properties.

The total area to be vacated is approximately 56,954 square feet.

We respectfully request your review of this application and noticing a public hearing as soon as possible. If you have any questions or concerns, please do not hesitate to call or email me.

Sincerely,

Mike Albright, PE
Project Engineer
703.870.3588

Mike.Albright@Kimley-Horn.com

NOTICE OF INTENT TO
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

WESTFAX DRIVE

SULLY DISTRICT,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold an public hearing, on January 25, 2022, at 4:00 PM during its regular meeting, pursuant to Virginia Code Ann. § 15.2-2204, vacating a part of the plat entitled PLAT OF DIVISION, STREET DEDICATION AND VARIOUS EASEMENTS, recorded in Deed Book 10884 at Page 161, on which is shown the variable wide street dedication for WESTFAX DRIVE from Lee Jackson Memorial Highway Route 50 to Virginia Mallory Drive a distance of 589.80 feet. The road is located on Tax Map 034-1 and is described and shown on the metes and bounds schedule and plat prepared by Kimley-Horn and Associates, Inc., dated October 1, 2021, both of which are on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, (703) 324-3151, to be placed on the Speaker's List, or may appear and be heard.

SULLY DISTRICT.

§ 15.2-2272(2)

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

WESTFAX DRIVE

Sully District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on January 25, 2022, 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 entitled PLAT OF DIVISION, STREET DEDICATION AND VARIOUS EASEMENTS, recorded in Deed Book 10884 at Page 161, on which is shown WESTFAX DRIVE, from Lee Jackson Memorial Highway Route 50 to Virginia Mallory Drive, a distance of 589.80 feet, located on Tax Map 034-1, and described and shown on the metes and bounds schedule and plat prepared by Kimley-Horn and Associates, Inc., dated October 1, 2021, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, easement, in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either currently in use or of record, including the right to operate, maintain, replace, alter, extend, increase, or decrease in size any facilities in the vacated roadway, without any permission of the landowner.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of
Supervisors

§15.2-2272(2)

DESCRIPTION

FAIRFAX COUNTY # 34-01-03-B4 AND # 34 -01-03-B5

BEGINNING AT A POINT ON THE NORTHERN RIGHT-OF-WAY OF LEE JACKSON MEMORIAL HIGHWAY, U.S. ROUTE 50 AND THE EASTERN RIGHT-OF-WAY OF STONECROFT BOULEVARD, ROUTE 607,

THENCE FOLLOWING SAID NORTHERN RIGHT-OF-WAY OF ROUTE 50 SOUTH $64^{\circ} 13' 19''$ EAST 174.65'

THENCE SOUTH $63^{\circ} 47' 23''$ EAST 303.14'

THENCE SOUTH $63^{\circ} 21' 26''$ EAST 330.51' TO A POINT OF BEGINNING

THENCE LEAVING SAID ROUTE 50 RIGHT-OF-WAY AND FOLLOWING THE WESTERN RIGHT-OF-WAY LINE OF WESTFAX DRIVE (UNIMPROVED) AND THE EASTERN PROPERTY LINE OF PARCEL B-2C AVION DEVELOPMENT ALSO KNOWN AS TAX PARCEL 034-1-3-B5 NORTH $72^{\circ} 57' 21''$ E 28.89'

THENCE NORTH $28^{\circ} 15' 46''$ EAST 181.34'

THENCE NORTH $35^{\circ} 06' 20''$ EAST 99.13'

THENCE NORTH $28^{\circ} 15' 46''$ EAST 256.47'

THENCE NORTH $13^{\circ} 19' 04''$ WEST 53.35' TO A POINT ON THE SOUTHERNLY RIGHT-OF-WAY OF VIRGINIA MALLORY DRIVE, NO ROUTE NUMBER ASSIGNED; THENCE

LEAVING SAID PARCEL B-2C AND RUNNING ALONG VIRGINIA MALLORY DRIVE 159.77' ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 669.29' AND A CHORD BEARING AND DISTANCE OF SOUTH $61^{\circ} 45' 01''$ EAST, 159.52'.

THENCE LEAVING SAID RIGHT-OF-WAY OF VIRGINIA MALLORY DRIVE AND FOLLOWING THE WESTERN PROPERTY LINE TO PARCEL B-2B AVION DEVELOPMENT ALSO KNOWN AS TAX PARCEL 034-1-3-B4 AND THE EASTERN RIGHT-OF-WAY OF SAID WESTFAX DRIVE (UNIMPROVED) SOUTH $69^{\circ} 53' 02''$ WEST 53.47'

THENCE SOUTH $28^{\circ} 15' 46''$ WEST 536.24'

THENCE SOUTH $19^{\circ} 49' 15''$ EAST 24.85' TO A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF SAID LEE JACKSON MEMORIAL HIGHWAY ROUTE 50.

THENCE RUNNING ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF ROUTE 50 NORTH $63^{\circ} 21' 26''$ WEST 139.25' TO THE POINT OF BEGINNING AND INCLUDING AN AREA OF 56,884.79 SQUARE FEET OR 1.3059 ACRES OF LAND.

LEGEND

-
- PLAN NUMBER:
006455-SP-025
- AVON PKWY
- VIRGINIA MALLORY DRIVE
- ROUTE 50
- WESTFAX DRIVE
- 1" = 100'
- NAD83 HORIZONTAL DATUM



- | | |
|---|--|
| APPROVED | |
| COUNTY OF FAIRFAX | |
| LAND DEVELOPMENT SERVICES | |
| ADDRESSING REVIEW | |
| BY _____ | DATE _____ |
| SITE 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 SERVICE. | |
| DATE _____ | Director, Site Development and
Inspection Division or Agent |
| APPROVED | |
| FOR | |
| BOARD OF SUPERVISORS | |
| FAIRFAX COUNTY, VIRGINIA | |
| DATE _____ | Director, Land Development
Services or Agent |
| APPROVAL VOID IF PLAT IS NOT OFFERED FOR
RECORD ON OR BEFORE _____ | |



I, CHRIS HOWELL, A DULY LICENSED ENGINEER IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED IN ON THIS PLAT IS AS SHOWN ON A BOUNDARY AND TOPOGRAPHIC SURVEY OF THIS PARCEL BY GRS GROUP, LLC DATED SEPTEMBER 21, 2020 AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND EXPERIENCE AND THAT THE PORTION OF WESTFAX DRIVE SHOWN HEREON WAS DEDICATED FOR PUBLIC USE TO THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA AS RECORDED IN THE DEED BOOK 10884 AT PAGE 161 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA. THE PROPERTIES SHOWN HEREON ARE NOW IN THE NAME OF AMAZON DATA SERVICES, INC. AS RECORDED IN DEED BOOK 26779 AT PAGE 0833 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

DocuSigned by:
Chris Howell
29C2831803DE41

CHRIS HOWELL, F

10/01/2021

DATE _____

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING WITH LAND DISTURBING ACTIVITIES.

DocuSigned by:
Matthew Dixon

NAME _____

NAME	TITLE
------	-------

NOTE: PERMITS MUST BE PRESENTED TO THE COUNTY INSPECTOR PRIOR TO LAND DISTURBANCE.



GRAPHIC SCALE IN FEET

0 30 60 120

A horizontal scale bar with alternating black and white segments. The segments are labeled 0, 30, 60, and 120, representing feet. The bar is divided into four equal segments, each 30 feet long. The first segment (0-30) is white, the second (30-60) is black, the third (60-90) is white, and the fourth (90-120) is black.

VCS 83

Kimley»Horn

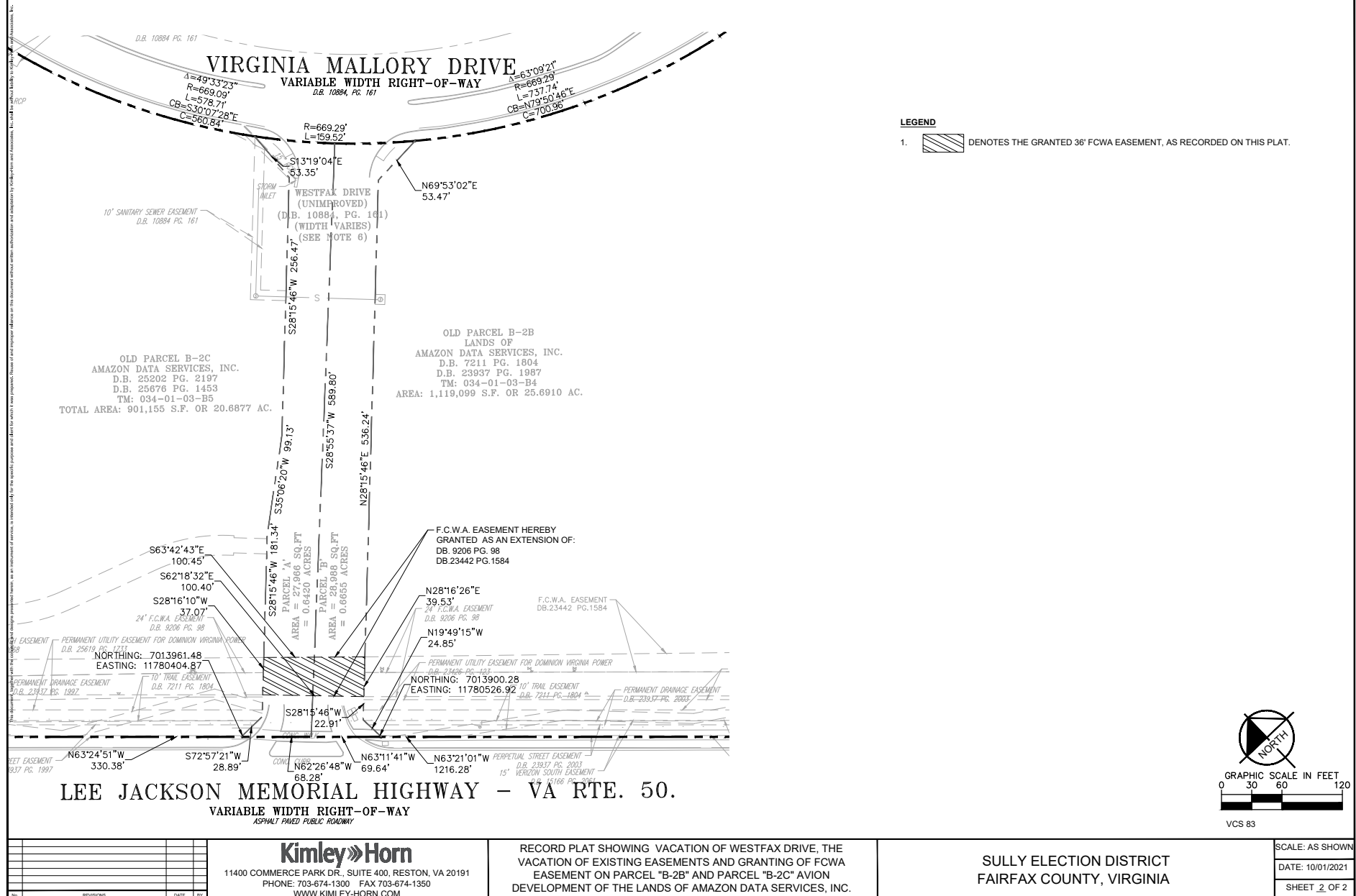
RECORD PLAT SHOWING VACATION OF WESTFAX DRIVE, THE
VACATION OF EXISTING EASEMENTS AND GRANTING OF FCWA
EASEMENT ON PARCEL "B-2B" AND PARCEL "B-2C" AVION
DEVELOPMENT OF THE LANDS OF AMAZON DATA SERVICES, INC.

SULLY ELECTION DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: AS SHOWN

DATE: 10/01/2021

SHEET 1 OF 2



Westfax Drive Vacation

Sully District

ATTACHMENT VI



Tax Map 34-1

✱ Denotes Area to be Vacated

Board Agenda Item
January 25, 2022

4:00 p.m.

Public Hearing on a Proposal to Vacate and Abandon Portions of McWhorter Place and Markham Street (Mason District)

ISSUE:

Public hearing on a proposal to vacate and abandon portions of McWhorter Place and Markham Street.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached order of abandonment (Attachment III) and the ordinance for vacation (Attachment IV) of the subject right-of-way.

