

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 20, 2024**

AGENDA

- 9:30 Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
- 9:30 Report on General Assembly Activities
- 9:30 County Executive’s Presentation of the Proposed FY 2025 and FY2026 Multi-Year Budget Plan
- 10:00 Matters Presented by Board Members
- 10:00 Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

- 1 Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Rose Lane, Beechtree Lane, Holloman Road, Kennedy Lane, Valley Brook Drive, Slade Run Drive and Hickory Hill Road (Mason District)
- 2 Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Westmoreland Street (Dranesville District)
- 3 Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Karl Road (Mount Vernon District)
- 4 Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Section 7-2-13 and Relocate the Polling Place for the Clifton Town Precinct in the Springfield District (Springfield District)
- 5 Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Sunrise Valley Drive Walkway from Reston Parkway to Soapstone Drive (Hunter Mill District)

ACTION ITEMS

- 1 Approval of License Agreements with Bikes for the World for the Use of County-Owned Property at I-95 Landfill and West Ox Transfer Station (Mount Vernon and Springfield Districts)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
February 20, 2024**

**PUBLIC
HEARINGS
(continued)**

- | | | |
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| 4:00 | | Public Hearing on AF 2023-MV-00002 (Holly Spring) (Mount Vernon District) |
| 4:00 | To be Deferred to
03/19/2024 at 4:00
p.m. | Public Hearing on AF 2023-SP-00005 (AR 2006-SP-003) (Schulz Local Agricultural and Forestal Renewal) (Springfield District) |
| 4:00 | | Public Hearing on AF 2023-DR-00003 (Simanson Local Agricultural and Forestal District) (Dranesville District) |
| 4:00 | | Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Pleasant Valley Road Shared Use Path (Sully District) |
| 4:30 | | Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Improvements to Bus Stop #01655, Commerce Street Westbound at Brandon Avenue (Franconia District) |
| 4:30 | | Public Hearing to Establish Parking Restrictions on Electronic Drive (Mason District) |
| 4:30 | | Public Comment |

Board Agenda Item
February 20, 2024

9:30 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard February 20, 2024

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

February 20, 2024

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

**APPOINTMENTS TO BE HEARD FEBRUARY 20, 2024
(ENCOMPASSING VACANCIES PROJECTED THROUGH FEBRUARY 28, 2024)
(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 2/09-1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
Kerrie Wilson (Appointed 1/10-5/23 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Suzanne Holland; (Appointed 1/23 by Gross) Term exp. 1/24	Mason District Representative		Jimenez	Mason

ADVISORY SOCIAL SERVICES BOARD
(4-year terms – limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Amrita Banerjee; appointed 9/16-9/20 by Herrity) Term exp. 9/24 <i>Resigned</i>	Springfield District Representative	Hillary Hogan	Herrity	Springfield

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 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large
Francis C. Steinbauer (Appointed 8/02-5/18 by Hudgins) Term exp. 5/22	Non-Profit Housing Representative		By Any Supervisor	At-Large

AIRPORTS ADVISORY COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ken Platek; appointed 6/21 by McKay) Term exp. 1/24 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Robert K. Ackerman; appointed 1/08-1/20 by Foust) Term exp. 1/23 <i>Resigned</i>	Dranesville District Business Representative		Bierman	Dranesville
VACANT (Formerly held by Frank Leser; appointed 3/16-11/21 by Smith) Term exp. 1/23 <i>Resigned</i>	Sully District Representative		Smith	Sully

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Ronald Boggio (Appointed 5/22 by McKay) Term exp. 10/23	At-Large #1 Representative		By Any Supervisor	At-Large
Grant J. Nelson (Appointed 10/95-5/01 by Hanley; 6/04-9/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #2 Representative		By Any Supervisor	At-Large

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**ALCOHOL SAFETY ACTION PROGRAM LOCAL
POLICY BOARD (ASAP) (3-year terms)**
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Darren Dickens (Appointed 11/96-5/01 by Hanley; 6/04-10/07 by Connolly; 6/10-9/19 by Bulova) Term exp. 6/22	At-Large #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Richard Bolger; appointed 1/21 by McKay) Term exp. 10/23 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Linda Perlstein; appointed 11/22 by Alcorn) Term exp. 10/25 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

ANIMAL SERVICES ADVISORY COMMISSION (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Philip Church (Appointed 2/20-2/22 by McKay) Term exp. 2/24	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Linda Bartlett; appointed 2/20-2/22 by Walkinshaw) Term exp. 2/24 <i>Deceased</i>	Braddock District Representative		Walkinshaw	Braddock

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ANIMAL SERVICES ADVISORY COMMISSION (2-year terms)

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Diane D'Arcy (Appointed 3/08-2/22 by Foust) Term exp. 2/24	Dranesville District Representative		Bierman	Dranesville
Chester J. Freedenthal (Appointed 9/20-3/22 by Lusk) Term exp. 2/24	Franconia District Representative		Lusk	Franconia
Lucinda Stewart (Appointed 2/20-2/22 by Alcorn) Term exp. 2/24	Hunter Mill District Representative		Alcorn	Hunter Mill
Holly Hazard (Appointed 10/22 by Gross) Term exp. 2/24	Mason District Representative		Jimenez	Mason
Gina Marie Lynch (Appointed 1/17-2/22 by Storck) Term exp. 2/24	Mount Vernon District Representative		Storck	Mount Vernon
Allison Volpert (Appointed 2/20-2/22 by Palchik) Term exp. 2/24	Providence District Representative		Palchik	Providence
Harley Methfessel (Appointed 2/12-5/22 by Herrity) Term exp. 2/24	Springfield District Representative		Herrity	Springfield
Carol Allin (Appointed 7/20-2/22 by Smith) Term exp. 2/24	Sully District Representative		Smith	Sully

ATHLETIC COUNCIL (2-year terms)				
<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Annamarie Swope (Appointed 9/20-10/21 by McKay) Term exp. 10/23	Member-At-Large Alternate Representative		McKay	At-Large Chairman's
Eric T. Sohn (Appointed 4/10-12/21 by Herrity) Term exp. 12/23	Diversity-At-Large Alternate Representative		By Any Supervisor	At-Large
Marc Fernandes (Appointed 10/20-1/22 by McKay) Term exp. 12/23	Diversity-At-Large Principal Representative		By Any Supervisor	At-Large
Brian Luwis (Appointed 7/19-6/21 by Foust) Term exp. 3/23	Dranesville District Alternate Representative		Bierman	Dranesville
VACANT (Formerly held by Terry Adams; appointed 11/11-7/13 by Gross) Term exp. 6/15 <i>Resigned</i>	Mason District Alternate Representative		Jimenez	Mason
VACANT (Formerly held by Hillary Richardson; appointed 9/20-6/22 by Alcorn) Term exp. 6/24	Women's Sports Alternate Representative		By Any Supervisor	At-Large

AUDIT COMMITTEE (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Paul Svab (Appointed 1/20-2/22 by McKay) Term exp. 1/24	At-Large #1 Representative		By Any Supervisor	At-Large
Lester A. Myers (Appointed 1/20-2/22 by McKay) Term exp. 1/24	At-Large #2 Representative		By Any Supervisor	At-Large

BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1-year term)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Ken Balbuena (Appointed 7/20-8/22 by McKay) Term exp. 6/23	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Raymond Smith; appointed 7/20-6/22 by Walkinshaw) Term exp. 6/23 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Barbara Glakas; appointed 1/12-6/19) Term exp. 6/21 <i>Resigned</i>	Dranesville District Representative		Bierman	Dranesville
Abby Block (Appointed 7/21-6/22 by Gross) Term exp. 6/23	Mason District Representative		Jimenez	Mason

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 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Wayne Bryan; Appointed 3/21 by McKay) Term exp. 2/25 <i>Resigned</i>	Design Professional #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Daren Shumate; appointed 2/16-7/20 by Gross) Term exp. 2/24 <i>Resigned</i>	Design Professional #5 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>
Saif Rahman (Appointed 2/22 by McKay) Term exp. 12/23	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Robert Mansker; appointed 9/06-10/22 by Gross) Term exp. 12/24 <i>Resigned</i>	At-Large #3 Representative		By Any Supervisor	At-Large
Ryan Rauner (Appointed 1/18- 12/21 by Herrity) Term exp. 12/23	Professional #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Constance M. Hylton; 1/21-12/22 by McKay) Term exp. 12/24 <i>Resigned</i>	Professional #6 Representative		By Any Supervisor	At-Large

CATHY HUDGINS COMMUNITY CENTER ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Nahom Sewenet; appointed 10/22 by Alcorn) Term exp. 4/24 <i>Resigned</i>	Fairfax County #9 (Youth) Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anne Kanter; appointed 12/03 by Hanley; 9/07 by Connolly; 9/11-10/18 by Bulova) Term exp. 9/23 <i>Resigned</i>	At-Large #1 Representative		McKay	At-Large Chairman's
Sue Kovach Shuman (Appointed 11/17-10/19 by Smyth) Term exp. 9/23	Providence District Representative		Palchik	Providence

CHILD CARE ADVISORY COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Janet M. Reimer; appointed 2/20-2/22 by McKay) Term exp. 2/24 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Elizabeth Cassidy; appointed 9/22 by Alcorn) Term exp. 9/24 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
VACANT (Formerly held by Gita D'Souza Kumar; appointed 6/17-2/21 by Smith) Term exp. 2/25 <i>Resigned</i>	Sully District Representative		Smith	Sully

CITIZEN CORPS COUNCIL, FAIRFAX COUNTY (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by L. Eric Marx; appointed 12/20-6/22 by Foust) Term exp. 5/24 <i>Resigned</i>	Dranesville District Representative		Bierman	Dranesville

CIVIL SERVICE COMMISSION (2-year terms)
NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a minority group.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Deborah Woolen; appointed 12/20-9/23 by Lusk) Term exp. 12/24 <i>Resigned</i>	At-Large #2 Representative		By Any Supervisor	At-Large
Jason Fong (Appointed 1/20-12/21 by McKay) Term exp. 12/23	At-Large #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Farzin Farzad; appointed 2/20-11/21 by Alcorn) Term exp. 12/23 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large
Thomas Garnett (Appointed 1/20-3/22 by Lusk) Term exp. 12/23	At-Large #6 Representative		By Any Supervisor	At-Large

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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.

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Patrick Morrison (Appointed 2/20-11/21 by McKay) Term exp. 12/23	At-Large #7 Representative		By Any Supervisor	At-Large
Janice L. Hill (Appointed 12/21 by Gross) Term exp. 12/23	At-Large #9 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by John Harris; appointed 1/16-12/21 by Storck) Term exp. 12/23 <i>Resigned</i>	At-Large #10 Representative		By Any Supervisor	At-Large
Herbert C. Kemp (Appointed 12/13- 12/21 by Foust) Term exp. 12/23	At-Large #11 Representative		By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Mattie Palmore; appointed 10/21 by McKay) Term exp. 10/24 <i>Resigned</i>	At-Large Minority Representative		By Any Supervisor	At-Large
New Position	Lesbian-Gay- Bisexual-Queer- Intersex-Asexual ("LGBQIA+") Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Lanita R. Thweatt; appointed 3/22-10/22 by Storck) Term exp. 10/25 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jim Edwards-Hewitt (Appointed 10/05-2/20 by Gross) Term exp. 2/23	Mason District Representative		Jimenez	Mason

CONFIRMATION NEEDED:

- Ms. Felicia Webster as the Junior League of Northern Virginia Representative

CONSUMER PROTECTION COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Dirck A. Hargraves; appointed 10/08-2/21 by McKay) Term exp. 7/23 <i>Resigned</i>	Fairfax County Resident #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Triston O'Savio; appointed 8/22 by Foust) Term exp. 7/24 <i>Resigned</i>	Fairfax County Resident #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Chester J. Freedenthal; appointed 5/22 by McKay) Term exp. 7/24 <i>Resigned</i>	Fairfax County Resident #9 Representative		By Any Supervisor	At-Large

CONTINUUM OF CARE BOARD (CoC) (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Dranesville District Representative		Bierman	Dranesville
NEW POSITION	Mason District Representative		Jimenez	Mason
NEW POSITION	City of Falls Church Representative		Confirmed by the Board	Confirmation
NEW POSITION	Shelter House (CoC) and Emergency Solutions Grant (ESG) Representative		Confirmed by the Board	Confirmation

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jennifer Chronis; appointed 12/16-7/18 by Herrity) Term exp. 8/21 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James D. Policaro (Appointed 2/21 by Palchik) Term exp. 3/21	At-Large #1 Representative		By Any Supervisor	At-Large
Cory Scott (Appointed 2/21 by Palchik) Term exp. 3/24	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Michael J. Cooper; appointed 3/04-7/18 by Smyth) Term exp. 3/22 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

**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>
Frederick Rothmeijer (Appointed 1/20 by McKay) Term exp. 1/24	BOS At-Large #5 Representative		By Any Supervisor	At-Large
Richard Fernicola (Appointed 1/22 by McKay) Term exp. 1/24	BOS At-Large #6 Representative		By Any Supervisor	At-Large

ECONOMIC ADVISORY COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Sharon O. Steele (Appointed 1/21 by McKay) Term exp. 12/23	At-Large Chairman's #1 Representative		McKay	At-Large Chairman's
Clifford L. Yee (Appointed 1/21 by McKay) Term exp. 12/23	At-Large Chairman's #2 Representative		McKay	At-Large Chairman's
Mohammad Siddique Sheikh (Appointed 1/21 by McKay) Term exp. 12/23	At-Large Chairman's #3 Representative		McKay	At-Large Chairman's
Janice D. Brangman (Appointed 2/21 by McKay) Term exp. 12/23	At-Large #4 Chairman's Land Use Representative		McKay	At-Large Chairman's
Taylor Chess (Appointed 12/20 by Walkinshaw) Term exp. 12/23	Braddock District Representative		Walkinshaw	Braddock

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ECONOMIC ADVISORY COMMISSION (3-year terms)

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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Todd R. House (Appointed 1/18-11/20 by Foust) Term exp. 12/23	Dranesville District Representative		Bierman	Dranesville
Frank W. Woodruff (Appointed 5/21 by Lusk) Term exp. 12/23	Franconia District Representative		Lusk	Franconia
Steve S. Lee (Appointed 3/22 by Gross) Term exp. 12/23	Mason District Representative		Jimenez	Mason
Stephen Keat (Appointed 12/17- 12/20 by Storck) Term exp. 12/23	Mount Vernon District Representative		Storck	Mount Vernon
Jesse Benites (Appointed 2/23 by Palchik) Term exp. 12/23	Providence District Representative		Palchik	Providence
Brian Schoeneman (Appointed 12/11- 11/20 by Herrity) Term exp. 12/23	Springfield District Representative		Herrity	Springfield
Paul A Gilbert (Appointed 2/21 by McKay) Term exp. 12/23	At-Large #11 Representative		By Any Supervisor	At-Large
John McGranahan (Appointed 2/21 by McKay) Term exp. 12/23	At-Large #12 Representative		By Any Supervisor	At-Large

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ECONOMIC ADVISORY COMMISSION (3-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Robert J. Makheja (Appointed 6/20 by Lusk) Term exp. 12/23	At-Large #21 Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Mr. John Regan as the Northern Virginia Building Industry Association Representative

ECONOMIC DEVELOPMENT AUTHORITY (EDA) (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Roderick Mitchell (Appointed 10/20 by McKay) Term exp. 7/22	At-Large #3 Citizen Representative		By Any Supervisor	At-Large

ENGINEERING STANDARDS REVIEW COMMITTEE (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maya Huber; appointed 12/09-1/14 by Confirmation; 5/18 by Bulova) Term exp. 3/21 <i>Resigned</i>	Citizen #4 Representative		By Any Supervisor	At-Large

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Juana Elisa Meara: Appointed 5/22 by Palchik) Term exp. 1/25 <i>Resigned</i>	Providence District Representative		Palchik	Providence

FAIRFAX AREA DISABILITY SERVICES BOARD
(3-year terms - limited to 2 full 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>
David E. Simon (Appointed 8/22 by McKay) Term exp. 11/23	At-Large Chairman's Representative		McKay	At-Large Chairman's
Andrew Magill (Appointed 11/20 by McKay) Term exp. 11/23	At-Large #2 Business Community Representative		By Any Supervisor	At-Large
Robin Rinearson (Appointed 5/22 by Gross) Term exp. 11/23	Mason District Representative		Jimenez	Mason
Deborah K. Hammer (Appointed 3/16-1/20 by Storck) Term exp. 11/22 <i>Not eligible for reappointment</i>	Mount Vernon District Representative		Storck	Mount Vernon
VACANT (Formerly held by Diane Monnig; appointed 5/21-12/22 by Palchik) Term exp. 11/25 <i>Resigned</i>	Providence District Representative		Palchik	Providence

FAIRFAX COUNTY 250TH COMMISSION (6-year terms)

CONFIRMATION NEEDED:

- Ms. Julie Almay as the George Washington's Mount Vernon Representative
- Ms. Tammy Mannarino as the History Commission #2 Representative

**FAIRFAX COUNTY CONVENTION AND VISITORS CORPORATION BOARD
(3-year terms - limited to 2 full terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Robert H. Maurer; appointed 6/20 by Palchik) Term exp. 6/23 <i>Resigned</i>	Providence District Representative		Palchik	Providence

**FAIRFAX-FALLS CHURCH COMMUNITY SERVICES BOARD
(3-year terms – limited to 3 full terms)**

NOTE: In accordance with *Virginia Code* Section 37.2-501, "prior to making appointments, the governing body shall disclose the names of those persons being considered for appointment." Members can be reappointed after 1 year break from initial 3 full terms, VA Code 37.2-502.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ann Whipple; appointed 2/20-6/22 by McKay) Term exp. 6/25 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Garrett McGuire; appointed 5/19-6/22 by Storck) Term exp. 6/25 <i>Resigned</i>	Mount Vernon Representative		Storck	Mount Vernon

GEOTECHNICAL REVIEW BOARD (3-year terms)

CONFIRMATIONS NEEDED:

- Mr. Paul Burkart as the Primary #2 Representative
- Mr. Daniel S. Rom as the Alternate #3 Representative

HEALTH SYSTEMS AGENCY BOARD (3-year terms - limited to 2 full terms)
 NOTE: Members may be reappointed after 1 year break

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Maria Zlotnick; appointed 6/20 by Alcorn) Term exp. 6/22 <i>Resigned</i>	Provider #4 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3-year terms)
 NOTE: The Commission shall include at least one member who is a resident from each District.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Carmen Powell; appointed 9/23 by Foust) Term exp. 6/24 <i>Resigned</i>	At-Large #1 Representative		By Any Supervisor	At-Large

HUMAN RIGHTS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Emanuel Solon; appointed 9/95-7/01 by Connolly; 9/04-9/19 by Smyth) Term exp. 9/22 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Freda Shipman; appointed 6/15-9/17 by Hudgins; 9/20 by Alcorn) Term exp. 9/23 <i>Resigned</i>	At-Large #12 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4-year terms)
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Fatima Mirza; appointed 12/16- 9/20 by Foust) Term exp. 7/24 <i>Resigned</i>	Dranesville District #2 Representative		Bierman	Dranesville
VACANT (Formerly held by Christopher Falcon; appointed 7/18-8/22 by Gross) Term exp. 7/26 <i>Resigned</i>	Mason District #1 Representative		Jimenez	Mason
VACANT (Formerly held by Alis Wang; appointed 12/16- 7/21 by Gross) Term exp. 7/25 <i>Resigned</i>	Mason District #2 Representative		Jimenez	Mason
VACANT (Formerly held by Tianja Grant; appointed 1/20-7/21 by Palchik) Term exp. 7/25 <i>Resigned</i>	Providence District #2 Representative		Palchik	Providence
VACANT (Formerly held by Jerold L. Foltz; appointed 7/17-7/21 by Smith) Term exp. 7/25 <i>Resigned</i>	Sully District #1 Representative		Smith	Sully

**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>
Susan S. Hoffman (Appointed 2/17- 11/23 by Gross) Term exp. 12/23	Mason District Representative		Jimenez	Mason

**JUVENILE AND DOMESTIC RELATIONS COURT
CITIZENS ADVISORY COUNCIL (2-year terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Chris M. Jones (Appointed 3/21 by McKay) Term exp. 1/23	At-Large Chairman's Representative		McKay	At-Large Chairman's
Crystopher Herrera (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Kevin Carson (Appointed 5/23 by Lusk) Term exp. 1/24	Franconia District Representative		Lusk	Franconia
Colin D. Bagwell (Appointed 2/23 by Gross) Term exp. 1/24	Mason District Representative		Jimenez	Mason
Sean Wright (Appointed 1/20- 2/22 by Palchik) Term exp. 1/24	Providence District Representative		Palchik	Providence
Kim S. Farington (Appointed 7/20- 1/22 by Herrity) Term exp. 1/24	Springfield District Representative		Herrity	Springfield

PLANNING COMMISSION (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Daren Shumate; appointed 1/23 by Gross) Term exp. 12/26 <i>Resigned</i>	Mason District Representative		Jimenez	Mason

**POLICE CIVILIAN REVIEW PANEL
(3-year terms- limited to 2 full terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Todd L. Cranford (Appointed 2/21 by McKay) Term exp. 2/24	Seat #1 Representative		By Any Supervisor	At-Large
Cheryl Belkowitz (Appointed 3/21 by McKay) Term exp. 2/24	Seat #4 Representative		By Any Supervisor	At-Large
Fazia Deen Appointed 2/23 by McKay) Term exp. 2/24	Seat #9 Representative		By Any Supervisor	At-Large

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Brendan D. Harold (Appointed 5/05-11/14 by Hyland; 12/18 by Storck) Term exp. 12/22	Citizen At-Large #2 Representative		By Any Supervisor	At-Large

REDEVELOPMENT AND HOUSING AUTHORITY (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Richard Kennedy; appointed 5/21 by Alcorn) Term exp. 4/25 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill

**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 Karen Mantyla; appointed 6/21 by Alcorn) <i>Resigned</i>	Residential Owners and HOA/Civic Association #2 Representative		By Any Supervisor	At-Large

SMALL BUSINESS COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Shawnequa Alleyne (Appointed 1/22 by McKay) Term exp. 12/23	At-Large #2 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Melody Thorson; appointed 3/18-12/23 by Storck) Term exp. 12/23 <i>Resigned</i>	Mount Vernon District Representative		Storck	Mount Vernon
Melvin Murphy (Appointed 5/21 by Palchik) Term exp. 12/23	Providence District Representative		Palchik	Providence

TENANT-LANDLORD COMMISSION (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 Kenneth Reid; appointed 10/25 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 Shahana Begum Islam; appointed 6/20 by Palchik) Term exp. 1/23 <i>Resigned</i>	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Karen Geier-Smith; appointed 2/16-2/22 by McKay) Term exp. 12/24 <i>Resigned</i>	Landlord Member #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Christopher Kocsis; appointed 12/09-1/16 by Bulova) Term exp. 12/18 <i>Deceased</i>	Landlord Member #2 Representative		By Any Supervisor	At-Large

Continued on next page

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Paula Park; appointed 2/14-1/20 by Foust) Term exp. 1/23 <i>Resigned</i>	Landlord Member #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Jade Harberg; appointed 1/20 by McKay) Term exp. 1/23 <i>Resigned</i>	Tenant 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>
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
James Albright (Appointed 5/18-3/22 by Gross) Term exp. 1/24	Mason District Representative		Jimenez	Mason
Tyler Schiefelbein (Appointed 9/22 by Herrity) Term exp. 1/24	Springfield District Representative		Herrity	Springfield

TRANSPORTATION ADVISORY COMMISSION (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Phylicia Woods; appointed 9/22 by Alcorn) Term exp. 6/24 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill

**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>
VACANT (Formerly held by Maria Teresa Valenzuela; appointed 7/16-11/17 by Bulova) Term exp. 10/21 <i>Resigned</i>	Citizen Appointed by BOS #4 Representative		By Any Supervisor	At-Large

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Denver Supinger (Appointed 6/20 by McKay) Term exp. 1/24	At-Large #1 Chairman's Representative		McKay	At-Large Chairman's
VACANT (Formerly held by Emma Heisey; appointed 5/22 by McKay) Term exp. 1/24 <i>Resigned</i>	At-Large #2 Chairman's Representative		McKay	At-Large Chairman's
Julian Reda (Appointed 12/22 by Walkinshaw) Term exp. 1/24	Braddock District Representative		Walkinshaw	Braddock
Pranav Choudhary (Appointed 6/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
VACANT (Formerly held by Sujit R. Koppula; appointed 6/20-2/22 by Alcorn) Term exp. 1/24 <i>Resigned</i>	Hunter Mill District Representative		Alcorn	Hunter Mill
Neel Daugherty- Shrivastava (Appointed 2/23 by Palchik) Term exp. 1/24	Providence District Representative		Palchik	Providence
Eddy Sandoval (Appointed 9/21 by Smith) Term exp. 1/24	Sully District Representative		Smith	Sully

Board Agenda Item
February 20, 2024

9:30 a.m.

Report on General Assembly Activities

EQUITY IMPACT:

The County's Legislative Program sets the County's state legislative priorities and positions, which connect to many of the 17 areas of focus in the One Fairfax policy, including education, housing, the environment, health and human services, and transportation. In addition to the Legislative Program, County staff review individual bills during the General Assembly session and bring bills to the Legislative Committee of the Board of Supervisors for consideration. As part of this bill review, staff consider the equity implications of the legislation. The Committee's positions on specific bills are outlined in the memo and tracking chart included in the Committee's report.

ENCLOSED DOCUMENTS:

Documents available online at <https://www.fairfaxcounty.gov/boardofsupervisors/>, under "2024 Board Legislative Reports," by February 19, 2024.

PRESENTED BY:

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

Bryan J. Hill, County Executive

Board Agenda Item
February 20, 2024

9:30 a.m.

County Executive's Presentation of the Proposed FY 2025 and FY 2026 Multi-Year Budget Plan

ENCLOSED DOCUMENTS:

Materials will be available online after 1:00 p.m. on February 20, 2024, at:
<https://www.fairfaxcounty.gov/budget/advertised-budget-plan>.

PRESENTED BY:

Bryan J. Hill, County Executive

Board Agenda Item
February 20, 2024

10:00 a.m.

Matters Presented by Board Members

Board Agenda Item
February 20, 2024

10:00 a.m.

Items Presented by the County Executive

Board Agenda Item
February 20, 2024

ADMINISTRATIVE - 1

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Rose Lane, Beechtree Lane, Holloman Road, Kennedy Lane, Valley Brook Drive, Slade Run Drive and Hickory Hill Road (Mason District)

ISSUE:

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

RECOMMENDATION:

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

- One “Watch for Children” sign on Rose Lane (Mason District)
- One “Watch for Children” sign on Beechtree Lane (Mason District)
- One “Watch for Children” sign on Holloman Road (Mason District)
- One “Watch for Children” sign on Kennedy Lane (Mason District)
- One “Watch for Children” sign on Valley Brook Drive (Mason District)
- One “Watch for Children” sign on Slade Run Drive (Mason District)
- One “Watch for Children” sign on Hickory Hill Road (Mason District)

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

TIMING:

Board action is requested on February 20, 2024, to help facilitate a prompt installation of the proposed signage.

BACKGROUND:

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

Board Agenda Item
February 20, 2024

On December 11, 2023, FCDOT received verification from the Mason District Supervisor's Office confirming community support for one "Watch for Children" sign (each) on Rose Lane, Beechtree Lane, Holloman Road, Kennedy Lane, Valley Brook Drive, Slade Run Drive and Hickory Hill Road.

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$2,100 is available in Fund 300-C30050, Project 2G25-076-000, Traffic Calming Program.

ENCLOSED DOCUMENTS:

None.

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

Board Agenda Item
February 20, 2024

ADMINISTRATIVE - 2

Approval of “\$200 Additional Fine for Speeding” Signs as Part of the Residential Traffic Administration Program – Westmoreland Street (Dranesville 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:

- Westmoreland Street from Haycock Road to Fairfax County/Arlington County Line (Dranesville 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 February 20, 2024, 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.

Westmoreland Street (Dranesville District) meets the RTAP requirements for posting the “\$200 Additional Fine for Speeding” signs. On December 14, 2023, FCDOT received verification from the Dranesville District Supervisor’s office confirming community support.

Board Agenda Item
February 20, 2024

EQUITY IMPACT:

None.

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 – Westmoreland Street

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

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
\$200 ADDITIONAL FINE FOR SPEEDING SIGNS
WESTMORELAND STREET
DRANESVILLE 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, February 20, 2024, 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 Westmoreland Street from Haycock Road to the Fairfax County/Arlington County Border. 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 Westmoreland Street.

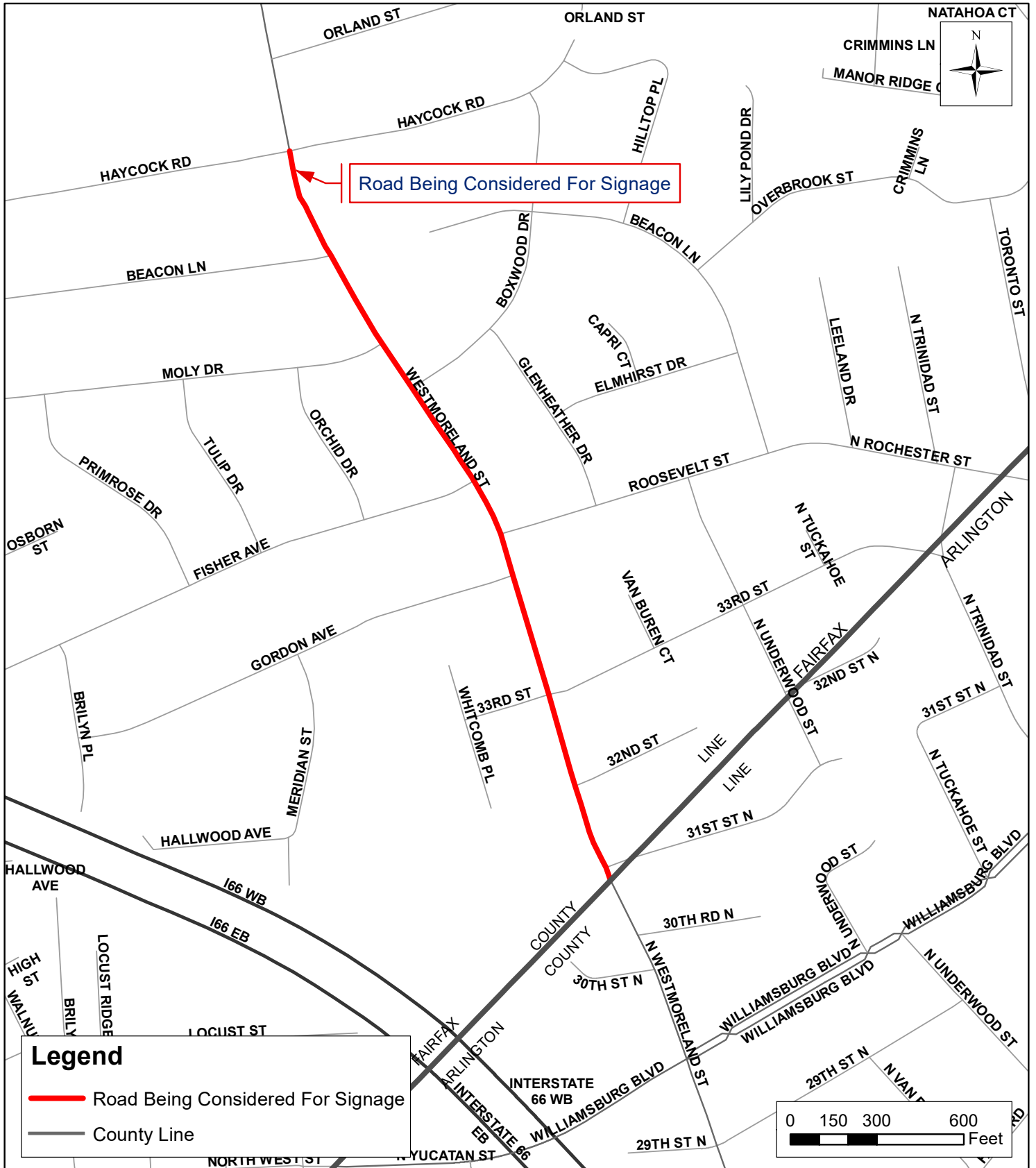
NOW, THEREFORE BE IT RESOLVED that "\$200 Additional Fine for Speeding" signs are endorsed for Westmoreland Street from Haycock Road to the Fairfax County/Arlington County Border.

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 20th day of February, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 30-3 ,30-4 ,31-3 ,40-1, 40-2 ,40-3 ,40-4 ,41-1 ,41-3

**Fairfax County Department of Transportation
 Residential Traffic Administration Program
 Proposed \$200 Fine For Speeding
 Westmoreland Street
 Dranesville District**

October 2023



Board Agenda Item
February 20, 2024

ADMINISTRATIVE - 3

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Karl Road (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 approve a resolution (Attachment I) endorsing a traffic calming plan for Karl Road (Attachment II) consisting of the following:

- Two speed humps on Karl Road (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 measure(s) as soon as possible.

TIMING:

Board action is requested on February 20, 2024, to allow the proposed measure(s) to be installed as soon as possible.

BACKGROUND:

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

On December 26, 2023, FCDOT received verification from the Mount Vernon District Supervisor's office confirming community support for the Karl Road traffic calming plan.

Board Agenda Item
February 20, 2024

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$39,000 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 Karl Road

Attachment II: Traffic Calming Plan for Karl Road

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

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

Neil Freschman, Chief, Traffic Engineering Section, FCDOT

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

Behnaz Rauof, Transportation Planner, Traffic Engineering Section, FCDOT

Nicole Machacuay, Transportation Planner, Traffic Engineering Section, FCDOT

RESOLUTION

**FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
TRAFFIC CALMING MEASURES
KARL 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, February 20, 2024, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, an engineering study by the Fairfax County Department of Transportation (FCDOT) for Karl Road 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

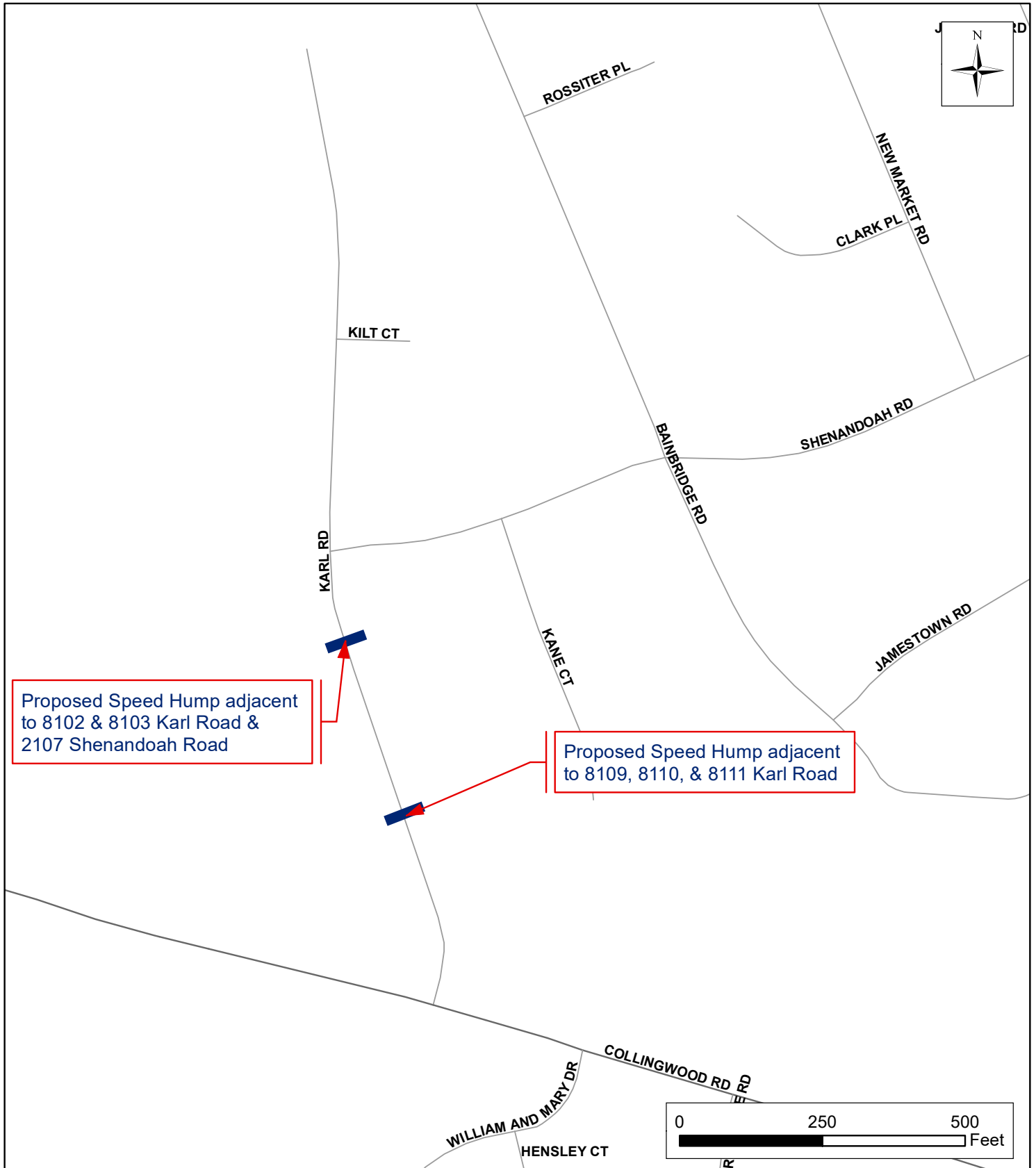
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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 Karl Road as part of FCDOT's Residential Traffic Administration Program.

