



FAIRFAX COUNTY PARK AUTHORITY

M E M O R A N D U M

TO: Chairman and Members
Park Authority Board

VIA: Jai Cole, Executive Director

FROM: Brendon Hanafin, Division Director
Development Division

DATE: September 6, 2024

Agenda

**Planning and Development Committee
(Committee of the Whole)
Wednesday, September 11, 2024 – 5:25 pm
Boardroom, Herrity Building
Chairman: Ken Quincy
Vice Chair: Linwood Gorham**

1. Land Exchange for Langley Fork Park (with presentation) – Information*
2. Scope Approval – Lake Accotink Park Dam Assessment (with presentation) – Action*

*Enclosures



If accommodations and/or alternative formats are needed, please call (703) 324-8563. TTY (703) 803-3354

INFORMATION

Land Exchange for Langley Fork Park

Langley Fork, a 54-acre park located at 6250 Georgetown Pike in McLean, is currently owned by the federal government as administered through the National Park Service (NPS). The park has been managed by the Fairfax County Park Authority since 1980 through a Special Use Permit approved by the NPS. In conformance with the approved 1980 master plan, the property is developed with two grass rectangle fields, two diamond fields, basketball courts, parking, and trails. NPS' changes in permitting in 2005 necessitated an alteration to the form of the agreement by which the Park Authority managed Langley Fork Park. To resolve the issue, a land swap was proposed in which the Park Authority would gain ownership of the Langley Fork Park site while offering an equally valued property such as Langley Oaks Park to NPS in return. Ownership of Langley Fork Park would permit the Park Authority more latitude in site development and increase delivery of service to county residents. To affect the land exchange with NPS, an Environmental Assessment (EA) was required per the National Environmental Protection Act (NEPA). The EA process assessed the environmental impacts of the proposed land exchange and evaluated alternative site improvements at Langley Fork Park.

The NPS and FCPA original Environmental Assessment states the following: NPS to exchange Langley Forks Park (approximately 52-acre parcel) with the FCPA-owned Langley Oaks Park (approximately 102 acres, three parcels).

During the land transfer and evaluation process, it was discovered that one of the parcels from FCPA has deed restrictions and covenants that cannot be encumbered by the NPS. The exchange will be 5 acres less to eliminate the parcel with the restrictions (Parcel F). No additional or new impacts are expected from this change.

This change necessitated amendments to the existing Land Exchange Agreement. The Parties enter into this Agreement to facilitate their negotiation and possible implementation of an exchange of interests in land. The Agreement generally details the process by which a proposed exchange would occur and identifies the Parties' responsibilities in implementing the proposed exchange.

The amended Land Exchange Agreement has been fully vetted by the County Attorney's Office and is ready for signatures by both parties. This is a critical milestone in completing the land exchange.

Board Agenda Item
September 11, 2024

ENCLOSED DOCUMENTS:

Attachment 1: Langley Forks Land Exchange Exhibit

Attachment 2: Land Exchange Agreement

STAFF:

Jai Cole, Executive Director

Sara Baldwin, Deputy Director/COO

Aimee L. Vosper, Deputy Director/CBD

Brendon Hanafin, Director, Development Division

Kim Eckert, Director, Park Operations Division

Josh Colman, Director, Park Services Division

Laura Grape, Director, Resource Management and Interpretation Division

Torsha Bhattacharya, Director, Stewardship and Planning Division

Mohamed Ghiwane, Assistant Director, Park Development Division

Michael Peter, Director, Business Administration Division

Tonya Mills, Senior Fiscal Administrator, Business Administration Division

Langley Forks Land Exchange Exhibit



Land Exchange Agreement

This Land Exchange Agreement (“Agreement”) is entered into by and between (i) the United States of America (“United States”), acting through the National Capital Region of the National Park Service (“NPS”), United States Department of the Interior, and (ii) the Fairfax County Park Authority (“FCPA”), a political subdivision of the Commonwealth of Virginia. Throughout this Agreement the United States and FCPA may be referred to jointly as “the Parties.”