TIMING:

On December 7, 2021, the Board authorized the public hearing to consider the proposed vacation and abandonment for January 25, 2022, at 4:00 p.m.

BACKGROUND:

The applicant, Christopher Land, LLC, is requesting that portions of McWhorter Place and Markham Street be vacated under §15.2-2272(2) of the Virginia Code and abandoned under Virginia Code §33.2-909. The applicant is seeking this request pursuant to Proffer 31 of the Approved Rezoning Application RZ/FDP 2019-MA-018. This request is consistent with the Comprehensive Plan and will facilitate the realignment of McWhorter Place and Markham Street.

The subject portion of McWhorter Place, west of the intersection with Markham Street, is currently built and is part of the State Secondary System. The subject portion of Markham Street at the intersection with McWhorter Place is currently built and part of the State Secondary System. McWhorter Place and Markham Street were originally dedicated for public street purposes as "Outlet Road" in 1946 (Deed Book 498 Page 250). The Christopher Land, LLC, Approved Rezoning Application (RZ/FDP 2019-MA-018) will use the subject area of McWhorter Place as part of their townhome development. The Christopher Land, LLC, Application will also be constructing the new alignment of Markham Street near the subject area of the proposed vacated Markham Street. Following the vacation and abandonment of the subject right-of-way, private ownership of the land would be held by the adjacent landowners.

Board Agenda Item
January 25, 2022

Traffic Circulation and Access

The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Easements

The project manager has certified that all easement requirements for the project have been met.

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter
Attachment II: Notice of Intent to Abandon & Vacate
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Metes and Bounds Description
Attachment VI: Vacation and Abandonment Plats
Attachment VII: Vicinity Map
Attachment VIII: Site Plan Excerpt Showing Future Alignment
Attachment IX: Proffer Excerpt

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Division Chief, FCDOT-Site Analysis & Transportation Planning Division
Gregory Fuller, Chief, FCDOT-Site Analysis Section (SAS)
Michelle Guthrie, FCDOT-SAS
Jeffrey Edmondson, FCDOT-SAS
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



November 4, 2020

LETTER of REQUEST AND JUSTIFICATION

Pursuant to Proffer 31 of Approved Rezoning Application RZ/FDP 2019-MA-018, Christopher Land, LLC (The “Applicant”) hereby requests right-of-way vacation and abandonment of approximately 18,430 square feet of McWhorter Place and Markham Street as shown on the November 4, 2020 Plat prepared by Urban, Ltd. and entitled “Plat showing Vacation and Abandonment of a Portion of McWhorter Place VA State Route #757 and Markham Street VA State Route #756”.

This request is consistent with the referenced rezoning and will facilitate the construction of the Comprehensive Plan recommendations of realignment of Markham Street and McWhorter Place.

**NOTICE OF INTENT TO ABANDON AND
ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN**

McWhorter Place and Markham Street

**Mason District,
Fairfax County, Virginia**

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 25, 2022, at 4:00 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 McWhorter Place and Markham Street and Virginia Code Ann. § 33.2-909 abandoning a part of the plat of McWhorter Place and Markham Street, recorded in Deed Book 498 at Page 250, Deed Book 4352 at Page 256 and Deed Book 6132 at Page 1700, containing approximately 19,930 square feet, located on Tax Map 071-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated November 4, 2020, 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.

MASON DISTRICT.

§ 15.2-2272(2)

ORDER OF ABANDONMENT

McWhorter Place and Markham Street

**MASON DISTRICT
Fairfax County, Virginia**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 25th day of January, 2022, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That McWhorter Place, containing approximately 19,930 square feet, located on Tax Map 071-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated November 4, 2020, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

§33.2-909

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN

McWhorter Place and Markham Street

Mason 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 January 25, 2022, 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 McWhorter Place and Markham Street, recorded in Deed Book 498 at Page 250, Deed Book 4352 at Page 256 and Deed Book 6132 at Page 1700, containing approximately 19,930 square feet, located on Tax Map 071-1, and described and shown on the metes and bounds schedule and plat prepared by Urban Ltd, dated November 4, 2020, 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 presently 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)



**Overall Description of Area of Vacation and Abandonment of Portions
Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033), as recorded in Deed Book 26959 at Page 717 among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 4352 at Page 256 among the land records of Fairfax County, Virginia; Thence running with the northerly right-of-way line of said McWhorter Place;

South 71°46'26" East a distance of 64.89 feet to a point;

84.13 feet along the arc of a curve to the right having a radius of 30.00 feet and subtended by a chord bearing South 81°36'06" East a distance of 59.15 feet to a point;

18.46 feet along the arc of a reverse curve to the left having a radius of 15.00 feet and subtended by a chord bearing South 36°31'05" East a distance of 17.32 feet to a point;

South 71°46'26" East a distance of 188.70 feet to a point;

38.11 feet along the arc of a curve to the left having a radius of 25.00 feet and subtended by a chord bearing North 64°33'22" East a distance of 34.53 feet to a point on the easterly line of the land of Kyeong R. Ko, as recorded in Deed Book 11644 at Page 1375 among the land records of Fairfax County, Virginia; Said point also being on the westerly right-of-way line of Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Kyeong R. Ko;

North 20°53'10" East a distance of 103.96 feet to a point; Said point being on the westerly right-of-way line of Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence departing the land of said Kyeong R. Ko and running through the right-of-way of said Markham Street;

37.64 feet along the arc of a curve to the left having a radius of 231.64 feet and subtended by a chord bearing South 00°33'24" West a distance of 37.59 feet to a point;



South $10^{\circ}56'24''$ East a distance of 19.30 feet to a point;

46.04 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South $14^{\circ}36'15''$ East a distance of 45.96 feet to a point;

South $20^{\circ}50'16''$ West a distance of 36.17 feet to a point;

South $71^{\circ}49'20''$ East a distance of 37.64 feet to a point; Thence departing the land of said Board of Supervisors of Fairfax County, Virginia and running through the right-of-way of said McWhorter Place;

43.90 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South $38^{\circ}31'03''$ East a distance of 43.83 feet to a point;

South $18^{\circ}08'38''$ West a distance of 5.73 feet to a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041), as recorded in Deed Book 26959 at Page 1046 among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of said McWhorter Place; Thence running with the southerly right-of-way line of said McWhorter Place;

North $71^{\circ}51'22''$ West a distance of 85.00 feet to a point;

South $18^{\circ}08'38''$ West a distance of 10.00 feet to a point;

North $71^{\circ}51'22''$ West a distance of 95.00 feet to a point;

North $18^{\circ}08'38''$ East a distance of 10.00 feet to a point;

North $71^{\circ}51'22''$ West a distance of 296.05 feet to a point on the northwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036), as recorded in Deed Book 26959 at Page 593 among the land records of Fairfax County, Virginia; Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036) and running through the right-of-way of said McWhorter Place;

North $22^{\circ}09'34''$ East a distance of 15.05 feet to a point;

North $21^{\circ}18'04''$ East a distance of 15.05 feet to the point of beginning and containing an area of 19,930 square feet or 0.4576 acres, more or less.



**Description of Area of Vacation and Abandonment of Portions Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
Parcel 1**

**To ~~Christopher at the Townes at Little River Crossing LLC~~ Kyeong R. Ko
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Kyeong R. Ko, as recorded in Deed Book 11644 at Page 1375 among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Kyeong R. Ko;

South 71°46'26" East a distance of 71.13 feet to a point;

38.11 feet along the arc of a curve to the left having a radius of 25.00 feet and subtended by a chord bearing North 64°33'22" East a distance of 34.53 feet to a point;

North 20°53'10" East a distance of 103.96 feet to a point; Said point being on the westerly right-of-way line of Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence departing the land of said Kyeong R. Ko and running through the right-of-way of said Markham Street;

37.64 feet along the arc of a curve to the left having a radius of 231.64 feet and subtended by a chord bearing South 00°33'24" West a distance of 37.59 feet to a point;

South 10°56'24" East a distance of 19.30 feet to a point;

3.30 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South 09°17'03" East a distance of 3.30 feet to a point;

South 20°45'05" West a distance of 27.28 feet to a point;

South 20°53'10" West a distance of 59.70 feet to a point lying within the right-of-way of said McWhorter Place; Thence running through the right-of-way of said McWhorter Place;

North 71°48'54" West a distance of 119.28 feet to a point;



North 18°08'38" East a distance of 14.89 feet to the point of beginning and containing an area of 4,288 square feet or 0.0985 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
Parcel 2
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031), as recorded in Deed Book 26959 at Page 968 among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031);

South $71^{\circ}46'26''$ East a distance of 85.00 feet to a point on the southeasterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0031) and running through the right-of-way of said McWhorter Place;

South $18^{\circ}08'38''$ West a distance of 14.89 feet to a point;

North $71^{\circ}48'54''$ West a distance of 85.00 feet to a point;

North $18^{\circ}07'46''$ East a distance of 14.95 feet to the point of beginning and containing an area of 1,268 square feet or 0.0291 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
Parcel 3
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032), as recorded in Deed Book 26959 at Page 717 among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032);

35.53 feet along the arc of a curve to the right having a radius of 30.00 feet and subtended by a chord bearing South 35°11'26" East a distance of 33.49 feet to a point;

18.46 feet along the arc of a reverse curve to the left having a radius of 15.00 feet and subtended by a chord bearing South 36°31'05" East a distance of 17.32 feet to a point;

South 71°46'26" East a distance of 32.57 feet to a point on the southeasterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0032) and running through the right-of-way of said McWhorter Place;

South 18°07'46" West a distance of 14.95 feet to a point;

North 71°48'54" West a distance of 73.55 feet to a point;

North 18°07'45" East a distance of 44.98 feet to the point of beginning and containing an area of 1,792 square feet or 0.0411 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
Parcel 4
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the southwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033), as recorded in Deed Book 26959 at Page 717 among the land records of Fairfax County, Virginia; Said point also being on the northerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 4352 at Page 256 among the land records of Fairfax County, Virginia; Thence running with land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033);

South $71^{\circ}46'26''$ East a distance of 64.89 feet to a point;

48.60 feet along the arc of a curve to the right having a radius of 30.00 feet and subtended by a chord bearing North $64^{\circ}28'11''$ East a distance of 43.46 feet to a point on the southeasterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0033) and running through the right-of-way of said McWhorter Place;

South $18^{\circ}07'45''$ West a distance of 44.98 feet to a point;

North $71^{\circ}50'16''$ West a distance of 97.16 feet to a point;

North $21^{\circ}18'04''$ East a distance of 15.05 feet to the point of beginning and containing an area of 2,200 square feet or 0.0505 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
Parcel 5
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036), as recorded in Deed Book 26959 at Page 593 among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 4352 at Page 256 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036);

North 71°51'22" West a distance of 71.05 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0036) and running through the right-of-way of said McWhorter Place:

North 22°09'34" East a distance of 15.05 feet to a point;

South 71°50'16" East a distance of 70.00 feet to a point;

South 18°09'44" West a distance of 14.99 feet to the point of beginning and containing an area of 1,058 square feet or 0.0243 acres, more or less.



**Description of Area of Vacation and Abandonment of Portion Of
McWhorter Place, VA State Route 757
Parcel 6
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037), as recorded in Deed Book 26959 at Page 593 among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037);

North 71°51'22" West a distance of 75.00 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0037) and running through the right-of-way of said McWhorter Place:

North 18°09'44" East a distance of 14.99 feet to a point;

South 71°50'16" East a distance of 75.02 feet to a point;

South 18°13'34" West a distance of 14.97 feet to the point of beginning and containing an area of 1,124 square feet or 0.0258 acres, more or less.



**Description of Area of Vacation and Abandonment of Portions Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
Parcel 7
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A), as recorded in Deed Book 26959 at Page 887 among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A);

North 71°51'22" West a distance of 95.00 feet to a point;

North 18°08'38" East a distance of 10.00 feet to a point;

North 71°51'22" West a distance of 150.00 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0038A) and running through the right-of-way of said McWhorter Place;

North 18°13'34" East a distance of 14.97 feet to a point;

South 71°48'54" East a distance of 244.99 feet to a point;

South 18°11'06" West a distance of 14.79 feet to a point on the northwesterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041), as recorded in Deed Book 26959 at Page 1046 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041);

South 18°08'38" West a distance of 10.00 feet to the point of beginning and containing an area of 4,595 square feet or 0.1055 acres, more or less.