ADOPTED this 20th day of February, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 102-1 & 102-3

December 2023

Fairfax County Department of Transportation
 Residential Traffic Administration Program
 Traffic Calming Plan
 Karl Road
 Mount Vernon District



Board Agenda Item
February 20, 2024

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Consider an Ordinance to Amend and Readopt Fairfax County Code Section 7-2-13 and Relocate the Polling Place for the Clifton Town Precinct in the Springfield District (Springfield District)

ISSUE:

Authorization to advertise a Public Hearing to consider an ordinance that proposes to amend and readopt Fairfax County Code Section 7-2-13, relating to election precincts and polling locations, to move the polling place for the Clifton Town precinct.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing on Tuesday, March 19, 2024, at 4:30 p.m. to consider this ordinance.

TIMING:

Board action is requested on February 20, 2024, to provide sufficient time to advertise the proposed public hearing for adoption of this ordinance on March 19, 2024, at 4:30 p.m. This will allow adequate time to file a request for a Certification of No Objection from the Virginia Attorney General and properly notify voters who are affected by this change in advance of the next election, which, by the time this ordinance is adopted, is expected to be the June 18, 2024, Primary Election.

BACKGROUND:

The Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of *Virginia Code Sections 24.2-307, 24.2-310, and 24.2-310.1*.

Virginia Code § 24.2-129 also requires that certain “covered practices” go through either a statutorily specified public comment process or receive a Certification of No Objection from the Attorney General before the practices can be given effect. The public comment process takes a minimum of 75 days to complete, while the Attorney General process takes a maximum of 60 days to complete.

Among the “covered practices” identified are any changes that relocate polling places in the County. The Board must first adopt an ordinance making the required polling place

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changes. If and after the Board adopts the ordinance, the County Attorney will file a request for a Certification of No Objection with the Virginia Attorney General, in accordance with *Virginia Code § 24.2-129(D)*.

In 2021, the Virginia Supreme Court drew district lines that effectively required a split of the Clifton precinct, already over 5000 registered voters. As a result, in February 2022, the Clifton precinct was divided using the boundaries of the railroad tracks and the Town of Clifton's municipal boundaries to create Liberty precinct north of the tracks and Clifton South precinct south of the tracks. Liberty precinct's polling place was established at Liberty Middle School. Additionally, Clifton Town precinct was created with less than 200 voters. These splits reduced the number of voters by half who previously voted at the Clifton Presbyterian Church, therefore, the Office of Elections agreed to co-locate the polling places of the newly created Clifton Town precinct and the Clifton South precinct at the Clifton Presbyterian Church. After two November elections (2022 and 2023), the Office of Elections was informed by the two election teams that the Church was too small to continue to accommodate the two polling places.

The Office of Elections proposes to relocate the polling place for Clifton Town precinct to the Wayne H. Nickum Town Hall, approximately ¼ mile from the Clifton Presbyterian Church. When town elections were previously held in May, this location served as the polling place. Adopting this change will greatly increase the options for parking, setting up voting equipment, including the check-in stations, and staging the flow of voters through the voting room. This change will significantly improve overall accessibility for voters in both precincts. Because the Clifton Town precinct has already been established along with dedicated voting equipment and election personnel, approving this relocation requires no additional associated cost for Fairfax County or the Town of Clifton.

On January 16, 2024, the Clifton Town Council endorsed staff's recommendation to move the polling place to the Wayne Nickum Town Hall; therefore, staff recommends that the polling place for Clifton Town precinct be relocated to the Wayne H. Nickum Town Hall.

EQUITY IMPACT:
None.

FISCAL IMPACT:
Insignificant. Funding for precinct and polling place change notifications is provided in the agency's FY 2024 Adopted Budget.

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ENCLOSED DOCUMENTS:

Attachment 1: Virginia Code Pertaining to Election Precincts and Polling Places
Attachment 2: Summary of Proposed Change
Attachment 3: Description and Map of Proposed Change
Attachment 4: Proposed Ordinance

STAFF:

Ellicia Seard-McCormick, Deputy County Executive
Katherine K. Hanley, Chairman of the Fairfax County Electoral Board
Eric L. Spicer, General Registrar and Director of Elections
Beth Dixon Methfessel, Clerk to the Fairfax County Electoral Board

ASSIGNED COUNSEL:

John A. Dorsey, Assistant County Attorney

§ 24.2-307 (in part). Requirements for county and city precincts.

The governing body of each county and city shall establish by ordinance as many precincts as it deems necessary. Each governing body is authorized to increase or decrease the number of precincts and alter precinct boundaries subject to the requirements of this chapter.

At the time any precinct is established, it shall have no more than 5,000 registered voters. The general registrar shall notify the governing body whenever the number of voters who voted in a precinct in an election for President of the United States exceeds 4,000. Within six months of receiving the notice, the governing body shall proceed to revise the precinct boundaries, and any newly established or redrawn precinct shall have no more than 5,000 registered voters.

At the time any precinct is established, each precinct in a county shall have no fewer than 100 registered voters and each precinct in a city shall have no fewer than 500 registered voters.

Each precinct shall be wholly contained within a single congressional district, Senate district, House of Delegates district, and election district used for the election of one or more members of the governing body or school board for the county or city.

The governing body shall establish by ordinance one polling place for each precinct.

Code 1950, §§ 24-45, 24-46; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1992, c. 445; 1993, c. 641; 1999, c. [515](#); 2020, c. [1268](#).

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary, unless a waiver has been granted pursuant to subsection G. The polling place for a county precinct may be located within a city (i) if the city is wholly contained within the county election district served by the precinct or (ii) if the city is wholly contained within the county and the polling place is located on property owned by the county. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

B. The governing body of each county, city, and town shall provide funds to enable the general registrar to provide adequate facilities at each polling place for the conduct of elections. Each polling place shall be located in a public building whenever practicable. If more than one polling place is located in the same building, each polling place shall be located in a separate room or separate and defined space.

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

D. If an emergency makes a polling place unusable or inaccessible, the electoral board or the general registrar shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot

Attachment 1

to be voted at the alternative polling place, subject to the prior approval of the State Board. The general registrar shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except as specifically prohibited by law including, without limitation, the prohibitions of § [24.2-604](#) and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place. However, and notwithstanding the provisions of clause (i) of subsection A of § [24.2-604](#), and upon the approval of the local electoral board, campaign materials may be distributed outside the polling place and inside the structure where the election is conducted, provided that the "Prohibited Area" (i) includes the area within the structure that is beyond 40 feet of any entrance to the polling place and the area within the structure that is within 40 feet of any entrance to the room where the election is conducted and (ii) is maintained and enforced as provided in § [24.2-604](#). The local electoral board may approve campaigning activities inside the building where the election is conducted when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

F. Any local government, local electoral board, or the State Board may make monetary grants to any non-governmental entity furnishing facilities under the provisions of § [24.2-307](#) or [24.2-308](#) for use as a polling place. Such grants shall be made for the sole purpose of meeting the accessibility requirements of this section. Nothing in this subsection shall be construed to obligate any local government, local electoral board, or the State Board to appropriate funds to any non-governmental entity.

G. The general registrar or the governing body of the locality may request from the Department of Elections a waiver to establish a polling place that does not meet the location requirements of subsection A in the event that there is no suitable building that could be used within the precinct or within one mile of the precinct boundary. The Department shall grant such a waiver and may impose any conditions on the waiver that it deems necessary or appropriate to ensure accessibility and security of the polling place and compliance with any other requirements of state or federal law.

Code 1950, §§ 24-45, 24-46, 24-171, 24-179 through 24-181; 1954, c. 375; 1956, c. 378; 1962, cc. 185, 536; 1970, c. 462, §§ 24.1-36, 24.1-37, 24.1-92, 24.1-97; 1971, Ex. Sess., c. 119; 1976, c. 616; 1977, c. 30; 1978, c. 778; 1980, c. 639; 1981, c. 425; 1984, c. 217; 1985, c. 197; 1986, c. 558; 1992, c. 445; 1993, cc. 546, 641; 1994, c. [307](#); 2003, c. [1015](#); 2004, c. [25](#); 2005, c. [340](#); 2008, cc. [113](#), [394](#); 2010, cc. [639](#), [707](#); 2012, cc. [488](#), [759](#); 2016, cc. [18](#), [492](#); 2022, c. [5](#).

§ 24.2-310.1. Polling places; additional requirement.

The requirement stated in this section shall be in addition to requirements stated in §§ [24.2-307](#), [24.2-308](#), and [24.2-310](#), including the requirement that polling places be located in public buildings whenever practical. No polling place shall be located in a building which serves primarily as the headquarters, office, or assembly building for any private organization, other than an organization of a civic, educational, religious, charitable, historical, patriotic, cultural, or similar nature, unless the State Board has approved the use of the building because no other building meeting the accessibility requirements of this title is available.

1993, c. 904, § 24.1-37.1; 1993, c. 641.

§ 24.2-129. Covered practices; actions required prior to enactment or administration.

A. For the purposes of this section:

"Certification of no objection" means a certification issued by the Attorney General that there is no objection to the enactment or administration of a covered practice by a locality because the covered practice neither has the purpose or effect of denying or abridging the right to vote based on race or color or membership in a language minority group nor will result in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise.

"Covered practice" means:

1. Any change to the method of election of members of a governing body or an elected school board by adding seats elected at large or by converting one or more seats elected from a single-member district to one or more at-large seats or seats from a multi-member district;
2. Any change, or series of changes within a 12-month period, to the boundaries of the locality that reduces by more than five percentage points the proportion of the locality's voting age population that is composed of members of a single racial or language minority group, as determined by the most recent American Community Survey data;
3. Any change to the boundaries of election districts or wards in the locality, including changes made pursuant to a decennial redistricting measure;
4. Any change that restricts the ability of any person to provide interpreter services to voters in any language other than English or that limits or impairs the creation or distribution of voting or election materials in any language other than English; or
5. Any change that reduces the number of or consolidates or relocates polling places in the locality, except where permitted by law in the event of an emergency.

"Voting age population" means the resident population of persons who are 18 years of age or older, as determined by the most recent American Community Survey data available at the time any change to a covered practice is published pursuant to subsection B.

B. Prior to enacting or seeking to administer any voting qualification or prerequisite to voting, or any standard, practice, or procedure with respect to voting, that is a covered practice, the governing body shall cause to be published on the official website for the locality the proposed covered practice and general notice of opportunity for public comment on the proposed covered practice. The governing body shall also publicize the notice through press releases and such other media as will best serve the purpose and subject involved. Such notice shall be made at least 45 days in advance of the last date prescribed in the notice for public comment.

Public comment shall be accepted for a period of no fewer than 30 days. During this period, the governing body shall afford interested persons an opportunity to submit data, views, and arguments in writing by mail, fax, or email, or through an online public comment forum on the official website for the locality if one has been established. The governing body shall conduct at least one public hearing during this period to receive public comment on the proposed covered practice. The governing body may make changes to the proposed covered practice in response to public comment received. If doing so, the revised covered practice shall be published and public comment shall be accepted in accordance with this subsection, except the public comment period shall be no fewer than 15 days.

C. Following the public comment period or periods prescribed in subsection B, the governing body shall publish the final covered practice, which shall include a plain English description of the practice and the text of an ordinance giving effect to the practice, maps of proposed boundary changes, or other relevant materials, and notice that the covered practice will take effect in 30 days. During this 30-day waiting period, any person who will be subject to or affected by the covered practice may challenge in the circuit court of the locality where the

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covered practice is to be implemented the covered practice as (i) having the purpose or effect of denying or abridging the right to vote on the basis of race or color or membership in a language minority group or (ii) resulting in the retrogression in the position of members of a racial or ethnic group with respect to their effective exercise of the electoral franchise. In such action, the court may, in its discretion, allow a private plaintiff a reasonable attorney fee as part of the costs, if such plaintiff is the prevailing party.

D. The governing body of a locality seeking to administer or implement a covered practice, in lieu of following the provisions of subsections B and C, may submit the proposed covered practice to the Office of the Attorney General for issuance of a certification of no objection. Such practice shall not be given effect until the Attorney General has issued such certification. A certification of no objection shall be deemed to have been issued if the Attorney General does not interpose an objection within 60 days of the governing body's submission or if, upon good cause shown and to facilitate an expedited approval within 60 days of the governing body's submission, the Attorney General has affirmatively indicated that no such objection will be made. An affirmative indication by the Attorney General that no objection will be made or the absence of an objection to the covered practice by the Attorney General shall not bar a subsequent action to enjoin enforcement of such qualification, prerequisite, standard, practice, or procedure.

2021, Sp. Sess. I, cc. [528](#), [533](#).

March 2024 SUMMARY OF PRECINCT AND POLLING PLACE CHANGES

SUPERVISOR DISTRICT	OLD PRECINCT(S)	REGISTERED VOTERS*	OLD POLLING PLACE(S)	NEW PRECINCT(S)	PROJECTED REGISTERED VOTERS	NEW POLLING PLACE(S)	NOTES ON CHANGES
SPRINGFIELD	858 Clifton Town	205	Clifton Presbyterian Church	858 Clifton Town	205	Wayne H. Nickum Town Hall	Clifton Town precinct is currently co-located with Clifton South precinct at the Clifton Presbyterian Church. Moving the polling place for Clifton Town precinct to the Wayne H. Nickum Town Hall will provide more accessibility for voters at both precincts.

* VERIS registered voters as of 010924 - Reports Library_Statistics_Registrant_Counts_By_Locality

Commonwealth of Virginia
COUNTY OF FAIRFAX
SPRINGFIELD District

PRECINCT: **858 CLIFTON TOWN**
CONGRESSIONAL DISTRICT: **10**
VIRGINIA SENATORIAL DISTRICT: **36**
HOUSE OF DELEGATES DISTRICT: **10**

DESCRIPTION:
The part of Fairfax County comprised of the Town of Clifton's corporate boundaries.

POLLING PLACE: ~~Clifton Presbyterian Church~~ Wayne H. Nickum Town Hall
~~12748 Richards Ln, 12641 Chapel Road, Clifton~~

NOTES: Established March 2022
Polling place moved – March 2024




Commonwealth of Virginia County of Fairfax

Springfield District




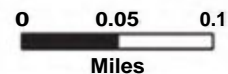
Current Precinct Name, Polling Place and Address:

March 2024

 858 Clifton Town, Clifton Presbyterian Church, 12748 Richards Ln

Proposed Precinct Name, Polling Place and Address:

 858 Clifton Town, Wayne H. Nickum Town Hall, 12641 Chapel Rd



1 AN ORDINANCE AMENDING
2 ARTICLE 2 OF CHAPTER 7 OF THE FAIRFAX COUNTY CODE, RELOCATING A
3 POLLING PLACE IN THE SPRINGFIELD DISTRICT
4

5 AN ORDINANCE to amend the Fairfax County Code by amending and
6 readopting Section 7-2-13, relocating a polling place in the Springfield
7 District.
8

9 Draft of January 24, 2024

10
11 Be it ordained by the Board of Supervisors of Fairfax County:

12 1. That Section 7-2-13 of the Fairfax County Code is amended and readopted, as follows:
13

14 ARTICLE 2. - Election Districts for the Board of Supervisors

15 Section 7-2-13. - General Provisions.

16 All references to election precincts refer to those precincts, together with the descriptions and
17 maps of the boundaries and polling places for each of those precincts, which were adopted by
18 the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005,
19 March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009,
20 March 9, 2010, July 27, 2010, April 26, 2011, July 26, 2011, January 10, 2012, July 10, 2012,
21 March 19, 2013, July 9, 2013, November 18, 2014, June 23, 2015, December 8, 2015, July
22 12, 2016, July 11, 2017, March 20, 2018, December 4, 2018, and April 9, 2019, December
23 3, 2019, March 24, 2020, March 23, 2021, June 22, 2021, December 7, 2021, March 8, 2022,
24 June 7, 2022, March 7, 2023, ~~and~~ December 5, 2023, and March 19, 2024, kept on file with
25 the clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature
26 describes the boundary of a precinct, the center of such road, stream, or physical feature is the
27 dividing line between that precinct and any adjoining precinct.
28
29

30 2. That the election polling place for the following existing precinct is established at:

<u>Supervisor District</u>	<u>Precinct</u>	<u>Polling Place</u>
Springfield	Clifton Town (Polling Place Relocated)	From: Clifton Presbyterian Church 12748 Richards Lane Clifton, VA 20124
		To: Wayne H. Nickum Town Hall 12641 Chapel Road Springfield, VA 22150

41
42

43 **3. That the provisions of this ordinance are effective upon adoption, and that clause 2**
44 **will be given effect after completion of the procedures set forth in Va. Code § 24.2-129(D).**

45 **4. That the Clerk for the Board of Supervisors will send a certified copy of this**
46 **ordinance to the Fairfax County Electoral Board, and staff from the Office of Elections will**
47 **send a copy of this ordinance, with Geographic Information System (GIS) maps, to the**
48 **Virginia Department of Elections, and the Virginia Division of Legislative Services, as**
49 **required under Va. Code § 24.2-306(C).**

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GIVEN under my hand this _____ day of _____, 2024

Jill G. Cooper
Clerk for the Board of Supervisors

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ADMINISTRATIVE – 5

Authorization to Advertise a Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Sunrise Valley Drive Walkway from Reston Parkway to Soapstone Drive (Hunter Mill District)

ISSUE:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for the construction of Project 2G40-085-002, Sunrise Valley Drive Walkway from Reston Parkway to Soapstone Drive, Fund 40010, County and Regional Transportation Projects.

RECOMMENDATION:

The County Executive recommends that the Board authorize advertisement of a public hearing for March 19, 2024, commencing at 4:00 p.m.

TIMING:

Board action is requested on February 20, 2024, 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 improving existing walkways and installing missing links of sidewalk along the north side of Sunrise Valley Drive from Reston Parkway to Soapstone Drive, a length of approximately 1,500 linear feet. This project will enhance pedestrian mobility along Sunrise Valley Drive.

Land rights for these improvements are required on twelve properties, eight of which have been acquired by the Land Acquisition Division (LAD). The construction of this project requires the acquisition of Traffic Signal Equipment Easements, Sight Distance Easements, Trail Easements, and Grading Agreement and Temporary Construction Easements.

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

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Ann. Sections 15.2-1901 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.

EQUITY IMPACT:

The project area is located within a Census block with a Low Vulnerability level according to the Fairfax County Vulnerability Index. Approximately 47.3% of residents in this block are severely rent burdened, and more than 37.7% of the residents have low educational attainment.

The project and this action align with multiple focus areas of the One Fairfax Policy. Construction of the proposed walkway supports focus area 2, safely connecting more housing units, most notably those in mixed-use areas, to multiple modes of transport. Improved walkability ensures that focus area 8's goal is furthered by improving the quality of life for everyone in the neighborhood by providing a safe, well-maintained travel route between neighborhoods. The overall goal of the project aligns with focus area 11's guidance to protect existing stable neighborhoods and green spaces, and thereby allow residents to access transportation modes which promotes employment opportunities, housing, amenities, and services for all. Finally, the project promotes focus area 14's goal of providing a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

LAD project locations are chosen by other departments, resulting in the division's necessity to focus on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. LAD staff engage property owners in their preferred method of communication and at times that are agreeable to the owner. The Division provides transparency of practice and attempts to offer reasonable language and disability accommodation from the start of the acquisition process.

As a result of the project design, ensured by the process used to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:

Funding is available in Project 2G40-085-000, Reston Metrorail Access Group (RMAG) program, Fund 40010, County and Regional Transportation Projects. This project is included in the Adopted FY2024 - FY2028 Capital Improvement Program (with future

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Fiscal Years to FY2033) and is included in the Board's Transportation Priorities Plan (TPP), adopted on January 28, 2014, and as amended on December 3, 2019. No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

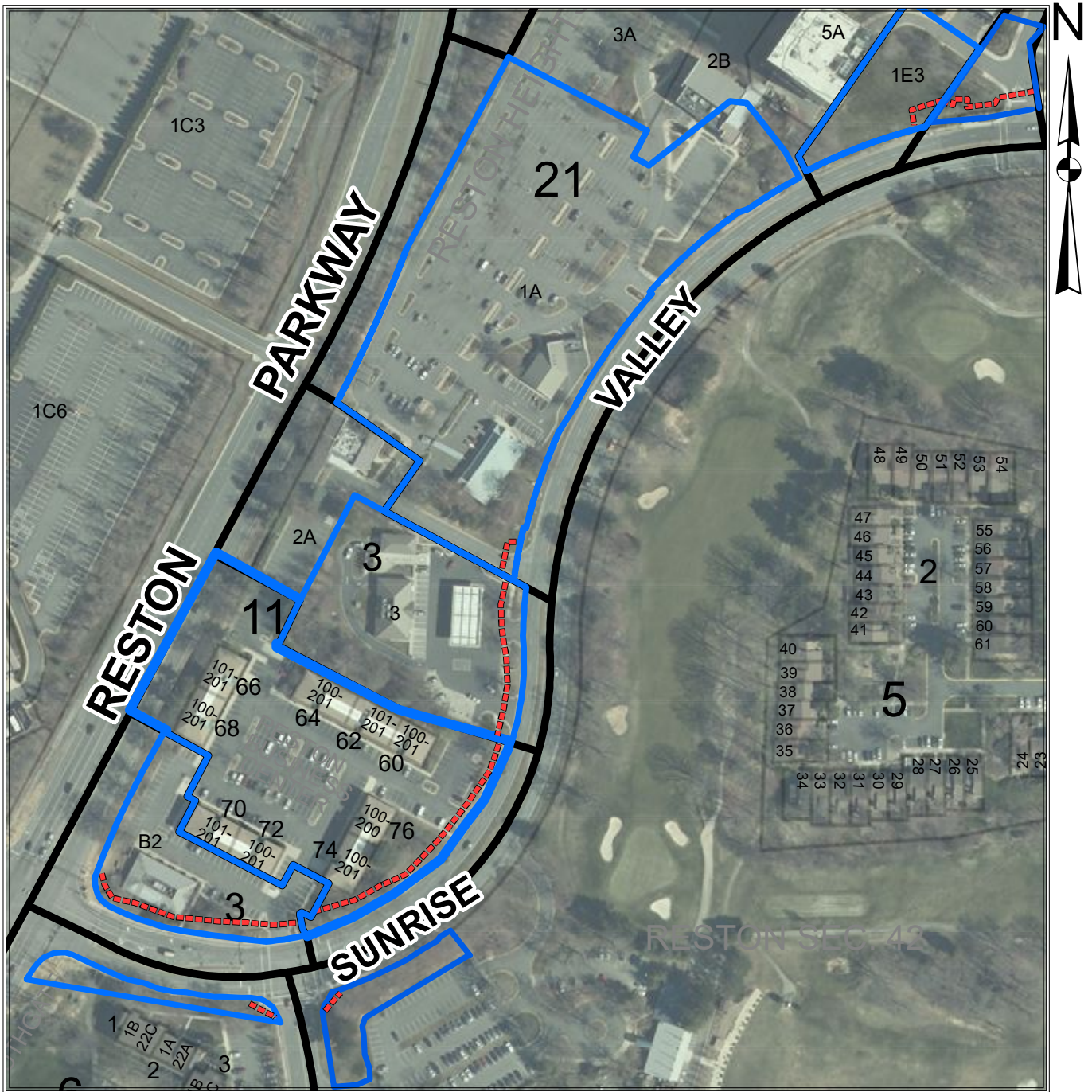
Attachment A - Project Location Maps
Attachment B - Project Location Maps
Attachment C - Listing of Affected Properties

STAFF:

Rachel Flynn, Deputy County Executive
Christina Jackson, Deputy County Executive/Chief Financial Officer
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Carey Needham, Deputy Director, DPWES, Capital Facilities
Gregg Steverson, Acting Director, Fairfax County Department of Transportation

ASSIGNED COUNSEL:

Randall Greehan, Assistant County Attorney



SUNRISE VALLEY DR WALKWAY FROM RESTON PKWY TO SOAPSTONE DR

Project: 2G40-085-002

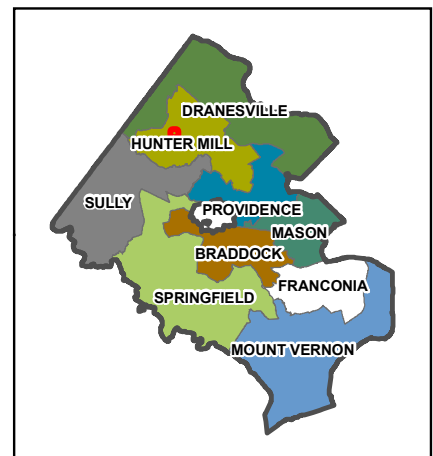
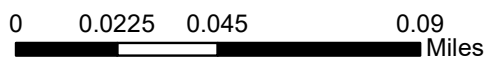
Hunter Mill District

Tax Map: 017-3 & 017-4

Affected Properties:



Proposed Improvements:





SUNRISE VALLEY DR WALKWAY FROM RESTON PKWY TO SOAPSTONE DR

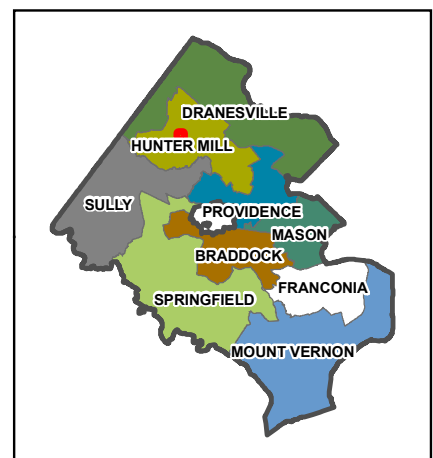
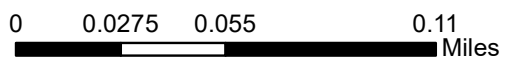
Project: 2G40-085-002
Hunter Mill District

Tax Map: 017-3 & 017-4

Affected Properties:



Proposed Improvements:



LISTING OF AFFECTED PROPERTIES
Project 2G40-085-002
Sunrise Valley Drive Walkway from Reston Parkway to Soapstone Drive
(Hunter Mill District)

PROPERTY OWNERS

- 1. Virginia Investment Partners 2019 LLC 017-4-11-0004A

Address:
11875 Sunrise Valley Dr.
Reston, VA 20191

- 2. BDC Sunrise Valley LLC 017-4-01-0010

Address:
11600 Sunrise Valley Dr.
Reston, VA 20191

- 3. Reston Heights Residential I LLC 017-3-21-0001A

Address:
11842 Sunrise Valley Dr.
Reston, VA 20191

- 4. MDC Coast 11 LLC 017-3-03-0003

Address:
11854 Sunrise Valley Dr.
Reston, VA 20191

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ACTION - 1

Approval of License Agreements with Bikes for the World for the Use of County-Owned Property at I-95 Landfill and West Ox Transfer Station (Mount Vernon and Springfield Districts)

ISSUE:

Board approval to license space at the I-95 Landfill and West Ox Transfer Station to Bikes for the World (BfW) to permit the temporary storage of bicycles as part of a recycling program.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize staff to execute licenses substantially in the form of Attachments 1 and 2.

TIMING:

Board action is requested on February 20, 2024, to allow BfW to continue its recycling programs at the I-95 Landfill and the West Ox Transfer Station.

BACKGROUND:

Bikes for the World is a Northern Virginia-based, tax-exempt public charity established pursuant to *Section 501(c)(3) of the Internal Revenue Code* whose mission is to make affordable, good-quality used bicycles available to low-income people around the globe. BfW accepts donations of old bicycles from residents at collection points throughout the Mid-Atlantic region and refurbishes them for delivery to end users in Asia, Africa, and Latin America. Since 2005, BfW has collected and redistributed more than 190,000 bicycles worldwide.

County staff entered into a license with BfW in 2011 that permitted the group to enclose a 12-foot by 12-foot area at both the I-95 Landfill at 9850 Furnace Road and the West Ox Transfer Station at 4618 West Ox Road for the temporary storage of donated bicycles. Approximately twice a month, BfW gathers the bicycles deposited in the collection areas and relocates them to their regional maintenance facility for refurbishment. BfW has recovered 3,170 salvageable bicycles from the I-95 Landfill and 7,734 bicycles from the West Ox Transfer Station over the past 5 years. The largest recipients of the restored bikes have been nonprofit organizations in Fairfax and Prince William Counties with a focus on providing essential transportation for refugees and other marginalized communities in Northern Virginia.

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BfW would like to renew the two license agreements for the bike collection areas. The agreements will have terms of five years and will not require BfW to pay any fees for use of the drop-off facilities in recognition of the environmental benefits of its recycling services. In addition, BfW provides community service opportunities involving the sorting and preparation of the bikes for delivery to their destinations. Local nonprofits and service organizations that have worked with BfW include Volunteer Fairfax, local Scout troops, and several Fairfax County Rotary and school groups. Since BfW is a charitable institution that provides services to County residents, the Board may permit BfW to use licensed space without payment of consideration pursuant to Va. Code Ann. § 15.2-953.

BfW will continue to coordinate its visits with Solid Waste site personnel to ensure that its recycling activities do not interfere with Landfill or Transfer Station operations.

EQUITY IMPACT:

Bikes for the World promotes the One Fairfax goal of creating a healthy and quality environment in which to live and work by promoting the conservation of resources through the recycling of bike materials. The group's advocacy for non-motorized means of transportation encourages behaviors that will lessen societal reliance on automobile usage and reduce the corresponding impacts that driving can cause to the environment.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – License Agreement between County and BfW for I-95 Landfill

Attachment 2 – License Agreement between County and BfW for West Ox Transfer Station

Attachment 3 – Location Map for I-95 Landfill

Attachment 4 – Location Map for West Ox Transfer Station

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Rachel Flynn, Deputy County Executive

Chris Herrington, Director, Dept. of Public Works and Environmental Services (DPWES)

Eric Forbes, Deputy Director, Solid Waste Management, DPWES

Jose Comayagua, Jr., Director, Facilities Management Department (FMD)

Mike Lambert, Assistant Director, FMD

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ASSIGNED COUNSEL:
John Dorsey, Assistant County Attorney

**COUNTY OF FAIRFAX
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT, dated _____, 2024 (“**License**” or “**Agreement**”), is between the **BOARD OF SUPERVISORS FOR FAIRFAX COUNTY, VIRGINIA (“County”)**, located at 12000 Government Center Parkway, Fairfax, Virginia 22035 and **BIKES FOR THE WORLD (“Licensee”)** located at 11720 Parklawn Drive, Rockville, Maryland 20852.

WHEREAS, the Licensee desires to license certain County-owned premises for the collection of bikes; and

WHEREAS, Licensee’s charitable mission is to provide quality used bicycles and parts available to lower-income people and it provides community service opportunities to individuals, including individuals and groups located in Fairfax County, and the County wishes to support this mission;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration stated herein, the parties mutually agree to the following terms and conditions:

1. **GRANT:**

The County hereby grants a non-exclusive license to the Licensee to enter the premises separately outlined and shown on **Exhibit A** attached hereto and made a part hereof, hereinafter referred to as the “**Premises,**” and to use the space available within the area identified in Exhibit A for Licensee’s use, subject to the conditions stated in this License Agreement and the Exhibits attached hereto.

- a) The Premises are located at the I-95 Landfill Complex located at 9850 Furnace Road, Lorton, Virginia, hereinafter referred to as the “**Property.**” The Premises shall be used by the Licensee solely for the Permitted Uses set forth below. The License Agreement hereby granted is not assignable by the Licensee. Licensee has no right to transfer or sublet any part of the Premises.
- b) Licensee acknowledges that it has had full opportunity to examine the Premises and accepts the Premises “AS IS”. This License Agreement does not grant any right to light or air over or about the Premises.

- c) Licensee agrees to confine its use of the Premises to the areas specifically described in Exhibit A of this License Agreement and to any common areas of the Property necessary for entering or leaving the Premises. Licensee agrees not to use, occupy or obstruct any portion of the Property not specifically licensed to Licensee.
- d) Licensee acknowledges and agrees that the County is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this License Agreement. The County exercises no care, custody, or control over the Licensee's stored property. All property stored within or at the Premises by the Licensee, its invitees, or users of the facility shall be stored at the Licensee's sole risk and Licensee shall take whatever steps are deemed necessary to safeguard such property. The County and County's employees and agents shall not be responsible or liable for any loss or damage to any property stored within or at the Premises, or items placed by users of the facility, resulting from or arising out of Licensee's use of the Premises from any cause whatsoever, including but not limited to: theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the County, or County's employees and agents.

2. **TERM AND RENT:**

Subject to the right to terminate set forth in Paragraph 18, the term of this License Agreement shall run for five (5) years beginning on July 1, 2023, and ending at midnight on June 30, 2028 (the "**Term**"), unless at least 30 days prior written notice of termination is given by either party to the other party or unless terminated as otherwise provided under the License Agreement. Licensee shall not have to pay any money as consideration for the use of the Premises during the term of the License Agreement, except as a result of any default under Paragraph 4.

3. **PERMITTED USE:**

Licensee warrants that the Premises will be used lawfully for the receipt and temporary storage of bicycles donated by the public to Licensee and for no other purpose and agrees to abide by all the laws and regulations of all lawful authorities related to said use.

4. **TERMINATION:**

- a) The License Agreement may be terminated by either party upon 30 days' written notice.

- b) Expiration or termination of this License Agreement by either party shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee prior to such expiration or termination.
- c) If either party terminates the License, Licensee will cease its operations on the Premises by close of business on the effective date of termination and vacate the Property by close of business on such date of termination. Further, the County is authorized, with or without process of law, to repossess the Premises, and, should Licensee fail to vacate the Premises as provided herein, the County is authorized to enter onto the Premises, and to expel and remove Licensee, together with all property of every kind belonging to it.
- d) If the Licensee abandons the Premises or ceases to operate or use the Premises for the intended use, the Licensee shall vacate the Premises within 30 days after (i) the County gives notice of such abandonment or (ii) Licensee ceases to operate or use the Premises.

5. **PARKING:**

Permanent parking of vehicles is not allowed. Licensee can park one (1) vehicle at the Property temporarily while Licensee removes the bikes from the Premises.

6. **MODIFICATION AND REPAIRS:**

- a) All improvements or modifications to the Premises, including but not limited to structural modifications or additions, shall be subject to prior written approval by the County. Licensee will submit plans and specifications for approval.
- b) If Licensee is approved to make improvements or modifications, the improvements and/or modifications shall be and remain the sole property of the County at the termination of the License Agreement. Licensee agrees that the County may, at its sole and absolute discretion, require such improvements and/or modifications to be removed and the Premises restored to its original condition, with such removal and restoration to be at the Licensee's expense.
- c) Licensee shall not place any of its organizational lettering, signs or objects on doors, windows or outside walls of the Premises without the permission of the County. No signs shall be visible from the landfill road.
- d) Licensee will, at its own expense, promptly repair all damage or perform any maintenance to the Premises caused by Licensee or its agents, guests, or invitees.
- e) Any renovations or improvements made or obtained by Licensee are made at Licensee's sole risk and expense, and the County will not be responsible for any claims for injury or loss of property due to renovation or improvements made by or for Licensee.

- f) Any movable partition, trade fixtures, floor covering, or equipment installed in the Premises at the Licensee's expense shall remain the property of the Licensee and must be removed by the Licensee.

7. **SERVICES PROVIDED BY THE COUNTY:**

- a) Licensee acknowledges that there are no utilities or water serving the Premises. The County will not be liable for any damage to Licensee's bikes or other personal property resulting from the lack of utilities or water to the Premises.
- b) The County may, but is not required to, provide maintenance to the Premises or the surrounding grounds during the term of this License Agreement. Licensee acknowledges that snow and ice may prevent access to the Premises during such periods, and that County is not responsible for such inaccessibility and said inaccessibility does not violate the terms of this License Agreement.
- c) The County, in consultation with Licensee, will provide signage indicating the purpose of the site and what items qualify for deposit by visitors (e.g., "Repairable bicycles only").
- d) The County will use reasonable efforts to educate Property staff regarding the purpose and process of the recycling program.
- e) The County will use reasonable efforts to direct visitors to the Premises and answer basic questions from visitors on the recycling program.
- f) Consistent with County and facility policy, staff will discourage scavenging and will communicate to the public that such items deposited on the Premises are intended for charitable use.
- g) In consultation with the Licensee, the County will assist in removing all items deposited by visitors which do not meet the criteria of the Licensee for re-purposing or facilitate such removal to the proper place within the facility, without expense to the Licensee.

8. **LIABILITY AND INSURANCE PROVISIONS:**

- a) **Liability for Damage to Personal Property and Person:** All personal property of the Licensee (including its employees, business invitees, customers, clients, etc.), its agents, family members, guests or trespassers, in and on the Premises, shall be and remain at the sole risk of the Licensee, and County will not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons. Notwithstanding the foregoing, nothing deposited on the Premises becomes the property of Licensee until such time as a representative of the Licensee determines that the item meets the criteria of usability established by the Licensee. The County will not be liable for any personal injury to the Licensee (including its employees, business invitees, licensees, customers or clients), arising from the use, occupancy and condition of the Property or the

Premises.