The Parties enter into this Agreement in order to facilitate their negotiation and possible implementation of an exchange of interests in land. The Agreement generally details the process by which a proposed exchange would occur and identifies the Parties’ responsibilities in implementing the proposed exchange. This Agreement is not intended to bind the United States under any contract or other obligation for the future expenditure of money in excess of such appropriations, nor does this Agreement legally bind either Party to proceed with the processing of, or to consummate, the proposed exchange, or to reimburse or pay damages to any Party to this proposed exchange, or anyone doing business with such Party. This Agreement is also not intended to and does not create any third-party benefit or otherwise give rise to any rights of any third parties.

Article I – General Background

1. The NPS administers the National Park System of the United States, which contains areas that represent and reflect the nation’s natural, cultural, and historical heritage. The George Washington Memorial Parkway (“GWMP”) is a park unit within the National Capital Region. GWMP’s scenic roadway links 22 sites that commemorate important episodes in American history and preserve habitat for local wildlife. The parkway and its associated trails provide a scenic place to play and rest in the busy Washington, DC metropolitan area.
2. FCPA was created by action of the Board of Supervisors of Fairfax County, Virginia, in accordance with the provisions of the Park Authorities Act of the Code of Virginia for the purpose, *inter alia*, of planning and developing a balanced park system, ensuring the long-term protection, preservation and sustainability of park land and providing recreation services.

Article II – Authority

The NPS enters into this Agreement under its authority to exchange interests in land within units of the National Park System, 54 U.S.C. § 102901(b). FCPA enters into this Agreement under the authority of the Code of Virginia § 15.2-5704.

Article III – Description of Land Exchange

A. Overview of Land Exchange

1. The United States, Department of the Interior, National Park Service acquired jurisdiction to GWMP Tract 114-005A, commonly known as the Langley Fork Property, by transfer of

jurisdiction from the General Services Administration on August 12, 1971, pursuant to the Federal Property Administrative Services Act of 1949, 63 Stat. 377, as amended. The Department of Transportation, Federal Highway Administration managed these lands prior to jurisdictional transfer to NPS. The United States' vesting deeds and NPS Transfer Documentation are attached hereto as Exhibit A. GWMP Tract 114-005A is 52.17 acres, more or less, and is bounded by other NPS administered lands to the north, Georgetown Pike to the south, Colonial Farm Road to the east, and private lands to the west. The legal description and survey of GWMP Tract 114-005A appear attached hereto as Exhibits B1 and B2, respectively. By permission of the NPS, FCPA manages and maintains the Langley Fork Property as a Fairfax County recreational park. Through this exchange, the United States, acting through the NPS, will convey fee title to GWMP Tract 114-005A, subject to certain deed restrictions set forth in the draft quitclaim deed, which appears attached hereto as Exhibit E. The conveyance will enable FCPA to upgrade current facilities on the site and expand current recreational activities and programs.

2. FCPA acquired fee title to GWMP Tracts 114-113 and 114-112, commonly known as Langley Oaks Property, Parcels A and J, respectively, by deed from Machicote Land Co. dated December 22, 1976, and recorded in the Land Records of Fairfax County, Virginia, in Deed Book 4533, at Page 15 (Parcel A), and deed from Machicote Land Co. dated June 2, 1977, and recorded in the Land Records of Fairfax County, Virginia, in Deed Book 4630, at Page 407 (Parcel J), said deeds being attached hereto as Exhibits C1 and C2, respectively. The legal description and survey of GWMP Tract 114-113 appear attached hereto as Exhibits D1 and D2, respectively. The legal description and survey of GWMP Tract 114-112 appear attached hereto as Exhibits D3 and D4, respectively. Through this exchange, FCPA will convey to the United States fee title to GWMP Tracts 114-113 and 114-112 through a quitclaim deed, which appears attached hereto as Exhibit F.
3. The Parties acknowledge that descriptions attached hereto may be reexamined and refined in the future. The lands and interests in land that are the subject of the exchange may also be further revised as the Parties may agree or circumstances may require.