**Description of Area of Vacation and Abandonment of Portions Of
McWhorter Place, VA State Route 757 And
Markham Street, VA State Route 756
Parcel 8
To Christopher at the Townes at Little River Crossing LLC
Fairfax County, Virginia**

Beginning at a point on the northeasterly corner of the land of Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041), as recorded in Deed Book 26959 at Page 1046 among the land records of Fairfax County, Virginia; Said point also being on the southerly right-of-way line of McWhorter Place, Virginia State Route 757, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia; Thence running with the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041);

North 71°51'22" West a distance of 85.00 feet to a point on the northwesterly corner of the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041); Thence departing the land of said Christopher at the Townes at Little River Crossing LLC (Tax Map 071-1-01-0041) and running through the rights-of-way of said McWhorter Place and Markham Street, Virginia State Route 756, a variable width right-of-way, as recorded in Deed Book 498 at Page 250 among the land records of Fairfax County, Virginia;

North 18°11'06" East a distance of 14.79 feet to a point;

North 71°48'54" West a distance of 15.02 feet to a point;

North 20°53'10" East a distance of 59.70 feet to a point;

South 69°21'36" East a distance of 18.77 feet to a point;

9.62 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South 19°08'15" East a distance of 9.62 feet to a point on the westerly line of the land of Board of Supervisors of Fairfax County, Virginia, as recorded in Deed Book 21065 at Page 1009 among the land records of Fairfax County, Virginia; Thence running with the land of said Board of Supervisors of Fairfax County, Virginia;

South 20°50'16" West a distance of 36.17 feet to a point;

South 71°49'20" East a distance of 37.64 feet to a point; Thence departing the land of said Board of Supervisors of Fairfax County, Virginia and running through the right-of-way of said McWhorter Place;



43.90 feet along the arc of a curve to the left having a radius of 230.14 feet and subtended by a chord bearing South $38^{\circ}31'03''$ East a distance of 43.83 feet to a point;

South $18^{\circ}08'38''$ West a distance of 5.73 feet to the point of beginning and containing an area of 3,362 square feet or 0.0772 acres, more or less.

1. THE PROPERTY DESCRIBED HEREON ARE LOCATED ON FAIRFAX COUNTY VIRGINIA TAX MAP NUMBERS 07-11-01-0031, 07-11-01-0023, 07-11-01-0033, 07-11-01-0036, 07-11-01-0032, 07-11-01-0038A, 07-11-01-0041 AND 07-11-01-0030 AND ARE ALL CURRENTLY ZONED C-3 (OFFICE).
2. SURFACED PROPERTIES ARE IN THE NAME OF CHRISTOPHER AT THE TOWNS AT LITTLE RIVER CROSSING LLC, AS RECORDED IN DEED BOOK 26959 AT PAGE 717, BOOK 26959 AT PAGE 968, BOOK 26959 AT PAGE 553, BOOK 26959 AT PAGE 887, BOOK 26959 AT PAGE 1046 AND KYEON R. KO, AS RECORDED IN DEED BOOK 11644 AT PAGE 1375, AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

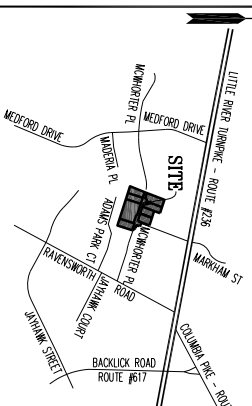
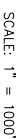
3. THE PROPERTIES SHOWN HEREON ARE LOCATED IN ZONE "X", AREA OF MINIMAL FLOOD HAZARD, AS SHOWN ON FLOOD INSURANCE RATE MAP NO. 51059C0280E, EFFECTIVE DATE SEPTEMBER 17, 2010.

AREA OF VACATION AND ABANDONMENT PARCEL 2	4.288 S.F.	OR	0.0985 ACRES	TO KLEONG, R. KO
AREA OF VACATION AND ABANDONMENT PARCEL 1	1,268 S.F.	OR	0.0291 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
AREA OF VACATION AND ABANDONMENT PARCEL 3	1,792 S.F.	OR	0.0411 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
AREA OF VACATION AND ABANDONMENT PARCEL 4	2,200 S.F.	OR	0.0503 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
AREA OF VACATION AND ABANDONMENT PARCEL 5	1,058 S.F.	OR	0.0243 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
AREA OF VACATION AND ABANDONMENT PARCEL 6	1,124 S.F.	OR	0.0258 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
AREA OF VACATION AND ABANDONMENT PARCEL 7	4,955 S.F.	OR	0.1055 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
AREA OF VACATION AND ABANDONMENT PARCEL 8	3,605 S.F.	OR	0.0828 ACRES	TO CHRISTOPHER AT THE TOWNES AT LITTLE RIVER CROSSING LLC.
TOTAL AREA OF VACATION AND ABANDONMENT	19,930 S.F.	OR	0.4576 ACRES	

CURVE	RADIUS	ARC LENGTH	BETA	ANGLE	CHORD	BEARING	CHORD LENGTH	TANGENT
C1	25.00	38.11	87.20 24		N64.33.22 E	34.55	23.87	
C2	15.00	18.46	70.50 40		S36.31.05 E	17.32	10.60	
C3	30.00	84.13	160.40 46		S81.36.03 E	59.15	176.24	
C4	23.0 14	43.90	105.50 46		S38.31.03 E	43.83	22.02	
C5	23.0 14	46.04	112.7 42		S14.35.15 E	45.96	23.10	
C6	231.64	37.64	97.18 33		S00.33.24 W	37.59	18.86	

LINE TABLE

LINE	BEARING	DISTANCE
L1	N18°08'38"E	10.00
L2	S18°08'38"W	5.00
L3	S18°08'38"W	5.73
L4	N18°11'06"E	14.79
L5	N17°48'54"W	15.02
L6	N20°51'10"E	59.70
L7	N27°48'54"W	119.28
L8	N18°08'38"E	14.89
L9	N17°48'54"W	85.00
L10	N18°07'46"E	14.95
L11	N17°48'54"W	73.55
L12	N18°07'46"E	44.98
L13	N17°50'16"W	97.16
L14	S17°50'16"W	70.16
L15	S18°09'44"W	14.92
L16	S17°50'16"E	75.02
L17	S18°13'34"E	14.97
L18	S17°48'54"E	244.99
L19	N20°45'05"E	27.28
L20	S10°56'24"E	19.30



CERTIFIED CORRECT:



PLAT SHOWING
VACATION AND ABANDONMENT
OF A PORTION OF
McWHORTER PLACE
VA STATE ROUTE #757
AND
MARKHAM STREET
VA STATE ROUTE #756

FAIRFAX COUNTY, VIRGINIA
SCALE: N/A DATE: NOVEMBER 4, 2020



Urban
Ltd.
4300 D Technology Court
Chantilly, Virginia 20151
Tel: 703.642.2306
www.urban-ltd.com

MC 07-1-01-0005
KAR ENTERPRISE, INC.
DB. 1896 PC. 883

MC 07-1-01-0029
CHRISTOPHER AT THE TOWNS
AT LITTLE RIVER CROSSING LLC
DB. 2643 PC. 535

MC 07-1-15-0006
LUS F. CAROIA
DB. 11545 PC. 688

MCWHORTER PLACE
ROUTE #757
(VARIABLE WIDTH RIGHT-OF-WAY)
DB. 4352 PC. 256

MCWHORTER PLACE
ROUTE #3087
(VARIABLE WIDTH RIGHT-OF-WAY)
DB. 1766 PC. 673

5' ESMT FOR PUBLIC STREET PURPOSES
DB. 1766 PC. 673

EX. STORM WATER
DEFINITION ESMT
DB. 4485 PC. 311

MC 07-1-30-B
LAKEVIEW PARK WEST
HOMESOWNERS ASSN.
DB. 4528 PC. 352



MCWHORTER PLACE
ROUTE #757
(VARIABLE WIDTH RIGHT-OF-WAY)
DB. 6132 PC. 1700

MC 07-1-01-0041
CHRISTOPHER AT THE TOWNS
AT LITTLE RIVER CROSSING LLC
DB. 2659 PC. 1046

MC 07-1-01-0028
FAIRFAX COUNTY BOARD
OF SUPERVISORS
DB. 21065 PC. 1009

MC 07-1-01-0027
FAIRFAX COUNTY BOARD
OF SUPERVISORS
DB. 21065 PC. 1009



LEGEND
AREA OF EXISTING STREET DEDICATION
HEREBY VACATED AND ABANDONED
19,930 SQUARE FEET

ATTACHMENT VI

McWHORTER PLACE
VA STATE ROUTE #757
AND
MARKHAM STREET
VA STATE ROUTE #756
MASON DISTRICT
FAIRFAX COUNTY, VIRGINIA

SCALE: 1" = 30'

DATE: NOVEMBER 4, 2020



Urban, Ltd.
4300 D Technology Court
Suite 400
Falls Church, VA 22041
Tel: 703.642.2906
www.urbanltd.com

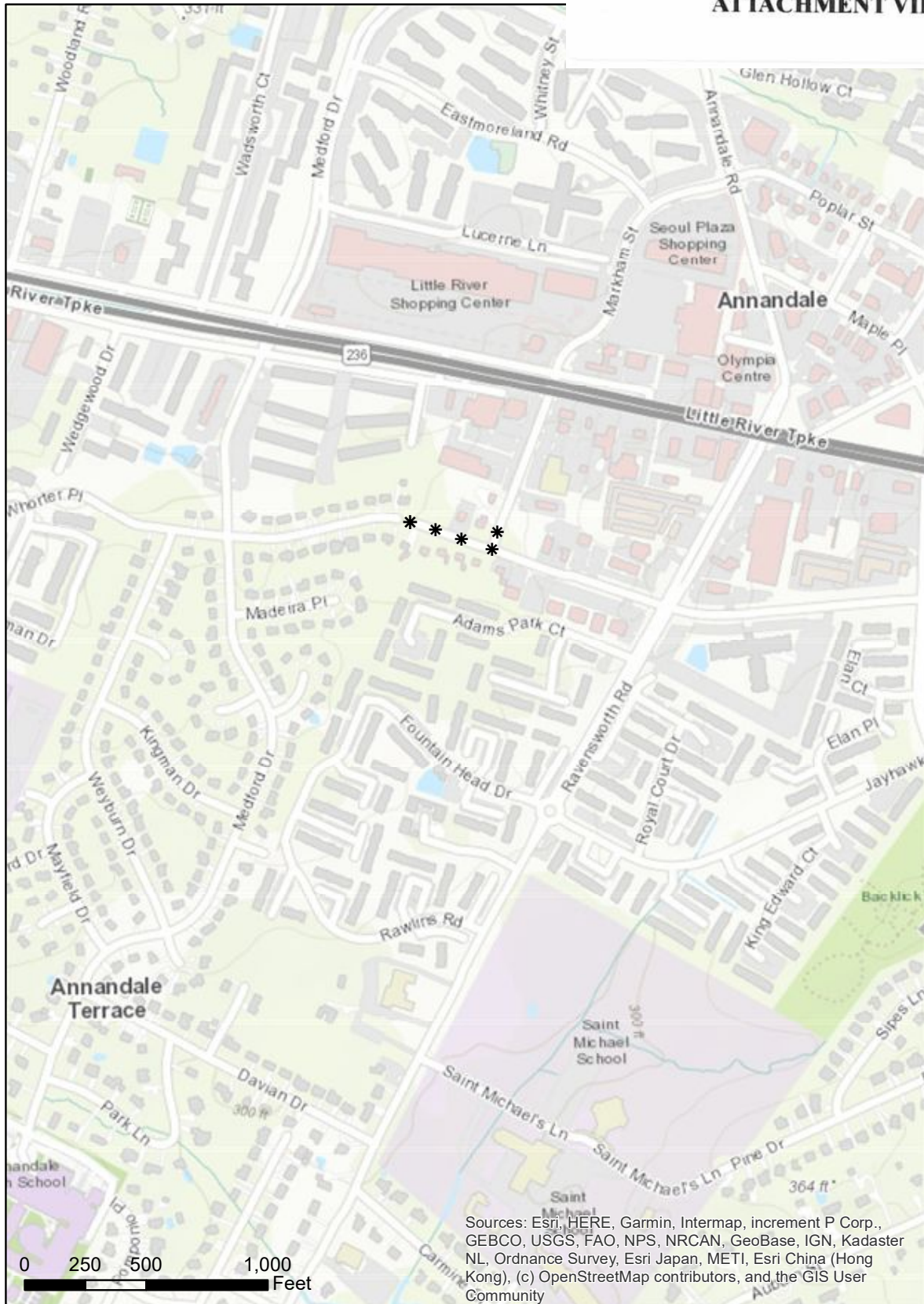
Planners Engineers Landscape Architects Land Surveyors