- b) **Hazardous Condition:** Licensee will not do anything or permit anything to be done or any hazardous condition to exist ("**Increased Risk**") which shall invalidate or cause the cancellation of the insurance policies carried by Licensee. If Licensee acts to cause or permits any Increased Risk which causes an increase in the cost of insurance policies then Licensee shall promptly pay (or, if the County (being under no obligation to do so) initially pays such amounts, shall reimburse County) for additional premiums attributable to any act, omission or operation of Licensee causing the increase in the premiums. Payment of additional premiums will not excuse Licensee from terminating or removing the Increased Risk unless County agrees in writing. Absent agreement, Licensee must promptly terminate or remove the Increased Risk.
- c) **Insurance Requirements:** The Licensee must during the Term provide the following:
- 1) **Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000** to protect the Licensee from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. This provision shall be waived if the Licensee is not required to procure Workers' Compensation under Virginia law and they execute a document, in writing and under penalty of perjury, that they are exempt from their State's statutory requirements to provide Workers' Compensation coverage in addition to waiving their rights under the Labor Code.
 - 2) **Commercial General Liability insurance in in limits of not less than of \$1,000,000 per occurrence / \$2,000,000 aggregate**, to protect the Licensee, its sublicensees, its contractors, and the interests of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the License Agreement.
 - 3) If the Licensee provides any services to minors, the General Liability policy shall include an endorsement or a separate policy must be obtained for Sexual/Physical Abuse and Molestation Coverage with

limits at least equal to the minimum requirements of said policy.

- 4) **Automobile Liability insurance for owned, non-owned and hired vehicles, in limits of not less than \$1,000,000 per occurrence/aggregate, including property damage**, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Licensee. In addition, all mobile equipment used by the Licensee in connection with the License Agreement, will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- 5) **Property Insurance on a “Special Peril” basis on personal property in an amount not less than the full insurable replacement value of such personal property**. Property insurance will include Business Interruption coverage for not less than the equivalent of twelve (12) month's rent.
- 6) Liability insurance may be arranged by policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 7) Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County’s risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 8) The Licensee agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- 9) After a period of five-years from the date of this License Agreement, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or

contemplated herein.

- 10) All insurance required by this subsection shall be written by insurers, in such forms, and shall contain such terms, as the County may reasonably require.

d) Proof Of Insurance Coverage

- 1) The Licensee will provide an original, signed Certificate of Insurance citing date, time, location and purpose of the use and such endorsements as prescribed herein.
 - 2) The Licensee will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Licensee 's insurance agent or representative.
 - 3) No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Licensee shall furnish a new certificate prior to any change or cancellation date. The failure of the Licensee to deliver a new and valid certificate will result in suspension of the use of the Premises.
 - 4) The Board of Supervisors of Fairfax County, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the insurance certificate that this coverage "is primary to all other coverage the County may possess."
- e) **Indemnification:** The Licensee hereby agrees to indemnify and hold harmless the County, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits including reasonable attorney fees, and the cost of appeals arising out of any claims or suits, because of the Licensee, including its sublicensees, agents, servants, employees, volunteers, business invitees, customers, guests or trespassers, arising from the use, occupancy and condition of the Premises.
- f) **Waiver of Subrogation:** Notwithstanding any provisions herein to the contrary, Licensee waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this License Agreement or

other insurance applicable to the Licensee. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Licensee.

9. **RESPONSIBILITIES OF LICENSEE:** Licensee agrees:

- a) Not to injure or deface or suffer to be injured or defaced the Premises or any part of the Property and to promptly replace or repair any damages to the Premises and any damage it causes to the Property.
- b) To keep the Premises in good order and condition at all times.
- c) Not to keep gasoline or other flammable material or any explosive material in or near the Premises. Licensee will not allow any equipment or practice that might void insurance coverage on the Premises.
- d) Not to allow on the Premises any illegal or unlawful activity, or any improper activity which will be noisy, boisterous or in any manner constitute a nuisance to adjacent properties.
- e) To supervise and conduct its activities in such a manner as to insure no disruption to landfill operations.
- f) Not to obstruct or use any portion of the Property that is not occupied by the Licensee for any other purpose than entering and exiting the Premises.
- g) To be responsible for all repairs or maintenance or other damages caused by Licensee's use or occupancy of the Premises.
- h) To visit the site at least once every two weeks to assess the need to collect the bicycles from the Premises. If requested by the County, Licensee must collect the bicycles from the Premises within forty-eight (48) hours of such request.

10. **DAMAGE BY FIRE OR CASUALTY:**

If the Premises or any essential part of the Premises is destroyed or damaged by fire or other casualty, so as to render it unfit for the use for which licensed, and the County, at its option, determines that use of the Premises shall cease, the County shall be entitled to terminate this License Agreement upon 15 days written notice. The County shall have the right, at its option, to repair such destruction or damage and Licensee shall, when the Premises is rendered fit for purposes for which licensed, continue to use the Premises as provided in the License Agreement.

11. **WAIVER:**

The County will not be liable for and the Licensee releases the County and its agents, employees, volunteers, contractors, and waives all claims for, damage to person or property sustained by the Licensee or any occupant of the Premises resulting from the Premises or any equipment or appurtenance becoming out of repair, or resulting from an accident at the Property,

or resulting directly or indirectly from any act, omission or incidence of neglect of any Licensee or occupant of the Property.

12. **NOTICE OF DEFECTS:**

Licensee must give the County prompt written notice of accidents or defects on or about the Premises or damages to the Premises.

13. **INTEREST IN PROPERTY:**

Nothing in this License Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.

14. **COMPLIANCE WITH LAWS:**

Licensee shall not use, nor permit its volunteers or employees to use or occupy any portion of the Premises for any unlawful purpose or without purpose and will obey all present and future laws, ordinances, regulations, and orders of the United States of America, the Commonwealth of Virginia, any locality including but not limited to the County of Fairfax, and any subdivision and/or agency of such entities, relating to Licensee's use of the Premises.

15. **SURRENDER OF POSSESSION:**

Licensee agrees to remove all its goods, equipment and effects from the Premises in the event this License Agreement expires or is terminated and will leave the Premises in a clean condition reasonably acceptable to the County.

16. **ASSIGNMENT:**

Licensee may not transfer or assign this License, nor sublet any part of the Premises without the written consent of the County.

17. **RULES AND REGULATIONS:**

Licensee and its agents and employees must abide by and observe such reasonable rules and regulations as may be promulgated from time to time by the County for the operation and maintenance of the Property.

18. **INTENTIONALLY OMITTED.**

19. **COUNTY'S FINANCIAL OBLIGATION:**

To the extent the County has any financial obligations under this License Agreement, such financial obligations are subject to appropriations by the County to satisfy payment of such obligations.

20. **NO PARTNERSHIP:**

Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture of or between the County and the Licensee.

21. **COMMON AREAS:**

The County reserves the right to alter the Property, as deemed necessary by the County in its sole discretion, so long as such alteration does not interfere with the Licensee's reasonable use of the Premises for the purposes licensed for. This includes but is not limited to the parking area, grounds, etc. and such right shall not be infringed by Licensee.

22. **SEVERABILITY:**

If any clause or provision of this License Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this License Agreement, it is the intention of the parties that the remainder of this License Agreement shall not be affected thereby.

23. **ACCESS:**

Licensee may access the Premises for the removal of bicycles without notice during normal operating hours but must contact the supervisor on duty upon arrival at the Property. Licensee's service personnel must sign in at the administrative building each time they access the Property to remove equipment. Access outside normal operating hours must be prearranged in advance with the supervisor on duty so that the night guard can be advised to allow access. Licensee shall not be entitled to its own key to the Property.

24. **NOTICES:**

All notices given hereunder shall be sent by certified or registered mail and addressed as follows:

If to the County: Fairfax County Facilities Management Department
 Attn: Leasing Manager
 12000 Government Center Parkway, Suite 424
 Fairfax, Virginia 22035

If to Licensee: Bikes for the World
 11720 Parklawn Drive
 Rockville, MD 20852

25. **HAZARDOUS SUBSTANCE:**

Neither Licensee nor its employees shall cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Parking Lot in violation of any Environmental Laws.

"Hazardous Substance" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), or any other applicable Environmental Law, and any medical, infectious and/or chemotherapeutic waste.

"Environmental Laws" means all federal state, and local laws, statutes, ordinances and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretation, decisions, orders and directives with respect thereto.

26. **APPLICABLE LAW:**

This Agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Virginia. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this License Agreement shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

27. **ENTIRE AGREEMENT:**

This License Agreement contains the entire agreement between the County and the Licensee. Oral statements, representations, and prior agreements not contained or referenced in this License Agreement, shall have no force or effect. This License Agreement may be modified only in writing executed by both parties.

28. **COUNTERPARTS; ELECTRONIC SIGNATURE:**

This License Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

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IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

BIKES FOR THE WORLD

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

By: Taylor Jones
Executive Director

By: Ellicia L. Seard-McCormick
Deputy County Executive

Date: _____

Date: _____

COUNTY OF FAIRFAX
LICENSE AGREEMENT

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WHEREAS, the Licensee desires to license certain County-owned premises for the collection of bikes; and

WHEREAS, Licensee’s charitable mission is to provide quality used bicycles and parts available to lower-income people and it provides community service opportunities to individuals, including individuals and groups located in Fairfax County, and the County wishes to support this mission;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration stated herein, the parties mutually agree to the following terms and conditions:

1. **GRANT:**

The County hereby grants a non-exclusive license to the Licensee to enter the premises separately outlined and shown on **Exhibit A** attached hereto and made a part hereof, hereinafter referred to as the “**Premises**,” and to use the space available within the area identified in Exhibit A for Licensee’s use, subject to the conditions stated in this License Agreement and the Exhibits attached hereto.

- a) The Premises are located at the I-66 Transfer Station located at 4618 West Ox Road, Fairfax, Virginia, hereinafter referred to as the “**Property**.” The Premises shall be used by the Licensee solely for the Permitted Uses set forth below. The License Agreement hereby granted is not assignable by the Licensee. Licensee has no right to transfer or sublet any part of the Premises.
- b) Licensee acknowledges that it has had full opportunity to examine the Premises and accepts the Premises “AS IS”. This License Agreement does not grant any right to light or air over or about the Premises.

- c) Licensee agrees to confine its use of the Premises to the areas specifically described in Exhibit A of this License Agreement and to any common areas of the Property necessary for entering or leaving the Premises. Licensee agrees not to use, occupy or obstruct any portion of the Property not specifically licensed to Licensee.
- d) Licensee acknowledges and agrees that the County is not a warehouseman engaged in the business of storing goods for hire, and no bailment is created by this License Agreement. The County exercises no care, custody, or control over the Licensee's stored property. All property stored within or at the Premises by the Licensee, its invitees, or users of the facility shall be stored at the Licensee's sole risk and Licensee shall take whatever steps are deemed necessary to safeguard such property. The County and County's employees and agents shall not be responsible or liable for any loss or damage to any property stored within or at the Premises, or items placed by users of the facility, resulting from or arising out of Licensee's use of the Premises from any cause whatsoever, including but not limited to: theft, mysterious disappearance, mold, mildew, vandalism, fire, smoke, water, flood, hurricanes, rain, tornadoes, explosions, rodents, insects, Acts of God, or the active or passive acts or omissions or negligence of the County, or County's employees and agents.

2. **TERM AND RENT:**

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- b) Expiration or termination of this License Agreement by either party shall not relieve or release Licensee from any liability or obligation which may have been incurred or assumed by Licensee prior to such expiration or termination.
- c) If either party terminates the License, Licensee will cease its operations on the Premises by close of business on the effective date of termination and vacate the Property by close of business on such date of termination. Further, the County is authorized, with or without process of law, to repossess the Premises, and, should Licensee fail to vacate the Premises as provided herein, the County is authorized to enter onto the Premises, and to expel and remove Licensee, together with all property of every kind belonging to it.
- d) If the Licensee abandons the Premises or ceases to operate or use the Premises for the intended use, the Licensee shall vacate the Premises within 30 days after (i) the County gives notice of such abandonment or (ii) Licensee ceases to operate or use the Premises.

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- b) If Licensee is approved to make improvements or modifications, the improvements and/or modifications shall be and remain the sole property of the County at the termination of the License Agreement. Licensee agrees that the County may, at its sole and absolute discretion, require such improvements and/or modifications to be removed and the Premises restored to its original condition, with such removal and restoration to be at the Licensee's expense.
- c) Licensee shall not place any of its organizational lettering, signs or objects on doors, windows or outside walls of the Premises without the permission of the County. No signs shall be visible from the landfill road.
- d) Licensee will, at its own expense, promptly repair all damage or perform any maintenance to the Premises caused by Licensee or its agents, guests, or invitees.
- e) Any renovations or improvements made or obtained by Licensee are made at Licensee's sole risk and expense, and the County will not be responsible for any claims for injury or loss of property due to renovation or improvements made by or for Licensee.

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- c) The County, in consultation with Licensee, will provide signage indicating the purpose of the site and what items qualify for deposit by visitors (e.g., "Repairable bicycles only").
- d) The County will use reasonable efforts to educate Property staff regarding the purpose and process of the recycling program.
- e) The County will use reasonable efforts to direct visitors to the Premises and answer basic questions from visitors on the recycling program.
- f) Consistent with County and facility policy, staff will discourage scavenging and will communicate to the public that such items deposited on the Premises are intended for charitable use.
- g) In consultation with the Licensee, the County will assist in removing all items deposited by visitors which do not meet the criteria of the Licensee for re-purposing or facilitate such removal to the proper place within the facility, without expense to the Licensee.

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- a) **Liability for Damage to Personal Property and Person:** All personal property of the Licensee (including its employees, business invitees, customers, clients, etc.), its agents, family members, guests or trespassers, in and on the Premises, shall be and remain at the sole risk of the Licensee, and County will not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons. Notwithstanding the foregoing, nothing deposited on the Premises becomes the property of Licensee until such time as a representative of the Licensee determines that the item meets the criteria of usability established by the Licensee. The County will not be liable for any personal injury to the Licensee (including its employees, business invitees, licensees, customers or clients), arising from the use, occupancy and condition of the Property or the

Premises.

- b) **Hazardous Condition:** Licensee will not do anything or permit anything to be done or any hazardous condition to exist ("**Increased Risk**") which shall invalidate or cause the cancellation of the insurance policies carried by Licensee. If Licensee acts to cause or permits any Increased Risk which causes an increase in the cost of insurance policies then Licensee shall promptly pay (or, if the County (being under no obligation to do so) initially pays such amounts, shall reimburse County) for additional premiums attributable to any act, omission or operation of Licensee causing the increase in the premiums. Payment of additional premiums will not excuse Licensee from terminating or removing the Increased Risk unless County agrees in writing. Absent agreement, Licensee must promptly terminate or remove the Increased Risk.
- c) **Insurance Requirements:** The Licensee must during the Term provide the following:
- 1) **Statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$1,000,000** to protect the Licensee from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia. This provision shall be waived if the Licensee is not required to procure Workers' Compensation under Virginia law and they execute a document, in writing and under penalty of perjury, that they are exempt from their State's statutory requirements to provide Workers' Compensation coverage in addition to waiving their rights under the Labor Code.
 - 2) **Commercial General Liability insurance in in limits of not less than of \$1,000,000 per occurrence / \$2,000,000 aggregate**, to protect the Licensee, its sublicensees, its contractors, and the interests of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the License Agreement.
 - 3) If the Licensee provides any services to minors, the General Liability policy shall include an endorsement or a separate policy must be obtained for Sexual/Physical Abuse and Molestation Coverage with

limits at least equal to the minimum requirements of said policy.

- 4) **Automobile Liability insurance for owned, non-owned and hired vehicles, in limits of not less than \$1,000,000 per occurrence/aggregate, including property damage**, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Licensee. In addition, all mobile equipment used by the Licensee in connection with the License Agreement, will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- 5) **Property Insurance on a “Special Peril” basis on personal property in an amount not less than the full insurable replacement value of such personal property**. Property insurance will include Business Interruption coverage for not less than the equivalent of twelve (12) month's rent.
- 6) Liability insurance may be arranged by policies for the full limits required, or by a combination of underlying liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- 7) Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the County's risk manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County.
- 8) The Licensee agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- 9) After a period of five-years from the date of this License Agreement, the County may reasonably require higher limits of insurance or additional insurance coverage against other hazards for which insurance is reasonably obtainable and which, at the time, are commonly insured against in the case of similar properties conducting similar activities within the geographic area of the Property, whether or not such additional insurance requirements are otherwise described or

contemplated herein.

- 10) All insurance required by this subsection shall be written by insurers, in such forms, and shall contain such terms, as the County may reasonably require.

d) Proof Of Insurance Coverage

- 1) The Licensee will provide an original, signed Certificate of Insurance citing date, time, location and purpose of the use and such endorsements as prescribed herein.
 - 2) The Licensee will provide on demand certified copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Licensee 's insurance agent or representative.
 - 3) No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day written notice to the County. The Licensee shall furnish a new certificate prior to any change or cancellation date. The failure of the Licensee to deliver a new and valid certificate will result in suspension of the use of the Premises.
 - 4) The Board of Supervisors of Fairfax County, its officers, employees and volunteers, shall be named as an "additional insured" on the General Liability and automobile policies and it shall be stated on the insurance certificate that this coverage "is primary to all other coverage the County may possess."
- e) **Indemnification:** The Licensee hereby agrees to indemnify and hold harmless the County, its officers, employees, volunteers and agents, from any and all claims for bodily injuries and personal injuries, death or property damage, including cost or investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any errors, omissions, claims or suits including reasonable attorney fees, and the cost of appeals arising out of any claims or suits, because of the Licensee, including its sublicensees, agents, servants, employees, volunteers, business invitees, customers, guests or trespassers, arising from the use, occupancy and condition of the Premises.
- f) **Waiver of Subrogation:** Notwithstanding any provisions herein to the contrary, Licensee waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against the County and other additional insureds for losses paid under the insurance policies required by this License Agreement or

other insurance applicable to the Licensee. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Licensee.

9. **RESPONSIBILITIES OF LICENSEE:** Licensee agrees:

- a) Not to injure or deface or suffer to be injured or defaced the Premises or any part of the Property and to promptly replace or repair any damages to the Premises and any damage it causes to the Property.
- b) To keep the Premises in good order and condition at all times.
- c) Not to keep gasoline or other flammable material or any explosive material in or near the Premises. Licensee will not allow any equipment or practice that might void insurance coverage on the Premises.
- d) Not to allow on the Premises any illegal or unlawful activity, or any improper activity which will be noisy, boisterous or in any manner constitute a nuisance to adjacent properties.
- e) To supervise and conduct its activities in such a manner as to insure no disruption to the transfer station operations.
- f) Not to obstruct or use any portion of the Property that is not occupied by the Licensee for any other purpose than entering and exiting the Premises.
- g) To be responsible for all repairs or maintenance or other damages caused by Licensee's use or occupancy of the Premises.
- h) To visit the site at least once every two weeks to assess the need to collect the bicycles from the Premises. If requested by the County, Licensee must collect the bicycles from the Premises within forty-eight (48) hours of such request.

10. **DAMAGE BY FIRE OR CASUALTY:**

If the Premises or any essential part of the Premises is destroyed or damaged by fire or other casualty, so as to render it unfit for the use for which licensed, and the County, at its option, determines that use of the Premises shall cease, the County shall be entitled to terminate this License Agreement upon 15 days written notice. The County shall have the right, at its option, to repair such destruction or damage and Licensee shall, when the Premises is rendered fit for purposes for which licensed, continue to use the Premises as provided in the License Agreement.

11. **WAIVER:**

The County will not be liable for and the Licensee releases the County and its agents, employees, volunteers, contractors, and waives all claims for, damage to person or property sustained by the Licensee or any occupant of the Premises resulting from the Premises or any equipment or appurtenance becoming out of repair, or resulting from an accident at the Property,

or resulting directly or indirectly from any act, omission or incidence of neglect of any Licensee or occupant of the Property.

12. **NOTICE OF DEFECTS:**

Licensee must give the County prompt written notice of accidents or defects on or about the Premises or damages to the Premises.

13. **INTEREST IN PROPERTY:**

Nothing in this License Agreement shall be interpreted to create anything other than a license and shall specifically not create any right, title or interest in property nor shall it create an easement.

14. **COMPLIANCE WITH LAWS:**

Licensee shall not use, nor permit its volunteers or employees to use or occupy any portion of the Premises for any unlawful purpose or without purpose and will obey all present and future laws, ordinances, regulations, and orders of the United States of America, the Commonwealth of Virginia, any locality including but not limited to the County of Fairfax, and any subdivision and/or agency of such entities, relating to Licensee's use of the Premises.

15. **SURRENDER OF POSSESSION:**

Licensee agrees to remove all its goods, equipment and effects from the Premises in the event this License Agreement expires or is terminated and will leave the Premises in a clean condition reasonably acceptable to the County.

16. **ASSIGNMENT:**

Licensee may not transfer or assign this License, nor sublet any part of the Premises without the written consent of the County.

17. **RULES AND REGULATIONS:**

Licensee and its agents and employees must abide by and observe such reasonable rules and regulations as may be promulgated from time to time by the County for the operation and maintenance of the Property.

18. **INTENTIONALLY OMITTED.**

19. **COUNTY'S FINANCIAL OBLIGATION:**

To the extent the County has any financial obligations under this License Agreement, such financial obligations are subject to appropriations by the County to satisfy payment of such obligations.

20. **NO PARTNERSHIP:**

Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture of or between the County and the Licensee.

21. **COMMON AREAS:**

The County reserves the right to alter the Property, as deemed necessary by the County in its sole discretion, so long as such alteration does not interfere with the Licensee's reasonable use of the Premises for the purposes licensed for. This includes but is not limited to the parking area, grounds, etc. and such right shall not be infringed by Licensee.

22. **SEVERABILITY:**

If any clause or provision of this License Agreement is illegal, invalid or unenforceable under present or future laws in effect during the term of this License Agreement, it is the intention of the parties that the remainder of this License Agreement shall not be affected thereby.

23. **ACCESS:**

Licensee may access the Premises for the removal of bicycles without notice during normal operating hours but must contact the supervisor on duty upon arrival at the Property. Licensee's service personnel must sign in at the administrative building each time they access the Property to remove equipment. Access outside normal operating hours must be prearranged in advance with the supervisor on duty so that the night guard can be advised to allow access. Licensee shall not be entitled to its own key to the Property.

24. **NOTICES:**

All notices given hereunder shall be sent by certified or registered mail and addressed as follows:

If to the County: Fairfax County Facilities Management Department
 Attn: Leasing Manager
 12000 Government Center Parkway, Suite 424
 Fairfax, Virginia 22035

If to Licensee: Bikes for the World
 11720 Parklawn Drive
 Rockville, MD 20852

25. **HAZARDOUS SUBSTANCE:**

Neither Licensee nor its employees shall cause or permit any Hazardous Substance to be brought upon, kept or used in or about the Parking Lot in violation of any Environmental Laws.

"Hazardous Substance" means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601 et seq.), or any other applicable Environmental Law, and any medical, infectious and/or chemotherapeutic waste.

"Environmental Laws" means all federal state, and local laws, statutes, ordinances and codes relating to the use, storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Substance and the rules, regulations, policies, guidelines, interpretation, decisions, orders and directives with respect thereto.

26. **APPLICABLE LAW:**

This Agreement shall be governed by and enforced in accordance with the laws of the Commonwealth of Virginia. The only proper jurisdiction and venue for any lawsuit arising out of or relating to this License Agreement shall be the Circuit Court of Fairfax County or the United States District Court for the Eastern District of Virginia.

27. **ENTIRE AGREEMENT:**

This License Agreement contains the entire agreement between the County and the Licensee. Oral statements, representations, and prior agreements not contained or referenced in this License Agreement, shall have no force or effect. This License Agreement may be modified only in writing executed by both parties.

28. **COUNTERPARTS; ELECTRONIC SIGNATURE:**

This License Agreement may be executed and delivered in any number of counterparts, in the original or by electronic transmission, each of which so executed and delivered will be deemed to be an original and all of which will constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have affixed their signatures all as of the date first above written.

BIKES FOR THE WORLD

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

By: Taylor Jones
Executive Director

By: Ellicia L. Seard-McCormick
Deputy County Executive

Date: _____

Date: _____

Exhibit A
Location Map for I-95 Landfill
9850 Furnace Road
Lorton, VA 22079

Bikes for the World
Premises
Area - 300 sq ft

Lot B
Convenience
Center

Furnace Road

95





Exhibit A

**Location Map for
I-66 Transfer Station**

4618 West Ox Road
Fairfax, VA 22030

ACTION – 2

Approval of a Project Agreement Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2024 Transit Assistance Grant Funds

ISSUE:

Approval for the Director of the Fairfax County Department of Transportation (FCDOT), or their designee, to sign a Project Agreement with DRPT to enable the County's receipt of FY 2024 transit capital assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Fairfax County Department of Transportation, or their designee, to sign a Project Agreement between DRPT and Fairfax County, shown in substantial form as Attachment 1, for FY 2024 transit capital assistance. This is the last of 12 agreements from DRPT, 11 of which were reviewed by the Board of Supervisors on January 23, 2024.

TIMING:

The Board of Supervisors should act on this item on February 20, 2024, so that DRPT can release FY 2024 transit capital funding to Fairfax County.

BACKGROUND:

Fairfax County and DRPT entered into a revised Master Agreement for the Use of Commonwealth Transportation Funds on August 19, 2020. This agreement forms the basis for allocating numerous transportation project grant funds to Fairfax County, including transit capital and operating assistance for the Fairfax Connector. The Master Agreement governs the allocation of funds for the project listed below.

DRPT Capital and Operating Assistance Project Agreements – Total Grant Funds:
\$125,000

- For more than 30 years, the Commonwealth has disbursed state transit assistance to the Northern Virginia jurisdictions through the Northern Virginia Transportation Commission (NVTC). Pursuant to the Code of Virginia, NVTC uses a Subsidy Allocation Model (SAM) to distribute regional transit funding among the jurisdictions. Funds from the following agreements will be distributed to Fairfax County:

Board Agenda Item
February 20, 2024

- Attachment 1 (Grant Number 73023-46) –Purchase Four (4) Replacement Support Vehicles: \$125,000

EQUITY IMPACT:

The use of these grant funds should have a neutral or positive impact on equity. The agreement included in this Board item is for transit capital assistance. The Fairfax Connector transit service is required by statute to meet the requirements of Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in federally funded programs, including public transportation. A detailed Title VI analysis of the transit system is completed every three years.

FISCAL IMPACT:

The attached agreement includes \$125,000 in funding for approved Fairfax County transit capital project assistance for FY 2024, including \$85,000 in state funds and a required local share match of \$40,000. The County will be responsible for any costs beyond the amounts supported by the agreements. This award was anticipated in the FY 2024 Adopted Budget Plan for Fund 40000, County Transit Systems, and the portions needed to support bus operations and capital purchases in FY 2024, including funding required to satisfy the local match, are already included in the existing appropriation. There is no additional fiscal impact associated with this agreement.

ENCLOSED DOCUMENTS:

Attachment 1: Agreement for Project Number 73023-46 – Four Replacement Support Vehicles

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

Brent Riddle, Chief, Coordination Section, FCDOT

Sara Allred, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2023
Six Year Improvement Program Approved Project
Project Number 73023-46**

This Project Agreement by and between the Commonwealth of Virginia Department of Rail and Public Transportation (“Department”) and Fairfax County (“Grantee”) (collectively, the “Parties”), is for the provision of funding the Project, and is made and entered into on the date this document is signed by the last signing party.

WHEREAS, the Northern Virginia Transportation Commission ("NVTC"), as authorized agent of the Grantee, submitted an application on the Grantee's behalf to the Capital Assistance Program for Project funding; and

WHEREAS, the NVTC will manage the funding for this Project; and

WHEREAS, the Department has approved funding for the Project and on June 21, 2022, the Commonwealth Transportation Board (“CTB”) allocated funding for the Project; and

WHEREAS, the Parties wish to define the extent of the Project, the responsibilities of the Parties, the manner of performing the necessary work, the method and time of payment, and other terms and conditions associated with the Project.

NOW, THEREFORE, in consideration of the covenants and agreements set forth, and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE 1. SCOPE OF WORK, TERM AND BUDGET

1. Under the terms of this Project Agreement, the Grantee shall:
 - a. Purchase four replacement support vehicles.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$85,000 for the Project approved in the Fiscal Year 2023 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

**ARTICLE 2. INCORPORATION OF MASTER AGREEMENT
FOR USE OF COMMONWEALTH TRANSPORTATION FUNDS**

The Master Agreement for Use of Commonwealth Transportation Funds agreed and executed by the Parties dated August 19, 2020 (“Master Agreement”), is hereby incorporated by reference, as if set out in full herein. Terms not defined in this Project Agreement are defined in the Master Agreement.

IN TESTIMONY THEREOF, the Department and the Grantee have caused this Agreement to be executed, each by its duly authorized officers.

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase Four Replacement Support Vehicles

Capital Assistance Program Project Agreement

Project Number: 73023-46

Project Start Date: July 1, 2022

Project Expiration Date: June 30, 2024

Fund Code		Item Amount
477	Grant Amount (State share of Project cost - 68%)	\$ 85,000
1400	Local expense (share of Project cost - 32%)	\$ 40,000
	Total Project Expense	\$125,000

In no event shall this grant exceed \$85,000.

Board Agenda Item
February 20, 2024

ACTION - 3

Resolution to Support the Abandonments and Additions of Various Roads Associated with the Fairfax County Parkway (Route 286) Extension by the Virginia Department of Transportation (VDOT) (Franconia, Mount Vernon, and Springfield Districts)

ISSUE:

Board adoption of the attached resolution (Attachment I) supporting the VDOT's abandonments of portions of Hooes Road (Route 636), Rolling Road (Route 638), and Donegal Lane (Route 8440); and the additions of portions of Fairfax County Parkway (Route 286), Hooes Road (Route 636), Rolling Road (638), Odell Street (Route 6922), Barta Road (Route 820), and Barkers Court (Route 6991).

RECOMMENDATION:

The County Executive recommends that the Board adopt the attached resolution (Attachment I) supporting the abandonments and additions of portions of the aforementioned roads.

TIMING:

The Board should take action on February 20, 2024, so that VDOT has the support of the Board to finalize the abandonments and additions in the State maintenance inventory.

BACKGROUND:

The Fairfax County Department of Transportation (FCDOT) received a request from VDOT on the abandonments and additions of portions of various roads.

VDOT has requested the support of the County by a Board Resolution, pursuant to *Section 33.2-310 of the Code of Virginia*, to add a portion of Fairfax County Parkway (Route 286) into the State's Primary System of Highways. VDOT has also requested the support of the County by a Board Resolution, pursuant to *Section 33.2-912 of the Code of Virginia*, to abandon portions of Hooes Road (Route 636), Rolling Road (Route 638), and Donegal Lane (Route 8440) from the State's Secondary System of Highways; and, pursuant to *Section 33.2-705 of the Code of Virginia*, to add portions of Hooes Road (Route 636), Rolling Road (Route 638), Odell Street (Route 6922), Barta Road (Route 820), and Barkers Court (Route 6991) into the State's Secondary System of Highways. The subject abandonments and additions listed above and shown on the

Board Agenda Item
February 20, 2024

subsequent map sketches (Attachment III) are the result of the completion of VDOT Project #R000-029-249 C514 & Phase III, Fairfax County Parkway Extension. A portion of Rolling Road (Route 638) is labeled as renumbered from Route 639 to Route 638 on the attached sketches; however, this change is made through an internal VDOT process and does not require County action. The various roads associated with this Resolution have been relocated, extended, or realigned alongside the extension of the Fairfax County Parkway and now need to be updated in the VDOT Primary and Secondary Highway Maintenance Systems.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I: Resolution

Attachment II: VDOT Project #R000-029-249 C514, Fairfax County Parkway Extension Plan Sheets

Attachment III: Abandonments and Additions Sketch Sheets

Attachment IV: Abandonments and Additions Link Sheet

Attachment V: Vicinity Map

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Jeff Hermann, Chief, Site Analysis & Transportation Planning Division, FCDOT

Gregory Fuller, Jr., Chief, Site Analysis Section (SAS), FCDOT

Brittany Nixon, Transportation Planner IV, SAS, FCDOT

Jeffrey Edmondson, Transportation Planner III, SAS, FCDOT

ASSIGNED COUNSEL:

Randall T. Greehan, Assistant County Attorney

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
ABANDONMENTS AND ADDITIONS
FAIRFAX COUNTY PARKWAY, HOOES ROAD, ROLLING ROAD, DONEGAL LANE,
ODELL STREET, BARTA ROAD, BARKERS COURT

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, February 20, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Virginia Department of Transportation has completed the Project #R000-029-249 C514 & Phase III, Fairfax County Parkway Extension, which improved Fairfax County Parkway (Route 286); and

WHEREAS, the project sketch and link sheet, attached and incorporated herein as attachments, defines adjustments required in the Primary and Secondary System of State Highways as a result of Project #R000-029-249 C514 & Phase III; and

WHEREAS, the Fairfax County Parkway was extended and various roads were relocated, extended, or realigned, as a result of the completion of the Virginia Department of Transportation project, and are identified on the project sketch and link sheet to be abandoned and added, due to the improvement project of Fairfax County Parkway;

NOW THEREFORE, BE IT RESOLVED, that this Board hereby requests that the Virginia Department of Transportation abandon the portions of Routes 636, 8440, and 638, identified on the project sketch and link sheet, from the Secondary System of State Highways, pursuant to §33.2-912 of the Code of Virginia; add the portions of Routes 6991, 636, 638, 6922, and 820, identified on the project sketch and link sheet, to the Secondary System of State Highways, pursuant to §33.2-705 of the Code of Virginia; and add the portion of Route 286, identified on the project sketch and link sheet, to the Primary System of State Highways, pursuant to §33.2-310. A copy of this resolution will be forwarded to the Resident Engineer for the Virginia Department of Transportation.

ADOPTED this 20th day of February, 2024

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

#CON# #REF001 #REF002 #REF003 #REF004 #REF005 #REF006
 #CONLEV #LEV001 #LEV002 #LEV003 #LEV004 #LEV005 #LEV006

LIMITED ACCESS HIGHWAY By Resolution of Commonwealth Transportation Board dated March 15, 2004

FOR INDEX OF SHEETS SEE SHEET 1B



COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE OF PROPOSED
 STATE HIGHWAY
 FAIRFAX COUNTY PARKWAY-PHASE III
 DESIGN-BUILD PROJECT
 FINAL SUBMISSION

From: Franconia-Springfield Parkway Interchange Bridge
 To: Fort Belvoir North Area (FBNA)

FHWA 534 DATA 3E/01	STATE	FEDERAL AID PROJECT	ROUTE	STATE PROJECT	SHEET NO.
	VA.		7100	(FOI)000-029-249	1

FAIRFAX COUNTY PARKWAY - FUNCTIONAL CLASSIFICATION AND TRAFFIC DATA	
From:	From: Franconia-Springfield Parkway Interchange Bridge
To:	To: Fort Belvoir North Area (FBNA)
FUNCTIONAL CLASSIFICATION	Urban Other Principal Arterial - Divided - Rolling
MIN. DESIGN SPEED	50 MPH
ADT (2010)	59,500 (Existing Rolling Road)
ADT (2032)	67,000
DHW	7,450
D (2) (design hour)	46% (Westbound), 54% (Eastbound)
T (2) (design hour)	8%
V (MPH)	50
TC STD.	TC-5.01 (URBAN - PAGE 802.30 VDOT 2008 ROAD & BRIDGE STANDARDS)
GEOMETRIC STD.	GS-5

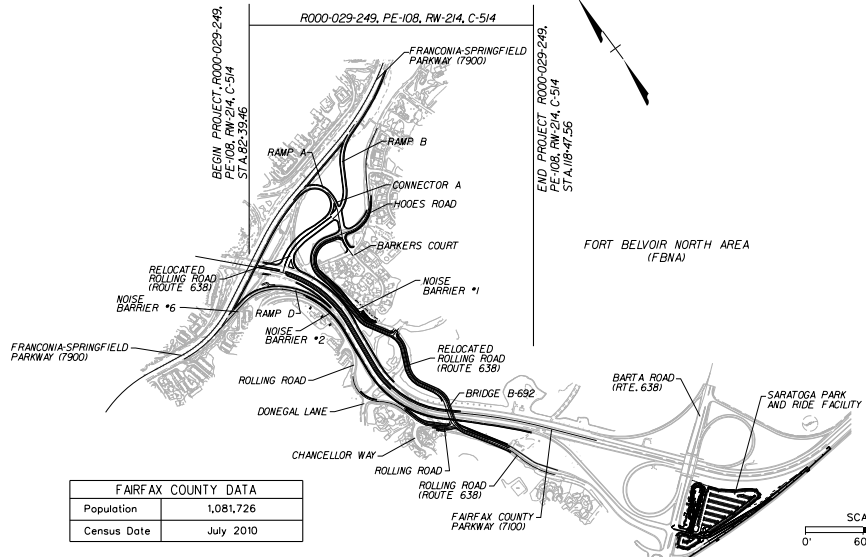
NOTE: FOR FUNCTIONAL CLASSIFICATION AND DESIGN DATA FOR OTHER ROADWAYS, REFER TO SHEET 1G(1).