B. Suitability of Federal Property for Exchange

As required by 54 U.S.C. § 102901(b), the NPS has determined that GWMP Tract 114-005A is suitable for exchange. The NPS has already analyzed the impacts of a previous iteration of the proposed exchange with FCPA, through which the USA would additionally acquire Langley Oaks Property, Parcel F, through a public process conducted to comply with the National Environmental Policy Act of 1969 ("NEPA"), codified as amended primarily at 42 U.S.C. §§ 4321-4370h; the National Historic Preservation Act of 1966 ("NHPA"), codified as amended primarily at 54 U.S.C. §§ 300101-307101; and other applicable federal laws. The Acting Regional Director of the NPS, National Capital Region signed a Finding of No Significant Impact on November 14, 2018. A Memorandum of Agreement among the NPS, Virginia State Historic Preservation Office, and FCPA was executed on November 1, 2018. The Parties will modify or supplement these previous decision documents to reflect the omission of Langley Oaks Property, Parcel F, from the current exchange configuration and also to reflect a minor modification in the area of tree canopy to be removed (from approximately 2.50 acres to

approximately 2.71 acres). FCPA will also work with NPS staff and the Virginia Department of Historic Resources/State Historic Preservation Office (SHPO) to develop a Mitigation Plan for the Langley Fork Property, pursuant to the terms of the Memorandum of Agreement between the FCPA, NPS, and SHPO.

C. Public Benefit of Land Exchange

The NPS has determined that the United States' fee acquisition of GWMP Tracts 114-113 and 114-112 will provide a public benefit by providing open space and recreational parkland. The NPS will manage GWMP Tracts 114-113 and 114-112 in a natural and undeveloped condition, thereby enhancing protection of the Potomac Gorge watershed and site resources, with no initial plans for change or development. In addition, the disposal of GWMP Tract 114-005A benefits the park because the NPS no longer wishes to administer the athletic fields on site through permits, as this is not consistent with the purpose or significance of the George Washington Memorial Parkway, and this park has become a valuable recreational resource to the local community.

Article IV – Parties' Responsibilities for Land Exchange

A. Parties' Obligation to Diligently Pursue and Consummate Land Exchange

Subject to the terms and conditions of this Agreement, the Parties will diligently pursue and consummate the land exchange described in this Agreement in accordance with the terms and conditions set out herein. The Parties understand and agree that they will be undertaking the specific obligations set forth in article IV below in consideration of, and express reliance on, each other's obligation to diligently pursue and consummate the land exchange.

B. Permission to Enter and Examine Lands

Each party to this Agreement hereby grants permission to the other party and its authorized agents and contractors to physically enter and examine the lands described herein. Such examination must be made by methods that do not disturb the surface or sub-surface. Any vehicular travel associated with such examination must be limited to existing roads. Any entry or examination that exceeds the scope of the above-described authorization requires advanced written approval from the party owning the land, which approval will not be unreasonably withheld or delayed, provided, however, that the party undertaking such examinations shall restore any damage occasioned thereby.

C. Legal Descriptions and Land Surveys

1. The Parties must each agree to the final legal descriptions to be utilized in the transaction; if the Parties cannot so agree, this Agreement will terminate without liability to the Parties.
2. Any survey plat or metes and bounds legal description delivered by FCPA will be prepared according to the NPS's specifications.

3. The Parties agree that any legal description or survey of the properties that are the subject of this Agreement may be revised throughout the implementation of this exchange, as circumstances may require, subject to the approval of the Parties.