SHEET 2 OF 2

McWhorter Place & Markham Street Vacation and Abandonment

Mason District

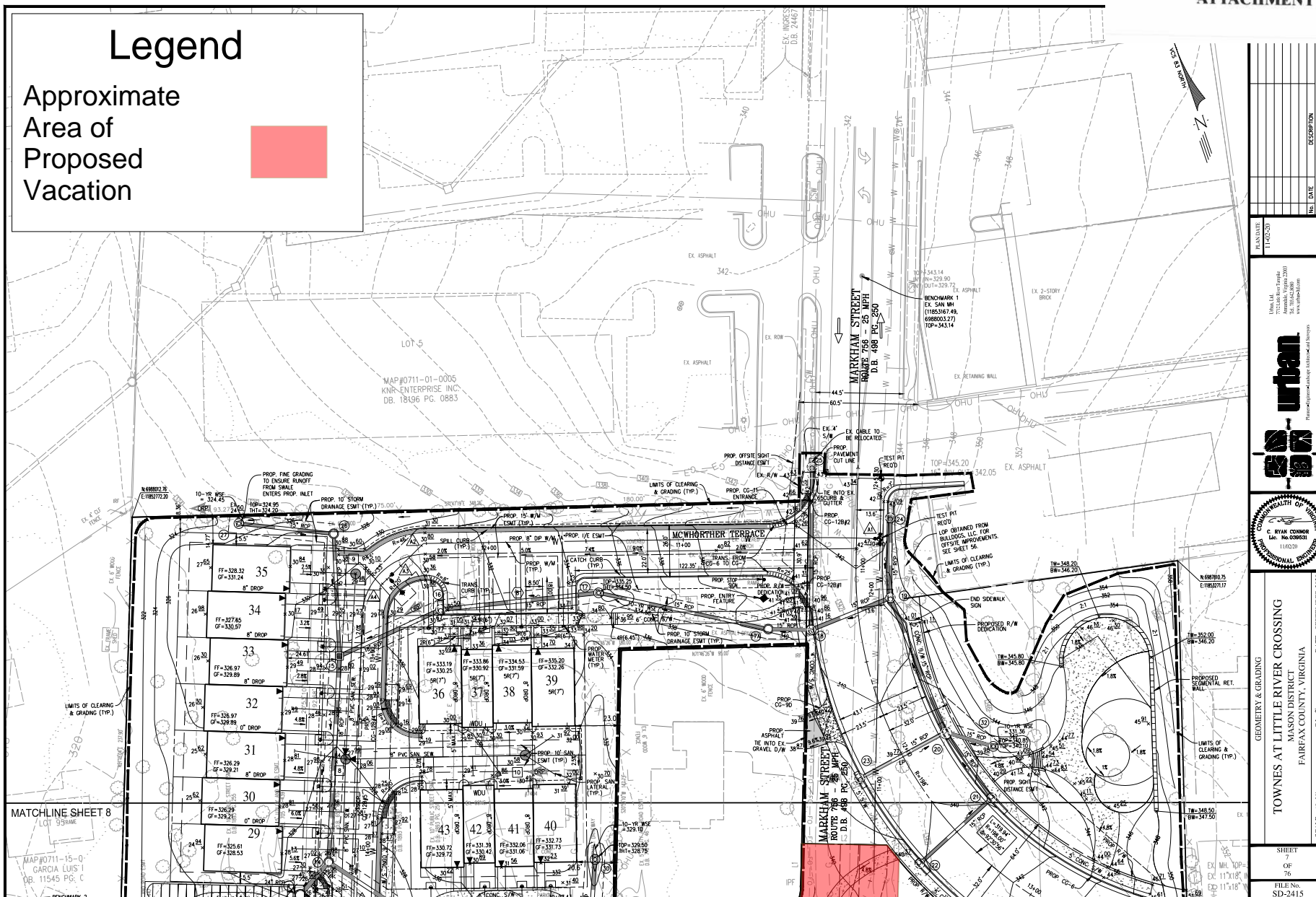
ATTACHMENT VII

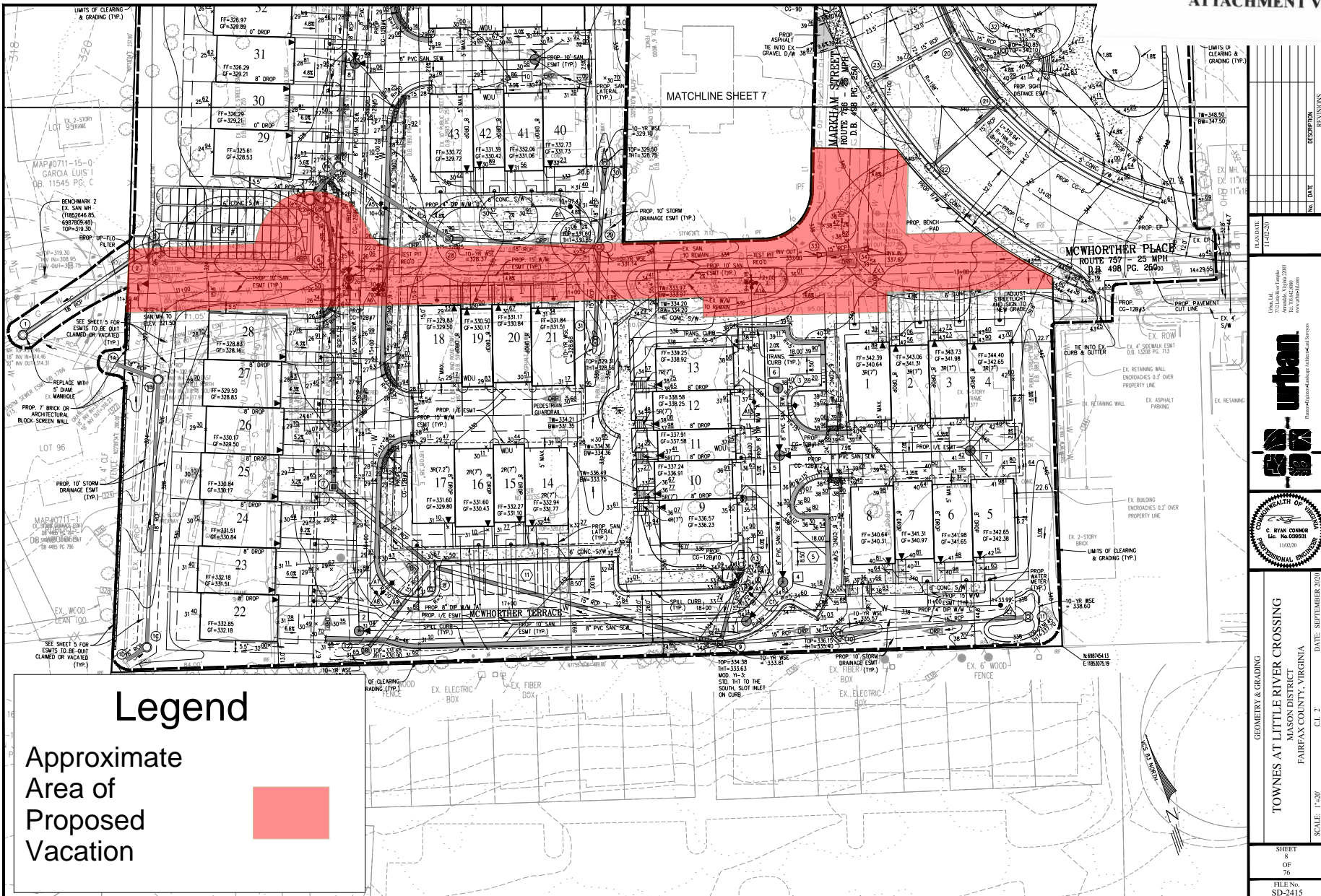


✱ Denotes Area to be Vacated and Abandoned

Tax Map 71-1

Approximate
Area of
Proposed
Vacation





PROFFER STATEMENT**July 20, 2020****RZ/FDP 2019-MA-018****Christopher Land, LLC**

Pursuant to Section 15.2-2303 (A), Code of Virginia (1950, as amended), and Section 18-204 of the Zoning Ordinance of Fairfax County (1978, as amended), the property owner and the Applicant for themselves and their successors and/or assigns (collectively referred to as the "Applicant") in this rezoning application proffer that the development of the parcel under consideration and shown on the Fairfax County Tax Map as Tax Map Reference 71-1-((1)) Parcels 29, 31, 32, 33, 36, 37 38A and 41 and part of 71-1-((1)) Parcel 28 and the public right-of-way on Markham Street and McWhorter Place owned by Fairfax County Board of Supervisors will be in accordance with the following conditions (the "Proffered Conditions"), if, and only if, said rezoning application RZ/FDP 2019-MA-018 for the PDH-12 Zoning Districts is granted by the Board of Supervisors of Fairfax County, Virginia (the "Board"). In the event that the Proposed Development is denied, these Proffers will be immediately null and void and will have no force or effect on the Property.

These Proffered Conditions bind the future development of the Property unless modified, waived or rescinded in the future by the Board, in accordance with applicable County and State statutory procedures.

The Proffered Conditions are:

I. GENERAL

1. Substantial Conformance. Subject to the provisions of Article 16 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance"), the Proposed Development of the Property must be in substantial conformance with the Conceptual Development Plan/Final Development Plan (CDP/FDP), titled "McWhorter Place," prepared by Urban Ltd, consisting of twenty (20) sheets, dated July 16, 2019, and revised June 26, 2020.
2. Architectural Design. The building elevations shown on Sheet 7 and 7A of the CDP/FDP are provided to illustrate the architectural theme and design intent of the residential dwellings. While modifications may be made, the final design of the proposed dwellings must substantially conform to the character and quality of these illustrative elevations, including the color, type and proportion of building materials shown in the illustrative elevations. The primary building materials must be a combination of brick, stone and siding supplemented with trim and detail features. The Applicant commits to stone or brick water table as standard on the front elevation of all lots and on the sides of lots 1, 4, 8,9, 13, 14,17, 18, 21, 28,29 36 and 43, with water table defined as 24" above grade, vinyl,

installation of trees and must provide an opportunity for UFMD staff to verify conformance with these requirements.