PROJECT MANAGER: Mr. Sid Siddiqui, PE - (703) 383-2075 - VDOT NOVA District
 SURVEYED BY: ...
 DESIGN SUPERVISED BY: ...
 DESIGNED BY: ...

CONVENTIONAL SIGNS

STATE LINE	---
COUNTY LINE	---
CITY/TOWN OR VILLAGE	---
RIGHT OF WAY LINE	---
FENCE LINE	---
UNFENCED PROPERTY LINE	---
FENCED PROPERTY LINE	---
WATER LINE	---
SANITARY SEWER LINE	---
GAS LINE	---
ELECTRIC UNDERGROUND CABLE	---
TRAYED WIRE	---
GUARD RAIL	---
RETAINING WALL	---
RAILROADS	---
BASE OR SURVEY LINE	---
LEVEES OR EMBANKMENT	---
BRIDGES	---
CULVERTS	---
DROP INLET	---
POWER POLES	---
TELEPHONE OR TELEGRAPH POLES	---
TELEPHONE OR TELEGRAPH LINES	---
HOUSES	---
TREES	---
HEAVY WOODS	---
GROUND ELEVATION	---
GRADE ELEVATION	---



THE COMPLETE ELECTRONIC PDF VERSION OF THE PLAN ASSEMBLY AS AWARDED INCLUDING ALL SUBSEQUENT REVISIONS WILL BE THE OFFICIAL CONSTRUCTION PLANS OR INFORMATION RELATIVE TO ELECTRONIC FILES AND LAYERED PLANS, SEE THE GENERAL NOTES.
 DESIGN FEATURES RELATING TO CONSTRUCTION OR THE REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.
 THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT'S 2007 ROAD AND BRIDGE SPECIFICATIONS, 2008 ROAD AND BRIDGE STANDARDS, 2005 WORK AREA PROTECTION MANUAL, AND AS AWARDED BY CONTRACT PROVISIONS AND THE COMPLETE ELECTRONIC PDF VERSION OF THE PLAN ASSEMBLY.
 ALL CURVES ARE TO BE SUPERELEVATED, TRANSITIONED AND WIDENED IN ACCORDANCE WITH STANDARD TC-5.01U EXCEPT WHERE OTHERWISE NOTED.

FAIRFAX COUNTY DATA	
Population	1,081,726
Census Date	July 2010

STATE PROJECT NO.	SECTION	FEDERAL AID PROJECT NO.	TYPE CODE	UPC NO.	EQUALITES FEET	LENGTH INCLUDING BRIDGE(S)		LENGTH EXCLUDING BRIDGE(S)		TYPE PROJECT	DESCRIPTION
						FEET	MILES	FEET	MILES		
R000-029-249	PE-108	-	-	88558	-	10,901.90	2.0648	-	-	PRELIMINARY ENGINEERING	FROM: FRANCONIA-SPRINGFIELD PARKWAY INTERCHANGE BRIDGE
	RW-214	-	-	88558	-	10,901.90	2.0648	-	-	RIGHT OF WAY	
	C-514	-	-	1000	88558	-	10,901.90	2.0648	-	CONSTRUCTION	TO: FORT BELVOIR NORTH AREA (FBNA)
	B-692	-	-	X231	-	-	-	-	-	BRIDGE	RELOCATED ROLLING ROAD OVER FAIRFAX COUNTY PARKWAY

Project Lengths are based on Fairfax County Parkway Baseline.

REVISED	DATE
	6/5/12
	7/13/12

APPROVED FOR CONSTRUCTION
 10/4/2010 Robert A. Morris
 DATE BY PROJECT MANAGER (FHA)
 EASTERN FEDERAL LINES HIGHWAY DIVISION

Copyright 2010, Commonwealth of Virginia

\$TIME\$STAMP\$

PROJECT: (FOI)000-029-249 SHEET NO.: 1

FOR INDEX OF SHEETS SEE SHEET 1B

THIS PROJECT WAS DEVELOPED UTILIZING THE DEPARTMENT'S ENGINEERING DESIGN PACKAGE (GEOPAK).
GEOPAK Computer Identification No. UPC 04700.



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY
FAIRFAX COUNTY PARKWAY
DESIGN BUILD "AS BUILT" PLANS

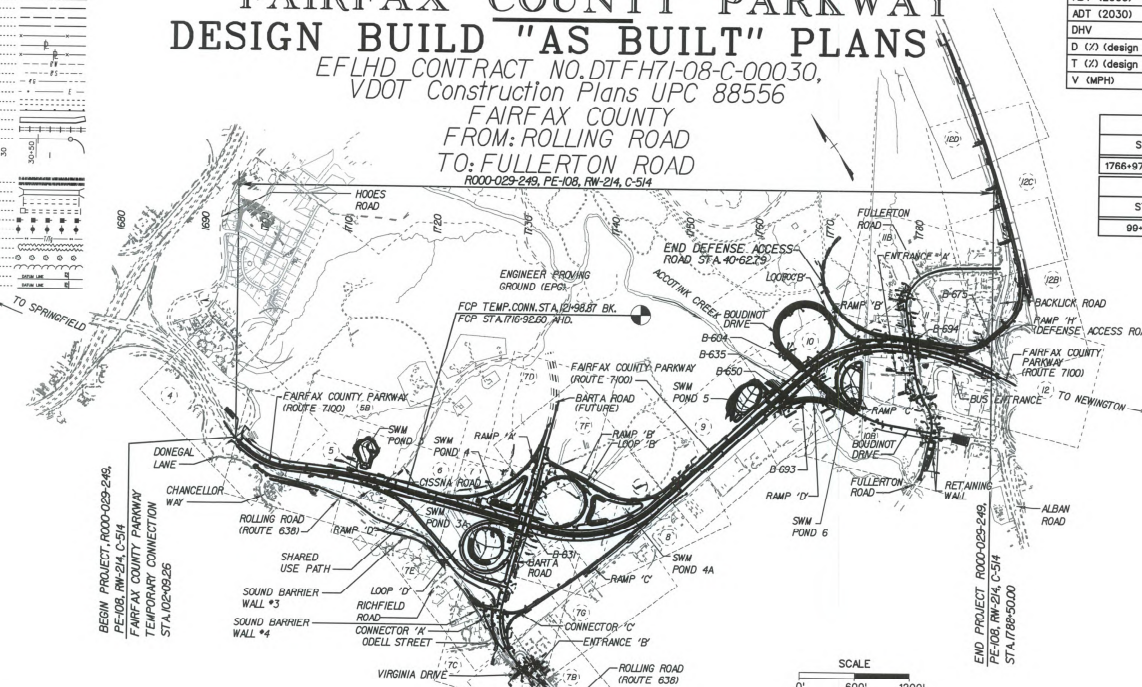
EFLHD CONTRACT NO. DTFH71-08-C-00030,
VDOT Construction Plans UPC 88556

FAIRFAX COUNTY
FROM: ROLLING ROAD
TO: FULLERTON ROAD
R000-029-249, PE-108, RW-214, C-514

CONVENTIONAL SIGNS

STATE LINE	---
COUNTY LINE	---
CITY/TOWN OR VILLAGE BOUNDARY	---
RIGHT OF WAY LINE	---
FENCE LINE	---
UNFENCED PROPERTY LINE	---
FENCED PROPERTY LINE	---
WATER LINE	---
SANITARY SEWER LINE	---
GAS LINE	---
ELECTRIC UNDERGROUND CABLE	---
TRAVELED WAY	---
GRAVEL ROAD	---
RETAINING WALL	---
RAILROAD	---
RAIL OR SURVEY LINE	---

EMBANKMENT	---
DITCHES	---
CULVERTS	---
DRAINAGE	---
POWER POLES	---
TELEPHONE OR TELEGRAPH POLES	---
TELEPHONE OR TELEGRAPH LINES	---
REDDI	---
TREES	---
SHRUBS	---
GROUND ELEVATION	---
GRADE ELEVATION	---



LIMITED ACCESS HIGHWAY By Resolution of Commonwealth Transportation Board dated March 18, 2004

STATE	FEDERAL AID PROJECT	ROUTE	STATE PROJECT	SHEET NO.
VA.	STP 5401 (1)	7100	(F01R000-029-249 DTFH71-08-R-00007)	1

See Tabulation Below For Section Numbers

FUNCTIONAL CLASSIFICATION AND TRAFFIC DATA

URBAN OTHER PRINCIPAL ARTERIAL - DIVIDED - ROLLING - 50 MPH MIN. DESIGN SPEED	
From: ROLLING ROAD To: BOUDINOT DRIVE	
ADT (2006)	57,200 VPH (EXISTING ROLLING ROAD)
ADT (2030)	65,600
DHV	7,450
D (2) (design hour)	WB 46%, EB 54%
T (2) (design hour)	8%
V (MPH)	*

* SEE PLAN AND PROFILE SHEETS FOR HORIZONTAL AND VERTICAL CURVE DESIGN SPEEDS

EXCEPTION FOR MAINLINE HORIZONTAL ALIGNMENT		
STA TO STA	DESIGN	APPROVAL DATE
1786+97.14 TO 1791+35.68	COMPOUND CURVE RATIO OF 2.00:1	MAY 11, 2009
EXCEPTION FOR INTERSECTION SPACING ON BARTA RD		
STA TO STA	DESIGN	APPROVAL DATE
99+00 TO 114+00	INSUFFICIENT INTERSECTION SPACING	

PROJECT MANAGER: Robert Morris, EFLHD
SURVEYED BY: JMT
DESIGN SUPERVISED BY: JMT
DESIGNED BY: JMT

PRINTS SENT TO	NO.	DATE
R/W BY		
CONTRACT		
ADVANCE PLANS FOR BIDDING		
ADVANCE PLANS FOR UTILITIES		
DESIGN		
ADVANCE PLANS FOR CONSTRUCTION		
CONTRACT		

THE COMPLETE ELECTRONIC .TIF VERSION OF THE PLAN ASSEMBLY AS AWARDED, INCLUDING ALL SUBSEQUENT REVISIONS, WILL BE THE OFFICIAL CONSTRUCTION PLANS. FOR INFORMATION RELATIVE TO ELECTRONIC FILES AND LAYERED PLANS, SEE THE GENERAL NOTES.

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT.

THIS PROJECT IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE DEPARTMENT'S 2007 ROAD AND BRIDGE SPECIFICATIONS, 2008 ROAD AND BRIDGE STANDARDS, 2005 WORK AREA PROTECTION MANUAL AND AS AMENDED BY CONTRACT PROVISIONS AND THE COMPLETE ELECTRONIC .TIF VERSION OF THE PLAN ASSEMBLY.

ALL CURVES ARE TO BE SUPERELEVATED, TRANSITIONED AND WIDENED IN ACCORDANCE WITH STANDARD TC-5U, EXCEPT WHERE OTHERWISE NOTED.

THE ORIGINAL APPROVED TITLE SHEET(S), INCLUDING ORIGINAL SIGNATURES, ARE FILED IN THE VDOT CENTRAL OFFICE PLAN LIBRARY. ANY MISUSE OF ELECTRONIC FILES, INCLUDING SCANNED SIGNATURES, IS ILLEGAL AND ENFORCED TO THE FULL EXTENT OF THE LAW.

NOTE: LENGTH IS BASED ON CONSTRUCTION BASELINE

STATE PROJECT NO.	SECTION	FEDERAL AID PROJECT NO.	TYPE CODE	UPC NO.	EQUALITIES	LENGTH INCLUDING BRIDGE(S)			LENGTH EXCLUDING BRIDGE(S)			TYPE PROJECT	DESCRIPTION
						FEET	FEET	MILES	FEET	FEET	MILES		
R000-029-249	PE-108	-	04700	-	III	9,147.01	1,732.25	-	-	-	-	PRELIMINARY ENGINEERING	FROM: ROLLING ROAD TO: FULLERTON ROAD
	RW-214	STP 5401(576)	04700	-	III	9,147.01	1,732.25	-	-	-	-	RIGHT OF WAY	
	C-514	STP 5401(629)	1000	04700	-	9,147.01	1,732.25	-	-	-	-	CONSTRUCTION	
	B-631	-	X231	88556	-	195	0.0369	-	-	-	-	BRIDGE	EPG ACCESS ROAD (BARTA ROAD) OVER FCP
	B-635	-	X431	88556	-	425	0.0805	-	-	-	-	BRIDGE	NB FCP OVER BOUDINOT DRIVE & ACCOTINK CREEK
	B-650	-	X431	88556	-	425	0.0805	-	-	-	-	BRIDGE	SB FCP OVER BOUDINOT DRIVE & ACCOTINK CREEK
	B-675	-	X231	88556	-	253	0.0479	-	-	-	-	BRIDGE	BRIDGE WIDENING DEFENSE ACCESS ROAD OVER ALBAN-BACKLICK RD. & RAMP G
	B-694	-	X231	88556	-	III	0.0210	-	-	-	-	BRIDGE	FCP OVER FULLERTON ROAD

CONFORMED CONSTRUCTION PLANS FOR THE ROADWAY, TRANSPORTATION, TMP, DRAINAGE, LIGHTING, SIGNING & STRIPING, SIGNALS, BOX CULVERT, RETAINING WALLS AND BRIDGES
JUNE 25, 2010



RIGHT OF WAY HAS BEEN ACQUIRED AND CONSTRUCTION COMPLETED IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS	
DATE	5-17-12
DATE	4/26/12
DATE	
DATE	
DATE	
DATE	
DATE	
DATE	

**R000-029-249 C514 & Phase III
Fairfax County Parkway Extension
Fairfax County - Franconia (Lee) District
Tax Maps 89-4, 98-2 & 99-1**

**Renumber
Route 639 to
Route 638**

(A) Station 82+40

(B) Station 86+00

Secondary Additions (33.2-705):
 * Y -> Z Barkers Court Extension, Route 6991 (0.05 mi)
 * X -> W Hoopes Road Extension, Route 636 (0.19 mi)
 * W -> V1 & W -> V2 Rolling Road Relocated Route 638 (0.04 mi & 0.07mi)

Primary Addition (33.2-310):
A -> B -> C -> D
Fairfax County Parkway
Route 286
(0.07 + 0.45 + 0.19 mi = 0.71 mi)

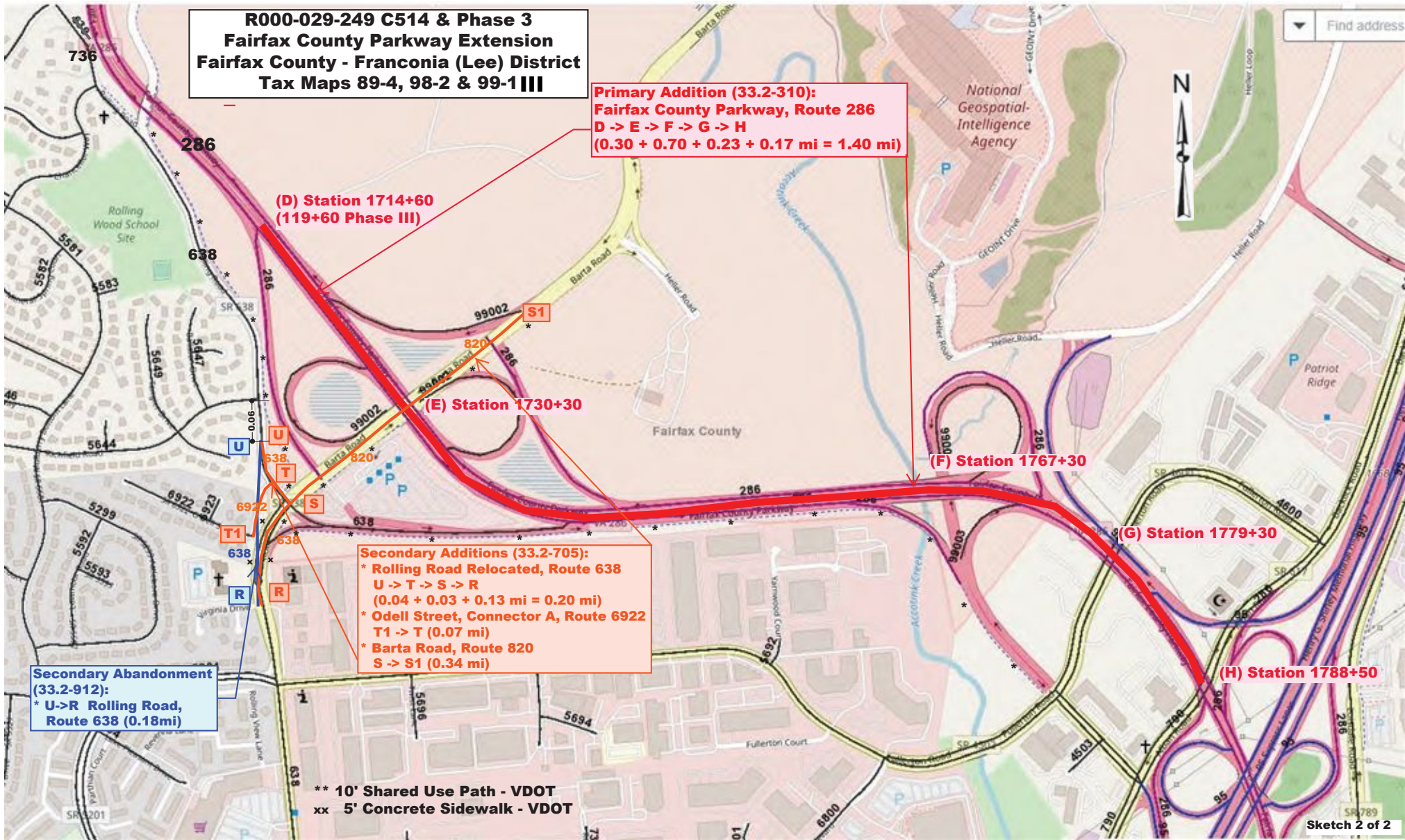
Secondary Abandonments (33.2-912):
 * X -> X1 Hoopes Road, Route 636 (0.07 mi)
 * X1 -> X2 Donegal Lane, Route 8440 (0.05 mi)
 * V1 -> V2 Rolling Road, Route 638 (0.11 mi)

(C) Station 109+65

(D) Station 119+60

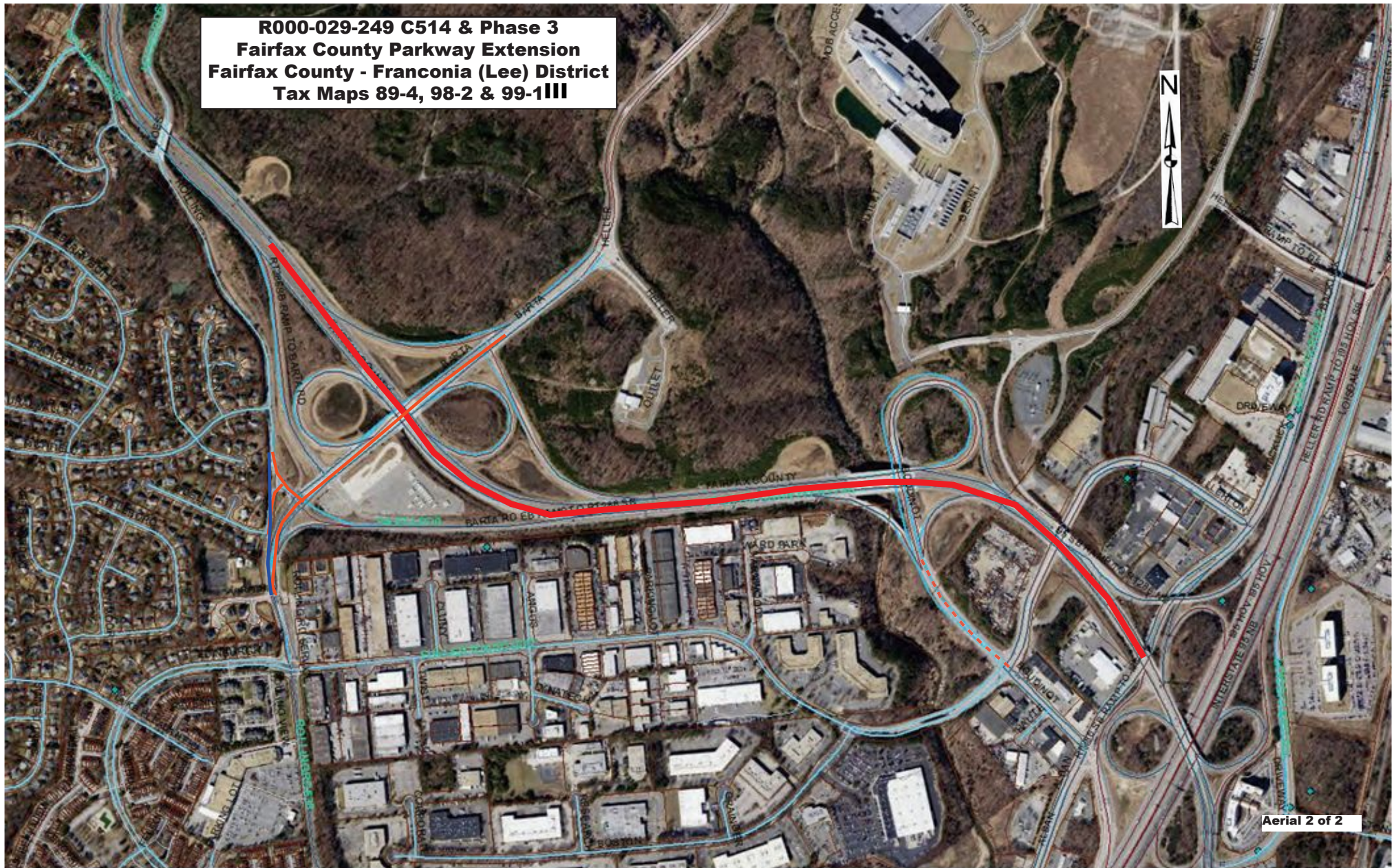
Maintenance AHQ: 6 Lorton
BOS Resolution Date: _____
VDOT Approval Date: _____

Sketch 1 of 2



Maintenance AHQ: 6 Lorton
BOS Resolution Date: _____
VDOT Approval Date: _____

**R000-029-249 C514 & Phase 3
Fairfax County Parkway Extension
Fairfax County - Franconia (Lee) District
Tax Maps 89-4, 98-2 & 99-1III**



Aerial 2 of 2

Fairfax County Parkway Extension VDOT Project# R000-029-249 C514 & Phase III							
Segment	Street Name Route #	Addition	Transfer	Abandonment	Discontinuance	From	To
A -> B	Fairfax County Parkway Route 286 (Primary)	0.07 mi	--	--	--	CL Franconia-Springfield Parkway, Route 289, Station 82+40 (A)	S to Hooes Road Interchange, Station 86+00 (B)
B -> C	Fairfax County Parkway Route 286 (Primary)	0.45 mi	--	--	--	Hooes Road Interchange, Station 86+00 (B)	S to Hooes Road Extension/Bridge Connection, Station 109+65 (C)
C -> D	Fairfax County Parkway Route 286 (Primary)	0.19 mi	--	--	--	Hooes Road Extension/Bridge Connection, Station 109+65 (C)	S to Beginning of Ramp D to Route 638, Station 119+60 (D)
D -> E	Fairfax County Parkway Route 286 (Primary)	0.30 mi	--	--	--	Beginning of Ramp D to Route 638, Station 119+60/1714+60 (D)	S to CL Barta Road Overpass, Station 1730+30 (E)
E -> F	Fairfax County Parkway Route 286 (Primary)	0.70 mi				CL Barta Road Overpass, Station 1730+30 (E)	SE to CL Boudinot Drive Overpass, Station 1767+30 (F)
F -> G	Fairfax County Parkway Route 286 (Primary)	0.23 mi	--	--	--	CL Boudinot Drive Overpass, Station 1767+30 (F)	SE to CL Fullerton Road, Route 6400 Overpass, Station 1779+30 (G)
G -> H	Fairfax County Parkway Route 286 (Primary)	0.17 mi	--	--	--	CL Fullerton Road, Route 6400 Overpass, Station 1779+30 (G)	SE to CL Alban Road, Route 790 Overpass, Station 1788+50 (H)
Y -> Z	Barkers Court, Route 6991 Connector	0.05 mi	--	--	--	CL Hooes Road, Route 636 at Barkers Court, Route 6991 (Y)	N to Ramps A & B Interchange (Z)
X -> W	Hooes Road Extension, Route 636	0.19 mi	--	--	--	Hooes Road, Route 636 (Y) – 0.34 mi W/S of CL Barkers Court, Route 6991 (X)	S to End of Hooes Road Bridge Connection at Rolling Road Relocated (W)
W -> V1	Rolling Road Relocated, Route 638	0.04 mi	--	--	--	End of Hooes Road Bridge Connection (W)	S to Existing Rolling Road, Route 638 (V1)
W -> V2	Rolling Road Relocated, Route 638	0.07 mi	--	--	--	End of Hooes Road Bridge Connection (W)	N to Existing Rolling Road, Route 638 (V2)

**Fairfax County Parkway Extension
VDOT Project# R000-029-249 C514 & Phase III**

Segment	Street Name Route #	Addition	Transfer	Abandonment	Discontinuance	From	To
<i>U -> T</i>	<i>Rolling Road Relocated, Route 638</i>	<i>0.04 mi</i>	--	--	--	<i>Existing Rolling Road, Route 638 - 0.06 mi S CL Richfield Road, Route 5644 (U)</i>	<i>S to CL Odell Street, Route 6922 Connector A (T)</i>
<i>T -> S</i>	<i>Rolling Road Relocated, Route 638</i>	<i>0.03 mi</i>	--	--	--	<i>CL Odell Street, Route 6922 Connector A (T)</i>	<i>SE to CL Barta Road (S)</i>
<i>S -> R</i>	<i>Rolling Road Relocated, Route 638</i>	<i>0.13 mi</i>	--	--	--	<i>CL Barta Road (S)</i>	<i>SW to Existing Rolling Road at CL Virginia Drive Intersection</i>
<i>T1 -> T</i>	<i>Odell Street, Route 6922 Connector A</i>	<i>0.07 mi</i>	--	--	--	<i>Existing Odell Street, Route 6922 (T1)</i>	<i>N to CL Rolling Road Relocated (T)</i>
<i>S -> S1</i>	<i>Barta Road, Route 820</i>	<i>0.34 mi</i>	--	--	--	<i>CL Rolling Road, Route 638 Station 110+63 (S)</i>	<i>NE to End of State Maintenance at Station 128+75 (S1)</i>
<i>X -> X1</i>	<i>Hooes Road Old Connection, Route 636</i>	--	--	<i>-0.07 mi</i>	--	<i>Hooes Road, Route 636, 0.34 mi SW CL Barkers Court, Route 6991 (X)</i>	<i>W to CL Fairfax County Parkway, Route 286 (X1)</i>
<i>X1 -> X2</i>	<i>Donegal Lane, Old Connection, Route 8440</i>	--	--	<i>-0.05 mi</i>	--	<i>CL Fairfax County Parkway, Route 268 (X1)</i>	<i>W to Existing Donegal Lane, Route 8440 (X2)</i>
<i>V2 -> V1</i>	<i>Rolling Road, Route 638</i>	--	--	<i>-0.11 mi</i>	--	<i>CL Chancellor Way, Route 5231 (V2)</i>	<i>S to Rolling Road Relocated, Route 638 (V1)</i>
<i>U -> R</i>	<i>Rolling Road, Route 638</i>	--	--	<i>-0.18 mi</i>	--	<i>0.06 mi S CL Richfield Road, Route 5644 (U)</i>	<i>S to CL Virginia Drive (R)</i>

Primary Additions
Secondary Additions
Secondary Abandonments

Highway System Changes as per Sketch 1 of 2
Highway System Changes as per Sketch 2 of 2

Abandonments and Additions of Various Roads Associated With the Fairfax County Parkway (Route 286) Extension Springfield, Franconia, and Mount Vernon Districts



Tax Maps 89-4, 98-2, and 99-1

* Denotes Area to be Abandoned

+ Denotes Area to be Added

Board Agenda Item
February 20, 2024

ACTION – 4

Authorization to Make a Loan(s) to Wesley FCC of Falls Church, LLC of up to \$9,700,000 to Finance the Development of 6165 Leesburg Pike for Affordable Senior Housing (Mason District)

ISSUE:

It is requested that the Board of Supervisors (Board) authorize subordinate financing of up to \$9,700,000 to Wesley FCC of Falls Church, LLC, a subsidiary of Wesley Housing Development Corporation of Northern Virginia (Wesley Housing) for the development of 95 units of affordable senior housing in the Mason District.

RECOMMENDATION:

The County Executive recommends the Board authorize the FCRHA to make the proposed financing loan(s) for the development of the project in an amount not to exceed \$9,700,000.

TIMING:

Board action is requested on February 20, 2024. In order to increase the competitiveness of Wesley Housing's application for nine percent Low-Income Housing Tax Credits (LIHTC) to Virginia Housing, Wesley Housing needs to demonstrate the approval of all local subordinate financing sources as a part of its application, which is due to Virginia Housing in March 2024.

BACKGROUND:

Wesley Housing submitted an application in October 2023 for funding under the Fiscal Year 2024 Notice of Funding Availability (NOFA). Since the proposal met the established underwriting criteria and many of the goals of the FY 2024 NOFA, staff is recommending the project for financing.

Developer:

Wesley Housing, incorporated in 1974, is a well-capitalized affordable housing development organization based in Alexandria, Virginia with expertise in the real estate industry, including asset management, project development, financing, and construction management. They currently manage over 22 housing communities providing high quality affordable housing in the Washington, DC metropolitan area. Approaching 50

Board Agenda Item
February 20, 2024

years of operation, Wesley Housing has extensive experience working with local housing authorities, other non-profits, and governmental entities. Examples of projects where Wesley Housing partnered with housing authorities and other entities within the past two years include:

Recapitalization projects that used LIHTC:

- Whitefield Commons - 68 units, Arlington, VA
- Knightsbridge Apartments - 37 units, Arlington, VA
- Quarry Station Senior Apartments - 79 units for seniors, Manassas, VA
- The Hampshire - 63 units, Washington, DC

New construction projects that used LIHTC:

- The Waypoint at Fairlington - 81 units adjacent to Fairlington Presbyterian Church, Alexandria, VA
- The Arden, - 126 units, Alexandria, VA
- Senseny Place - 63 units for seniors, Winchester, VA
- The Cadence - 97 units, Arlington, VA

Project Description:

In 2018, Wesley Housing signed a purchase and sale agreement with First Christian Church of Falls Church (the Church) to buy a portion of their property to develop it as affordable senior housing. Wesley Housing then secured zoning approval from the Board on February 21, 2023, to develop 95 affordable units on the approximately four-acre lot, located at 6165 Leesburg Pike. The approved zoning Special Exception SE-2022-MA00026 allows a multi-unit affordable independent senior living housing project with an accessory facility that will serve as a health clinic.

The development is planned to include the following:

- a) 95 new units of affordable senior housing in the Falls Church area of Fairfax County, VA.
- b) Serving the following income levels:
 - 9 percent of residents at or below 30% of AMI
 - 9 percent of residents at or below 40% of AMI
 - 32 percent of residents at or below 50% of AMI
 - 50 percent of residents at or below 60% of AMI
- c) Accessible to multiple bus routes, with a bus stop in front of the development.

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- d) On-site amenities include laundry, fitness, parking, and property management; and a community room that opens to a patio with cooking grills, garden planters and walking paths.
- e) In-unit features include air conditioning, dishwashers, energy-efficient appliances, and high-speed internet access.
- f) A co-located health clinic, providing free healthcare services to qualified individuals.
- g) Affordability for a period of at least 30 years per the LIHTC requirement.
- h) All units meet EarthCraft Gold and Universal Design requirements.
- i) 48 Project-Based Vouchers (PBVs).
- j) Upgraded stormwater management program which is being implemented in partnership with the Department of Public Works and Environmental Services and their Stormwater's Streams and Water Quality Improvement Program.

Summary of Anticipated Project Financing:

The anticipated loans – planned to leverage multiple funding sources – will generally mirror standard Blueprint terms. The borrower will repay the loans out of net cash flow and the unpaid principal would bear two percent interest. The Borrower is required to operate the project as affordable housing. The financing plan is described more fully in Attachment 2.

Closing:

Assuming Wesley Housing is awarded nine percent LIHTC for the project in 2024, the anticipated date to close on financing is second quarter 2025. Requirements for the closing include, but are not limited to, completion of the following:

1. Successful acquisition by the borrower of the church property
2. Disbursement of funds from the first mortgage loan
3. Disbursement of tax credit investor equity funds
4. Final underwriting by Department of Housing and Community Development (HCD) staff
5. Satisfactory appraisal of the property that collateralizes the loan(s)
6. Receipt and approval of all third-party reports by HCD staff
7. Other factors as deemed necessary to protect the interest of the FCRHA and Fairfax County

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EQUITY IMPACT:

The proposed 95 affordable senior rental units at 6165 Leesburg Pike in Falls Church, VA will help achieve the Board's goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034, which also supports the FCRHA's overarching Strategic Plan to preserve, expand and facilitate affordable housing opportunities for senior households in Fairfax County.

With Fairfax County's 2023 AMI at \$152,100 (for a family of four), the delivery of the units at 6165 Leesburg Pike will provide crucial affordable housing for residents earning a range of incomes between 30 percent or below to 60 percent of AMI. Further, the location of the proposed units aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the County, most notably those in mixed-use areas that are accessible to multiple bus routes. The development will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

FISCAL IMPACT:

The total FCRHA loan amount of \$9,700,000 is anticipated to come from one or more of the following sources:

- Fund 30300, Housing Blueprint funds
- Fund 50800, Community Development Block Grant
- Fund 50810, HOME Investment Partnership Program
- Fund 40300, Housing Trust Fund – Senior, Elderly Continuing Care Facilities
- Any additional funds allocated by the Board of Supervisors.

The FCRHA loan(s) interest rate will be 2% simple interest per annum. Interest will start to accrue on funds as they are disbursed.

The FCRHA will receive an ongoing loan monitoring fee of \$7,500 annually after construction completion, escalating at three percent annually.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Location Map

Attachment 2 – Appraised Value, Proposed Unit Mix, Rent Structure and Financing Plan

Attachment 3 – Loan Term Sheet

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February 20, 2024

STAFF:

Christopher A. Leonard, Deputy County Executive

Thomas E. Fleetwood, Director, Department of Housing and Community Development
(HCD)

Anna Shapiro, Deputy Director, Real Estate, Finance and Development, HCD

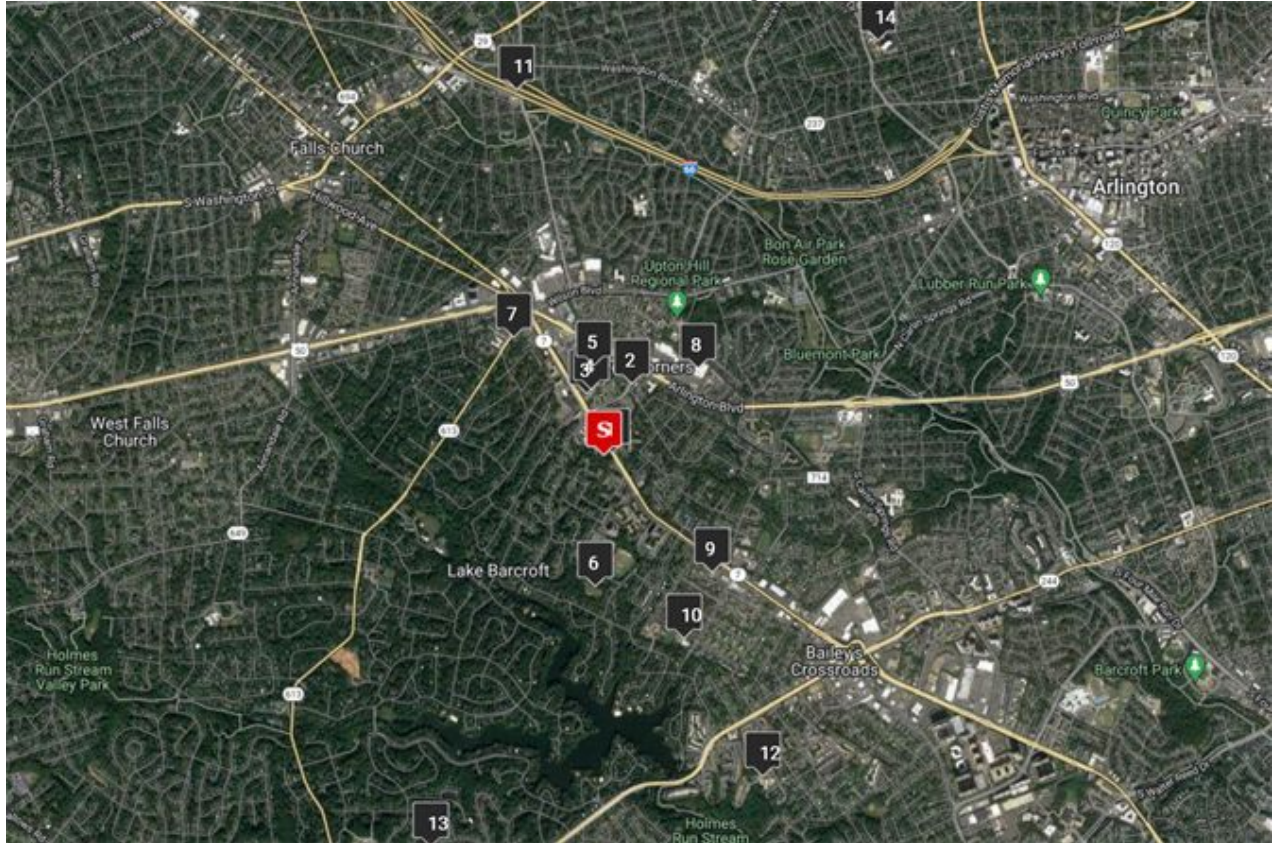
Debashish Chakravarty, Associate Director, Real Estate Finance (REF), HCD

Alexanne Yi, Senior Real Estate Finance Officer, REF, HCD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney

Project Location Map
First Christian Church of Falls Church: 6165 Leesburg Pike, Falls Church, VA 22044



Source: Google Earth, August 2023

LOCATIONAL AMENITIES

#	Service or Amenity	Distance to Subject	Drive Time	#	Service or Amenity	Distance to Subject	Drive Time
1	Bus Stop	0.0 miles	1 min	8	Target	0.6 miles	5 min
2	Liberty Gas Station	0.3 miles	4 min	9	Walgreens Pharmacy	0.7 miles	3 min
3	Chase Bank	0.3 miles	4 min	10	Public Library	0.9 miles	4 min
4	Post Office	0.3 miles	4 min	11	East Falls Church Metro Station	1.6 miles	17 min
5	Giant Grocery	0.4 miles	7 min	12	Baileys Senior Center	1.6 miles	8 min
6	Justice Park	0.6 miles	3 min	13	Fairfax County Police Department	1.9 miles	9 min
7	Seven Corners Fire Station	0.6 miles	5 min	14	Virginia Hospital Center	2.2 miles	13 min

Note: The Distance to Subject and Drive Times noted above are approximate estimations as noted by the appraisal company, Novogradac, on 10/16/23.