D. Preliminary Title Evidence and Insurance

1. In accordance with the *Regulations of the Attorney General Governing the Review and Approval of title for Federal Land Acquisitions – 2016* (2016 Title Regulations of the Attorney General), the NPS must obtain commitments for title insurance, any necessary endorsements, and title insurance policies for GWMP Tracts 114-113 and 114-112, commonly known as Langley Oaks Property, Parcels A and J, respectively. The NPS will submit the title insurance commitments, draft deeds, and other documents to its attorneys in the Department of the Interior's Office of the Solicitor for review and issuance of a pre-acquisition title opinion. The NPS will work with its title agent and FCPA to eliminate identified title reservations and exceptions. FCPA understands that if any such reservations or exceptions cannot be eliminated or administratively waived by the NPS, the title evidence may be submitted to the United States Department of Justice for additional review and approval. If title is determined to be unacceptable by the United States, in its sole discretion, the United States may unilaterally terminate this Agreement without liability.
2. FCPA will be responsible for acquiring any title evidence or insurance that it may require on the Langley Fork Property to be conveyed by the United States or that may be reasonably required for purposes of obtaining an appraisal of the property. FCPA will work with its title agent and the NPS to eliminate identified title reservations, exceptions or defects that FCPA may identify in its title investigations of the Langley Fork Property. If title is determined to be unacceptable by either the United States or FCPA, each in their sole discretion, either Party may unilaterally terminate this Agreement without liability.
3. FCPA and the United States, acting through the NPS, agree that, during the pendency of this Agreement, they may not place, or allow to be placed, on the lands to be exchanged any new reservations, exceptions, conditions, covenants, restrictions, or other encumbrances. If any new reservations, exceptions, conditions, covenants, restrictions, or other encumbrances are placed on GWMP Tract 114-113, 114-112, or 114-005A, the United States and FCPA, each acting in their sole discretion, may unilaterally terminate this Agreement without liability.

E. Preparation of Conveyance Instruments

1. The Parties understand that (1) the conveyance to United States will be by quitclaim deed, without any warranties of title, in the form attached as Exhibit F attached hereto, and (2) the United States will convey to FCPA by quitclaim deed, without any warranties of title, in the form attached as Exhibit E attached hereto. In accordance with the 2016 Title Regulations of the Attorney General, the NPS has obtained approval from its attorneys in the Department of the Interior's Office of the Solicitor to accept the quitclaim conveyance.

2. The Parties have worked collaboratively to negotiate deed provisions. The Parties understand and agree having finalized provisions describing any reserved rights or restrictive covenants approved by both Parties is a prerequisite to initiating the appraisal of the properties.

F. Appraisals

The values of the properties to be exchanged by the Parties will be determined by fair market appraisals that comply with the Uniform Appraisal Standards for Federal Land Acquisition and satisfy the requirements of an assignment-specific statement of work prepared by the Department of the Interior Appraisal and Valuation Services Office (AVSO), to be agreed upon by the Parties. The appraisals will be conducted by an appraiser selected from among a list of qualified appraisers identified by AVSO review appraisers. Appraisals will be conducted for both properties with a common date of value. NPS will pay for these appraisals. The appraisals must be approved by AVSO for use in the transaction.

G. Value Equalization

NPS requires that the interests in the lands or interests in land to be exchanged by the Parties must be of approximately equal appraised fair market value. Values may be equalized by subtracting land from the parcels proposed for exchange; by an equalization payment from one party to the other; or, if the value of the land or interests in land conveyed by FCPA to the United States is greater than the value of the land or interests in land conveyed by the United States to FCPA, by FCPA donating the difference in values to the United States. Once the appraisals referenced by Article IV(F) above have been completed, either the Parties will enter into an amendment to this agreement establishing the amount and method of equalization, if any, or either party may terminate this agreement upon written notice to the other party. The Parties recognize that modifications to the proposed exchange parcels may require additional compliance and result in additional due-diligence costs.