XIV. TRANSPORTATION.

26. Private Streets. A portion of this proposed project must be served by private street that must be maintained by the future homeowners of this project. The Applicant must disclose this to a future homeowner and a replacement reserve must be required as part of the HOA dues of this Property. The Applicant must contribute \$43,000 towards the private street reserve. This contribution must be made to the HOA prior to the Applicant's request for bond release.
27. Crosswalk. The Applicant will submit a crosswalk justification to VDOT and FCDOT, prior to the first RUP for the Property. If approved by VDOT, the Applicant must install a crosswalk and warning sign from the subject property to the community park at a location deemed acceptable by VDOT.
28. Sidewalk and Public Access Easement. The Applicant must provide a comprehensive sidewalk system within the Property as generally shown on Sheet 5 and 10 of the CDP/FDP. In addition, the Applicant must construct an interparcel pedestrian connection consisting of a five-foot-wide sidewalk that will extend to the commonly shared property boundary with the Lafayette Park West Homeowners Association located to the south of the subject property. Final location of the interparcel pedestrian connection will be determined during site plan review and may be located anywhere along the southern property line. Construction of sidewalks must be concurrent with development activity on the Property. Sidewalks must be constructed out of concrete as the primary material although alternative hardscape materials such as accent pavers in special areas may be appropriate. Furthermore, the Applicant must record a public access easement along the main sidewalks that traverse the site from the eastern to western property boundary in order to facilitate pedestrian access to and from the community park.
29. Interparcel Vehicular Access and Easement. At the time of record plat approval, the Applicant must reserve for potential future recordation of at least one (1) inter-parcel access easement on the Property, as shown on Sheet 5 and 5A of the CDP/FDP, for a potential vehicular connection (to be constructed by others) to the unconsolidated commercial property 71-1-((1)) parcel 30 should the property redevelop in a manner compatible with the residential use on the Property.
30. Interparcel Pedestrian Access and Easement. The Applicant must record floating inter-parcel access and grading and temporary construction easements on the Property, as shown conceptually on Sheet 5 and 5A of the CDP/FDP for potential future pedestrian connection(s) to the unconsolidated commercial property contained by Tax Map 71-1-((1)) parcel 30, by others.
31. Right-of-Way Vacation and/or Abandonment. The Applicant must submit a Right-of-Way Vacation and/or Abandonment application to Fairfax County to vacate approximately

18,431 square feet of McWhorter Place and Markham Street as shown on sheet 6 of the CDP/FDP prior to site plan submission. Right of entry and development of the site may occur prior to the recordation of the deed of vacation. The vacation of these roads cannot be recorded until the realigned road shown on the CDP/FDP is in place and functional. The Applicant cannot obtain building permits on lots 18-21 or lot 28 until the vacation and/or abandonment deed is recorded. The Applicant must also seek to purchase the vacated/abandoned Right-of-Way and approximately 632 square feet of 71-1-((1)) parcel 28 from the Fairfax County Board of Supervisors as shown on sheet 6 of the CDP/FDP. If the purchase is not complete or does not include all of the area proposed to be vacated and/abandoned immediately adjacent to Tax Map 71-1-((1)) parcel 30, the applicant must construct the alternative layout shown on Sheets 5 and 11C of the CDP/FDP. In addition, if the Applicant does not acquire the portion of Tax Map 71-1-((1)) parcel 28 shown on the CDP/FDP from the Fairfax County Board of Supervisors, the Applicant agrees to enter into a maintenance agreement with the County in a form acceptable to the Facilities Management Department.

32. Public Right-of-Way Sidewalk. The Applicant must make good faith effort to provide a continuous and consistent 5-foot concrete sidewalk and grass utility panel along the realigned McWhorter Place and Markham Street. The Applicant must send a Certified Letter to the owner of the unconsolidated commercial property contained by Tax Map 71-1-((1)) parcel 30 to attempt obtain a right-of-way dedication for a small portion of the property frontage in order to construct the continuous 5 foot sidewalk and utility panel. If the owner of Tax Map 71-1-((1)) parcel 30 does not reply or enter into negotiations within 30 days after the Certified Mail is sent, then the Applicant's obligations have been satisfied. If the owner of Tax Map 71-1-((1)) parcel 30 agrees to the right-of-way dedication, the Applicant will construct the 5-foot concrete sidewalk and grass utility panel along the property frontage consistent with the realigned McWhorter Place and Markham Street shown on the CDP/FDP. A copy of the letter and a copy of Certified Mailing receipt must be provided to the County at the time of second submission site plan submission.
33. Streetscape Design. The Applicant must provide a bench and basic LED acorn-style pedestrian-scale lights on the eastern edge of the property adjacent to the public right-of-way along the realigned McWhorter Place and Markham Street. The bench and acorn-style lighting must be consistent with the street furniture style prevalent in the public realm of the Annandale CRD; the Applicant must consult with the Mason District Supervisor and DPD CRS for specifications if necessary. The Applicant must ensure that the pedestrian-scale lights and bench are integrated harmoniously with trees and plantings along the property's edge.
34. Bicycle Parking. The Applicant must provide bicycle racks onsite, the specific locations of which must be determined at the time of site plan subject to the approval of the Fairfax County Department of Transportation (FCDOT). The bike racks must be inverted U-style or other design approved by FCDOT. The total number of bike parking spaces must be consistent with the Fairfax County Policy and Guidelines for Bicycle Parking as determined at site plan.

Board Agenda Item
January 25, 2022

4:00 p.m.

Public Hearing on a Proposal to Vacate and Abandon a Portion of Oakwood Road (Lee District)

ISSUE:

Public hearing on a proposal to vacate and abandon a portion of Oakwood Road.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached order of abandonment (Attachment III) and the ordinance for vacation (Attachment IV) of the subject right-of-way.

TIMING:

On December 7, 2021, the Board authorized the public hearing to consider the proposed vacation and abandonment for January 25, 2022, at 4:00 p.m.

BACKGROUND:

The applicant, Wire Gill LLP, on behalf of their clients, OVD Associates LLC, is requesting that a portion of Oakwood Road be vacated under §15.2-2272(2) of the Virginia Code and abandoned under Virginia Code §33.2-909. The vacation was planned as part of the realignment of Oakwood Road in accordance with Fairfax County Project #64103 South Van Dorn/Interstate 95 Interchange Project and is shown on the CDP/FDP approved as part of RZ 94-L-035. The planned realignment of Oakwood Road was completed, but the parties failed to complete the vacation of this portion of Oakwood Road at the time of realignment. The application seeks to complete the actions contemplated as part of the Oakwood Road realignment.

Traffic Circulation and Access

The vacation and abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access.

Easements

The project manager has certified that all easement requirements for the project have been met.

Board Agenda Item
January 25, 2022

The proposal to vacate and abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Development, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:

Attachment I: Application Letter
Attachment II: Notice of Intent to Abandon & Vacate
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Metes and Bounds Description
Attachment VI: Vacation and Abandonment Plat
Attachment VII: Vicinity Map

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Jeff Hermann, Chief, FCDOT-Site Analysis & Transportation Planning Division
Gregory Fuller, Chief, FCDOT-Site Analysis Section (SAS)
Michelle Guthrie, FCDOT-SAS
Jeffrey Edmondson, FCDOT-SAS
Gavin Derleth, FCDOT-SAS

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney



Ina Christina Charvet
tcharvet@wiregill.com
703-677-3132

February 1, 2021

Jeffrey Edmondson
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax County, Virginia 22033-2895

Re: Request for Vacation and Abandonment of a
Portion of Oakwood Road - Route 843

Dear Mr. Edmondson:

This letter serves as the request and justification for the vacation and abandonment of a certain portion of Oakwood Road-Route 843. On behalf of OVD Associates LLC, who is the owner of property adjacent to a realigned portion of Oakwood Road-Route 843, we are submitting this request to vacate and abandon those portions of the public street pursuant to the enclosed plats in conformance with Code of Virginia Sections 15.2-2272(2) and 33.2-909. The portions of Oakwood Road that we seek vacated and abandoned were dedicated pursuant to the Deed of Dedication recorded in Deed Book C-13, at Page 03 and Deed Book 8381, at Page 446, both among the land records of Fairfax County, Virginia (the "Land Records"). The property adjacent to the vacated ROW includes Fairfax County tax map numbers 81-2 ((3)) 11A and 81-2 ((3)) 12A.

The parcel at tax map number 81-2 ((3)) 11A is owned by The Fairfax County Board of Supervisors. Pursuant to a request by your office, we simultaneously are submitting to the County Attorney a plat and deed of dedication that would include this parcel as part of the right-of-way for Oakwood Road.

The requested vacation and abandonment is pursuant to the Memorandum of Understanding dated June 1, 1994, as referenced in Proffer IV of approved RZ 94-L-035. The vacation was planned as part of the realignment of Oakwood Road in accordance with Fairfax County Project #64103 South Van Dorn/Interstate 95 Interchange Project and is shown on the CDP/FDP approved as part of RZ 94-L-035. The planned realignment of Oakwood Road was completed, but the parties failed to complete the vacation of this portion of Oakwood Road at the time of realignment. This application seeks to complete the actions contemplated as part of the Oakwood Road realignment.

Enclosed with this request, please find the following:

- Eighteen (18) copies of this Letter of Request and Justification, which describes the origin/creation of the subject right-of-way.

1750 Tysons Boulevard | Suite 1500 | Tysons, VA 22102 | www.wiregill.com

February 1, 2021

Page 2

- Check in the amount of \$150.00 payable to the County of Fairfax.
- Eighteen (18) copies of the recordable plat entitled "Plat Showing Abandonment and Vacation of Portions of Oakwood Road RT. 843."
- Eighteen (18) copies of the Metes and Bounds Legal Description of the area to be vacated and abandoned identified as "Parcel A."
- Eighteen (18) copies of the Metes and Bounds Legal Description of the area to be vacated and abandoned identified as "Parcel B."
- Eighteen (18) copies of the Metes and Bounds Legal Description of the area to be vacated and abandoned identified as "Parcel C."
- The original and eighteen (18) copies of the Combined Notice of Public Hearing.
- The original and eighteen (18) copies of the Vacation Ordinance.
- The original and eighteen (18) copies of the Order of Abandonment.
- Eighteen (18) copies of the Vicinity Map/Fairfax County Assessment Map.

I appreciate your attention. Please don't hesitate to contact me or David Gill (dgill@wiregill.com / 703-677-3131) should you have questions regarding this request or if additional information is required.

Sincerely,



Tina Charvet

**NOTICE OF INTENT TO
ABANDON AND ADOPT AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN**

Oakwood Road - Route 843

**Lee District,
Fairfax County, Virginia**

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 25, 2022, at 4:00 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, on the proposed abandonment and vacation of a part of the public road shown on the plat titled "Plat Showing Street and Dedication Various Easements Thru Lots 12, 13A, 13B, 14-16, 17A, 17B, 18, 19, 21, 23 & 25, Oakwood and the Property of Oakwood Van Dorn Associates," recorded in Deed Book 8381, at Page 0446, of the Fairfax County Land Records, on which is shown "Relocated Oakwood Road" "48,979 square feet hereby dedicated to public street purposes," and recorded in Deed Book C-1 3, Page 03, on which is shown "50' Street." The road to be abandoned and vacated is located on Fairfax County Tax Map 81-2 and is described and shown on the metes and bound schedule, dated December 10, 2020, and plat, dated December 17, 2020, both of which prepared by Dewberry Consultants LLC and are on file with the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Telephone Number (703) 877-5600.

LEE DISTRICT.

§ 15.2-2272(2)
§ 33.2-909

ORDER OF ABANDONMENT

Oakwood Road - Route 843

Lee District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 25th day of January, 2022, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code §33.2-909, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That Oakwood Road, bifurcating Tax Map Parcel 81-2 ((3)) 12A and Tax Map Parcel 81-2 ((3)) 11A, located on Tax Map 81-2, and consisting of Parcel A (10,471 square feet), Parcel B (6,936 square feet), and Parcel C (5,476 square feet), as described on the plat and metes and bounds schedule prepared by Dewberry Consultants LLC, dated December 2020, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code §33.2-909.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowner(s).

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

§33.2-909

**ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN**

Oakwood Road - Route 843

Lee District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax County, Virginia, on January 25, 2022, 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 the Deed of Dedication, recorded in Deed Book C-13 at Page 03, and that part of the Plat of the Deed of Dedication, Easement, and Vacation, recorded in Deed Book 8381 at Page 0446 on which is shown Oakwood Road, bifurcating Tax Map Number 81-2 ((3)) 12A and Tax Map Number 81-2 ((3)) 11A, consisting of Parcel A (10,471 square feet), Parcel B (6,936 square feet), and Parcel C (5,476 square feet), located on Tax Map 81-2, and described and shown on the metes and bounds schedules and plat prepared by Dewberry Consultants LLC, dated December 2020, 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)



Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
www.dewberry.com

**DESCRIPTION OF
PARCEL "A"
OAKWOOD ROAD VACATION**

**LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point on the southerly right of way line of Oakwood Road (Rt. 843), said point being the westernmost corner of Parcel "C", as shown on Vacation and Abandonment Plat attached; thence departing the southerly right of way line of said Oakwood Road and with the southerly line of said Parcel "C" S64°15'52"E, 55.14 feet and N77°49'08"E, 245.54 feet to a point on the southerly right of way line of said Oakwood Road, said point being the easternmost corner of aforementioned Parcel "C"; thence departing the easternmost corner of said Parcel "C" and with the southerly right of way line of said Oakwood Road the following four courses:

N89°58'52"E, 18.22 feet

N81°26'55"E, 80.87 feet

N89°58'52"E, 34.24 feet

S84°02'12"E, 28.35 feet

to an angle point on the northerly line of Parcel "B", as shown on Vacation and Abandonment Plat attached; thence departing the southerly right of way line of aforementioned Oakwood Road and with the northerly line of said Parcel "B" S77°49'08"W, 413.06 feet and N64°15'52"W, 86.64 feet to a point on the southerly right of way line of said Oakwood Road; thence departing the northerly line of said Parcel "B" and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 644.49 feet and whose chord is N68°14'24"E, 33.91 feet, an arc distance of 33.91 feet to the point of beginning, containing 10,471 square feet of land.