Appraised Value, Proposed Unit Mix, Rent Structure and Financing Plan

Appraised Value:

An independent appraisal company, Novogradac, confirmed that the appraised value of the 6165 Leesburg Pike project fully collateralizes the FCRHA loan(s). According to the appraisal dated October 16, 2023, the value is \$24,900,000, which fully collateralizes the requested loan of \$9,700,000. The Department of Tax Administration (DTA) has reviewed the appraisal and determined that the valuation methodology and value conclusions were appropriate and reasonable.

Proposed Unit Mix:

	30% AMI	40% AMI (PBV)	50% AMI (PBV)	60% AMI (PBV)	60% AMI	# of Units
One Bedroom	6	7	26	4	33	76
Two Bedroom	3	2	4	5	5	19
Total	9	9	30	9	38	95

Rent Structure:

The project will use two rent rate structures: (1) Project-Based Voucher (PBV) rents established by the FCRHA, using a U.S. Department of Housing and Urban Development regulatory structure, for units using a PBV; and (2) LIHTC rents set by Virginia Housing for the remaining units. The HUD regulatory structure for PBVs dictates the gross rent that a landlord can receive when using such vouchers. When the voucher is applied to each unit, the tenant's portion of the rent will not exceed the maximum LIHTC (non-PBV) rents.

Current Estimated Financing Plan:

Wesley Housing is proposing to finance the development using nine percent LIHTC along with a variety of sources, including, but not limited to first mortgage currently anticipated to be backed by Freddie Mac or Fannie Mae, subordinate financing through the FCRHA (FCRHA loans), various Affordable and Special Needs Housing (ASNH) funds from the Virginia Department of Housing and Community Development (DHCD), Fairfax County Stormwater's Streams and Water Quality Improvement Program ("Fairfax County Stormwater Funds"), deferred developer fee, and Section 45L tax credits for zero energy ready homes. The total amount of FCRHA subordinate financing will not exceed \$9,700,000. The sources of funds and allocation between sources may be revised before closing to reach an optimal financing structure. The proposed sources of funding for the projects, along with the costs of delivering the project ("uses") are listed:

Sources and Uses as of January 25, 2024:

Project Sources	Amount
Tax Credit Equity	\$ 19,496,660
First Mortgage (Lender TBD)	\$ 13,835,458
FCHRA Subordinate Loan(s)*	\$ 9,693,313
Virginia DHCD: HIEE	\$ 2,000,000
Virginia DHCD: VHTF	\$ 700,000
Virginia DHCD: NHTF	\$ 700,000
Virginia DHCD: HOME	\$ 700,000
Fairfax County Stormwater Funds	\$ 368,539
Tax Credit Investor: 45L Credits	\$ 237,500
Deferred Developer Fee	\$ 1,625,000
Total Sources	\$ 49,356,470

Uses of Project Funds	Amount
Acquisition	\$ 3,825,205
Construction	\$ 35,227,293
Architecture & Engineering	\$ 1,137,098
Professional Services	\$ 1,658,908
Financing Costs	\$ 3,067,978
Legal Fees	\$ 35,000
Reserves & Escrows	\$ 1,154,988
Developer Fee	\$ 3,250,000
Total Uses	\$ 49,356,470

*FCRHA Loans are estimated for each likely source of financing but are subject to adjustment based on further refinement of the project plan and the applicability of federal sources.

6165 Leesburg Pike, Falls Church, VA
FY24 NOFA Loan Term Sheet

Borrower: Wesley FCC of Falls Church, LLC

Developer: Wesley Housing Development Corporation of Northern Virginia (Wesley Housing)

Project Address: 6165 Leesburg Pike, Falls Church, VA 22044

Amount: Up to \$9,700,000, which may include funds from the Fairfax County Housing Blueprint program and/or other funding sources available through the FY2024 Notice of Funding Availability (NOFA). If the FCRHA uses multiple funding sources, each source will comprise a separate loan.

If there are savings in the development budget upon project completion, then at the discretion of the FCRHA such savings may be used to reduce the amount of the FCRHA loan(s), so long as such reduction would not impact the project's basis under LIHTC.

Interest Rate: Each loan will incur 2% simple interest per annum. Interest will start to accrue on funds as they are disbursed.

Repayment: Loan will be repaid from annual net cash flow (NCF). NCF includes cash flow remaining after payment of must-pay debt service, operating expenses, operating reserves, deferred developer fee, and such other expenses as the FCRHA may approve. Payments made will be applied first to accrued interest, and then to principal. All outstanding principal and accrued but unpaid interest will be due on the maturity date.

Loans made using local funds, such as the Housing Blueprint and Housing Trust Fund, will be prioritized for repayment before federal loans, as allowable.

Term: Term will be the longer of (i) term of first-position permanent loan or (ii) 30 years following conversion of first-position loan to permanent financing.

Security: FCRHA Loans will be subordinate to the first trust mortgage and may be in lower priority lien position if acceptable to the FCRHA in its sole discretion. (If the project is funded with Blueprint, and/or other FCHRA funds, then the Blueprint loan will be in second position, followed by other FCHRA loans in third position, fourth position, etc.)

Affordability: Borrower will rent approximately nine units to households with an initial household income of no more than 30% of the area median income (AMI); approximately nine units to households with an initial household income of no more than 40% of AMI; approximately 30 units to households with an initial household income of no more than 50% of AMI; and approximately 47 units to households with an initial household income of no more than 60% of AMI.

Borrower must comply with all applicable affordability requirements, including LIHTC requirements during the LIHTC compliance period.

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 term of the loan(s).

Option & ROFR: Borrower will provide FCRHA with an option to purchase the property and a right of first refusal for the property. Each of the FCRHA's option and ROFR rights will be subordinate to senior debt financing and will not apply to offers where the purchaser is related to the Developer.

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 full before making payments on the FCRHA loan(s), subject to terms to be finalized between FCRHA and Borrower.

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 \$7,500, escalating at 3% annually, for monitoring project compliance with loan and other affordability requirements. The monitoring fee may be cash flow dependent but must be paid prior to any other cash flow dependent payment.

Reserves: At funding, Borrower will establish a repair and replacement reserve. Such amount may be consistent with the first position lender's or investor's requirements, as approved by the FCRHA.

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, as further

described in the loan documents to be negotiated for the project, provided that Borrower must notify the FCRHA in advance and that the transferee assumes the loan(s).

Senior Loan: The first position loan must have a fixed interest rate, provided that the FCRHA may approve a variable rate senior construction loan in its sole discretion. The permanent first position loan must amortize.

First position lender must enter into intercreditor or subordination agreement with FCRHA on terms reasonably acceptable to the FCRHA including, without limitation, the right to cure defaults, to acquire the senior debt, and to acquire ownership of the property.

Other Loans: Borrower may not subject the property to any deed of trust or other lien, whether senior or subordinate to the FCHRA loan(s), and whether secured or unsecured, without the prior approval of the FCRHA, except as specifically permitted in the loan documents.

Refinancing: Borrower may not refinance senior debt on the Project without FCRHA's consent. FCRHA loans will become due upon any refinancing of the senior permanent loan. The FCRHA, in its sole discretion, may agree to resubordinate one or more of the FCRHA loans upon such refinancing.

FCRHA Termination Right: If the Borrower does not obtain an award of 9% LIHTC in 2024, the FCRHA reserves the right to terminate the loan commitment.

Closing: Borrower will execute FCRHA loan documents concurrently with Borrower's construction loan closing (Closing). Unless waived by the FCRHA in its sole discretion, the following conditions must be met before Closing:

Fully executed construction loan documents and construction contract.

Fully executed partnership/operating agreement of Borrower, with admission of investor.

Fully executed loan commitment for permanent loan, and all necessary approvals for any other permanent and ongoing funding sources.

A satisfactory appraisal, dated no earlier than 6 months before Closing, showing a property value that exceeds the aggregate debt on the property.

ALTA survey and Lender's title insurance policy for the benefit of the FCRHA, from a title company acceptable to the FCRHA.

Zoning letter from the Fairfax County Department of Planning and Zoning, site plan, building permits, etc.

Borrower organizational documents (including good standing certificate and authorizing resolutions).

Legal opinion of Borrower's counsel.

Final underwriting acceptable to the FCRHA, including sources and uses, development budget, annual operating expenses, 30-year cash flow analysis, and a development schedule.

Such other documents and information as the FCRHA may reasonably require.

Funding:

FCRHA loan funds shall be disbursed at construction completion or earlier as may be permitted under the loan documents. Conditions precedent to funding the FCRHA loan(s) shall be detailed in the loan documents, and shall include the following:

At 50%:

Certification of architect that at least 50% of the construction contract price has been expended.

Payment and performance bond specifying the FCRHA as a named insured.

No outstanding defaults under any loan, construction, or other project-related agreement.

Such other items and information as the FCRHA may reasonably require.

At construction completion:

Certificate of substantial completion from project architect.

Final construction lien releases, all occupancy permits, and a set of as-built drawings for the project.

Such other items and information as the FCRHA may reasonably require.

Use of Insurance Proceeds After

After a casualty event, Borrower must restore so long as restoration is reasonably practicable. Borrower's first-position lender may not

Casualty: have unilateral ability to repay itself from casualty insurance
 proceeds after all casualty events.

The FCRHA may permit full or partial exceptions to any provision 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:

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
Name:
Title:

BORROWER:

WESLEY FCC OF FALLS CHURCH, LLC

By: _____
Name:
Title:

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ACTION – 5

Designation of a Portion of 6165 Leesburg Pike as a Revitalization Area (Mason District)

ISSUE:

The Board of Supervisors is requested to designate a portion of the site located at 6165 Leesburg Pike, Falls Church, VA 22044 (Mason District), Tax Map 0513 01 0025, as a Revitalization Area pursuant to Virginia Code § 36-55.30:2.

RECOMMENDATION:

The County Executive recommends that the Board designate a portion of 6165 Leesburg Pike as a Revitalization Area for the purpose of facilitating award of nine percent Low Income Housing Tax Credits (LIHTC) by Virginia Housing to the project.

TIMING:

Immediate. Board revitalization area designation is requested for the development partner to meet the March 2024 deadline for submitting its Virginia Housing Development Authority (VH) nine percent LIHTC application.

BACKGROUND:

The site is located at 6165 Leesburg Pike, Falls Church, VA 22044 in the Mason District, and is the current location of the First Christian Church of Falls Church (FCC). Wesley Housing Development Corporation of Northern Virginia (Wesley Housing) has entered into a Purchase and Sale Agreement with FCC to purchase a portion of the site for the development of 95 units of affordable senior housing (the Project). In addition, a healthcare clinic located in the basement of the church will be relocated to the ground floor of the Project.

Wesley Housing is planning to apply for LIHTC financing as part of its funding for the Project. The units will be affordable to seniors 62 and older with incomes between 30-60 percent of Area Median Income as published by the U.S. Department of Housing and Urban Development.

Revitalization Area Designation and Tax Credit Application:

Applying for LIHTC, which is a critical source of project funding, is a highly competitive process, with points awarded by VH to projects that meet specific criteria. A project is

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eligible for an additional 15 points if the site is designated as a Revitalization Area as described in *Virginia Code § 36-55.30:2* (VH Revitalization Statute). If the Project site is designated by the Board as a “Revitalization Area”, the designation will be used solely for the purpose of receiving additional points for the LIHTC competitive nine percent application. The designation will in no manner affect any areas in Fairfax County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts pursuant to Board actions on the County Comprehensive Plan that are separate and distinct from those set forth in the VH Revitalization Statute.

Staff has determined that the Project site meets the above-referenced code definition because (i) the development of the area will benefit Fairfax County, but this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

To receive the 15 points, a County Board resolution, in substantially the form of Attachment 1, is needed to designate the development site as a Revitalization Area pursuant to the VH Revitalization Statute criteria.

EQUITY IMPACT:

The 95 senior living units at 6165 Leesburg Pike will help achieve the Board’s goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034 to meet the needs of working families. With Fairfax County’s current Area Median Income at \$152,100 (for a family of four), the delivery of 6165 Leesburg Pike will provide crucial housing for older adults earning a range of incomes between 30 and 60 percent of the Area Median Income. Further, the location of the proposed units aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the county, most notably those in mixed-use areas that are accessible to multiple modes of transport. The proposed Project will promote opportunities for everyone to fully participate in the region’s economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

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FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Virginia Housing Revitalization Statute Criteria

Attachment 2 – Resolution – 6165 Leesburg Pike Property

Attachment 3 – Location Map – 6165 Leesburg Pike Property

STAFF:

Christopher Leonard, Deputy County Executive

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

Anna Shapiro, Deputy Director, Real Estate Finance and Development, HCD

Mark Buenavista, Division Director, Design, Development, and Construction (DD&C), HCD

Marwan Mahmoud, Project Coordinator, DD&C, HCD

Debashish Chakravarty, Associate Director, Real Estate Finance (REF), HCD

Alexanne Yi, Senior Real Estate Finance Officer, REF, HCD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney



Revitalization Area

General Instructions

Revitalization areas are defined in Virginia Code §36-55.30:2.A.

Designation

To qualify for revitalization area points, select one of the following (and provide adequate documentation):

1. The development is located in a Qualified Census Tract, as defined by HUD. (10 points)
2. The development is located in a census tract wherein 70% or more of the families have incomes which are ≤ 80% statewide median income. **NOTE:** These census tracts are included in the definition of target area for single-family purposes, but do not include ACEDS. (10 points)
3. The development is located in an already established redevelopment area, conservation area or rehabilitation district created by a city or county, pursuant to §36-1 et seq. Documentation must show area boundaries and support that the development lies within those boundaries. (10 points)
4. The development is located in a Housing Rehabilitation Zone established through an ordinance created by a city, county or town pursuant to §36-55.64. Documentation must include a copy of the ordinance with support that the development lies within the Rehabilitation Zone. (15 points)
5. The development is located in a defined revitalization area. Documentation must include a resolution from the locality supporting the development's location within the revitalization area. See language below. (15 points)

*The above-referenced development is located in a Revitalization Area in the Town/City/County of _____, Virginia. The revitalization area is (i) **either** (1) blighted, deteriorated, deteriorating or, if not rehabilitated, likely to deteriorate by reason that the buildings, improvements or other facilities in such area are subject to one or more of the following conditions- dilapidation, obsolescence, overcrowding, inadequate ventilation, light or sanitation, excessive land coverage, deleterious land use, or faulty or otherwise inadequate design, quality or condition, or (2) the industrial, commercial or other economic development of such area will benefit the city or county but such area lacks the housing needed to induce manufacturing, industrial, commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings to locate or remain in such area; and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low and moderate income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.*

Delete the language that does not apply, (i)(1) or (i)(2) above.

6. The development is located in a Qualified Opportunity Zone and has a binding commitment of funding. Documentation must include a firm commitment of funding from a Qualified Opportunity Fund (QOF). Evidence of the self-certification to become a QOF must be provided with the commitment for funding. (15 points)

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA DESIGNATING A PORTION OF 6165 LEESBURG PIKE AS A
REVITALIZATION AREA PURSUANT TO VIRGINIA CODE § 36-55.30:2

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 February 20, 2024, at which quorum was present and voting, the following was adopted:

WHEREAS, Wesley Housing (the “Developer”) has proposed constructing 95 affordable senior housing units (the “Development”) on a portion of the site having Fairfax County Tax Map number 0513 01 0025 and located at 6165 Leesburg Pike, Falls Church, VA 22044, in the Mason District (the “Development Site”) as shown on Attachment 3.

WHEREAS, the Developer’s financing plan for the Development includes, among other things, an application to Virginia Housing for competitive nine percent Low Income Housing Tax Credits (LIHTC) pertaining to the proposed Development.

WHEREAS, the nine percent LIHTC evaluation process provides that 15 additional points may be awarded to projects that meet the definition of a revitalization area pursuant to Virginia Code § 36-55-30:2 (“Revitalization Area”) and have been so designated by resolution of the governing body in which the Revitalization Area is located.

WHEREAS, the definition of a Revitalization Area used in Virginia Code § 36-55-30:2 is separate and distinct from terms “Revitalization Area” and “Revitalization District” as used in the various comprehensive plans for Fairfax County, Virginia. Any designation of the Development Site as a Revitalization Area does not in any manner affect any areas of the County that have been, or in the future may be, determined by the Board to be Revitalization Areas or Revitalization Districts.

WHEREAS, the Development Site meets the standards for a Revitalization Area as described in Virginia Code § 36-55-30:2, namely that (i) the development of the proposed site will benefit Fairfax County, but that such area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in such area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in such area and will induce other persons and families to live within such area and thereby create a desirable economic mix of residents in such area.

NOW, THEREFORE, THE BOARD HEREBY DETERMINES as follows:

The Development Site is hereby designated a Revitalization Area in Fairfax County, Virginia in accordance with Virginia Code § 36-55-30:2. The Board has determined that (i) the commercial or other economic development of the Revitalization Area will benefit Fairfax County, but that this area lacks the housing needed to induce, among other things, the commercial, governmental, educational, entertainment, community development, healthcare or nonprofit enterprises or undertakings, to locate or remain in this area, and (ii) private enterprise and investment are not reasonably expected, without assistance, to produce the construction or rehabilitation of decent, safe and sanitary housing and supporting facilities that will meet the needs of low- and moderate-income persons and families in this area and will induce other persons and families to live within this area and thereby create a desirable economic mix of residents in such area.

ADOPTED this day 20th day of February 2024.

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



6165 Leesburg Pike



Legend

- 6165 Leesburg Pike Property
- Revitalization Area for Affordable Housing

Notes:

Map produced: 1/25/2024

0 0.07 0.1 Miles

This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

ACTION – 6

Authorization for Supplemental Subordinate Financing of up to \$14,000,000 for the Somos at McLean Metro (Providence District)

ISSUE:

Board of Supervisors (Board) authorization of subordinate financing of up to \$14,000,000 to Somos Phase B, LLC, a subsidiary of SCG Development Partners, LLC (SCG), for the development of affordable housing in Phase B of Somos at McLean Metro (Project) in the Providence District.

RECOMMENDATION:

The County Executive recommends that the Board approve and authorize additional loan(s) of up to \$14,000,000 for the Project from local funds (proposed funding sources listed in the Fiscal Impact section).

TIMING:

Board action is requested on February 20, 2024. SCG is anticipated to close on Phase A of the development in March 2024 and their senior lender, Virginia Housing, requires approval of all planned subordinate financing sources for Phase B prior to closing.

BACKGROUND:

Somos at McLean Metro, located at 1750 Old Meadow Drive, McLean, Virginia, is in a prime location that has existing medical, educational, recreational, and commercial amenities within three miles. The development is also within walking distance of the McLean Metro Station and several bus stops. The 4-acre site consists of an existing seven story building and a structured parking garage.

A description of the development's financing and unit counts for each phase is provided in Attachment 2.

Expected Benefits of the development include:

- a) Approximately 456 units of affordable multifamily housing at Somos at McLean Metro (231 units in Phase A and 225 units in Phase B) in Fairfax County, VA.
- b) Serving:
 - Somos Phase A – approximately 3 percent of residents at or below 30 percent of AMI and approximately 97 percent of residents at or below 60 percent of AMI

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- Somos Phase B – approximately 24 percent of residents at or below 50 percent of AMI, approximately 53 percent of residents at or below 60 percent of AMI, and approximately 23 percent of residents at or below 70 percent of AMI
- c) Controlled access throughout the property with amenities that include a fitness center, a business center, club rooms, controlled & structured parking, bicycle storage, dog washing station, as well as interior and exterior courtyard with grilling and seating areas and 1.52 acres of open park space.
- d) Affordability for a period of 99 years pursuant to a Ground Lease with the Fairfax County Redevelopment and Housing Authority.
- e) EarthCraft Gold or equivalent Certification
- f) A total of 24 Americans with Disabilities Act (ADA) compliant units with Universal Design features.

Developer:

SCG is a privately held real estate development firm focused on creating quality affordable and workforce rental residences. The firm has developed more than 100 projects totaling more than 8,500 units across the country, ranging from high-rise new construction to adaptive reuse of historic buildings, to the acquisition and rehabilitation of existing apartment communities.

They are headquartered in Fairfax County and have done extensive work in Washington D.C., Maryland, and Virginia. A major project that was recently completed in Fairfax County is The Residences at Government Center in Fairfax, Virginia, which is a 270-unit, EarthCraft Gold-certified workforce apartment complex utilizing tax credits. One of their other projects, One University, is currently under construction and will provide 120 units of affordable senior housing and 120 units of affordable multifamily housing once complete.

Financing Request:

The development originally anticipated award of three Virginia Housing Low Income Housing Tax Credit (LIHTC) allocations as listed below:

Construction of an 8-story residential “Front Building” upon demolition of the existing 7-story office building:

- 115 units using 4 percent LIHTC
- 110 units using 9 percent LIHTC

Construction of a 5-story residential “Rear Building” on top of the existing parking garage:

- 231 units using 4 percent LIHTC

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SCG applied for subordinate financing from the FCRHA through the Notice of Funding Availability (NOFA) process to help finance the full development. On March 31, 2022, the FCRHA approved the requested funding of \$24.75 Million using American Rescue Plan Act (ARPA) funds and Housing Blueprint financing.

In July 2022, SCG submitted an amended Blueprint application for \$33,306,290, an increase of approximately \$8.55 million from the original request. The increase was due to higher material costs, a spike in interest rates, and a rise in other project-related costs. The request came with a commitment to serve lower AMI levels in the development.

The chart below shows the previous approvals and uses of funds awarded to date:

Previous Approval Dates:

Agency	Approval Date	Amount
FCRHA	3/31/2022	\$24,750,000
FCRHA	7/21/2022	\$33,306,290
BOS	8/02/2022	\$33,306,290
ARPA for site acquisition		(\$19,030,000)
Blueprint/AHDI for site acquisition		(\$994,164)
Total Remaining Blueprint Commitment		\$13,282,126

On March 2023, SCG submitted an application for 9 percent LIHTC for the Front Building, but did not win the competitive award. SCG restructured the development financing to an all 4 percent LIHTC structure in order to proceed to closing as originally anticipated, avoid additional cost increases and interest rate fluctuation, and to avoid the risk of losing the anticipated private equity.

The 4 percent LIHTC award is a non-competitive program that will yield significantly less equity from tax credit investors. Therefore, SCG requires additional subordinate financing from the FCRHA to deliver the full project scope and cover the development and construction costs.

In October 2023, SCG applied for \$15,505,885 in FY24 NOFA funding to cover the shortage that resulted from the lack of 9 percent LIHTC equity. Based on staff underwriting and analysis of the loan application, the Department of Housing and Community Development (HCD) staff recommends an award of up to \$14,000,000 in supplemental financing for the Project. The revised financing structure is outlined below and further detailed in Attachment 2:

- Rear Building, now “Somos Phase A,” maintains the 4 percent LIHTC structure and will utilize approximately \$12 million of already committed Blueprint

financing for construction of the 231 planned affordable units. Closing on this phase is anticipated in March 2024.

- Front Building, now “Somos Phase B,” plans to utilize a 4 percent LIHTC structure for all 225 units, rather than a 9 percent/4 percent split structure.

The phasing of the development, as described above, allows efficiency as substantial budgeting and planning already completed for Phase A would stay intact while allowing time to restructure Phase B financing. Additionally, the restructured budgets show that the phasing results in construction cost savings, which reduces the gap in financing caused by not winning the 9 percent LIHTC. Finally, the phased development allows for cost efficiencies since the Phase B site can be used for construction staging after demolition of the existing office building.

The allocation of loan amounts between Phases may change up until closing based on shifting market conditions, however, the total amount of FCRHA loans will not exceed \$27,282,126.

Staff Impact:

HCD staff will continue to spend a considerable amount of time underwriting and negotiating the transaction with SCG, in coordination with the Office of the County Attorney and other County Departments.

EQUITY IMPACT:

The proposed 456 affordable rental units at Somos at McLean Metro will help achieve the Board’s goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034, which also supports the FCRHA’s overarching Strategic Plan to preserve, expand and facilitate affordable housing opportunities for households in Fairfax County.

With Fairfax County’s 2023 AMI at \$152,100 (for a family of four), the delivery of the units at Somos at McLean Metro will provide crucial affordable housing for residents earning a range of incomes between 30 percent or below to 70 percent of AMI. Further, the location of the proposed units aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the County, most notably those in mixed-use areas that are accessible to multiple bus routes. The development will promote opportunities for everyone to fully participate in the region’s economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

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FISCAL IMPACT:

The total loan amount of up to \$14,000,000 is anticipated to come from the following sources:

- Fund 30300, Affordable Housing Development and Investment Fund
- Fund 40300, Housing Trust Fund – Housing Proffer Contributions (General)
- Fund 40300, Housing Trust Fund – Housing Proffer Contributions (Tysons)
- Any additional funds allocated by the Board of Supervisors

The FCRHA loan(s) interest rate will be 2% simple interest per annum. Interest will start to accrue on funds as they are disbursed.

The FCRHA will receive an ongoing loan monitoring fee of \$7,500, escalating at three percent annually.

ENCLOSED DOCUMENTS:

Attachment 1 – Project Location Map
Attachment 2 – Financing Plan and Unit Mix
Attachment 3 – FCRHA Loan Term Sheet

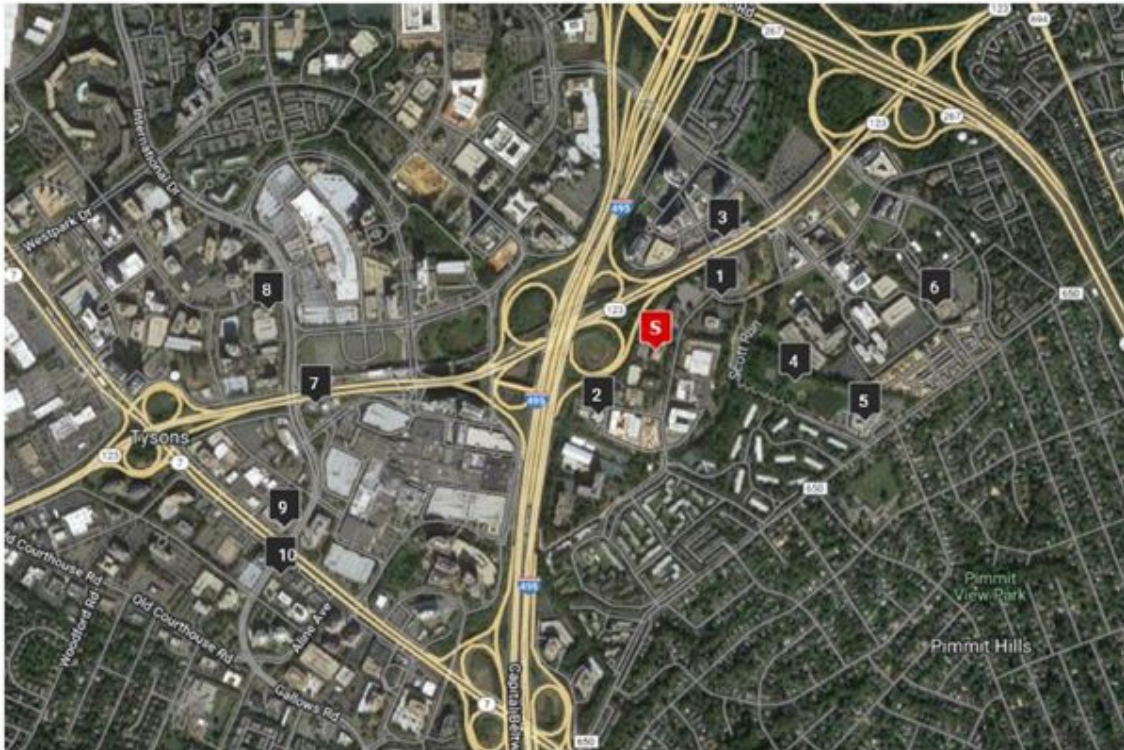
STAFF:

Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate, Finance and Development, HCD
Debashish Chakravarty, Associate Director, Real Estate Finance (REF), HCD
Alexanne Yi, Senior Real Estate Finance Officer, REF, HCD

ASSIGNED COUNSEL:

Susan Timoner, Assistant County Attorney
Brett Callahan, Assistant County Attorney

PROJECT LOCATION MAP
Somos at McLean Metro
 1750 Old Meadow Road, McLean, VA



Source: Google Earth, November 2023

LOCATIONAL AMENITIES

#	Service or Amenity	Distance to Subject	Drive Time	#	Service or Amenity	Distance to Subject	Drive Time
1	Colshire Mdw and Old Mdw Bus	0.2 miles	0 min	9	United States Postal Service	0.8 miles	5 min
2	Scotts Run Fire Station	0.2 miles	1 min	10	CVS Pharmacy	0.9 miles	7 min
3	McLean Metro Station	0.3 miles	3 min	11	Tysons Regional Library	1.0 miles	6 min
4	Westgate Park	0.3 miles	5 min	12	Fairfax County Police McLean District	1.1 miles	4 min
5	Westgate Elementary School	0.4 miles	4 min	13	Kilmer Middle School	1.4 miles	8 min
6	Safeway Grocery Store	0.6 miles	3 min	14	McLean High School	1.5 miles	7 min
7	Sunoco Gas Station	0.7 miles	4 min	15	Walmart Supercenter	1.8 miles	8 min
8	Chase Bank	0.8 miles	6 min	16	Inova Fairfax Hospital	4.5 miles	10 min

*These distances and drive times are approximate, and may vary depending upon driving routes and patterns.



Financing Plan and Unit Mix

Proposed Unit Mix:

Approximate Unit mix (subject to minor adjustments) for each phase of the development is as follows:

Phase A	30% AMI (PBV)	50% AMI	60% AMI	70% AMI	Total
Studio	0	0	61	0	61
One Bedroom	0	0	122	0	122
Two Bedroom	8	0	40	0	48
Three Bedroom	0	0	0	0	0
Total	8	0	223	0	231

Phase B	30% AMI (PBV)	50% AMI	60% AMI	70% AMI	Total
Studio	0	0	7	0	7
One Bedroom	0	10	24	6	40
Two Bedroom	0	30	89	33	152
Three Bedroom	0	13	0	13	26
Total	0	53	120	52	225

Appraised Value:

Independent appraisers, Robert Paul Jones Company (RPJ) for Phase A and Novogradac for Phase B, confirmed that the appraised values of both phases of Somos at McLean Metro fully collateralize the sum of the senior debt and applicable subordinate FCRHA loans. RPJ's Somos Phase A appraisal dated December 28, 2023 indicates a value of \$86,200,000 and Novogradac's Somos Phase B appraisal dated November 27, 2023 indicates a value of \$83,300,000.

The Department of Tax Administration has reviewed the appraisals for approved values as well as the methodology used to determine those values and has found the methodology to be appropriate and the values to be reasonable.

Financing Plan:

SCG is proposing to finance the development using four percent LIHTC, first mortgage/construction financing and tax-exempt bonds from Virginia Housing, private equity loan funds, FCRHA subordinate financing, interest income, and Deferred Developer Fee. FCRHA supplemental subordinate financing for Phase B will not exceed \$14,000,000, however, the financing structure and breakdown of County sources between the two phases may be revised before closing, subject to market conditions, to reach an optimal financing structure.

Sources and Uses as of January 25, 2024:

Sources	Phase A	Phase B	Combined
LIHTC Capital Contributions	33,784,000	32,532,000	66,316,000
First Mortgage Loan	28,340,000	36,340,000	64,680,000
Private Equity Loan Fund (PELF)	28,970,000	18,200,000	47,170,000
Committed FCRHA Blueprint Funds	12,055,429	1,226,773	27,282,202
Additional FCRHA Loans	0	14,000,000	
Construction Interest Accrual	3,297,000	2,200,000	5,497,000
Interest income on unspent private equity funds	732,550	451,847	1,184,397
Deferred Development Fee	1,250,000	2,456,231	3,706,231
Total Sources	\$ 108,428,979	\$ 107,406,851	\$ 215,835,831

Uses	Phase A	Phase B	Combined
Acquisition	10	10	20
Hard Construction Costs	71,922,804	70,104,846	142,027,650
Construction Contingency	4,635,982	5,211,315	9,847,297
Architect and Engineering	2,600,621	2,293,163	4,893,784 23,402,123
Soft Costs	11,609,016	11,793,107	
Financing/Interest	10,582,705	10,641,421	21,224,127
Reserves	2,077,841	2,362,989	4,440,830
Development Fee	5,000,000	5,000,000	10,000,000
Total Uses	\$ 108,428,979	\$ 107,406,851	\$ 215,835,831

FCRHA Loan Term Sheet

Borrower:	Somos Phase B, LLC
Developer:	SCG Development Partners, LLC
Project Address:	1750 Old Meadow Drive, McLean, Virginia 22102
Amount:	Up to \$14,000,000, which may receive funding from Housing Blueprint funds, Housing Trust Fund (HTF), and/or other sources. If the Project receives funding from multiple sources, each source will comprise a separate loan. If there are savings in the development budget upon project completion, then at the discretion of the FCRHA such savings may be used to reduce the amount of the FCRHA loan(s), so long as such reduction would not impact the project's basis under LIHTC.
Interest Rate:	Each loan will incur 2% simple interest per annum. Interest will start to accrue on funds as they are disbursed.
Repayment:	Loan will be repaid from annual net cash flow (NCF). NCF includes cash flow remaining after payment of must-pay debt service, operating expenses, operating reserves, deferred developer fee, and such other expenses as the FCRHA may reasonably approve. 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. If the funding includes Blueprint loan and other loans, payments will go first to amounts owed on the Blueprint loan; once Blueprint loan is fully repaid, payments will go to amounts owed under the other loans.
Term:	Term will be the longer of (i) term of first-position permanent loan and (ii) 30 years following conversion of first-position loan to permanent financing.
Security:	FCRHA loans will be secured by a deed of trust and will be subordinate only to the first trust mortgage. However, one or more FCRHA loans may be in lower priority lien position if acceptable to the FCRHA in its sole discretion. (If the project is funded with Blueprint and other FCRHA funds, then the Blueprint loan will be in second position, followed by other FCRHA loans in third position, fourth position, etc.)

- Affordability:** Borrower will rent approximately 53 units to households with an initial household income of no more than 50% of the area median income (AMI); approximately 120 units to households with an initial household income of no more than 60% of AMI, and approximately 52 units to households with an initial household income of no more than 70% of AMI.
- Borrower must comply with all applicable affordability and rent requirements, including LIHTC requirements during the LIHTC compliance period. Affordability and rent restrictions related to FCRHA loans will appear in one or more agreements recorded in the land records for the property and will run with the land for the term of the loan(s).
- Right of First Refusal:** Borrower will execute a Right of First Refusal Agreement, subject only to the developer's and investors' option rights under its operating agreement, as approved by the FCRHA. If the developer or investors exercise their right to purchase the property, the purchaser will be required to maintain the minimum affordability requirements pursuant to the land use restriction agreement in favor of the FCRHA.
- Developer Fee:** Borrower may pay a developer fee to Developer, the total and deferred amounts of which are subject to the terms of the negotiated loan documents. Borrower may recoup its deferred developer fee in full before making payments on FCRHA loans, subject to terms to be finalized between FCRHA and Borrower.
- 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 a total annual monitoring fee of \$7,500, escalating at 3% annually, across all FCRHA Loans for monitoring project compliance with the affordability requirements detailed in the loan documents. The fee may be cash flow dependent but must be paid prior to any other cash flow dependent payments.
- Reserves:** At funding, Borrower will establish a repair and replacement reserve. Such amount may be consistent with the first position lender's or investor's requirements, as approved by the FCRHA.
- 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, as further described in the loan documents to be negotiated for the project, provided that Borrower must notify the FCRHA in advance and the transferee must assume the loan(s).