H. Public Notice Requirements

1. The NPS will publish an updated Notice of Realty Action (“NORA”) in a local newspaper, or newspapers, if multiple jurisdictions are involved, once a week, for three consecutive weeks. The NORA will provide certain detailed information about the transaction, including but not limited to a description of both the Federal and non-federal lands. The Notice will provide for a 45-day period for public comment from the date of final publication.
2. The NPS will send a copy of the NORA, along with a cover letter, to the following parties: the affected Congressional delegation, state and local governments, and adjacent or nearby landowners, both private and governmental. The Notice will provide for a 45-day period for public comment from the date of mailing. The NPS may require FCPA to assist in assembling the names and addresses of individuals to be contacted, as well as in the generation, assembly, and postage of any necessary mailings.
3. If the NPS receives adverse comments in response to the NORA, it must analyze the merits of the comments received and determine whether and how to proceed. If NPS decides to

modify or cancel the proposed exchange based on the adverse comments, it will republish a revised NORA and again notify all interested parties.

4. The Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023 (P.L. 117-328) requires that land exchanges, wherein the estimated value of the Federal lands to be exchanged is greater than \$1,000,000, shall not be consummated until the Committees on Appropriations have had a 30-day period in which to examine the proposed exchange. The threshold is based on the value of the federal land being exchanged, not the accumulated cost of the exchange. The Joint Explanatory Statement further requires that the Committees shall be provided advance notification of exchanges valued between \$500,000 and \$1,000,000.
5. 54 U.S.C. § 102901 requires a public hearing on the proposed exchange if requested by a state or local government, or any party in interest. Such a hearing will be held in the area where the lands are located.

I. Environmental Site Assessments

1. FCPA will, at its sole cost and expense, obtain Phase I Environmental Site Assessments (“ESAs”) that conform to either ASTM E1527-21 or ASTM E2247-16 or 23, as the NPS may require, and meet the requirements of 40 C.F.R. Part 312. As required by 40 C.F.R. § 312.20, the Phase I ESAs must be conducted (or updated) no more than 180 days prior to closing for the lands and interests in land that will be exchanged under this Agreement (i.e., both the federal and non-federal lands and interests in land).
2. The Phase I ESAs shall be conducted in accordance with a statement of work (“SOW”) agreed upon by the Parties. The SOW shall provide that NPS will be identified as a “User” as that term is used in ASTM E1527-21 and ASTM E2247-16 or 23 and may rely upon the Phase I ESAs for purposes of compliance with 40 C.F.R. Part 312. FCPA shall furnish a draft of each Phase I ESA report to NPS for review and comment and shall incorporate NPS comments, as appropriate, prior to finalizing the reports.
3. If the Phase I ESAs reveal the potential presence of hazardous substances, oil, petroleum products, or any non-scope “environmental issues of concern” specified in the SOW on either the federal or the non-federal land, sampling and analysis of site media or remediation may be required in order to consummate the exchange. The Parties will address the terms of any such additional investigation or remediation through an amendment to this Agreement. If the Parties cannot reach agreement on these matters, they may consider renegotiating the terms of the exchange and this Agreement or terminate this Agreement without liability.
4. To the extent applicable, the exchange must comply with the U.S. Department of the Interior Manual, Part 602, Chapter 2 (“602 DM 2”). If NPS is unable to obtain the approvals necessary under 602 DM 2, the Parties may consider renegotiating the terms of the exchange and this Agreement or terminate this Agreement without liability.

J. Closing

1. The Parties will proceed to closing only after all compliance and due diligence requirements described above have been completed, reviewed, and accepted or approved by the Parties. Upon satisfaction of these requirements, title to the non-federal and federal lands will be transferred simultaneously in a single transaction through escrow procedures.
2. At closing, FCPA will execute and deliver to the NPS a quitclaim deed, without any warranties of title, in the form attached as Exhibit F, conveying to the United States fee simple title to the lands identified above as the Langley Oaks Property, Parcels A and J. At closing, the NPS will execute and deliver to FCPA a quitclaim deed conveying to FCPA, without any warranties of title, in the form attached as Exhibit E, fee title to the Langley Fork Property.