Parcel A Vacation
Oakwood Rd.
50093706 Oakwood
December 9, 2020





Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
www.dewberry.com

**DESCRIPTION OF
PARCEL "B"
OAKWOOD ROAD VACATION**

**LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA**

Beginning at a point marking the northwesterly corner of the residue of Lot 18, Oakwood, as recorded in Deed Book C-13 at page 3, said point being a point on the southerly right of way line of Oakwood Road (Rt. 843); thence departing the northwesterly corner of said Lot 18 and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 644.49 feet and whose chord is N62°07'24"E, 103.58 feet, an arc distance of 103.69 feet to a point marking the westernmost corner of Parcel "A", as shown on Vacation and Abandonment Plat attached; thence departing the southerly right of way line of said Oakwood Road and with the southerly line of said Parcel "A" S64°15'52"E, 86.64 feet and N77°49'08"E, 413.06 feet to a point on the southerly right of way line of aforementioned Oakwood Road, said point being the easternmost corner of aforementioned Parcel "A"; thence departing the easternmost corner of said Parcel "A" and with the southerly right of way line of said Oakwood Road S84°02'12"E, 16.05 feet to an angle point on the northerly line of the residue of Lot 23, Oakwood, as recorded in Deed Book C-13 at page 3; thence departing the southerly right of way line of said Oakwood Road and with the northerly line of said Lot 23 and continuing with the northerly lines of the residue of Lot 21, Oakwood and the residue of Lot 19, Oakwood, both recorded in Deed Book C-13 at page 3 S77°49'08"W, 407.56 feet to a point curve on the northerly line of said Lot 19; thence continuing with the northerly line of said Lot 19 and with the northerly line of aforementioned Lot 18 with a curve to the right with a radius of 605.00 feet and whose chord is S86°54'42"W, 191.22 feet, an arc distance of 192.03 feet to the point of beginning, containing 6,936 square feet of land.

Parcel B Vacation
50093706 Oakwood Van Dorn
December 9, 2020





Dewberry Engineers Inc.
13575 Heathcote Boulevard, Suite 130
Gainesville, VA 20155

703.468.2211
703.468.2212 fax
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**DESCRIPTION OF
PARCEL "C"**
OAKWOOD ROAD ABANDONMENT AND VACATION
LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA

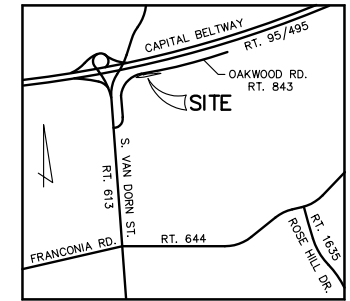
Beginning at a point on the southerly right of way line of Oakwood Road (Rt.843), said point being the westernmost corner of the residue of Lot 11, Oakwood, as recorded in Deed Book C-13 at page 3; thence departing the southerly right of way line of said Oakwood Road and with the southerly line of said Lot 11 S64°15'52"E, 17.91 feet and N77°49'08"E, 102.47 feet to a point on the southerly right of way line of said Oakwood Road, said point being the easternmost corner of said Lot 11; thence departing the easternmost corner of said Lot 11 and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 632.49 feet and whose chord is N86°48'21"E, 70.07 feet, an arc distance of 70.10 and N89°58'52"E, 66.78 feet to an angle point on the northerly line of Parcel "A", as shown on Plat of Abandonment and Vacation attached; thence departing the southerly right of way line of aforementioned Oakwood Road and with the northerly line of said Parcel "A" S77°49'08"W, 245.54 feet and N64°15'52"W, 55.14 feet to a point on the southerly right of way line of said Oakwood Road; thence departing the northerly line of said Parcel "A" and with the southerly right of way line of said Oakwood Road with a curve to the right with a radius of 644.49 feet and whose chord is N70°57'27"E, 27.21 feet, an arc distance of 27.22 feet and N83°38'42"E, 10.99 feet to the point of beginning, containing 5,476 square feet of land.

Parcel C Vacation
Oakwood Rd.
50093706 Oakwood Van Dorn
December 9, 2020



ATTACHMENT VI

CURVE TABLE						
NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CH. BEARING
1	605.00'	18°11'08"	192.03'	96.83'	191.22'	S86°54'42"W
2	644.49'	9°13'06"	103.69'	51.96'	103.58'	N62°07'24"E
3	632.49'	6°21'02"	70.10'	35.09'	70.07'	N86°48'21"E
4	644.49'	3°00'54"	33.91'	16.96'	33.91'	N68°14'24"E
5	644.49'	2°25'10"	27.22'	13.61'	27.21'	N70°57'27"E
6	644.49'	5°26'06"	61.13'	30.59'	61.11'	N69°27'01"E



VICINITY MAP
SCALE: 1"=2,000'

P:\PROJECT\5003706 OAKWOOD VAN DORN\CAD\SURVEY\PLATS\RECORD\OAKWOOD ROAD VACATION.DWG

PARCEL "B"
6,936 SQ. FT. PORTION OF RELOCATED OAKWOOD ROAD TO BE VACATED BY FAIRFAX COUNTY DEPARTMENT OF ENVIRONMENTAL MANAGEMENT PURSUANT TO VIRGINIA CODE SEC. 15.1-480.1

RESIDUE OF LOT 18 OAKWOOD
TM# 81-2 ((3)) 12A

RESIDUE OF LOT 11 OAKWOOD
TM# 81-2 ((3)) 11A

PARCEL "C"
5,476 SQ. FT. PORTION OF OAKWOOD ROAD HEREBY ABANDONED AND VACATED

CENTERLINE OF OAKWOOD ROAD BEFORE RE-ALIGNMENT PER DEED OF DEDICATION D.B. C-13 PG. 3

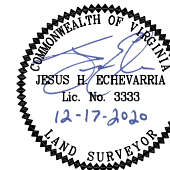
RESIDUE OF LOT 19 OAKWOOD
TM# 81-2 ((3)) 12A

PARCEL "A"
10,471 SQ. FT. PORTION OF OAKWOOD ROAD HEREBY VACATED

RESIDUE OF LOT 21 OAKWOOD
TM# 81-2 ((3)) 12A

OAKWOOD ROAD RT. 843
VARIABLE WIDTH R/W (CURRENT LOCATION)

NOTE:
THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON ASSESSMENT MAP 81-2.



PLAT SHOWING
ABANDONMENT AND VACATION
OF PORTIONS OF
OAKWOOD ROAD RT. 843
D.B. C-13 PG. 3
D.B. 8381 PG. 446

LEE DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1"=30' DECEMBER, 2020

Dewberry
Dewberry Engineers Inc.
13575 HEATHCOTE BLVD., SUITE 130
GAINESVILLE, VA 20155
PHONE: 703.468.2239
FAX: 703.468.2212



SHEET 1 OF 1

RPA-5540A

Oakwood Road Vacation and Abandonment

Lee District

ATTACHMENT VII



Tax Map 81-2

* Denotes Area to be Vacated and Abandoned

Board Agenda Item
January 25, 2022

4:00 p.m.

Public Hearing on Repurposing Developer Contributions to Fairfax County for
Transportation Projects

ISSUE:

Public hearing and approval to repurpose \$893,326 in cash proffer contributions made by developers prior to 2005 to alternative transportation improvements that are in the public interest.

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (in substantial form of Attachment 1), which, if adopted, would repurpose developer contributions to Fairfax County for transportation projects consistent with recommendations in Attachment 2.

TIMING:

Public hearing and board approval on January 25, 2022, will allow the Department of Transportation to proceed with repurposing cash proffers to alternative transportation improvements.

BACKGROUND:

On December 7, 2021, the Board authorized the advertisement of a public hearing (advertisement included as Attachment 3) on repurposing developer contributions to Fairfax County for transportation projects. Pursuant to Virginia Code § 15.2-2303.2 (Attachment 4), a locality may use any cash payments proffered for capital improvements for alternative improvements of the same category within the locality in the vicinity of the improvements for which the cash payments were originally made if it is impractical to implement the original project for which the contributions were made. Before using the cash payments for the alternate improvements, 30-days' written notice of the proposed alternative improvements must be given to the entities that made the cash payments, and the Board must conduct a public hearing on the proposal. The Board, following the public hearing, can direct the use of the cash proffers for alternative improvements if it finds: (a) the improvements for which the cash payments were proffered cannot occur in a timely manner or the functional purpose for which the cash payments were made no longer exists; (b) the alternative improvements are within the

Board Agenda Item
January 25, 2022

vicinity of the proposed improvements for which the cash payments were proffered; and
(c) the alternative improvements are in the public interest.

FCDOT has researched \$893,326 in proffered developer contributions prior to 2005 and requests adoption of a resolution that would repurpose developer contributions to Fairfax County for alternative transportation projects consistent with recommendations. A chart showing the alternative transportation improvement for each proffered developer contribution is attached as Attachment 2. FCDOT staff has determined that each proposed project is in the vicinity of the respective original project and meets the requirements of § 15.2-2303.2. These funds are included in Fund 30040, Contributed Roadway Improvements.

FISCAL IMPACT:

FCDOT has identified funding in the amount of \$893,326 in Fund 30040, Contributed Roadway Improvements, to be repurposed to transportation improvement projects. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution to repurpose developer contributions
Attachment 2 – Recommended alternative transportation improvements
Attachment 3 – Notice of Public Hearing
Attachment 4 – § 15.2-2303.2. Proffered cash payments and expenditures legislation

STAFF:

Rachel Flynn, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, FCDOT
Smitha L. Chellappa, Transportation Planner IV, Funding Section, FCDOT
Mei Fang, Transportation Planner II, Funding Section, FCDOT

ASSIGNED COUNSEL:

M. Christopher Sigler, Assistant County Attorney

Fairfax County Board of Supervisors Resolution

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on Tuesday, January 25th, 2022, at which meeting a quorum was present and voting, the following resolution was adopted.