Senior Loan: The first position loan must have a fixed interest rate, provided that the FCRHA may approve a variable rate senior construction loan in its sole discretion. The permanent first position loan must amortize.

First position lender must enter into intercreditor or subordination agreement with the FCRHA on terms reasonably acceptable to the FCRHA including, without limitation, the right to cure defaults, to acquire the senior debt, and to acquire ownership of the property.

Other Loans: Borrower may not subject the property to any deed of trust or other lien, whether senior or subordinate to the FCRHA loan(s), and whether secured or unsecured, without the prior approval of the FCRHA, except as specifically permitted in the loan documents.

Refinancing: Borrower may not refinance senior debt on the Project without the FCRHA's consent. FCRHA loans will become due upon any refinancing of the senior permanent loan. The FCRHA, in its sole discretion, may agree to resubordinate one or more of the FCRHA loans upon such refinancing.

Closing Conditions: Borrower will execute the FCRHA loan documents concurrently with Borrower's construction loan closing (Closing). Unless waived by the FCRHA in its sole discretion, the following conditions must be met before Closing:

- Fully executed construction loan documents and construction contract.
- Fully executed partnership/operating agreement of Borrower, with admission of investor.
- Fully executed loan commitment for permanent loan, and all necessary approvals for any other permanent and/or ongoing funding sources.
- A satisfactory appraisal, dated no earlier than 6 months before Closing, showing a property value that exceeds the aggregate debt on the property.
- ALTA survey and Lender's title insurance policy for the benefit of the FCRHA, from a title company acceptable to the FCRHA.

- Zoning letter from the Fairfax County Department of Planning and Zoning, site plan, building permits, etc.
- Borrower organizational documents (including good standing certificate and authorizing resolutions)
- Legal opinion of Borrower's counsel.
- Final underwriting acceptable to the FCRHA, including sources and uses, development budget, annual operating expenses, 30-year cash flow analysis, and a development schedule.
- Such other documents and information as the FCRHA may reasonably require.

Disbursement: FCRHA loan funds shall be disbursed at construction completion or earlier as may be permitted under the loan documents. Conditions precedent to funding the FCRHA loan(s) shall be detailed in the loan documents, and shall include the following:

Funding at 50%:

- Certification of architect that at least 50% of the construction contract price has been expended.
- Payment and performance bond specifying the FCRHA as a named insured.
- No outstanding defaults under any loan, construction, or other project-related agreement.
- Such other items and information as the FCRHA may reasonably require.

Funding at completion of construction:

- Certificate of substantial completion from project architect
- Final construction lien releases, all occupancy permits, and a set of as-built drawings for the project.
- 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 full or partial exceptions to any provision 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:

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
Name:
Title:

BORROWER:

Somos Phase B, LLC

By: _____
Name:
Title:

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ACTION – 7

Authorization for the Fairfax County Redevelopment and Housing Authority to Make Loans to Subsidiaries of Lincoln Avenue Capital of up to \$11,000,000 to Finance Phase II of the Residences at Government Center II Development (Braddock District)

ISSUE:

Board of Supervisors (Board) authorization for the Fairfax County Redevelopment and Housing Authority (FCRHA) to provide subordinate financing loans (FCRHA Loans) of up to \$11,000,000, to subsidiaries of Lincoln Avenue Capital (LAC) for Phase II (Project) of the Residences at Government Center II redevelopment in the Braddock District.

RECOMMENDATION:

The County Executive recommends the Board authorize the FCRHA to make loans of up to \$11,000,000 to LAC for the development of affordable housing with the Project.

TIMING:

Board action is requested on February 20, 2024. The developer, LAC, must be able to demonstrate approval of the subordinate financing needed for the Project to make their nine percent Low-Income Housing Tax Credit (LIHTC) application competitive. The nine percent LIHTC application is due to Virginia Housing in March 2024.

BACKGROUND:

LAC, founded in 2016, is a privately held, well-capitalized affordable housing developer headquartered in Santa Monica, California, focused on creating quality affordable and workforce rental residences. With a portfolio of over 100 properties across the country, LAC possesses extensive experience in working with local housing authorities, non-profits, and governmental entities. Examples of projects where LAC partnered with housing authorities and other entities include: Cityside, a 569-unit multifamily community in the Mount Vernon District of Fairfax County, Gateway at Lake Jackson, a 80-unit multifamily community in the Houston Metro Area, Texas, and Southern Highlands, a 151-unit multifamily community in National City, California.

Previous Actions:

The Board previously conveyed the existing Parking Lots G and H at the Fairfax County Government Center (the Project Site) to the FCRHA for redevelopment as affordable housing. The FCRHA entered into an Interim Agreement with LACM VA, LLC, a

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subsidiary of LAC (LACM), on June 7, 2022, through the Virginia Public-Private Educational Facilities Infrastructure Act (PPEA) for the Residences at Government Center II development (Development). Pursuant to the Interim Agreement, LAC sought the requisite land use approvals for the Development, which were obtained in early 2023. The FCRHA then entered into a Comprehensive Agreement with LACM on January 19, 2023, giving LACM and other LAC subsidiaries site control over the Project Site. In the FY 2023 NOFA cycle, the FCRHA committed \$14 million in subordinate financing for Phase I of the Development. LAC received high scores on its Phase I LIHTC application and was awarded nine percent LIHTC for Phase I in the 2023 LIHTC cycle.

Project Description:

The overall proposed development, Residences at Government Center II (Development), includes 279 units of affordable housing in two five-story buildings serving residents from 30 percent to 70 percent of Area Median Income (AMI). As design progresses, minor revisions to these unit counts may become necessary. The Development will also contain an approximately 15,000 square foot community space that will be used to provide a daycare facility and other resident and community-based services.

The Development was planned to be financed and constructed in two phases, with each building and a proportional component of the underground garage comprising a “phase.” The north building (Phase I) will include a nine percent and a four percent LIHTC component (Phase I Nine and Phase I Four). The south building (Phase II) is the “Project” for purposes of the loan requested in this Item and will also include a nine percent and a four percent LIHTC component (Phase II Nine and Phase II Four). Each component will be conveyed to a distinct subsidiary of LAC under a long-term ground lease where the FCRHA is the landlord and maintains ownership of the underlying fee interest in the property.

Additional benefits of the Development include:

- a) Approximately 279 units of affordable multifamily housing, or 144 units for Phase I and 135 units for Phase II, in the high-cost Braddock District of Fairfax County, VA.
- b) Serving approximately 11 percent of residents at or below 30 percent of AMI, approximately six percent of residents at or below 40 percent of AMI, approximately 14 percent of residents at or below 50 percent of AMI, approximately 63 percent of residents at or below 60 percent of AMI, and approximately six percent of residents at or below 70 percent of AMI.
- c) Property amenities include a business center, fitness facility, on-site management, community rooms, and Resident Lounges.

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- d) On-site pedestrian promenade will be added to create access to and from the County Government Center buildings as well as to create more private exterior resident amenities. Existing mature trees lining the perimeter of the site will be preserved.
- e) A daycare facility to be provided in the north building (Phase I) will be operated by Fairfax County based 501(c)(3) service provider, Cornerstones.
- f) Affordability for a period of 99 years per Ground Lease.
- g) Will include rooftop solar arrays which will help minimize the environmental impact of the development and ultimately lower tenants' utility bills.
- h) EarthCraft Gold or equivalent Certification
- i) Universal Design in all units as well as all of the common areas for both buildings.
- j) 30 Americans with Disabilities Act (ADA) compliant units in the north building (Phase I) and 23 ADA units in the south building (Phase II).
- k) Seven Project-Based Vouchers (PBVs) for each phase of the Development.

A more detailed summary of the Development is attached to this item as Attachment 2.

Summary of Anticipated Project Financing:

LAC submitted a subordinate financing application for the Project for up to \$11,000,000 through the FCRHA's Fiscal Year 2024 Notice of Funding Availability (NOFA). LAC anticipates utilizing approximately \$4,500,000 for the nine percent component of the Project (Phase II Nine) and approximately \$6,500,000 for the four percent component of Project (Phase II Four), the exact amounts for each component may shift as long as the aggregate amount remains at or below \$11,000,000.

The financing plan for the Development is further described in Attachment 3.

Closing:

Assuming a nine percent LIHTC award for the Phase II Nine component in 2024, the anticipated closing on financing for both Phase I and Phase II of the Development will be in the fall of 2024. Requirements for the closing 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 four and nine percent tax credit allocations from VA DHCD for both Phase I and Phase II.
3. Commitment and disbursement from tax credit investor.
4. Final underwriting by HCD Staff.
5. Satisfactory appraisal of the property that collateralizes the loan.

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6. Receipt and approval of all required third-party reports by HCD staff.
7. Other factors as deemed necessary to protect the interest of the FCRHA and Fairfax County, including alternative but similar loan terms if deemed reasonably necessary by an Assistant Secretary of the FCRHA, subject to the maximum loan amount set forth in this item.

EQUITY IMPACT:

The proposed 274 affordable rental units at the Residences at Government Center II Development will help achieve the Board's goal of increasing the supply of affordable housing with a minimum of 10,000 new units by 2034 to meet the needs of working families. With Fairfax County's 2023 AMI at \$152,100 (for a family of four), the delivery of the Residences at Government Center II Development will provide crucial affordable housing for residents earning a range of incomes between 30 percent or below to 70 percent of AMI. Further, the location of the proposed units aligns with the One Fairfax Policy, which recommends, in part, (i) the implementation of housing policies and practices that encourage all who want to live in Fairfax to be able to do so, and (ii) the providing of a full spectrum of housing opportunities across the County, most notably those in mixed-use areas that are accessible to multiple modes of transport. The Development will promote opportunities for everyone to fully participate in the region's economic vitality, contribute to its readiness for the future, and connect to its assets and resources.

FISCAL IMPACT:

The aggregate loan amount of up to \$11,000,000 is anticipated to be funded from Fund 30300, Affordable Housing Development and Investment Fund. American Rescue Plan Act funds may also be a potential source. Further, if the Board subsequently acts to make other local funds available for affordable housing development, then HCD may substitute such funds, in whole or in part, for the above enumerated sources. The FCRHA loans shall bear interest at two percent per annum with interest accrual starting on actual disbursement of funds.

The FCRHA will receive total ongoing loan monitoring fees of \$10,000 for Phase II, specifically \$5,000 from the Phase II Nine component and \$5,000 from the Phase II Four component, each escalating at three percent annually for the loans.

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ENCLOSED DOCUMENTS:

Attachment 1 – Location Map
Attachment 2 – Project Summary
Attachment 3 – Financing Plan
Attachment 4 – Loan Term Sheet

STAFF:

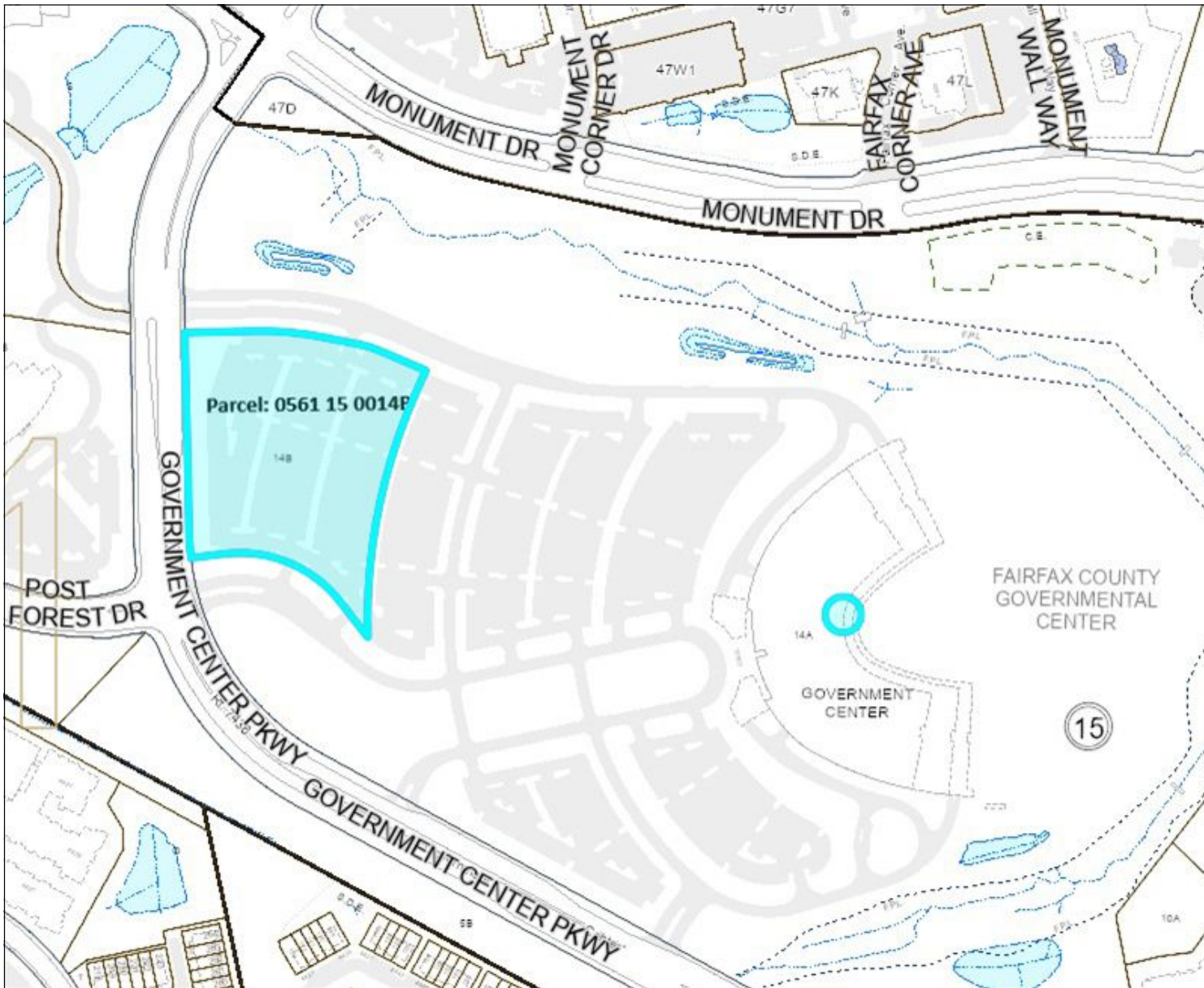
Christopher A. Leonard, Deputy County Executive
Thomas Fleetwood, Director, Department of Housing and Community Development (HCD)
Anna Shapiro, Deputy Director, Real Estate, Finance and Development, HCD
Debashish Chakravarty, Associate Director, Real Estate Finance (REF), HCD
Julie Chen, Senior Real Estate Finance Manager, REF, HCD

ASSIGNED COUNSEL:

Ryan A. Wolf, Senior Assistant County Attorney



Attachment 1 - Residences at Government Center II Location Map



Legend

- Parcels

Notes:
 Development Site: Fairfax County Tax Map # 56-1 ((15)), parcel 14B.

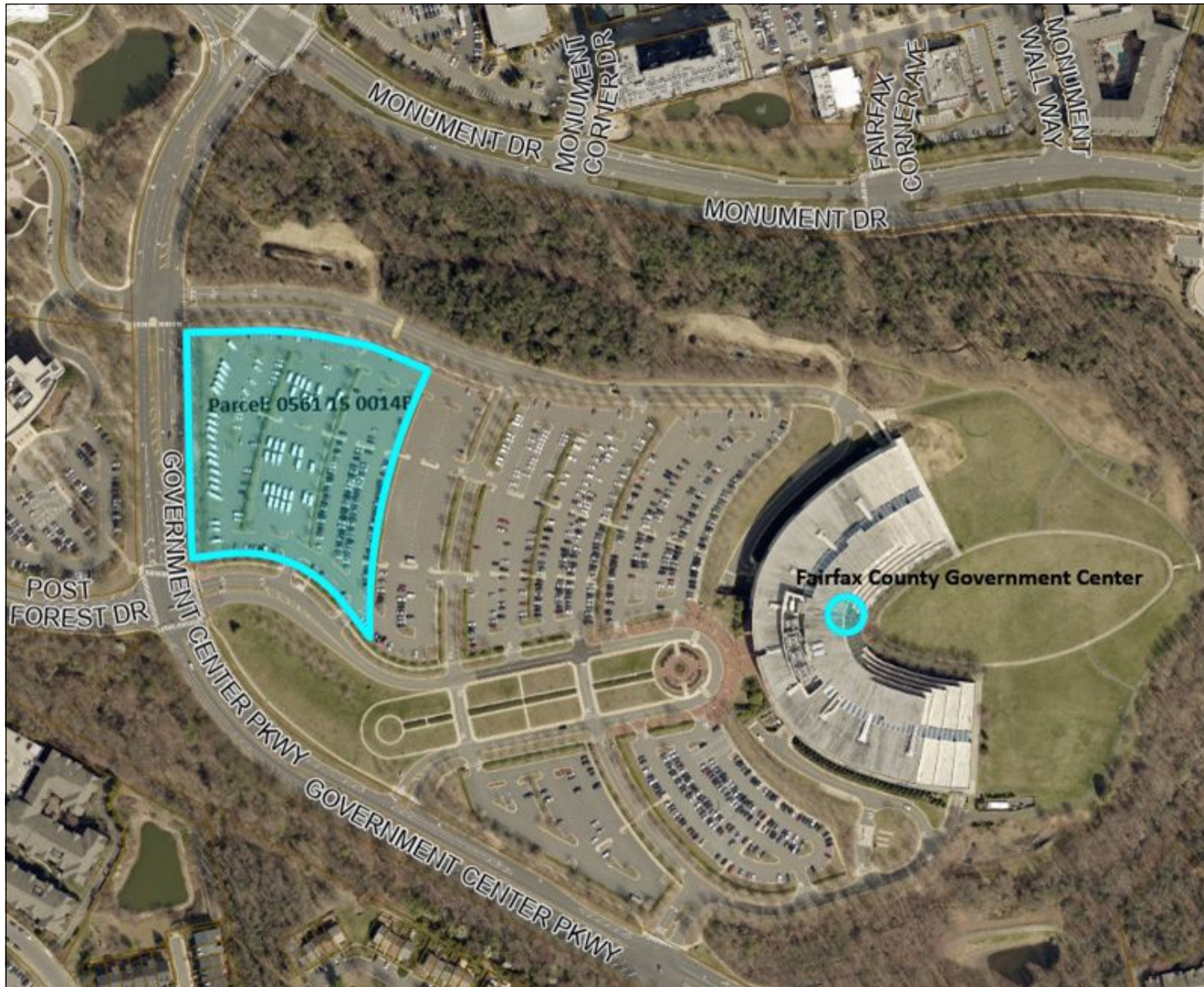
Map produced: 1/4/2024

0 0.14 0.3 Miles

This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.



Attachment 1 - Residences at Government Center II Location Map



Legend

Parcels

Notes:

Development Site: Fairfax County Tax Map # 56-1 ((15)), parcel 14B.

Map produced: 1/4/2024

0 0.14 0.3 Miles



This map is intended for reference purposes only. Fairfax County does not provide any guarantee of the accuracy or completeness regarding the map information.

PROJECT SUMMARY
Residences at Government Center II

GENERAL:

The development is anticipated to include the following:

- Phase I (North Building):
 - Construction of a 144-unit apartment building for households with incomes from 30 percent of Area Median Income (AMI) or below to 70 percent of AMI.
- Phase II (South Building):
 - Construction of a 135-unit apartment building for households with incomes from 30 percent of AMI or below to 70 percent of AMI.
- Childcare Facility and Community Center:
 - 15,000 Square Feet.
 - Located in the north building (within the scope of Phase I)
 - To be operated by Fairfax County based 501(c)(3) service provider, Cornerstones.
- Parking Spaces:
 - An underground garage to be shared by both North and South buildings and provide approximately 341 parking spaces.
- Ground Leases:
 - LAC intends to enter into long-term unsubordinated Ground Leases with the Fairfax County Redevelopment and Housing Authority (FCRHA) for terms of 99 years, for each of the nine percent and four percent LIHTC components in the Development.

BENEFITS OF THE DEVELOPMENT:

- Approximately 279 units of affordable multifamily housing, or 144 units for Phase I and 135 units for Phase II, in the high-cost Braddock District of Fairfax County, VA.
- Serving approximately 11 percent of residents at or below 30 percent of AMI, approximately six percent of residents at or below 40 percent of AMI, approximately 14 percent of residents at or below 50 percent of AMI, approximately 63 percent of residents at or below 60 percent of AMI, and approximately six percent of residents at or below 70 percent of AMI.
- Property amenities include a business center, fitness facility, on-site management, community rooms, and resident lounges.

- On-site pedestrian promenade will be added to create access to and from the County Government Center buildings as well as to create more private exterior resident amenities. Existing mature trees lining the perimeter of the site will be preserved.
- A daycare facility to be provided in the north building (Phase I) will be operated by Fairfax County based 501(c)(3) service provider, Cornerstones.
- Affordability for a period of 99 years per Ground Lease.
- Will include rooftop solar panels which will help minimize the environmental impact of the development and ultimately lower tenants' utility bills.
- EarthCraft Gold or equivalent Certification and Universal Design in all units as well as all of the common areas for both buildings.
- 30 Americans with Disabilities Act (ADA) compliant units in the north building (Phase I) and 23 ADA units in the south building (Phase II).
- Seven Project Based Vouchers (PBVs) for the Phase II Nine portion of the Development, and seven PBVs for the Phase I Nine portion of the Development.

APPRAISED VALUE:

According to the appraisal prepared by Robert Paul Jones, Inc. dated November 10, 2023, the 'Forced Liquidation Decontrol Value', based on restricted rents being maintained for 3 years after foreclosure, is \$51,867,000 for the north building (Phase I), and \$49,833,000 for the south building (Phase II). The FCRHA loans to be provided for each Phase of the development are fully collateralized by the Decontrol Value of the property. The Department of Tax Administration (DTA) has reviewed the appraisal for approved values as well as the methodology used to determine those values and has concluded that the methodology used is appropriate and the values are reasonable.

PROPOSED UNIT MIX AND AFFORDABILITY RESTRICTIONS:

The development contains two rent rate structures: Low-Income Housing Tax Credits (LIHTC) rents set by Virginia Housing and Project-Based Voucher (PBV) rents established by the FCRHA, using a U.S. Department of Housing and Urban Development regulatory structure. The regulatory structure dictates the gross rent that a landlord can receive when using a project-based voucher. When the voucher is applied to each unit, the tenant's portion of the rent will not exceed the maximum LIHTC (non-PBV) rents.

Approximate Unit mix (subject to minor adjustments) for each phase of the development is as follows:

Phase I (Proposed 144 Units in Total):**Phase I North Four**

	40% AMI	60% AMI	70% AMI	# of Units
One Bedroom	3	24	3	30
Two Bedroom	3	28	3	34
Three Bedroom	2	6	2	10
Total	8	58	8	74

Phase I North Nine

	30% AMI	40% AMI (PBV Units)	50% AMI	60% AMI	# of Units
One Bedroom	2	2	4	3	11
Two Bedroom	3	3	15	23	44
Three Bedroom	2	2	3	8	15
Total	7	7	22	34	70

Phase II (Proposed 135 Units in Total):**Phase II South Four**

	40% AMI	60% AMI	70% AMI	# of Units
One Bedroom	3	39	3	45
Two Bedroom	3	13	3	19
Three Bedroom	2	1	2	5
Total	8	53	8	69

Phase II South Nine

	30% AMI	30% AMI (PBV Units)	50% AMI	60% AMI	# of Units
One Bedroom	2	2	3	3	10
Two Bedroom	3	3	13	21	40
Three Bedroom	2	2	3	9	16
Total	7	7	19	33	66

FINANCING PLAN:

For each phase of the Residences at Government Center II development, Lincoln Avenue Capital (LAC) is proposing a financing plan using both nine percent and four percent LIHTC. Each LIHTC deal, four in total, will be developed by a separate entity established by LAC. The financing structure for each LIHTC deal consists of LIHTC, first mortgage financing likely from either Freddie Mac or Fannie Mae, subordinate financing from the FCRHA, Solar Tax Credit Equity, short-term bond reinvestment proceeds, and Deferred Developer Fee. For Phase I, the aggregate amount of gap financing provided by the FCRHA of up to \$14,000,000 was approved back in February 2023. For Phase II, the aggregate amount of gap financing requested from the FCRHA for up to \$11,000,000 is presented in the item. The financing structure and breakdown between the nine percent and four percent transactions within each phase may be revised before closing subject to market conditions to reach an optimal financing structure.

Phase I Sources & Uses (Previously Approved)

PHASE I	North Nine	North Four	
Sources	9% Sources	4% Sources	Combined Sources
First Mortgage	\$9,740,000	\$11,330,000	\$21,070,000
GP Capital Contribution	\$100	\$100	\$200
LIHTC Equity	\$22,322,768	\$13,210,541	\$35,533,309
Fairfax DHCD Blueprint Funds	\$6,000,000	\$8,000,000	\$14,000,000
Solar Credit Equity	\$142,500	\$99,750	\$242,250
Short-Term Bond Reinvestment Proceeds	\$0	\$2,242,430	\$2,242,430
Deferred Developer Fee	\$2,208,749	\$2,551,824	\$4,760,573
Total Sources	\$ 40,414,117	\$ 37,434,645	\$ 77,848,762
Uses	9% Uses	4% Uses	Combined Uses
Acquisition	\$0	\$0	\$0
Construction Hard Costs	\$31,687,596	\$26,472,565	\$58,160,160
Project Soft Costs	\$1,181,619	\$1,109,808	\$2,291,427
Tax Credit Fees	\$242,500	\$150,351	\$392,851
Bond Costs	\$0	\$408,056	\$408,056
Financing Costs	\$571,075	\$2,676,161	\$3,247,236
Construction Interests	\$2,755,014	\$2,633,790	\$5,388,805
Escrows and Reserves	\$676,313	\$812,829	\$1,489,142
Developer Fee	\$3,300,000	\$3,171,085	\$6,471,085
Total Uses	\$ 40,414,117	\$ 37,434,645	\$ 77,848,762

Phase II Sources & Uses (Proposed)

PHASE II	South Nine	South Four	
Sources	9% Sources	4% Sources	Combined Sources
First Mortgage	\$9,430,000	\$9,320,000	\$18,750,000
GP Capital Contribution	\$100	\$100	\$200
LIHTC Equity	\$19,503,050	\$9,074,439	\$28,577,489
Fairfax DHCD Blueprint Funds	\$4,500,000	\$6,500,000	\$11,000,000
Solar Credit Equity	\$142,500	\$141,000	\$283,500
Deferred Developer Fee	\$1,589,327	\$1,500,127	\$3,089,454
Total Sources	\$ 35,164,977	\$ 26,535,666	\$ 61,700,643
Uses	9% Uses	4% Uses	Combined Uses
Acquisition	\$0	\$0	\$0
Construction Hard Costs	\$26,967,133	\$19,600,721	\$46,567,854
Project Soft Costs	\$1,145,647	\$818,039	\$1,963,686
Tax Credit Fees	\$198,250	\$120,582	\$318,832
Bond Costs	\$0	\$441,354	\$441,354
Financing Costs	\$538,382	\$437,648	\$976,030
Construction Interests	\$2,682,044	\$2,036,255	\$4,718,299
Escrows and Reserves	\$630,560	\$717,314	\$1,347,874
Developer Fee	\$3,002,961	\$2,363,753	\$5,366,714
Total Uses	\$ 35,164,977	\$ 26,535,666	\$ 61,700,643

FY24 NOFA - Loan Term Sheet:

Borrower:	Two (2) to-be-determined subsidiaries of Developer.
Developer:	Lincoln Avenue Capital.
Project Address:	Government Center Parkway; Fairfax County Tax Map # 56-1 ((15)), parcel 14B. To-be-constructed "south" building, consisting of two separate leaseholds, one financed with 9% low-income housing tax credits (LIHTC) and one with 4% LIHTC.
Amount:	Up to aggregate total of \$11,000,000. Anticipate \$6,500,000 to the 4% component and \$4,500,000 to the 9% component; individual component figures may change, subject to aggregate maximum of \$11,000,000. Each component may receive funding from Housing Blueprint program and/or American Rescue Plan Act (ARPA) funds. If a component receives funding from both sources, each source will comprise a separate loan.
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, deferred developer fee, and such other expenses as the FCRHA may reasonably approve. 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. If a component receives both a Blueprint loan and an ARPA loan, payments will go first to amounts owed on the Blueprint loan; once Blueprint loan is fully repaid, payments would go to amounts owed under the ARPA loan.
Term:	Term will be the longer of (i) term of first-position permanent loan and (ii) 30 years following conversion to permanent financing.
Security:	Second position deed of trust against the property, or such lower priority lien position as the FCRHA may accept in its sole discretion. (If a project component is funded with both Blueprint and ARPA funds, then the Blueprint loan will be in second position, and the ARPA loan will be in third position.) At Loan Closing (and not as an ongoing requirement to release loan proceeds), 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 NOFA loan(s) together with all higher priority loans.

Affordability:

Borrower (9%) will rent approximately 14 units to households with an initial household income of no more than 30% of the area median income (AMI); approximately 19 units to households with an initial household income of no more than 50% of AMI, and approximately 33 units to households with an initial household income of no more than 60% of AMI.

Borrower (4%) will rent approximately 8 units to households with an initial household income of no more than 40% of the area median income (AMI); approximately 53 units to households with an initial household income of no more than 60% of AMI, and approximately 8 units to households with an initial household income of no more than 70% of AMI.

Unit counts may shift from one component (9%/4%) to the other.

After initial qualification and occupancy, a household's income may not exceed 140% of the imputed maximum income restriction on that unit in accordance with LIHTC program regulations.

Borrower may not charge more than one-twelfth of 30% of the applicable AMI tier for rent. If tenants will pay their own utilities, then Borrower may not charge more for rent than one-twelfth of 30% of the applicable AMI tier, minus a utility allowance determined in accordance with an engineering study pursuant to LIHTC program regulations, except that, for PBV units, the utility allowance will be as required by the PBV program. The FCRHA will not unreasonably withhold approval of a Borrower request to use the utility allowances resulting from the engineering study for PBV units.

Blueprint 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 the NOFA loan(s) are repaid before such time.

Option & ROFR:

Borrower will provide FCRHA with an option to purchase the property and a right of first refusal for the property. The ROFR price will be for the greater of the third-party-offered price or the customary debt plus exit taxes structure. The option will be exercisable at year 15 for one year at the then-current fair market

value. Each of the FCRHA's option and ROFR rights will be subordinate to senior debt financing and will not apply to offers where the purchaser is related to the Developer.

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 full before making amortization payments on the Blueprint 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 each project component for monitoring project compliance with Blueprint/ARPA affordability requirements. (If a project component is funded with both Blueprint and ARPA funds, the monitoring fee will be \$5,000 (plus escalation) across all loans on that project component.) 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 and that the transferee assumes the loan(s).

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; (ii) for transfers of the investor's interests in the Borrower to Borrower's general partner / managing member (or to a commonly controlled affiliate) after the end of the LIHTC compliance period; and (iii) for transfers of general partner / managing member interests to a commonly controlled affiliate of Developer, so long as Developer's chief executive officer remains the same.

Senior Loan: The first position loan must have a fixed interest rate, provided that the FCRHA may approve a variable rate senior construction loan in its reasonable discretion (including management of the risk of variable rates). Upon conversion to permanent financing, the first position loan must amortize.

First position lender must enter into intercreditor / subordination agreement with FCRHA on terms reasonably acceptable to the FCRHA including, without limitation, 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 Blueprint loan, Borrower may not subject the property to any deed of trust or other lien, whether senior or subordinate to the NOFA loan(s), without the prior approval of the FCRHA, except as specifically permitted in the loan documents.

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 annual payment of the NOFA loan(s) in priority of payment from NCF, except as specifically permitted in the loan documents.

Refinancing: Loans funded with Blueprint funds will become due on any refinancing of the senior loan. The FCRHA, in its reasonable discretion, may agree to keep the Blueprint loan in place on a refinancing of the senior loan upon such terms and conditions as it may negotiate.

Loans funded with ARPA funds will remain in place in connection with any refinancing. Borrower may not refinance senior debt on a project component subject to an ARPA loan without FCRHA's reasonable consent.

FCRHA Termination Right: If 9% Borrower does not obtain an award of 9% LIHTC in 2024, the FCRHA reserves the right to terminate the loan commitment for both components and funding sources.

ARPA Terms: Borrower may not prepay any ARPA-funded loan.

Borrower must waive its right to a qualified contract under the LIHTC program.

Borrower will repay any ARPA-funded loan if the project becomes non-compliant with any LIHTC program requirements, including if the project ceases to meet the requirements of a "qualified low-income housing project" or "qualified residential rental project" or if

the project fails to comply with the terms of the extended use agreement (or similar document) with Virginia Housing.

Borrower will provide such information as reasonably requested by FCRHA in connection with ARPA reporting obligations.

Borrower will comply with all applicable ARPA regulations.

Closing & Funding: Subject to certain conditions, Borrower will execute NOFA loan documents concurrently with closing on its construction loan documents (Closing).

Subject to certain conditions, the FCRHA will fund 50% of the maximum 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 NOFA loan(s) provided at Funding, so long as such reduction would not impact the project's basis under LIHTC regulations.

Closing Conditions: Closing on any ARPA-funded loan must occur on or before December 31, 2024.

Fully executed construction loan documents and construction contract.

Fully executed partnership/operating agreement of Borrower, with admission of investor.

Fully executed loan commitment for permanent loan, and all necessary approvals for any other permanent and/or ongoing funding sources.

If not already provided, a satisfactory appraisal (see "Security", above), dated no earlier than 6 months before Closing.

Lender's title insurance policy for the benefit of the FCRHA, from a title company acceptable to the FCRHA.

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.

All site control, equity, and non-FCRHA loan documents must be reasonably acceptable to FCRHA.

Final underwriting acceptable to the FCRHA, including sources and uses, development budget, annual operating expenses, 15-year cash flow analysis, development schedule.

FCRHA loan documents fully negotiated and in final form.

Such other items and information as the FCRHA may reasonably require.

Early Funding
Conditions:

Certification of architect that at least 50% of the construction contract price has been expended.

Payment and performance bond specifying the FCRHA as a named insured.

Mutually acceptable intercreditor agreement with construction lender.

No outstanding defaults under any loan, construction, or other project-related agreement.

Such other items and information as the FCRHA may reasonably require.

Funding Conditions: Funding of any ARPA-funded loan must occur by no later than December 31, 2026.

Completion of construction, evidenced by FCRHA's receipt 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.

Satisfactory title bringdown.

Execution by an Assistant Secretary of the FCRHA.

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 full or partial exceptions to any provision 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:

FAIRFAX COUNTY REDEVELOPMENT AND HOUSING AUTHORITY

By: _____
Name:
Title:

BORROWER:

[]

By: _____
Name:
Title:

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, as identified below, where discussion in an open session would adversely affect the negotiating or litigating posture of the public body, as well as consultation with legal counsel regarding specific legal matters listed below requiring the provision of legal advice by such counsel, all as permitted by Virginia Code § 2.2-3711(A) (7) and (8).

1. *Federal Communications Commission Notice of Proposed Rulemaking Regarding Cable Operator and DBS Provider Billing Practices (MB Docket No. 23-405) and Future FCC Consumer Protection Proceedings*
2. *Anthry Raul Milla v. PFC McComas and PFC D. Brown*, Case No. 21-1379 (U.S. Ct. of App. for the Fourth Cir.)
3. *Khalid Benmama v. Shantelle Jennings*, Case No. GV23-021360 (Fx. Co. Gen. Dist. Ct.)
4. *Jay Riat, Building Official for Fairfax County, Virginia v. Qusay Satter and Israa Satter*, Case No. GV24-000889 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
5. *Jay Riat, Building Official for Fairfax County, Virginia v Libero Investments, LLC*, Case No. GV24-002402 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
6. *Jay Riat, Building Official for Fairfax County, Virginia v. Jaime Alberto Velis and Edmar A. Martinez*, Case No. GV23-008514 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
7. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Carol L. Gage*, Case No. GV23-024499 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
8. *Jay Riat, Building Official for Fairfax County, Virginia v. Mohammed F. Talukder and Momataz Parvin*, Case No. CL-2023-0000871 (Fx. Co. Cir. Ct.) (Mason District)

Board Agenda Item
February 20, 2024

9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hang Le T. Tran*, Case No. GV24-001443 (Fx. Co. Gen. Dist. Ct.) (Mason District)
10. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia NVIP Owner, LLC, and Duran Floral Design, LLC*, Case No. GV23-020667 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
11. *Jay Riat, Building Official for Fairfax County, Virginia v. Winkal Holdings, LLC*, Case No. GV23-021013 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
12. *Jay Riat, Building Official for Fairfax County, Virginia v. Elena Morales*, Case No. GV23-022047 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
13. *Jay Riat, Building Official for Fairfax County, Virginia v. Corey Mandez Ingram*, Case No. GV23-024500 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
14. *Jay Riat, Building Official for Fairfax County, Virginia v. L&T Food Distributor, Inc., and My Vo Management, LLC*, Case No. GV23-024093 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
15. *Jay Riat, Building Official for Fairfax County, Virginia v. Close It Now 365, LLC*, Case No. GV24-001274 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
16. *Jay Riat, Building Official for Fairfax County, Virginia v. B9 Sequoia NVIP Owner, LLC*, Case No. GV24-001715 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
17. *Jay Riat, Building Official for Fairfax County, Virginia v. Aminullah Abassi and Samira Abassi*, Case No. GV23-014337 (Fx. Co. Gen. Dist. Ct.) (Providence District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Milestone Properties in Fairfax, LLC*, Case No. GV24-002119 (Fx. Co. Gen. Dist. Ct.) (Providence District)
19. *Jay Riat, Building Official for Fairfax County, Virginia v. Sarra Semere and Helen Semere-Kifle*, Case No. GV24-000910 (Fx. Co. Gen. Dist. Ct.) (Providence District)
20. *Board of Supervisors v. Great Falls Youth Rugby*, Case No. (pending), (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

Board Agenda Item
February 20, 2024

3:30 p.m.