Article V – Term, Amendment, and Termination

1. This Agreement will be effective on the date of final signature and will remain in effect until the earlier of (a) five years after the effective date, (b) closing of the land exchange, or (c) termination in accordance with the provisions of this Agreement.
2. During its effective period, this Agreement may be amended as additional details concerning the proposed project and real estate transaction are clarified.
3. If the Parties have not consummated the proposed land exchange by the expiration of the Agreement's five-year term, then the Parties may agree in writing to extend it for an additional period of time.
4. This Agreement may be amended only by a written instrument executed by the Parties.
5. Either Party may terminate this Agreement without liability after providing the other party with 90 days' advance written notice.

Article VI – Key Officials

For the purpose of ensuring that the Parties perform their responsibilities under this Agreement, the following individuals are their key officials and primary points of contact:

For the NPS:

Melissa R. Mooza
Realty Officer
National Park Service, National Capital Region
1100 Ohio Drive
Washington, D.C. 20242
202-619-7079
Melissa_Mooza@nps.gov

For FCPA:

Aimee Vosper
Deputy Director
Fairfax County Park Authority
12055 Government Center Parkway
Suite 927
Fairfax, Virginia 22035-1118
703-324-8584
aimee.vosper@fairfaxcounty.gov

Article VII – Required Clauses

A. Compliance with Applicable Laws

While performing their responsibilities under this Agreement, the Parties must comply with all applicable laws. Nothing in the Agreement impairs the NPS's authority to supervise, regulate, or control property under its jurisdiction in accordance with applicable federal law.

B. Nondiscrimination

During the performance of this Agreement, the Parties must abide by the provisions of Executive Order 11246, as amended, and with the requirements of Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. § 2000 *et seq.* (1994)); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. § 794), as amended; the Age Discrimination Act of 1975, as amended (89 Stat. 728; 42 U.S.C. § 6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, disability, religious, or sex, in employment and in providing facilities and services to the public.

C. Anti-Deficiency Act

The NPS's commitment to perform its responsibilities under this Agreement is subject to the provisions of the federal Anti-Deficiency Act, 31 U.S.C. § 1341. Nothing in this Agreement creates, or may be construed to create, an obligation of the NPS in advance or in excess of funds appropriated by Congress and allocated by the NPS for the purposes of this Agreement.

D. Complete Agreement and Severability of Terms

This Agreement, and all the terms and provision contained herein, and the other agreements and documents referred to herein, constitutes the full and complete agreement between the Parties hereto with respect to the subject matter hereof and supersedes and controls over any prior agreements, understandings, representations, correspondence, and statements whether written or oral. If any term or provision of this Agreement is held to be invalid or illegal, such term or

provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

E. Assignment

No part of this Agreement may be assigned without the prior written consent of the other party, which consent may be given or withheld in such party's sole discretion.

F. Captions and Headings

The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

Article VIII – Signatures

In witness thereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last date indicated below.

For the United States/National Park Service:

Melissa R. Mooza
Realty Officer

Date

For FCPA:

Aimee Vosper, Deputy Director

Date

Exhibit A: GWMP Tract 114-005A Vesting Deed and NPS Transfer Documentation

Exhibit B1: GWMP Tract 114-005A Legal Description

Exhibit B2: GWMP Tract 114-005A Survey Plat

Exhibit C1: GWMP Tract 114-113 Vesting Deed

Exhibit C2: GWMP Tract 114-112 Vesting Deed

Exhibit D1: GWMP Tract 114-113 Legal Description

Exhibit D2: GWMP Tract 114-113 Survey Plat

Exhibit D3: GWMP Tract 114-112 Legal Description

Exhibit D4: GWMP Tract 114-112 Survey Plat

Exhibit E: GWMP Tract 114-005A Quitclaim Deed

Exhibit F: GWMP Tracts 114-113 and 114-112 Quitclaim Deed

ACTION

Scope Approval – Lake Accotink Park Dam Assessment (Braddock District)

ISSUE:

Approval of the project scope for the dam assessment at Lake Accotink Park.