RESOLUTION

WHEREAS, Section 15.2-2303.2. (Proffered Cash Payments and Expenditures) of the Code of Virginia, provides the opportunity for localities to use cash payments proffered for capital improvements for alternative improvements within the vicinity of the improvements for which the cash payments were originally made,

WHEREAS, on December 7, 2021, the Board authorized staff to advertise a public hearing notice on the repurposing for alternative use proffers associated with the rezoning cases given below,

- RZ 92-W-007; First Balmoral Corporation; \$112,266; 5/29/1998; DE13919
- PCA 84-L-020; Kingstowne Commercial Limited Partnership; \$245,160; 12/22/1998; DE14011
- RZ 1998-LE-006; Springfield East LC; \$120,000; 2/5/2001; DE14398
- RZ 1997-SU-012; Fair Lakes Chase LP; \$169,300; 11/20/2003; DE35489
- RZ 1998-SU-040; Jack W. Carney and Benjamin M. Smith; \$246,600; 11/20/2003; DE36369

WHEREAS, the developers associated with each rezoning case has been notified by letter sent via U.S. mail; of the Fairfax County's intent to use their respective cash payments on alternative improvements, and the date of the public hearing,

NOW, THEREFORE, BE IT RESOLVED as the capital improvements for which the original cash payments were made cannot occur in a timely manner or the functional purpose for which the cash payment was made no longer exists; the alternative improvements are within the vicinity of the proposed improvements for which the cash payments were proffered; and, the alternative improvements are in the public interest; the staff proposed alternative improvements are hereby approved as presented at the public hearing;

Adopted this 25th day of January 2022, Fairfax, Virginia

ATTEST

Jill G. Cooper
Clerk for the Board of Supervisors

Date	DE	RZ/PCA No.	Proffer No.	Remaining balance of proffered funds	Applicant/Developer	Proffer	Original Proffer Location (District)	Reason for proposed repurposing	Recommended Project
5/29/1998	DE13919	RZ 92-W-007	20	\$112,266	FIRST BALMORAL CORPORATION, First Balmoral Corp	20. Cash or other surety acceptable to the Department of Environmental Management (DEM) sufficient to cover the cost of design, equipment and installation, as determined by VDOT, of a traffic signal at the western site entrance to Compton Road shall be provided to the County by the applicant at the time of approval of the final subdivision plat containing the 120th lot within the development unless such funds have been previously provided or said traffic signal installed pursuant to the conditions of Special Permit SP 92-S-026. in the event this traffic signal has been installed by others prior to the approval of such subdivision plat, then the cost of the design, equipment and installation of the traffic signal shall be paid to DEM at the time of such subdivision plat approval, for reimbursement to VDOT or the County, whichever paid for the traffic signal. The applicant shall have no further obligation to fund signalization of this intersection if the County has not requested the signal and VDOT warrants have not been met within two years after the issuance of the last Residential Use Permit or the Non-Residential Use Permit for the golf course, whichever shall occur later, in which event Applicant's aforesaid cash or other surety shall be released to the Applicant.	Springfield	It has been determined that a traffic signal is not necessary at this intersection.	Route 29 widening Phase 2, Springfield District
12/22/1998	DE14011	PCA 84-L-020	7	\$245,160	KINGSTOWNE COMMERCIAL LIMITED PARTNERSHIP, Landsdowne Ctr LP	At the time of site plan approval, the developer shall provide a cash contribution to VDOT of \$227,000 for Beulah signalization as determined by VDOT. The contribution payment shall be adjusted as of July 31, 1995 in accord with construction cost index as publicized in the Engineering News Record by McGraw Hill at the time of payment. Additionally the developer shall construct a declaration lane into the center from telegraph road subject to approval of VDOT and DEM.	Lee	The signal has been installed.	Frontier Drive, Lee District
2/5/2001	DE14398	RZ 1998-LE-006	C3	\$120,000	SPRINGFIELD EAST LC, Springfield Metro LP	C-3. Signalization. Funding for the full cost of a traffic signal at the site's entrance from Loisdale Road shall be escrowed with the County prior to site plan approval. If warranted, this signal shall be installed by the Applicant at the request of Fairfax County or VDOT prior to final bond release for the proposed hotel. If the signal is not warranted at that time, the funds shall be released to the County for the future installation of that signal and the funds increased to cover the full cost of the signal at that time.	Lee	The signal has already been installed on the Loisdale Road and Loisdale Ct.	Frontier Drive, Lee District
11/20/2003	DE35489	RZ 1997-SU-012	6	\$169,300	Fair Lakes Chase LP	6. Veronica Road: At the time of subdivision approval, or upon demand by Fairfax County, whichever shall occur first, the Applicant shall dedicate and convey in fee simple to the Board right-of-way along the Application Property's Veronica Road frontage measuring 26 feet from the existing centerline. The Applicant shall, at the time of subdivision approval, bond for the construction of frontage improvements along Veronica Road measuring nineteen (19) feet from centerline. Upon VDOT and DEM approval, the Applicant may defer construction and escrow with the Department of Environmental Management ("DEM") an amount equal to the cost of constructing a nineteen (19) foot cross section, along the Application Property's Veronica Road frontage. In the event the Veronica Road right-of-way is vacated within fifteen (15) years from the date of approval of bond release for this project, the escrowed amount shall be returned to the Applicant.	Sully	The frontage improvement has been completed	Route 29 widening Phase 2, Sully District
11/20/2003	DE36369	RZ 1998-SU-040	6Aii & 11Aiii	\$246,600	JACK W. CARNEY AND BENJAMIN M. SMITH	6Aii. Construction. The Applicant shall construct a right turn lane and a third westbound lane along the Application Property frontage of Route 29 as shown on the GDP/SE prior to final site plan approval for seventy-five percent (75%) of the gross floor area of the shopping center if not already done pursuant to RZ 1998-SU-041 or upon request by Fairfax County based upon a funded roadway project for Route 29, whichever occurs first.	Sully	The right turn lane and the third westbound lane have been constructed along the property frontage of Route 29.	Route 29 widening Phase 2, Sully District
		Total		\$893,326					

**NOTICE OF INTENT TO
RE-PURPOSE PROFFER DEVELOPER CONTRIBUTIONS TO FAIRFAX COUNTY FOR
TRANSPORTATION PROJECTS**

Countywide,
Fairfax County, VA

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 25, 2022, at 4:00 PM during its regular meeting in the Board Auditorium of Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on re-purposing proffered developer contributions to Fairfax County for transportation projects. Pursuant to Virginia Code § 15.2-2303.2, a locality may use any cash payments proffered for capital improvements for alternative improvements of the same category within the locality in the vicinity of the improvements for which the cash payments were originally made, if it is impractical to implement the original project for which the contributions were made. Following the public hearing, the Board can direct the use of the cash proffers for alternative improvements if it finds: (a) the improvements for which the cash payments were proffered cannot occur in a timely manner or the functional purpose for which the cash payments were made no longer exists; (b) the alternative improvements are within the vicinity of the proposed improvements for which the cash payments were proffered; and (c) the alternative improvements are in the public interest.

The table below lists the five contributions in the amount of \$893,326 in the Contributed Roadway Improvements that are proposed to be repurposed to other transportation improvement projects.

RZ/PCA No.	Proffer No.	Remaining balance of proffered funds	Applicant/ Developer	Original Proffer Location (District)	Reason for proposed repurposing	Recommended Project
RZ 92-W-007	20	\$112,266	FIRST BALMORAL CORPORATION, First Balmoral Corp	Springfield	It has been determined that a traffic signal is not necessary at this intersection.	Route 29 widening Phase 2, Springfield District
PCA 84-L-020	7	\$245,160	KINGSTOWNE COMMERCIAL LIMITED PARTNERSHIP, Landsdowne Ctr LP	Lee	The signal has been installed.	Frontier Drive, Lee District

RZ/PCA No.	Proffer No.	Remaining balance of proffered funds	Applicant/ Developer	Original Proffer Location (District)	Reason for proposed repurposing	Recommended Project
RZ 1998-LE-006	C3	\$120,000	SPRINGFIELD EAST LC, Springfield Metro LP	Lee	The signal has already been installed on Loisdale Road and Loisdale Ct	Frontier Drive, Lee District
RZ 1997-SU-012	6	\$169,300	Fair Lakes Chase LP	Sully	The frontage improvement has been completed	Route 29 widening Phase 2, Sully District
RZ 1998-SU-040	6Aii & 11Aiii	\$246,600	JACK W. CARNEY AND BENJAMIN M. SMITH	Sully	The right turn lane and the third westbound lane have been constructed along the property frontage of Route 29.	Route 29 widening Phase 2, Sully District
Total		\$893,326				

All persons wishing to speak to this matter may call the office of the Clerk to the Board of Supervisors, at (703) 324-3151 to be placed on the speakers' list or may appear at the scheduled time and be heard. Written comments will be accepted. Mail written comments to:

The Clerk to the Fairfax County Board of Supervisors
12000 Government Center Parkway, Suite 552
Fairfax, Virginia 22035-0072

Written comments will be accepted if received by January 24, 2022. Questions regarding repurposing developer contributions may be directed to the Department of Transportation at (703) 877-5600.

COUNTYWIDE.

§ 15.2-2303.2

Code of Virginia
 Title 15.2. Counties, Cities and Towns
 Subtitle II. Powers of Local Government
 Chapter 22. Planning, Subdivision of Land and Zoning
 Article 7. Zoning

§ 15.2-2303.2. Proffered cash payments and expenditures

A. The governing body of any locality accepting cash payments voluntarily proffered on or after July 1, 2005, pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall, within 12 years of receiving full payment of all cash proffered pursuant to an approved rezoning application, begin, or cause to begin (i) construction, (ii) site work, (iii) engineering, (iv) right-of-way acquisition, (v) surveying, or (vi) utility relocation on the improvements for which the cash payments were proffered. A locality that does not comply with the above requirement, or does not begin alternative improvements as provided for in subsection C, shall forward the amount of the proffered cash payments to the Commonwealth Transportation Board no later than December 31 following the fiscal year in which such forfeiture occurred for direct allocation to the secondary system construction program or the urban system construction program for the locality in which the proffered cash payments were collected. The funds to which any locality may be entitled under the provisions of Title 33.2 for construction, improvement, or maintenance of primary, secondary, or urban roads shall not be diminished by reason of any funds remitted pursuant to this subsection by such locality, regardless of whether such contributions are matched by state or federal funds.

B. The governing body of any locality eligible to accept any proffered cash payments pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall, for each fiscal year beginning with the fiscal year 2007, (i) include in its capital improvement program created pursuant to § 15.2-2239, or as an appendix thereto, the amount of all proffered cash payments received during the most recent fiscal year for which a report has been filed pursuant to subsection E, and (ii) include in its annual capital budget the amount of proffered cash payments projected to be used for expenditures or appropriated for capital improvements in the ensuing year.

C. Regardless of the date of rezoning approval, unless prohibited by the proffer agreement accepted by the governing body of a locality pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1, a locality may utilize any cash payments proffered for any road improvement or any transportation improvement that is incorporated into the capital improvements program as its matching contribution under § 33.2-357. For purposes of this section, "road improvement" includes construction of new roads or improvement or expansion of existing roads as required by applicable construction standards of the Virginia Department of Transportation to meet increased demand attributable to new development. For purposes of this section, "transportation improvement" means any real or personal property acquired, constructed, improved, or used for constructing, improving, or operating any (i) public mass transit system or (ii) highway, or portion or interchange thereof, including parking facilities located within a district created pursuant to this title. Such improvements shall include, without limitation, public mass transit systems, public highways, and all buildings, structures, approaches, and facilities thereof and appurtenances thereto, rights-of-way, bridges, tunnels, stations, terminals, and all related equipment and fixtures.

Regardless of the date of rezoning approval, unless prohibited by the proffer agreement accepted

by the governing body of a locality pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1, a locality may utilize any cash payments proffered for capital improvements for alternative improvements of the same category within the locality in the vicinity of the improvements for which the cash payments were originally made. Prior to utilization of such cash payments for the alternative improvements, the governing body of the locality shall give at least 30 days' written notice of the proposed alternative improvements to the entity who paid such cash payment mailed to the last known address of such entity, or if proffer payment records no longer exist, then to the original zoning applicant, and conduct a public hearing on such proposal advertised as provided in subsection F of § 15.2-1427. The governing body of the locality prior to the use of such cash payments for alternative improvements shall, following such public hearing, find: (a) the improvements for which the cash payments were proffered cannot occur in a timely manner or the functional purpose for which the cash payment was made no longer exists; (b) the alternative improvements are within the vicinity of the proposed improvements for which the cash payments were proffered; and (c) the alternative improvements are in the public interest. Notwithstanding the provisions of the Virginia Public Procurement Act, the governing body may negotiate and award a contract without competition to an entity that is constructing road improvements pursuant to a proffered zoning condition or special exception condition in order to expand the scope of the road improvements by utilizing cash proffers of others or other available locally generated funds. The local governing body shall adopt a resolution stating the basis for awarding the construction contract to extend the scope of the road improvements. All road improvements to be included in the state primary or secondary system of highways must conform to the adopted standards of the Virginia Department of Transportation.

D. Notwithstanding any provision of this section or any other provision of law, general or special, no cash payment proffered pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall be used for any capital improvement to an existing facility, such as a renovation or technology upgrade, that does not expand the capacity of such facility or for any operating expense of any existing facility such as ordinary maintenance or repair.