Public Hearing on PCA 79-C-089-02 (RZPA 2022-SU-00129) (Agape Property Management LLC) to Amend the Proffers for RZ 79-C-089 Previously Approved for Office to Permit Deletion of Land Area and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 1.08, Located on Approximately 3.79 Acres of Land (Sully District) (Concurrent with RZ 2022-SU-00013, SE 2022-SU-00030, and SEA 00-Y-017-02 and Associated with PA 2023-III-3UP)

and

Public Hearing on RZ 2022-SU-00013 (Agape Property Management LLC) to Rezone from I-5, AN, HC and WS to C-4, AN, HC and WS to Permit an Independent Living Facility for Low Income Residents and Adult Day Care with an Overall Floor Area Ratio of 1.08, Located on Approximately 3.79 Acres of Land (Sully District) (Concurrent with PCA 79-C-089-02 (RZPA 2022-SU-00129) and SE 2022-SU-00030/SEA 00-Y-017-02 and Associated with PA 2023-III-3UP)

and

Public Hearing on SE 2022-SU-00030 (Agape Property Management LLC) to Permit an Independent Living Facility for Low Income Residents and Adult Day Care Center, Located on Approximately 3.79 Acres of Land (Sully District) (Concurrent with PCA 79-C-089-02 (RZPA 2022-SU-00129) and RZ 2022-SU-00013/SEA 00-Y-017-02 and Associated with PA 2023-III-3UP)

and

Public Hearing on SEA 00-Y-017-02 (Agape Property Management LLC) to Amend SE 00-Y-017 Previously Approved for Office to Permit Deletion of Land Area and Associated Modifications to Site Design and Development Conditions, Located on Approximately 3.79 Acres of Land (Sully District) (Concurrent with PCA 79-C-89-02 (RZPA 2022-SU-00129), RZ 2022-SU-00013 and SE 2022-SU-00030 and Associated with PA 2023-III-3UP)

This property is located on the S.E. side of Thunderbolt Pl., W. of Centerview Dr. Tax Map 34-4 ((12)) C7.

This property is located on the S.E. side of Thunderbolt Pl., W. of Centerview Dr. Tax Map 34-4 ((12)) C7.

This property is located on the S.E. side of Thunderbolt Pl., W. of Centerview Dr. Tax Map 34-4 ((12)) C7.

Board Agenda Item
February 20, 2024

This property is located on the S.E. side of Thunderbolt Pl., W. of Centerview Dr. Tax Map 34-4 ((12)) C7.

PLANNING COMMISSION RECOMMENDATION:

On February 7, 2024, the Planning Commission voted 10-0 (Commissioners Murphy and Hancock were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ-2022-SU-00013, subject to the execution of proffered conditions consistent with those dated January 25, 2024;
- Approval of PCA-79-C-089-02;
- Approval of SE 2022-SU-00030, subject to the development conditions dated January 25, 2024;
- Approval of SEA-00-Y-017-02; and
- Approval of a modification of the Zoning Ordinance to allow a reduction in loading spaces from three to one.

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:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Emma Estes, Planner, DPD

Board Agenda Item
February 20, 2024

3:30 p.m.

Public Hearing on SE 2023-SP-00016 (11 Valley Road LLC) to Permit a Waiver of the Minimum Lot Width Requirement in the R-1 District to Permit a Subdivision of the Subject Property into Three Lots, Located on Approximately 3.83 Acres of Land (Springfield District)

This property is located at 11433 Valley Rd., Fairfax, 22033. Tax Map 46-4 ((2)) 25.

PLANNING COMMISSION RECOMMENDATION:

On February 7, 2024, the Planning Commission voted 10-0 (Commissioners Murphy and Hancock were absent from the meeting) to recommend to the Board of Supervisors approval of SE 2023-SP-00016, subject to the proposed development conditions dated January 25, 2024, with a change to Development Condition 12 to allow alternative materials for noise mitigation.

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:

Suzanne L. Wright, Director, Zoning Evaluation Division, Department of Planning and Development (DPD)

Tabatha Cole, Planner, DPD

Board Agenda Item
February 20, 2024

4:00 p.m.

Public Hearing on AF 2023-MV-00002 (Holly Spring) to Permit the Creation of an Agricultural and Forestal District, Located on Approximately 26.22 Acres of Land (Mount Vernon District)

This property is located at 11807, 11810, and 11824 Harley Rd., Lorton, 22079. Tax Map 118-1 ((3)) B; 118-2 ((5)) C, 1B, 2B, 7A.

PLANNING COMMISSION RECOMMENDATION:

On January 24, 2024, the Planning Commission voted 10-0 (Commissioners Murphy and Cortina were absent from the meeting) to recommend that the Board of Supervisors approve AF 2023-MV-00002 and amend Appendix F of the *County Code* to establish the Holly Spring Local Agricultural and Forestal District, subject to the Ordinance Provisions dated January 10, 2024.

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:

Chris Caperton, Director, Planning Division, Department of Planning and Development (DPD)

Sofia Fisher, Planner, DPD

Board Agenda Item
February 20, 2024

**To be Deferred to
03/19/2024 at 4:00 p.m.**

4:00 p.m.

Public Hearing on AF 2023-SP-00005 (AR 2006-SP-003) (Schulz Local Agricultural and Forestal Renewal) to Permit Renewal of a Previously Approved Agricultural and Forestal District, Located on Approximately 23.03 Acres of Land (Springfield District)

This property is located at 8142, 8146 Rondelay Ln., Fairfax, 22039. Tax Map 96-3 ((1)) 7Z, 8Z; 96-3 ((2)) 10Z, 11Z.

PLANNING COMMISSION RECOMMENDATION:

On January 24, 2024, the Planning Commission voted 10-0 (Commissioners Murphy and Cortina were absent from the meeting) to defer the public hearing on AF 2023-SP-00005 to a date certain of February 14, 2024.

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:

Chris Caperton, Director, Planning Division, Department of Planning and Development (DPD)

Sofia Fisher, Planner, DPD

Board Agenda Item
February 20, 2024

4:00 p.m.

Public Hearing on AF 2023-DR-00003 (Simanson Local Agricultural and Forestal District) to Permit the Creation of an Agricultural and Forestal District, Located on Approximately 29.81 Acres of Land (Dranesville District)

This property is located at 830, 834, 840, 844, 900 Leigh Mill Rd. and 9698 Mill Ridge Ln., Great Falls, 22066. Tax Map 13-3 ((1)) 19Z, 20Z, 24Z, 25, 26Z, 43Z and 13-3 ((16)) 3.

PLANNING COMMISSION RECOMMENDATION:

On January 24, 2024, the Planning Commission voted 10-0 (Commissioners Murphy and Cortina were absent from the meeting) to recommend that the Board of Supervisors approve AF 2023-DR-00003 and amend Appendix F of the *County Code* to establish the Simanson Local Agricultural and Forestal District, subject to Ordinance Provisions dated January 10, 2024.

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:

Chris Caperton, Director, Planning Division, Department of Planning and Development (DPD)

William Nance, Planner, DPD

Board Agenda Item
February 20, 2024

4:00 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Pleasant Valley Road Shared Use Path (Sully District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for the construction of Project ST-000036-013, Pleasant Valley Road Shared Use Path, in Project ST-000036, County-Maintained Pedestrian Imp-2014, Fund 30050, Transportation Improvements.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On December 5, 2023, the Board authorized advertisement of a public hearing to be held on February 20, 2024, commencing at 4:00 p.m.

BACKGROUND:

The County is planning to construct an approximately 0.92 mile long, ten-foot asphalt shared use path (trail) along the east side of Pleasant Valley Road. to connect two existing dead-end trails. Along with the shared use path, curb and gutter, storm inlets, storm main, entrances for maintenance, pedestrian ramps, and an underground stormwater detention system will be constructed.

Land rights for these improvements are required on 12 properties, of which 1 property has already been acquired by the Land Acquisition Division (LAD), 6 are owned by the Fairfax County Park Authority. The construction of the project requires the acquisition of dedication for public street purposes, storm drainage, grading agreement and temporary construction and NOVEC Easements.

Negotiations are in progress with several owners of these properties; however, because resolution of these acquisitions is not imminent, it may become necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, *Va. Code Ann. Sections 15.2-1901 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.

EQUITY IMPACT:

The project area is in a very low vulnerability index block, with a vulnerability index of 1.25, where most residents are homeowners, with a small percentage of rental households. The purpose of the proposed Pleasant Valley Road shared use path is to complete the missing path section along the east side of Pleasant Valley Road. This project will provide bicyclists and pedestrians with a comfortable and safe route along the Pleasant Valley Road Byway corridor and provide a connection to areas north and south between western Centreville and Chantilly.

Since 2019 the County has completed 109 projects which include bicycle and pedestrian facilities totaling over 17 miles of sidewalk and almost four miles of trails with the addition of 25 new facilities. The overall goal aligns with the bikes network in the County's Comprehensive Plan and the County-wide Trail Plan which aim to provide a quality natural environment that accommodates anticipated growth and change in an economically, environmentally sustainable, and equitable manner. The County Comprehensive Plan includes mixes of land use that protect existing stable neighborhoods and support sustainability which promotes services for all people. The Countywide Trails Plan provides a greater focus on active transportation options that prioritize safe pedestrian access and bike-friendly facilities for all residents to enjoy.

LAD's project locations are chosen by other departments, resulting in the division's necessity to focus on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. LAD staff engage property owners in their preferred method of communication and at times that are agreeable to the owner.

As a result of both the project location and design, as well as the process to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:

Funding is currently available in Project ST-000036, Fund 30050, No additional funds are required currently for land acquisition.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 5C).

Board Agenda Item
February 20, 2024

STAFF:

Rachel Flynn, Deputy County Executive

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

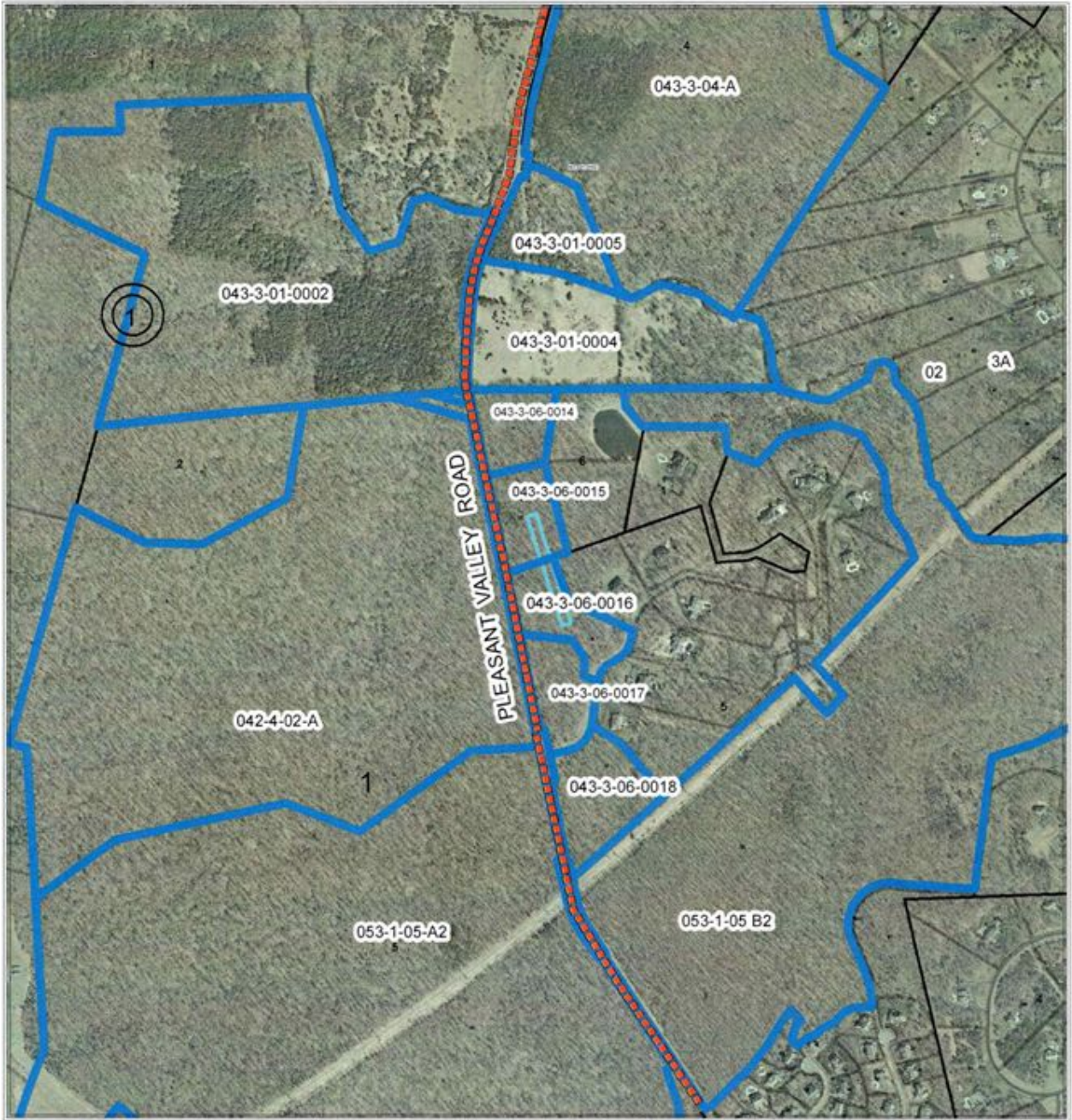
Carey F. Needham, Deputy Director, Capital Facilities, DPWES

Gregg Steverson, Acting Director, Fairfax County Department of Transportation

ASSIGNED COUNSEL:

F. Hayden Coddling, Assistant County Attorney

Attachment A



**PLEASANT VALLEY ROAD WALKWAY
ELCLICK RUN TO DOMINION POWER LINES**

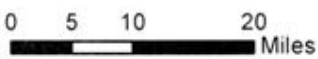
Project ST-000036-013

Tax Map: 042-4, 043-3, 053-1

Sully District

Affected Properties: 

Proposed Improvements: 



ATTACHMENT B

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, February 20, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, certain Project ST-000036-013, Pleasant Valley Road Shared Use Path had been approved; and

WHEREAS, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

WHEREAS, the property interests that are necessary have been identified; and

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than March 7, 2024.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 5 C by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of the project consists of plans to construct a ten-foot asphalt shared use path (trail) along the east side of Pleasant Valley Road, connecting two existing dead-end trails, approximately 0.92 miles long, as shown and described in the plans for Project ST-000036-013,

Pleasant Valley Shared Use Path, on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after February 26, 2023, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property owners, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels relating to the certificates; and be it further

RESOLVED, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

LISTING OF AFFECTED PROPERTIES
Project ST000036-013 – Pleasant Valley Road Shared Use Path
(Sully District)

<u>PROPERTY OWNER(S)</u>	<u>TAX MAP NUMBER</u>
1. Mohammad A. Ghairatmal Address: 15801 Morgans Hamlet Court Centreville, VA 20120	043-3-06-0015
2. The Richard Brian Harkey Revocable Trust Dated December 9, 2021 Co-Trustees Richard Brian Harkey & Jacklyn Elizabeth Harkey Address: 15629 Jillians Forest Way Centreville, VA 20120	043-3-06-0018
3. Jason Drakopoulos Kimberly W. Drakopoulos Address: 5605 Pleasant Valley Road Centreville, VA 20120	043-3-01-0004
4. Roland O. Akosah Revocable Living Trust Pearl O. Akosah Revocable Living Trust Address: 15800 Morgans Hamlet Court Centreville, VA 20120	043-3-06-0014
5. Uzodinma Ndibe Elizabeth Nwoke Address: 15628 Jillians Forest Way Centreville, VA 20120	043-3-06-0017

A Copy – Teste:

Jill G. Cooper
Clerk to the Board of Supervisors

ATTACHMENT 1

AFFECTED PROPERTY

Tax Map Number: 043-3-06-0015

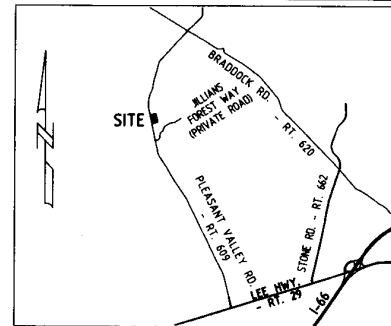
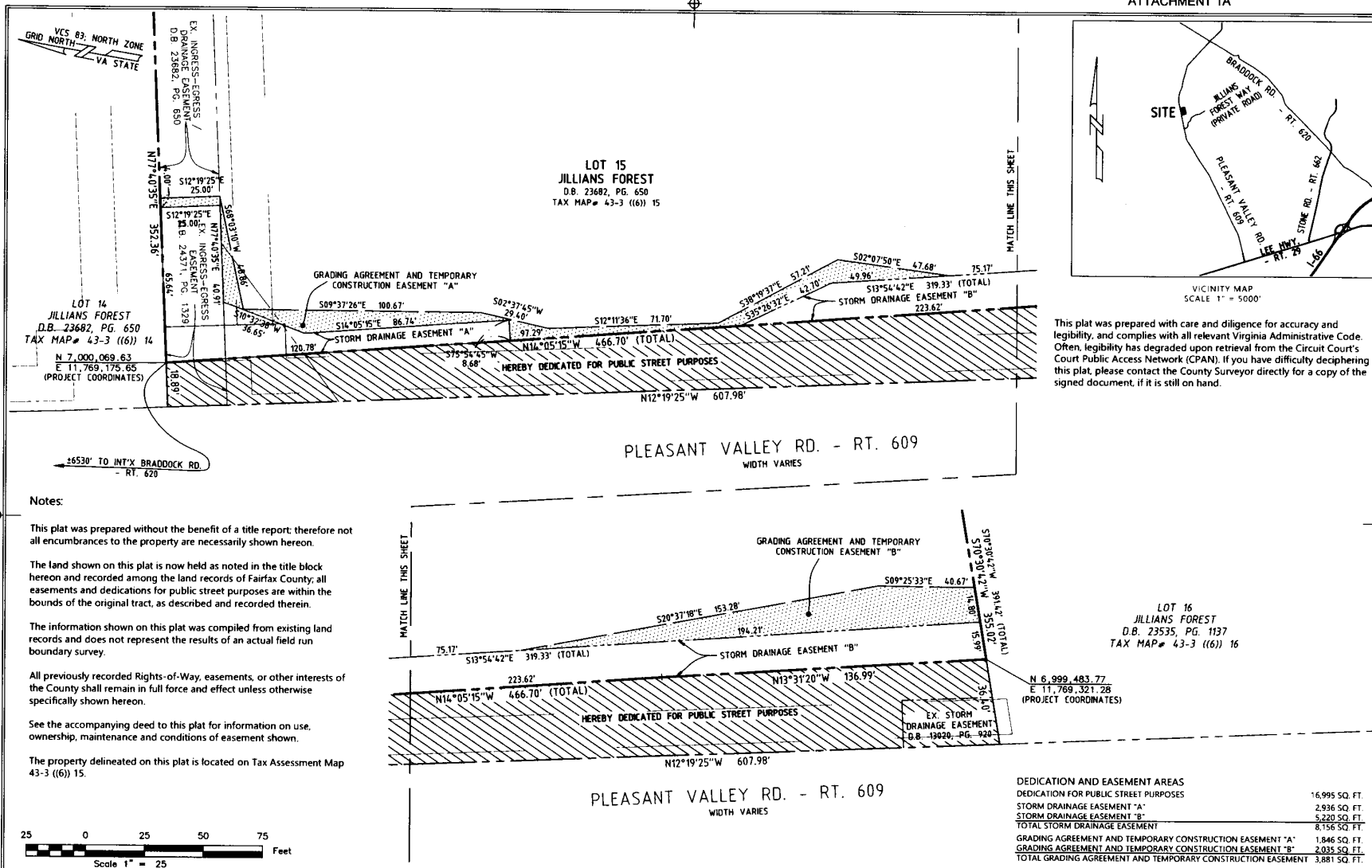
Street Address: 15601 Morgans Hamlet Court
Centreville, Va 20120

OWNER(S): Mohammad A. Ghairatmal

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street purposes – 2,936 sq. ft. Total
Storm Drainage Easement A&B- 8,156 sq. ft. Total
Grading Agreement & Temporary Easement A& B 3,881 sq. ft Total
NOVEC Easement
Estimated value of interests and damages:

FIFTY THOUSDAND DOLLARS (\$50,000.00)



This plat was prepared with care and diligence for accuracy and legibility, and complies with all relevant Virginia Administrative Code. Often, legibility has degraded upon retrieval from the Circuit Court's Court Public Access Network (CPAN). If you have difficulty deciphering this plat, please contact the County Surveyor directly for a copy of the signed document, if it is still on hand.

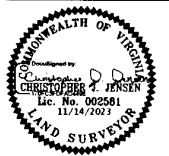
PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, STORM DRAINAGE EASEMENT, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH

LOT 15
JILLIANS FOREST
D.B. 23682, PG. 650
BEING IN THE NAME OF
MOHAMMAD A. GHAIKATMAL
D.B. 26706, PG. 898

SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA



COUNTY OF FAIRFAX VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



PLEASANT VALLEY ROAD SHARED USE PATH
PROJECT NUMBER ST-000036-013

DRAWN BY: MS
DATE: 11/13/2023
SCALE: 1" = 25'
SHEET 1 OF 1

F:\CAP\Projects\Land Survey\0433 ST-000036-013 Pleasant Valley Rd Walkway - EBlock Run\Drawg\PLA15\43 3 ((6)) 15 GHAIKATMAL2.dwg

AFFECTED PROPERTY

Tax Map Number: 043-3-06-0018

Street Address: 15629 Jillians Forest Way
Centreville, Va 20120

OWNER(S): The Richard Brian Harkey Revocable Trust Dated
December 9, 2021

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes –9,672 sq. ft. Total
Storm Drainage Easement – 16,819 Sq. ft Total
Grading Agreement and Temporary Easement A, B, C &D 11,870 sq. ft total
NOVEC Easement

VALUE

Estimated value of interests and damages:

FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00)

Notes:

This plat was prepared without the benefit of a title report; therefore not all encumbrances to the property are necessarily shown hereon.

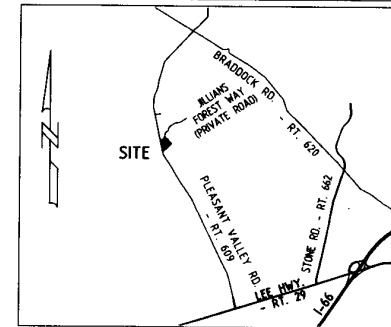
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The information shown on this plat was compiled from existing land records and does not represent the results of an actual field run boundary survey.

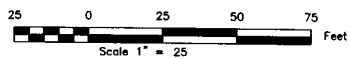
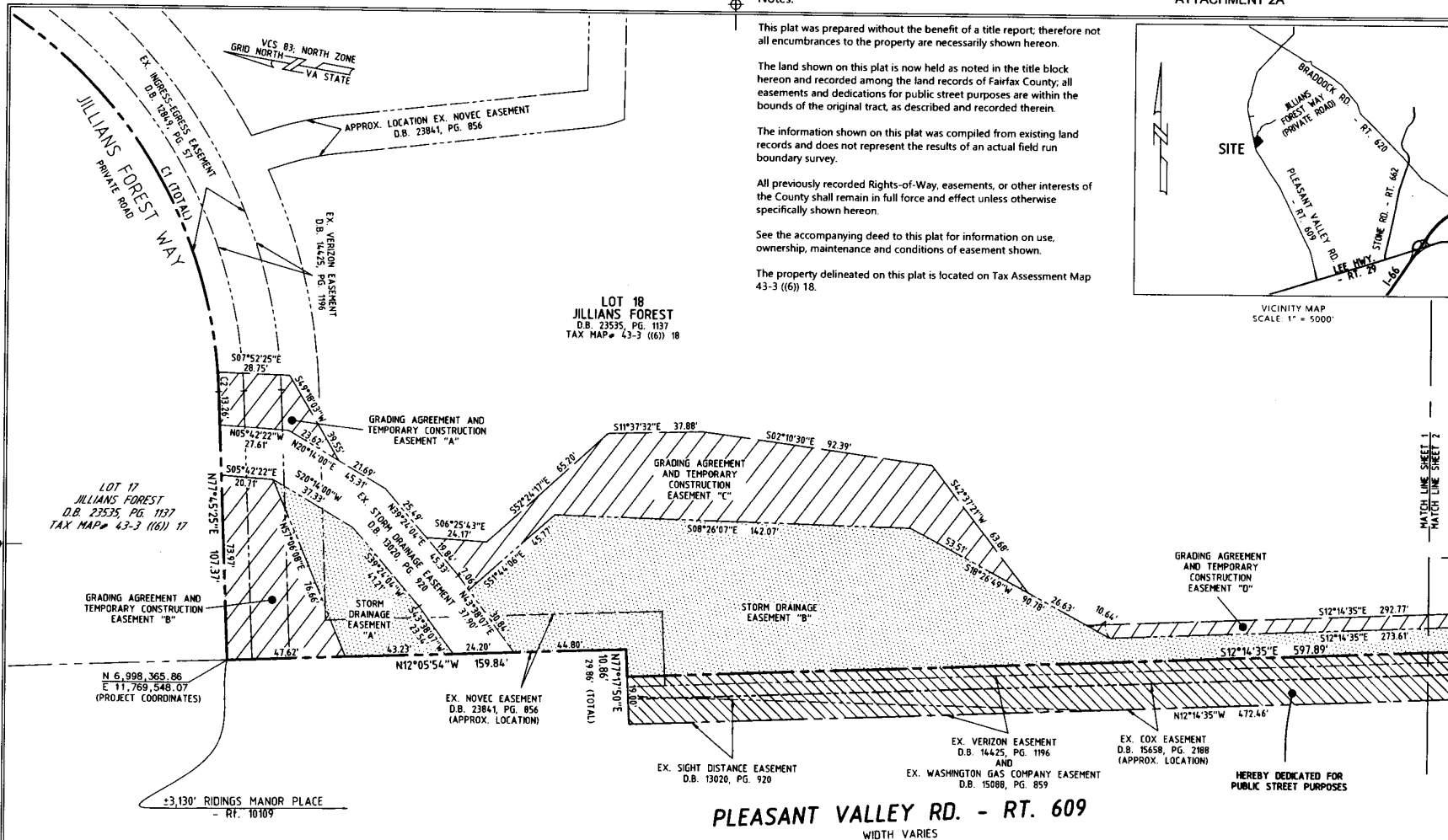
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See the accompanying deed to this plat for information on use, ownership, maintenance and conditions of easement shown.

The property delineated on this plat is located on Tax Assessment Map 43-3 (6) 18.



VICINITY MAP
SCALE 1" = 5000'



PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, STORM DRAINAGE EASEMENT, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH

**LOT 18
JILLIANS FOREST**
D.B. 23535, PG. 1137
BEING IN THE NAME OF
THE RICHARD BRIAN HARKEY REVOCABLE TRUST,
DATED DECEMBER 9, 2021
D.B. 27608, PG. 75

SULLY DISTRICT

FAIRFAX COUNTY, VIRGINIA



**COUNTY OF FAIRFAX
VIRGINIA**
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



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**PLEASANT VALLEY ROAD
SHARED USE PATH**
PROJECT NUMBER ST-000036-013

DRAWN BY: MS DATE: 11/13/2023 SCALE: 1" = 25' SHEET 1 OF 2

AFFECTED PROPERTY

Tax Map Number: 043-3-01-0004

Street Address: 5605 Pleasant Valley Road
Centreville, VA 20120

OWNER(S): Jason Drakopoulos
Kimberly Drakopoulos

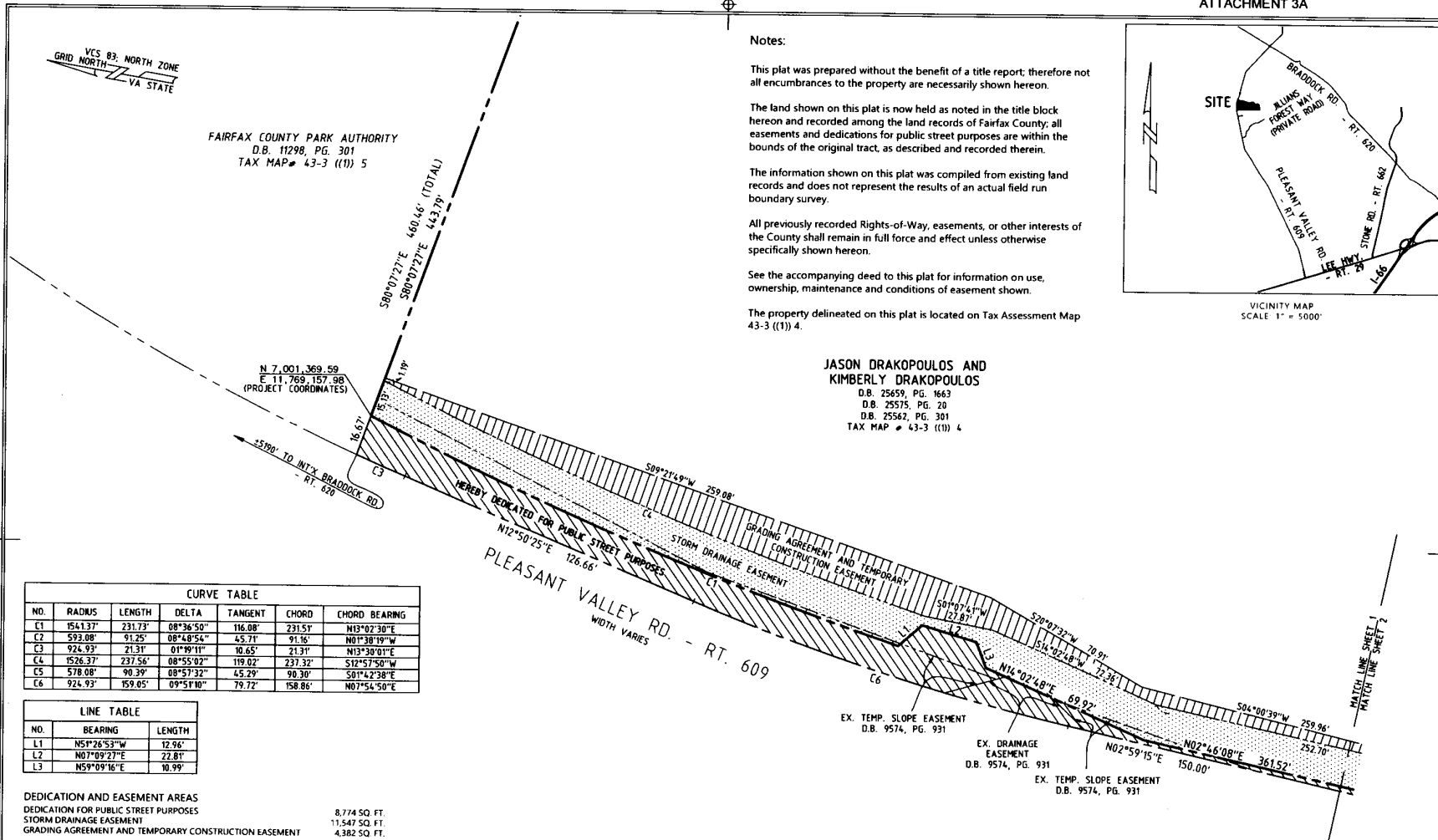
INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes –8,774 sq. ft.
Storm Drainage Easement 11,547 sq. ft
Grading Agreement and Temporary Construction Easement

VALUE

Estimated value of interests and damages:

TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$27,250.00)



Notes:

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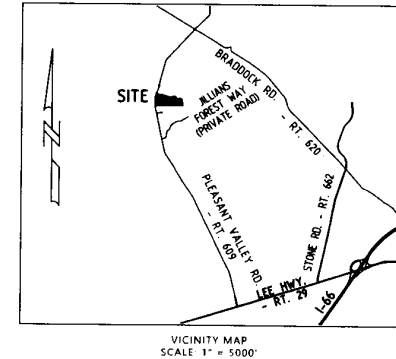
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See the accompanying deed to this plat for information on use, ownership, maintenance and conditions of easement shown.

The property delineated on this plat is located on Tax Assessment Map 43-3 ((1) 4).



VICINITY MAP
SCALE 1" = 5000'

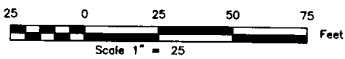
**JASON DRAKOPOULOS AND
KIMBERLY DRAKOPOULOS**
D.B. 25659, PG. 1663
D.B. 25575, PG. 20
D.B. 25562, PG. 301
TAX MAP # 43-3 ((1) 4

CURVE TABLE						
NO.	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	154.137'	231.73'	08°36'59"	116.08'	231.57'	N13°02'30"E
C2	593.08'	91.25'	08°48'54"	45.71'	91.16'	N01°38'19"W
C3	924.93'	21.31'	01°19'11"	10.65'	21.31'	N13°30'01"E
C4	1526.37'	237.56'	08°55'02"	119.02'	237.32'	S12°57'50"W
C5	578.08'	90.39'	08°57'32"	45.29'	90.30'	S01°42'38"E
C6	924.93'	159.05'	09°51'10"	79.72'	158.86'	N07°54'50"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	N51°26'53"W	12.96'
L2	N07°09'27"E	27.81'
L3	N59°09'16"E	10.99'

DEDICATION AND EASEMENT AREAS

DEDICATION FOR PUBLIC STREET PURPOSES	8,774 SQ. FT.
STORM DRAINAGE EASEMENT	11,547 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	4,382 SQ. FT.



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PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, AND STORM DRAINAGE EASEMENT, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH LAND BEING IN THE NAME OF

**JASON DRAKOPOULOS AND
KIMBERLY DRAKOPOULOS**

D.B. 25659, PG. 1663
D.B. 25575, PG. 20
D.B. 25562, PG. 301

SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA



**COUNTY OF FAIRFAX
VIRGINIA**

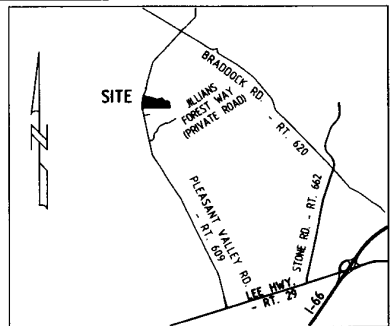
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



**PLEASANT VALLEY ROAD
SHARED USE PATH**
PROJECT NUMBER ST-000036-013

DRAWN BY: MS	DATE: 11/13/2023	SCALE: 1" = 25'	SHEET 1 OF 2
--------------	------------------	-----------------	--------------

VCS 83, NORTH ZONE
GRID NORTH
VA STATE

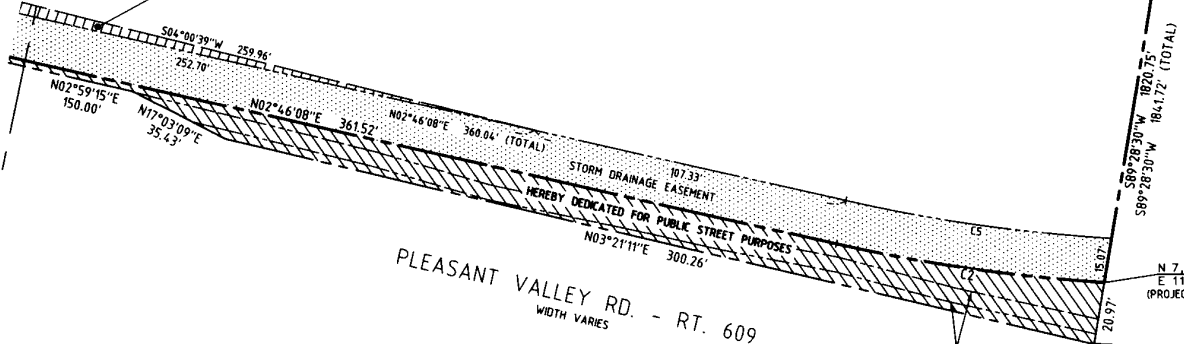


VICINITY MAP
SCALE 1" = 5000'

**JASON DRAKOPOULOS AND
KIMBERLY DRAKOPOULOS**
D.B. 25659, PG. 1663
D.B. 25575, PG. 20
D.B. 25562, PG. 301
TAX MAP # 43-3 (11) 4

MATCH LINE SHEET 1
MATCH LINE SHEET 2

GRADING AGREEMENT AND TEMPORARY
CONSTRUCTION EASEMENT

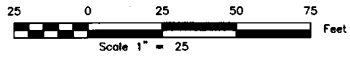


LOT 14
JILLIANS FOREST
D.B. 23682, PG. 650
TAX MAP # 43-3 (16) 14

N 7,000,587.67
E 11,769,071.77
(PROJECT COORDINATES)

EX. COX COMM. ESMT.
D.B. 21298, PG. 455

PLEASANT VALLEY RD. - RT. 609
WIDTH VARIES



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PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, AND
STORM DRAINAGE EASEMENT, AND
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH
LAND BEING IN THE NAME OF
**JASON DRAKOPOULOS AND
KIMBERLY DRAKOPOULOS**
D.B. 25659, PG. 1663
D.B. 25575, PG. 20
D.B. 25562, PG. 301



**COUNTY OF FAIRFAX
VIRGINIA**
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



**PLEASANT VALLEY ROAD
SHARED USE PATH**
PROJECT NUMBER ST-000036-013

DRAWN BY: MS DATE: 11/13/2023 SCALE: 1" = 25' SHEET 2 OF 2

AFFECTED PROPERTY

Tax Map Number: 043-3-06-0014

Street Address: 15800 Morgans Hamlet Ct.