RECOMMENDATION:

The Park Authority Executive Director recommends approval of the project scope for the dam assessment at Lake Accotink Park.

TIMING:

Board approval of the project scope is requested on September 11, 2024, to maintain the project schedule.

BACKGROUND:

At the January 23, 2024, Board of Supervisors Meeting, The Board moved to direct the County Executive and the Director of the Department of Public Works and Environmental Services (DPWES) to proceed immediately and concurrently with the Lake Accotink sedimentation rate study, dam assessment, community engagement plan, and feasibility study. FCPA staff is managing the Lake Accotink dam assessment with support from DPWES staff. DPWES staff is managing the other tasks with assistance from FCPA staff.

The dam assessment study will:

- Assess the current condition of the dam
- Provide needed repair details and specifications and associated cost estimate
- Identify deficiencies in the dam that may require more detailed construction drawings and associated cost estimates
- Provide an order of magnitude cost estimate to modify the dam if needed to make modifications to meet the state regulated High Hazard Classification
- Provide an order of magnitude cost estimate to remove and build a new dam for comparison and informational purposes

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Performing the dam assessment will require that the lake be drawn down about five feet and that the stilling basin be dried and cleared of muck and debris to be able to evaluate the concrete spillway and stilling basin. Staff will work to identify a period of time to perform this evaluation that has a weather forecast without rain and will minimize impact to the Lake ecosystem. In order to draw down the Lake, a dive crew must be hired to inspect and clear sediment from the control orifice. Prior to drying the sediment basin, FCPA staff will work with DPWES to relocate fish and other wildlife to the stream or Lake as necessary. While the concrete spillway is dry and accessible, maintenance tasks such as removing vegetative growth and performing crack repairs may be performed.

The cost estimate to perform this dam assessment includes logistical efforts needed to perform the assessment, maintenance tasks that may be performed while the lake is lowered, and the dam is accessible for such maintenance. The total estimated cost for this project is \$450,000.00.

Pending favorable weather, the proposed timeline for the project is as follows.

<u>Milestone</u>	<u>Schedule</u>
Notice to Proceed _____	3 rd Quarter CY 2024
Assessment Completion _____	2 nd Quarter CY 2025

FISCAL IMPACT:

Funding is currently available in Fund 30400, Park Bonds, in the amount of \$450,000.00 in PR-000078, Lake Accotink Bond Funds to fund this project.

ENCLOSED DOCUMENTS:

Attachment 1: Scope Cost Estimate

STAFF:

Jai Cole, Executive Director
Sara Baldwin, Deputy Director/COO
Aimee L. Vosper, Deputy Director/CBD
Brendon Hanafin, Division Director, Development Division
Kim Eckert, Division Director, Park Operations Division
Josh Colman, Division Director, Park Services Division
Laura Grape, Division Director, Resource Management Division

Board Agenda Item
September 11, 2024

Mohamed Ghiwane, Assistant Division Director, Development Division
Andy Miller, Project Coordinator, Development Division
Alex Burdick, Project Manager, Development Division
Michael Peter, Director, Business Administration Division
Tonya Mills, Senior Fiscal Administrator, Business Admin Division

SCOPE COST ESTIMATE

Lake Accotink Dam Assessment

Dam Assessment and Report	\$ 300,000
Diving Services	\$ 20,000
Debris Removal and Crack Repair	\$ 95,000
Temporary Fencing Around Lake and Stilling Basin	\$ 10,000
Mobile Crew Rental Equipment – Pumps, etc.	\$ 25,000
<hr/>	
Total Project Estimate	\$ 450,000