E. The governing body of any locality with a population in excess of 3,500 persons accepting a cash payment voluntarily proffered pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 shall within three months of the close of each fiscal year, beginning in fiscal year 2002 and for each fiscal year thereafter, report to the Commission on Local Government the following information for the preceding fiscal year:

1. The aggregate dollar amount of proffered cash payments collected by the locality;
2. The estimated aggregate dollar amount of proffered cash payments that have been pledged to the locality and which pledges are not conditioned on any event other than time; and
3. The total dollar amount of proffered cash payments expended by the locality, and the aggregate dollar amount expended in each of the following categories:

a	Schools	\$ _____
b	Road and other Transportation Improvements	\$ _____
c	Fire and Rescue/Public Safety	\$ _____

d	Libraries	\$ _____
e	Parks, Recreation, and Open Space	\$ _____
f	Water and Sewer Service Extension	\$ _____
g	Community Centers	\$ _____
h	Stormwater Management	\$ _____
i	Special Needs Housing	\$ _____
j	Affordable Housing	\$ _____
k	Miscellaneous	\$ _____
l	Total dollar amount expended	\$ _____

F. The governing body of any locality with a population in excess of 3,500 persons eligible to accept any proffered cash payments pursuant to § 15.2-2298, 15.2-2303, or 15.2-2303.1 but that did not accept any proffered cash payments during the preceding fiscal year shall within three months of the close of each fiscal year, beginning in 2001 and for each fiscal year thereafter, so notify the Commission on Local Government.

G. The Commission on Local Government shall by November 30, 2001, and by November 30 of each fiscal year thereafter, prepare and make available to the public and the chairmen of the Senate Local Government Committee and the House Counties, Cities and Towns Committee an annual report containing the information made available to it pursuant to subsections E and F.

2001, c. 282;2003, c. 522;2005, c. 855;2006, cc. 583, 872, 882;2007, c. 321;2012, c. 521;2013, cc. 510, 541.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Board Agenda Item
January 25, 2022

4:30 p.m.

Public Hearing on Ordinance to Amend to Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by Adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2

ISSUE:

Public hearing to amend Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2.

RECOMMENDATION:

The County Executive recommends that the Board hold the Public Hearing on the Proposed County Code amendment.

TIMING:

On December 7, 2021, the Board authorized the advertisement of a Public Hearing to consider an Ordinance to amend Chapter 2 of the Code of the County of Fairfax, Virginia, Property Under County Control, by adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2 to take place on January 25, 2022, at 4:30 p.m. The amendment, if approved, would take effect on July 1, 2022.

BACKGROUND:

In 2020, the General Assembly passed HB833/SB8, which amended the Virginia Public Procurement Act and allowed both state agencies and localities to require payment of the “prevailing wage” on public construction contracts. HB833/SB8 was signed into law by the Governor and had an effective date of May 1, 2021. HB833/SB is now Virginia Code § 2.2-4321.3.

Under Virginia Code § 2.2-4321.3, a locality may adopt an ordinance that requires for construction contracts paid for, in whole or in part, with funds of the locality that “bidders, offerors, contractors, and subcontractors” must “pay wages, salaries, benefits, and other remuneration to any mechanic, laborer, or worker employed, retained, or otherwise hired to perform services in connection with the public contract at the prevailing wage rate.” For purposes of the Virginia Code, the prevailing wage rate is

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determined by the Commonwealth's Commissioner of Labor and Industry "on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act." Va. Code § 2.2-4321.3.

To begin the process of adopting an ordinance, the Board directed staff to provide information at its March 16, 2021, Legislative Committee meeting on implementing prevailing wage requirements on County construction contracts. In preparation for the March 16, 2021, meeting staff identified the following agencies as an informal workgroup: the Department of Public Works and Environmental Services, Park Authority, Department of Transportation, Department of Housing and Community Development and Department of Procurement and Material Management, and the Office of the County Attorney. Staff conducted outreach and research activities with a variety of entities to determine relevant similar experiences, including the Virginia Department of Engineering and Buildings, Virginia Department of Labor and Industry, Arlington County, Virginia, Montgomery County, Maryland, various Construction Contractors, and the Northern Virginia Labor Federation. Independent, professional cost estimators from the region were also consulted to provide tangible data on prevailing wage impacts to construction project costs: Downey and Scott, Forella Group, McDonough Bolyard & Peck, Lewicki Estimating Services, Jacobs. Staff also reached out to equity stakeholders within Fairfax County regarding the impact prevailing wage may have on small, women and minority-owned (SWaM) businesses, including many contractors and subcontractors that may not have the same administrative capacity as larger construction companies.

After the March 16, 2021, meeting, the staff workgroup prepared additional information and drafted an ordinance for consideration by the Board at its October 26, 2021, Legislative Committee meeting. The draft prevailing wage ordinance that was advertised for a public hearing reflects comments from the Board at its October 26, 2021 Legislative Committee meeting and the December 7, 2021, Board Meeting.

FISCAL IMPACT:

Based on discussion with neighboring jurisdictions and state agencies that have implemented prevailing wage requirements, as well as input from cost estimating experts, actual data on prevailing wage impacts to construction project costs is very limited. The VA Division of Engineering and Buildings has implemented a prevailing wage requirement since May 2021 and continues to recommend a budgeting impact factor of 15% for construction costs. Updated information from a local cost estimating expert suggests the potential prevailing wage impact on construction costs, including maintenance, may be on the order of up to 5% to 7.5%, dependent upon project type. Staff believes that for Capital Improvement Program planning purposes the County's construction cost impact may be up to an order of magnitude of 5%, or slightly higher, dependent on the project type. However, the actual construction cost impact of the

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PWO will be extremely hard to quantify in the context of other significant construction cost factors.

While this is the potential fiscal impact to the County, there may be other One Fairfax-related benefits to the community at-large, including the increased protection of worker's rights and ensuring that impacted workers are paid wages commensurate with their skills and training.

ENCLOSED DOCUMENTS:

Attachment 1 – Draft Prevailing Wage Ordinance for the January 25, 2022 Public Hearing

STAFF:

Christina Jackson, Chief Financial Officer

Cathy Muse, Director, Department of Procurement and Material Management

Carey Needham, Department of Public Works and Environmental Services

ASSIGNED COUNSEL:

Patricia McCay, Senior Assistant County Attorney

**AN ORDINANCE AMENDING
CHAPTER 2 OF THE FAIRFAX COUNTY CODE,
RELATING TO PAYMENT OF PREVAILING WAGE FOR WORK PERFORMED
ON COUNTY CONSTRUCTION CONTRACTS**

...

AN ORDINANCE to amend Chapter 2 the Fairfax County Code by adding Article 3, Payment of Prevailing Wage for Work Performed on County Construction Contracts, Sections 2-3-1 and 2-3-2.

Draft of December 8, 2021

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

1. That Chapter 2 of the Fairfax County Code is amended and a new Article 3 is adopted, as follows:

**ARTICLE 3. Payment of Prevailing Wage for Work Performed on
County Construction Contracts.**

Section 2-3-1. – Definitions.

- (a) *Construction* has the meaning set out in the Fairfax County Purchasing Resolution. For the purposes of this ordinance, construction does not include work performed by a County Public Body's forces directly.
- (b) *County Public Body* means those public bodies described in Article 1 of the Fairfax County Purchasing Resolution that procure Construction services paid for with Fairfax County funds. Specifically, the Fairfax County Board of Supervisors, the Fairfax County School Board, the Fairfax County Park Authority, or the Fairfax County Redevelopment and Housing Authority.
- (c) *County Construction Contract* means a contract for construction (1) to which a County Public Body is a party; and (2) is solicited through competitive sealed bidding, on a design-build basis, or construction manager at risk basis. **[OPTION: strike "through competitive sealed bidding, on a design-build basis, or construction manager at risk basis" and insert "in accordance with the Virginia Public Procurement Act."]**
- (d) *Prevailing wage rate* means the rate, amount, or level of wages, salaries, benefits, and other remuneration prevailing for the corresponding classes of mechanics, laborers, or workers employed for the same work in the same trade or occupation in the locality in which the public facility or immovable property that is the subject of construction is located, as determined by the Commissioner of Labor and Industry on the basis of applicable prevailing wage rate determinations made by the U.S. Secretary of Labor under the provisions of the Davis-Bacon Act, 40 U.S.C. § 276 et seq., as amended.

1 Section 2-3-2. – Prevailing Wage for County Construction Contracts

- 2 (a) Any contractor or subcontractor who employs any mechanic, laborer, or worker to perform
3 work contracted to be done under a County Construction Contract at a rate that is less than
4 the prevailing wage rate (i) is liable to such individuals for the payment of all wages due,
5 plus interest at an annual rate of eight percent accruing from the date the wages were due;
6 and (ii) will be disqualified from bidding on public contracts with any public body until the
7 contractor or subcontractor has made full restitution of the amount described in clause (i)
8 owed to such individuals. A contractor or subcontractor who willfully violates this section
9 is guilty of a Class 1 misdemeanor.
- 10 (b) Upon the award of any County Construction Contract, the contractor to whom such
11 contract is awarded must certify, under oath, to the Commissioner of Labor and Industry
12 the pay scale for each craft or trade employed on the project to be used by such contractor
13 and any of the contractor's subcontractors in determining compensation for work to be
14 performed under such County Construction Contract. This certification will, for each craft
15 or trade employed on the project, specify the total hourly amount to be paid to employees,
16 including wages and applicable fringe benefits, provide an itemization of the amount paid
17 in wages and each applicable benefit, and list the names and addresses of any third-party
18 fund, plan or program to which benefit payments will be made on behalf of employees.
19 Within five (5) days of certifying to the Commissioner of Labor and Industry, the
20 contractor must provide a copy of the certification to the Purchasing Agent or County
21 organization with responsibility for the County Construction Contract as identified in the
22 Fairfax County Purchasing Resolution, Article 1, Section 3.
- 23 (c) Each contractor or subcontractor subject to the provisions of this section must keep,
24 maintain, and preserve (i) records relating to the wages paid to and hours worked by each
25 individual performing the work of any mechanic, laborer, or worker and (ii) a schedule of
26 the occupation or work classification at which each individual performing the work of any
27 mechanic, laborer, or worker on the public works project is employed during each
28 workday and week. The contractor or subcontractor must preserve these records for a
29 minimum of six years from contract expiration or termination and make such records
30 available to the Department of Labor and Industry or the County Public Body within 10
31 days of a request and shall certify that records reflect the actual hours worked and the
32 amount paid to its workers for whatever time period they request.
- 33 (d) Within ten (10) days of a Notice to Proceed, contractors and subcontractors performing
34 construction services pursuant to a County Construction Contract must post the general
35 prevailing wage rate for each craft and classification involved, as determined by the
36 Commissioner of Labor and Industry, including the effective date of any changes thereof,
37 in prominent and easily accessible places at the site of the work or at any such places as are
38 used by the contractor or subcontractors to pay workers their wages. This posting must be
39 made in those languages determined by the Purchasing Agent, in consultation with the
40 American Community Survey, that provide meaningful access to the information in the
41 posting to workers with limited English proficiency. Within 10 days of such posting, a
42 contractor or subcontractor shall certify to the Commissioner of Labor and Industry its
43 compliance with this subsection.

- 1 (e) Any interested party, which is a bidder, offeror, contractor, or subcontractor, shall have
2 standing to challenge any bid specification, project agreement, or other public contract for
3 Construction that violates the provisions of this section. Such interested party shall be
4 entitled to injunctive relief to prevent any violation of this section. Any interested party
5 bringing a successful action under this section shall be entitled to recover reasonable
6 attorney fees and costs from the responsible party.
- 7 (f) The provisions of this section do not apply to County Construction Contracts:
- 8 i. valued at less than \$250,000;
- 9 ii. subject to Federal prevailing wage law;
- 10 iii. solicited and awarded before July 1, 2022, including any renewals **[OPTION: To**
11 **strike “including any renewals”];** or
- 12 iv. excluded from the Virginia Public Procurement Act.
- 13
- 14 (g) The Purchasing Agent has the authority to establish additional departmental procedures,
15 not inconsistent with the provisions of this Article, designed to administer and enforce
16 this Article.
- 17

18 **2. That the provisions of this ordinance are severable, and if any provision of this**
19 **ordinance or any application thereof is held invalid, that invalidity shall not affect the other**
20 **provisions or applications of this ordinance that can be given effect without the invalid**
21 **provision or application.**

22

23 **3. That this Ordinance is effective July 1, 2022.**

24 GIVEN under my hand this _____ day of _____ 2022.

25

26 _____

27 Jill G. Cooper

28 Clerk to the Board of Supervisors