Lake Accotink Dam Assessment Scope Approval



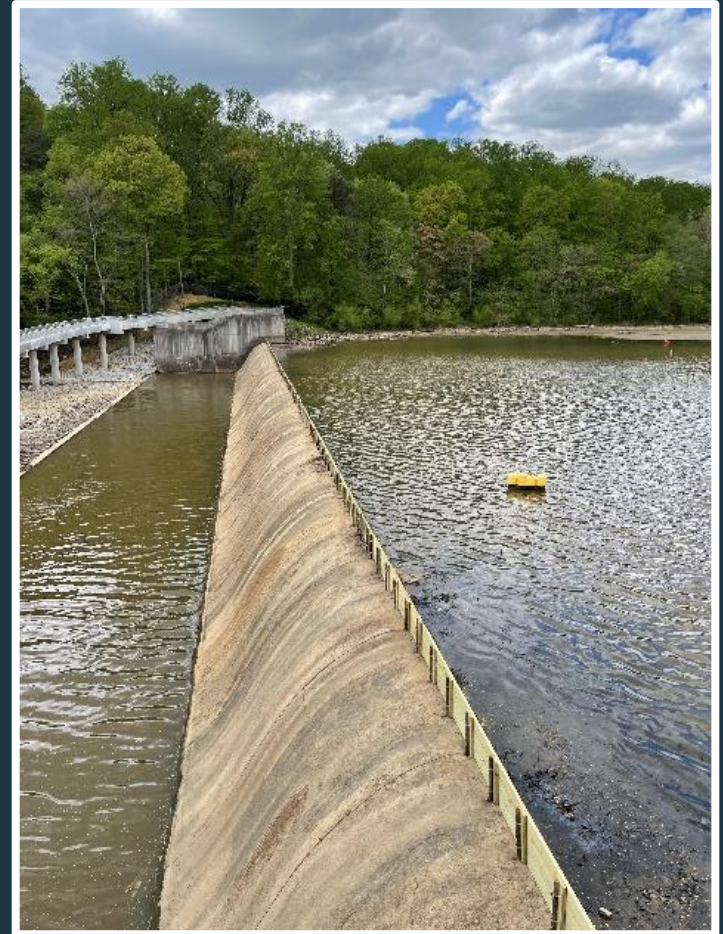
**Park Authority Board Meeting
September 11, 2024**

Project Background



At the January 23, 2024, Board of Supervisors Meeting, in association with the related Lake Accotink dredge studies, The Board moved to direct the County Executive and the Director of the Department of Public Works and Environmental Services to:

- In cooperation with the Fairfax County Park Authority, conduct an assessment of the Lake Accotink Dam to determine the improvements and maintenance needed to ensure long-term regulatory compliance and safe functioning, and to explore sources of funding for any required improvements to the dam
- Ensure that the sedimentation rate study, assessment of the dam, community engagement plan, and feasibility study proceed immediately and concurrently.



Project Scope

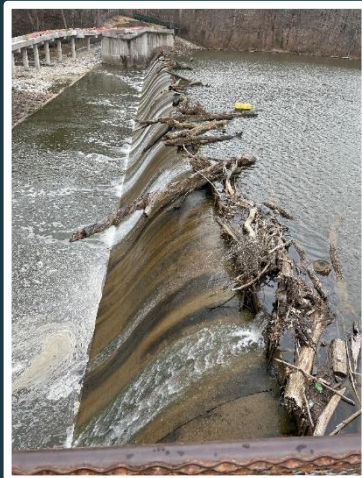


The dam assessment study will:

- Assess the current condition of the dam
- Provide needed repair details and specifications and associated cost estimate
- Identify deficiencies in the dam that may require more detailed construction drawings and associated cost estimates



What to Expect



Schedule and Funding

Schedule

- Weather permitting the field work requiring the lake to be drawn down will be completed between September until late November, 2024.
- Additional field work and assessment completion expected late spring/early summer of 2025.

Funding

Park Bonds \$450,000

Questions