OWNER(S): Roland O. Akosah Revocable Trust
Pearl O. Akosah Revocable Trust

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes –10,318 sq. ft.

Storm Drainage Easement- 4,464 sq. ft

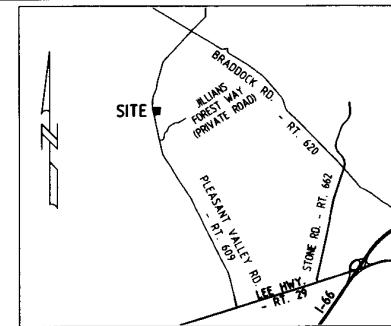
Grading Agreement and Temporary Construction Easement A&B- 3,518 sq. ft.

NOVEC Easement

VALUE

Estimated value of interests and damages:

TWENTY-NINE THOUSAND EIGHT HUNDRED DOLLARS (\$29,800.00)



VICINITY MAP
SCALE 1" = 5000'

Notes:

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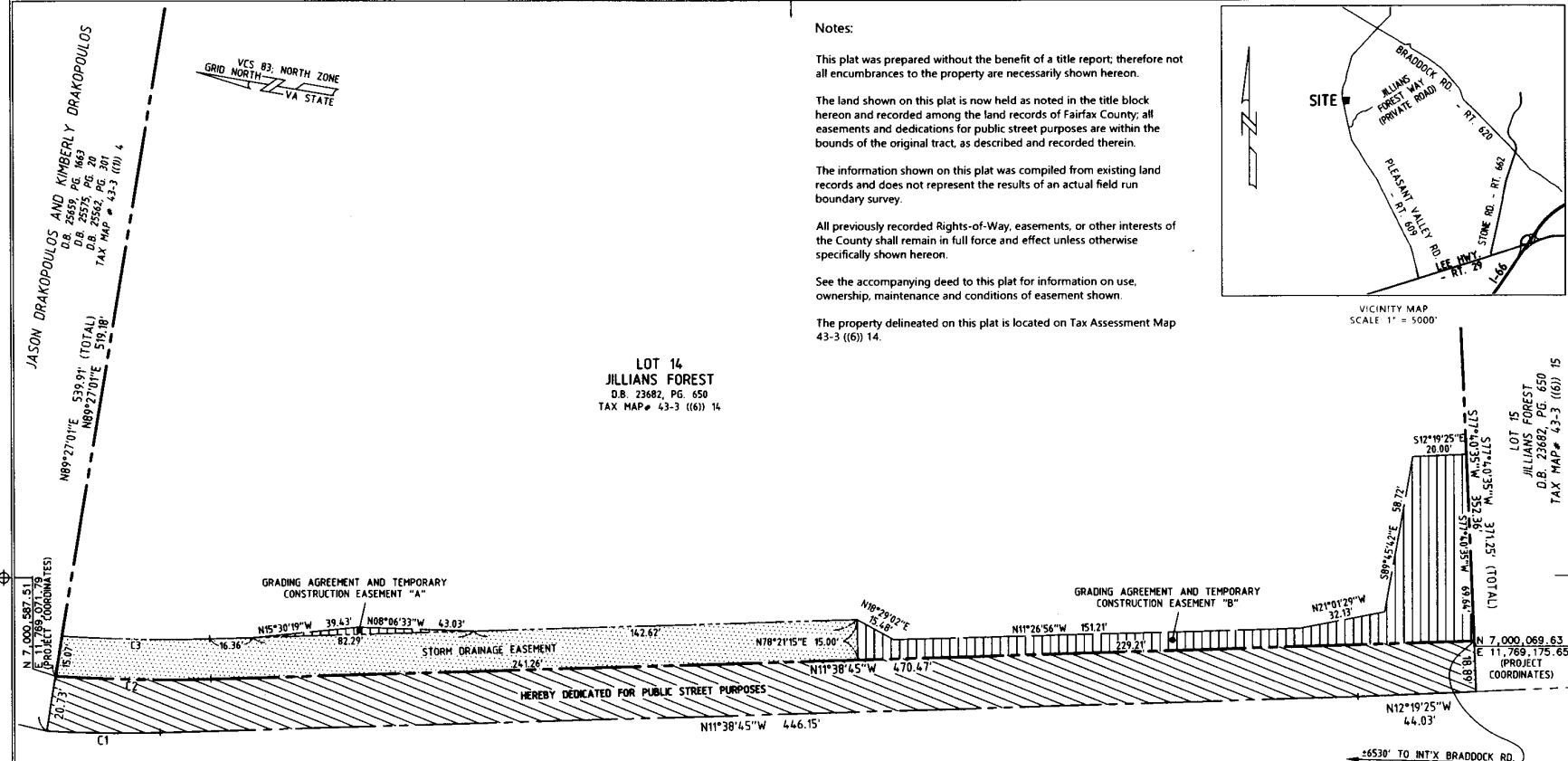
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See the accompanying deed to this plat for information on use, ownership, maintenance and conditions of easement shown.

The property delineated on this plat is located on Tax Assessment Map 43-3 (6) 14.



**LOT 14
JILLIANS FOREST**
D.B. 23682, PG. 650
TAX MAP# 43-3 (6) 14

**LOT 15
JILLIANS FOREST**
D.B. 23682, PG. 650
TAX MAP# 43-3 (6) 15

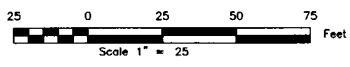
DEDICATION AND EASEMENT AREAS

DEDICATION FOR PUBLIC STREET PURPOSES	10.318 SQ. FT.
STORM DRAINAGE EASEMENT	4.464 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "A"	109 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "B"	3.409 SQ. FT.
TOTAL GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	3.518 SQ. FT.

PLEASANT VALLEY RD. - RT. 609
WIDTH VARIES

CURVE TABLE

NO.	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	474.37'	42.28'	05°06'23"	21.15'	42.26'	N09°05'34"W
C2	593.08'	57.80'	05°55'03"	28.92'	57.78'	N08°51'14"W
C3	578.08'	54.89'	05°26'26"	27.47'	54.87'	S08°55'32"E



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PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES,
STORM DRAINAGE EASEMENT, AND
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH
**LOT 14
JILLIANS FOREST**
D.B. 23682, PG. 650
BEING IN THE NAME OF
ROLAND O. AKOSAH REVOCABLE TRUST (½ INTEREST)
and
PEARL O. AKOSAH REVOCABLE TRUST (½ INTEREST)
D.B. 27979, PG. 22
D.B. 25384, PG. 1929

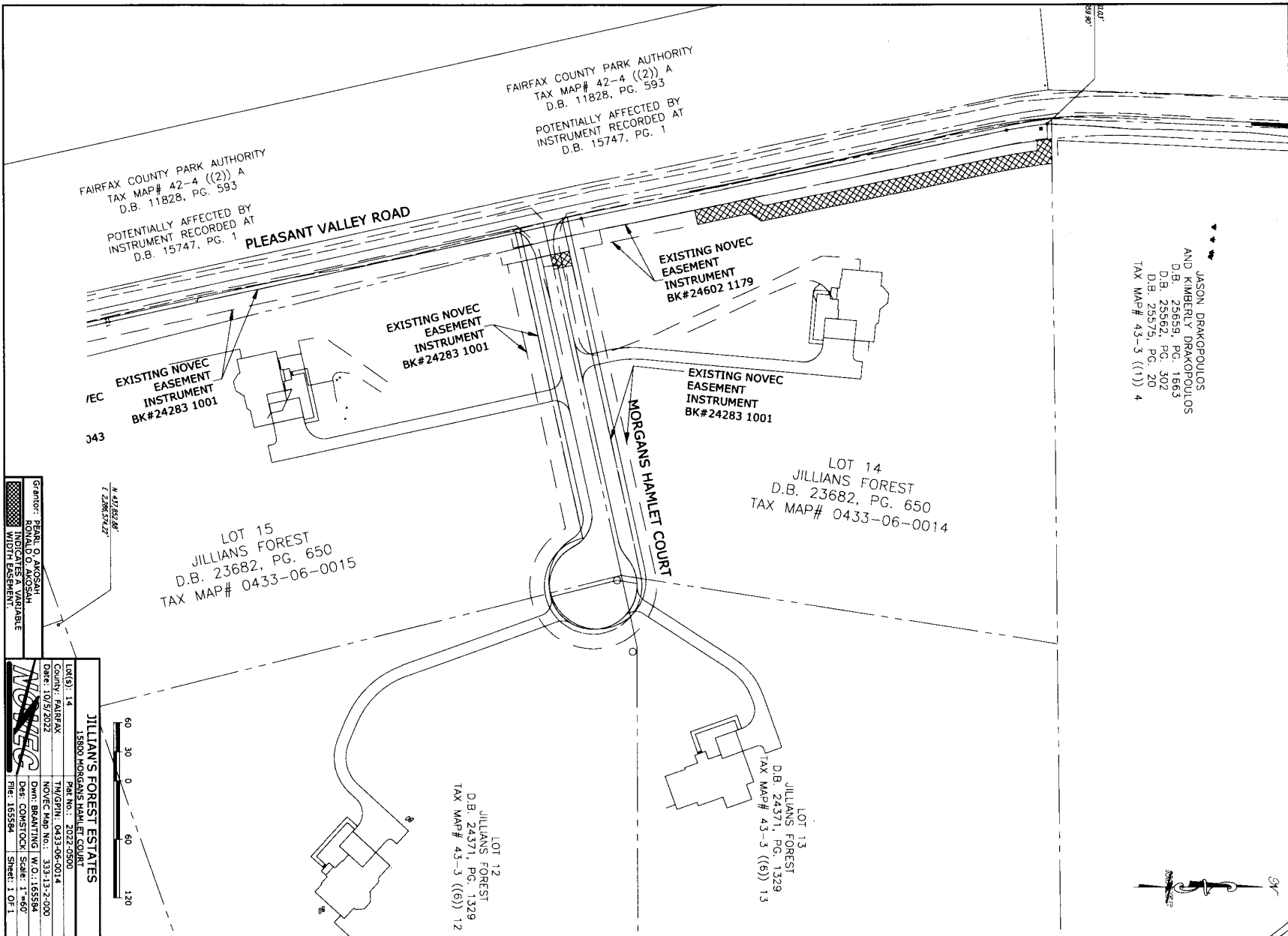


**COUNTY OF FAIRFAX
VIRGINIA**
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



**PLEASANT VALLEY ROAD
SHARED USE PATH**
PROJECT NUMBER ST-00036-013

DRAWN BY: MS DATE: 11/13/2023 SCALE: 1" = 25' SHEET 1 OF 1



AFFECTED PROPERTY

Tax Map Number: 043-3-06-0017

Street Address: 15628 Jillians Forest Way
Centreville, VA 20120

OWNER(S): Elizabeth Nwoke
Uzodinma Ndibe

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Dedication for Public Street Purposes –15,205 sq. ft.
Grading Agreement and Temporary Construction Easement A & B 20,836 sq. ft.
NOVEC Easement

VALUE

Estimated value of interests and damages:

FORTY-SIX THOUSAND DOLLARS (\$46,000.00)

Notes:

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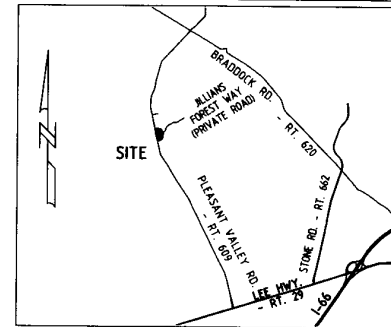
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The property delineated on this plat is located on Tax Assessment Map 43-3 (6) 17.



VICINITY MAP
SCALE: 1" = 5000'

LOT 17
JILLIANS FOREST
D.B. 23535, PG. 1137
TAX MAP# 43-3 (6) 17

LOT 16
JILLIANS FOREST
D.B. 23535, PG. 1137
TAX MAP# 43-3 (6) 16

N 6,999,100.44
E 11,769,399.63
(PROJECT COORDINATES)

+3,880' RIDINGS MANOR
PLACE - RT. 10109

EX. STORM DRAINAGE EASEMENT
D.B. 13020, PG. 920

S12°05'54"E 716.07'

GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "A"

N11°33'06"W 264.29'

HEREBY DEDICATED FOR PUBLIC STREET PURPOSES

N02°17'04"W 98.32'

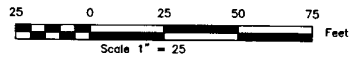
N11°35'15"W 228.28'

N11°35'15"W 600.56'

EX. NOVEC EASEMENT
D.B. 23949, PG. 42
(APPROX. LOCATION)

PLEASANT VALLEY RD. - RT. 609
WIDTH VARIES

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PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH

LOT 17
JILLIANS FOREST
D.B. 23535, PG. 1137
BEING IN THE NAME OF
ELIZABETH NWOKE and UZODINMA NDIBE
D.B. 24713, PG. 1479

SULLY DISTRICT

FAIRFAX COUNTY, VIRGINIA



COUNTY OF FAIRFAX VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



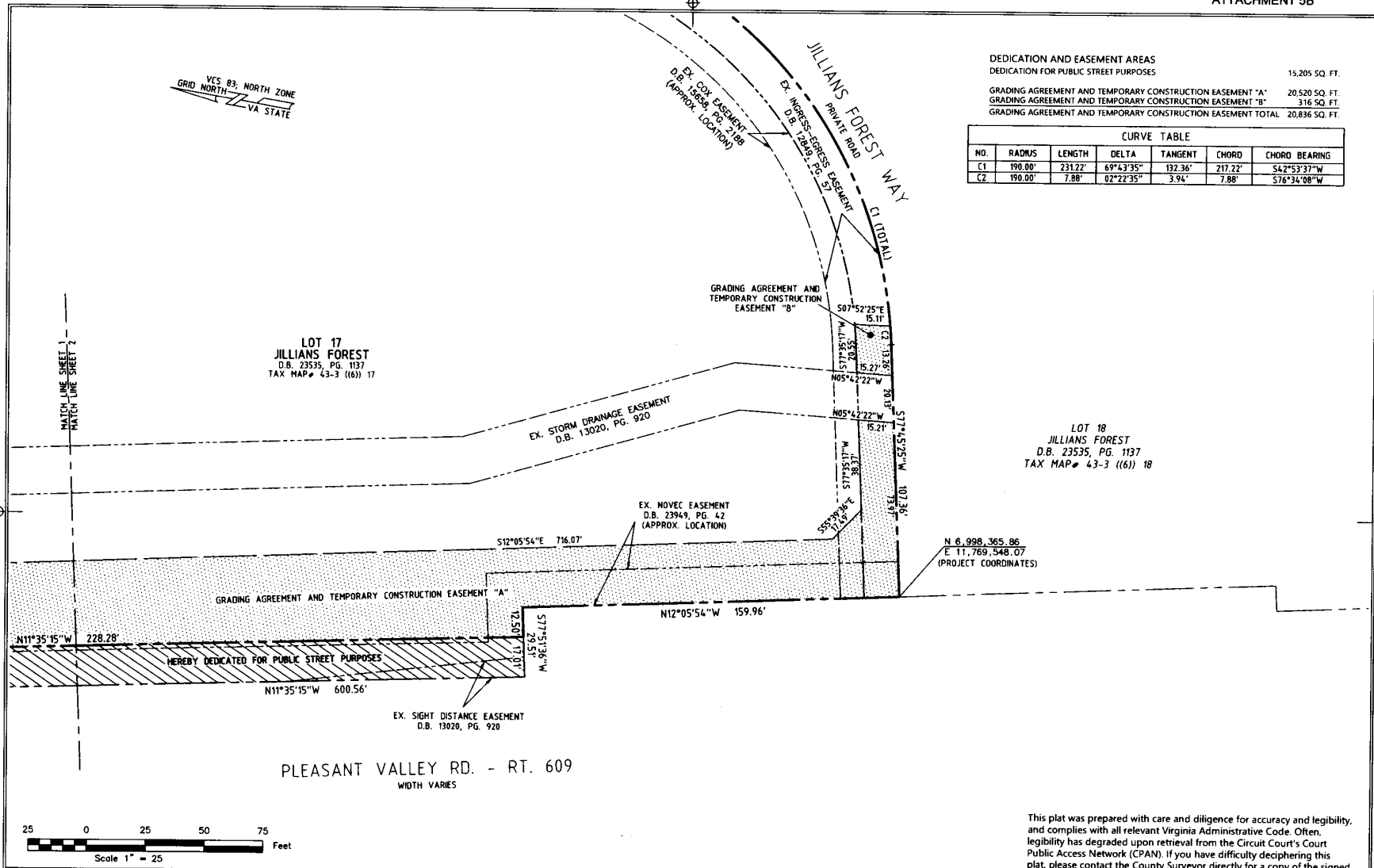
PLEASANT VALLEY ROAD
SHARED USE PATH
PROJECT NUMBER ST-000036-013

DRAWN BY: MS DATE: 11/13/2023 SCALE: 1" = 25' SHEET 1 OF 2

DEDICATION AND EASEMENT AREAS
DEDICATION FOR PUBLIC STREET PURPOSES 15,205 SQ. FT.

GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "A" 20,520 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "B" 316 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT TOTAL 20,836 SQ. FT.

CURVE TABLE						
NO.	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	190.00'	231.22'	69°43'35"	132.36'	217.22'	S42°53'37"W
C2	190.00'	7.88'	62°22'35"	3.94'	7.88'	S76°34'08"W



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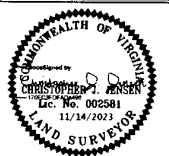
PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH

LOT 17
JILLIANS FOREST
D.B. 23535, PG. 1137
BEING IN THE NAME OF
ELIZABETH NWOKE and UZODINMA NDIBE
D.B. 24713, PG. 1479

SULLY DISTRICT FAIRFAX COUNTY, VIRGINIA



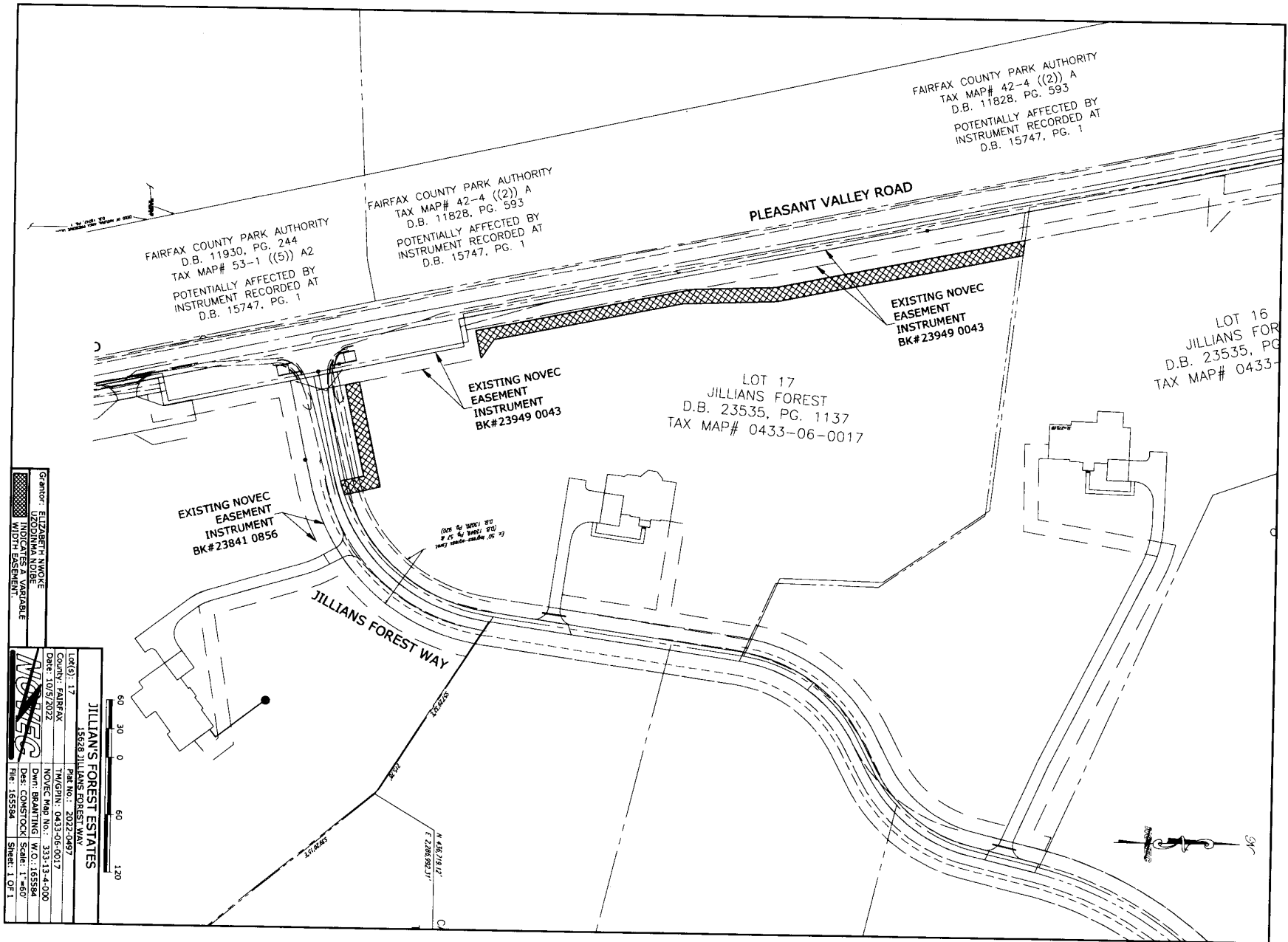
COUNTY OF FAIRFAX VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



PLEASANT VALLEY ROAD
SHARED USE PATH
PROJECT NUMBER ST-000036-013

DRAWN BY: MS DATE: 11/13/2023 SCALE: 1" = 25' SHEET 2 OF 2

J:\CAP\Projects\Land Survey\0433 ST-000036-013 Pleasant Valley Rd Walkway-1\Black Run\Draw\PLAT\543 3 (00) 17 NWOKE3.dwg



Board Agenda Item
February 20, 2024

4:30 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of Improvements to Bus Stop #01655, Commerce Street Westbound at Brandon Avenue (Franconia District)

ISSUE:

Public Hearing on the acquisition of certain land rights necessary for improvements to Bus Stop #01655, Commerce Street Westbound (WB) at Brandon Avenue, in Project CR-000007, Capital Sinking Fund for Revitalization, Fund 30010, General Construction and Contributions.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors (Board) adopt the attached resolution authorizing the acquisition of the necessary land rights.

TIMING:

On January 23, 2024, the Board authorized advertisement of a public hearing to be held on February 20, 2024, commencing at 4:30 p.m.

BACKGROUND:

This project consists of installing a loading pad with shelter, bench, trash can, and sidewalk, along with associated grading.

Land rights for these improvements are required on one (1) property. The construction of this project requires the acquisition of a Bus Stop Facilities Easement and Grading Agreement and Temporary Construction Easement.

Negotiations are in progress with the affected property owner(s); however, because resolution of these acquisitions is not imminent, it may be necessary for the Board to utilize quick-take eminent domain powers to commence construction of this project on schedule. These powers are conferred upon the Board by statute, namely, *Va. Code Ann. Sections 15.2-1901 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.

Board Agenda Item
February 20, 2024

EQUITY IMPACT:

The project area is in a Very High Vulnerability Index block, with a vulnerability index of 4, where more than 39% of the renter population is severely burdened, and more than 62% of the population is in a low-income occupation.

This action aligns with the focus areas of the One Fairfax Policy. Construction of the proposed bus stop supports focus area four, a multi-modal transportation system that supports the economic growth, health, congestion mitigation, and prosperity goals of Fairfax County and provides accessible mobility solutions that are based on the principles associated with sustainability, diversity, and community health.

The Land Acquisition Division's (LAD) project locations are chosen by other departments, resulting in the division's necessity to focus on equity of process. The equity impact of the LAD process is positive, with the focus of cost evaluation, offer, and negotiation being on tax assessment and comparable land sales rather than on the owner of record. LAD staff engage property owners in their preferred method of communication and at times that are agreeable to the owner.

As a result of both the project location and design, as well as the process to obtain land rights, the overall impact of this action provides a positive equity impact.

FISCAL IMPACT:

Funding is available in Project CR-000007, Capital Sinking Fund for Revitalization, Fund 30010, General Construction and Contributions. No additional funding is being requested from the Board.

ENCLOSED DOCUMENTS:

Attachment A – Project Location Map

Attachment B – Resolution with Fact Sheets on the affected parcels with plats showing interests to be acquired (Attachments 1 through 1A)

STAFF:

Rachel Flynn, Deputy County Executive

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

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

Gregg Steverson, Acting Director, Fairfax County Department of Transportation

Board Agenda Item
February 20, 2024

ASSIGNED COUNSEL:
Randall T. Greehan, Assistant County Attorney



BUS STOP #01655 COMMERCE STREET WESTBOUND (WB)

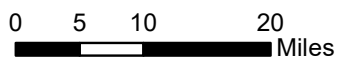
Project CR-000007-008

Tax Map: 080-4

Franconia District

Affected Properties:

Proposed Improvements:



ATTACHMENT B

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, February 20, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Project CR-000007, Improvements to Bus Stop #01655, Commerce Street Westbound at Brandon Avenue had been approved by the Board; and

WHEREAS, a public hearing pursuant to advertisement of notice was held on this matter, as required by law; and

WHEREAS, the property interests that are necessary have been identified; and

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than April 5, 2024.

NOW THEREFORE BE IT RESOLVED, that the Director, Land Acquisition Division, in cooperation with the County Attorney, is directed to acquire the property interests listed in Attachments 1 through 1A by gift, purchase, exchange, or eminent domain; and be it further

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of this project, consisting of installing a loading pad with shelter, bench, trash can, and sidewalk, along with associated grading, as shown and described in the plans of Project CR-000007, Improvements to Bus Stop #01655, Commerce Street Westbound at Brandon Avenue on file in the Land Acquisition Division of the Department of Public Works and Environmental Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia 22035; and be it further.

RESOLVED, that this Board does hereby exercise those powers granted to it by the Code of Virginia and does hereby authorize and direct the Director, Land Acquisition Division, on or after March 22, 2024, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificates in accordance with the requirements of the Code of Virginia as to the property and its owners, along with deposit the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcels

relating to the certificates; and be it further

RESOLVED, that the County Attorney is hereby directed to institute the necessary legal proceedings to acquire indefeasible title to the property and property interests identified in the said certificates by condemnation proceedings, if necessary.

LISTING OF AFFECTED PROPERTIES
Project CR-000007, Improvements to Bus Stop #01655, Commerce Street Westbound
(WB) at Brandon Avenue
(Franconia District)

PROPERTY OWNER(S)

TAX MAP NUMBER

1. W2005 Fargo Hotels (Pool C) Realty L P

0804 01 0005C1

Address:

6245 Brandon Ave Springfield, VA 22150

A Copy – Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ATTACHMENT 1

AFFECTED PROPERTY

Tax Map Number: 0804 01 0005C1

Street Address: 6245 Brandon Ave Springfield, VA 22150

OWNER(S): W2005 Fargo Hotels (Pool C) Realty L P

INTEREST(S) REQUIRED: (As shown on attached plat/plan)

Grading Agreement and Temporary Construction Easement- 363 sq. ft.
Bus Stop Facilities Easement -22 sq. ft.

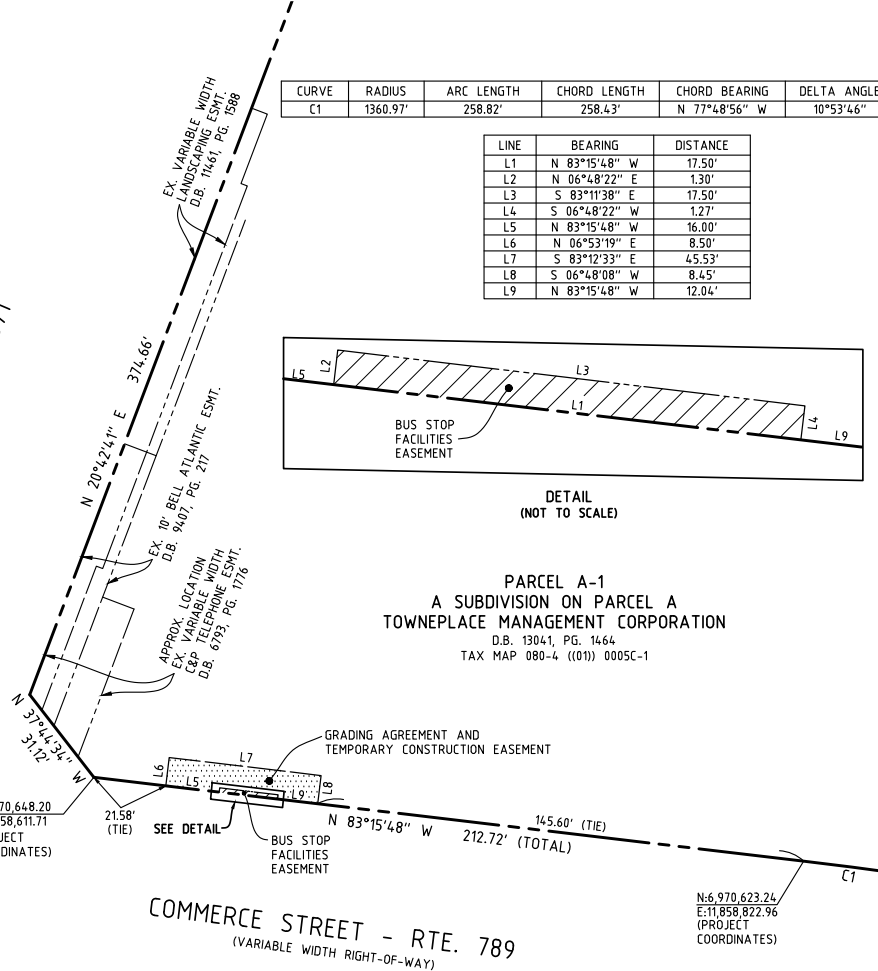
VALUE

Estimated value of interests and damages:

ONE THOUSAND AND FIFTY DOLLARS (\$1,050.00)

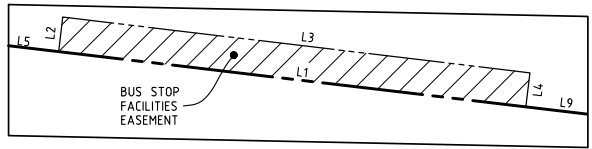
VA STATE GRID NORTH
VCS 83; NORTH ZONE

BRANDON AVENUE - RTE. 1371
(VARIABLE WIDTH RIGHT-OF-WAY)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	1360.97'	258.82'	258.43'	N 77°48'56" W	10°53'46"	129.80'

LINE	BEARING	DISTANCE
L1	N 83°15'48" W	17.50'
L2	N 06°48'22" E	1.30'
L3	S 83°11'38" E	17.50'
L4	S 06°48'22" W	1.27'
L5	N 83°15'48" W	16.00'
L6	N 06°53'19" E	8.50'
L7	S 83°12'33" E	45.53'
L8	S 06°48'08" W	8.45'
L9	N 83°15'48" W	12.04'



PARCEL A-1
A SUBDIVISION ON PARCEL A
TOWNEPLACE MANAGEMENT CORPORATION
D.B. 13041, PG. 1464
TAX MAP 080-4 (01) 0005C-1

Attachment 1A

NOTES:
THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT; THEREFORE NOT ALL ENCUMBRANCES TO THE PROPERTY ARE NECESSARILY SHOWN HEREON.
THE LAND SHOWN ON THIS PLAT IS NOW HELD AS NOTED IN THE TITLE BLOCK HEREON AND RECORDED AMONG THE LAND RECORDS OF FAIRFAX COUNTY; ALL EASEMENTS AND DEDICATIONS FOR PUBLIC STREET PURPOSES ARE WITHIN THE BOUNDS OF THE ORIGINAL TRACT, AS DESCRIBED AND RECORDED THEREIN.
THE INFORMATION SHOWN ON THIS PLAT WAS COMPILED FROM EXISTING LAND RECORDS AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD RUN BOUNDARY SURVEY.
ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS, OR OTHER INTERESTS OF THE COUNTY SHALL REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SPECIFICALLY SHOWN HEREON.
SEE THE ACCOMPANYING DEED TO THIS PLAT FOR INFORMATION ON USE, OWNERSHIP, MAINTENANCE AND CONDITIONS OF EASEMENTS SHOWN.
THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP 080-4 (01) 0005C-1

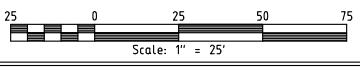
COMMERCE ST. WB AT BRANDON AVE.
PROJECT NO. CR-000007-008
BUS STOP ID NO. 01655

FAIRFAX COUNTY, VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES, LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA

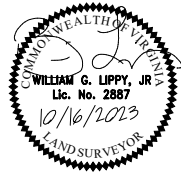
PLAT SHOWING
BUS STOP FACILITIES EASEMENT
AND GRADING AGREEMENT AND
TEMPORARY CONSTRUCTION EASEMENT
THROUGH
PARCEL A-1
A SUBDIVISION ON PARCEL A
TOWNEPLACE MANAGEMENT CORPORATION
D.B. 13041, PG. 1464
BEING IN THE NAME OF
W2005/FARGO HOTELS
(POOL C) REALTY L.P.
D.B. 18393, PG. 668

FRANCONIA DISTRICT, FAIRFAX COUNTY SHEET 1 OF 1
SCALE: 1"=25' DATE: 05/04/2023 DRAWN BY: KRM

EASEMENT AREAS
BUS STOP FACILITIES EASEMENT 22 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT 363 SQ. FT.



PLAT PREPARED BY:
RICE ASSOCIATES
10661 GASKINS WAY
MANASSAS, VA 20109
703-968-3200
WWW.RICESURVEYS.COM



Board Agenda Item
February 20, 2024

4:30 p.m.

Public Hearing to Establish Parking Restrictions on Electronic Drive (Mason District)

ISSUE:

Public hearing to consider a proposed amendment to *Appendix R of The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Electronic Drive in the Mason District.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment to Appendix R of the Fairfax County Code (Attachment I). This amendment will prohibit commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semi-trailer, as defined, respectively, in *Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a)*, from parking on Electronic Drive from Tiros Drive to the eastern property boundary of 6621 Electronic Drive, 7 a.m. to 7 p.m., seven days per week.

TIMING:

On February 6, 2024, the Board authorized advertisement of a public hearing to consider the proposed amendment to *Appendix R of the Fairfax County Code* to take place on February 20, 2024, at 4:30 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminishes the capacity of on-street parking for other uses.

The owners of industrial parcels along Electronic Drive contacted the Mason District office seeking assistance to restrict commercial vehicles, recreational vehicles, and trailers from parking along Electronic Drive during daytime hours.

Electronic Drive has been reviewed multiple times by FCDOT staff over a period of 30 days. Staff has verified that long-term parking of commercial vehicles is occurring, thereby diminishing the capacity of on-street parking for other uses. Staff recommends a parking restriction for all commercial vehicles, recreational vehicles, and trailers along Electronic Drive from Tiros Drive to the eastern property boundary of 6621 Electronic

Board Agenda Item
February 20, 2024

Drive, 7 a.m. to 7 p.m., seven days per week. It should be noted that there is an existing restriction along this same portion of Electronic Drive that prohibits parking of all vehicles from 7 p.m. to 7 a.m., seven days per week. The proposed daytime restriction will supplement the existing restriction.

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of approximately \$1,000 is required for signage and installation. Funds are currently available in Fairfax County Department of Transportation Fund 100-C10001, General Fund.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to the Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)

Lisa Witt, Chief, Administrative Services, FCDOT

Mena Nakhla, Diversity, Equity, and Inclusion Manager, 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

ASSIGNED COUNSEL:

F. Hayden Codding, Assistant County Attorney

PROPOSED CODE AMENDMENT

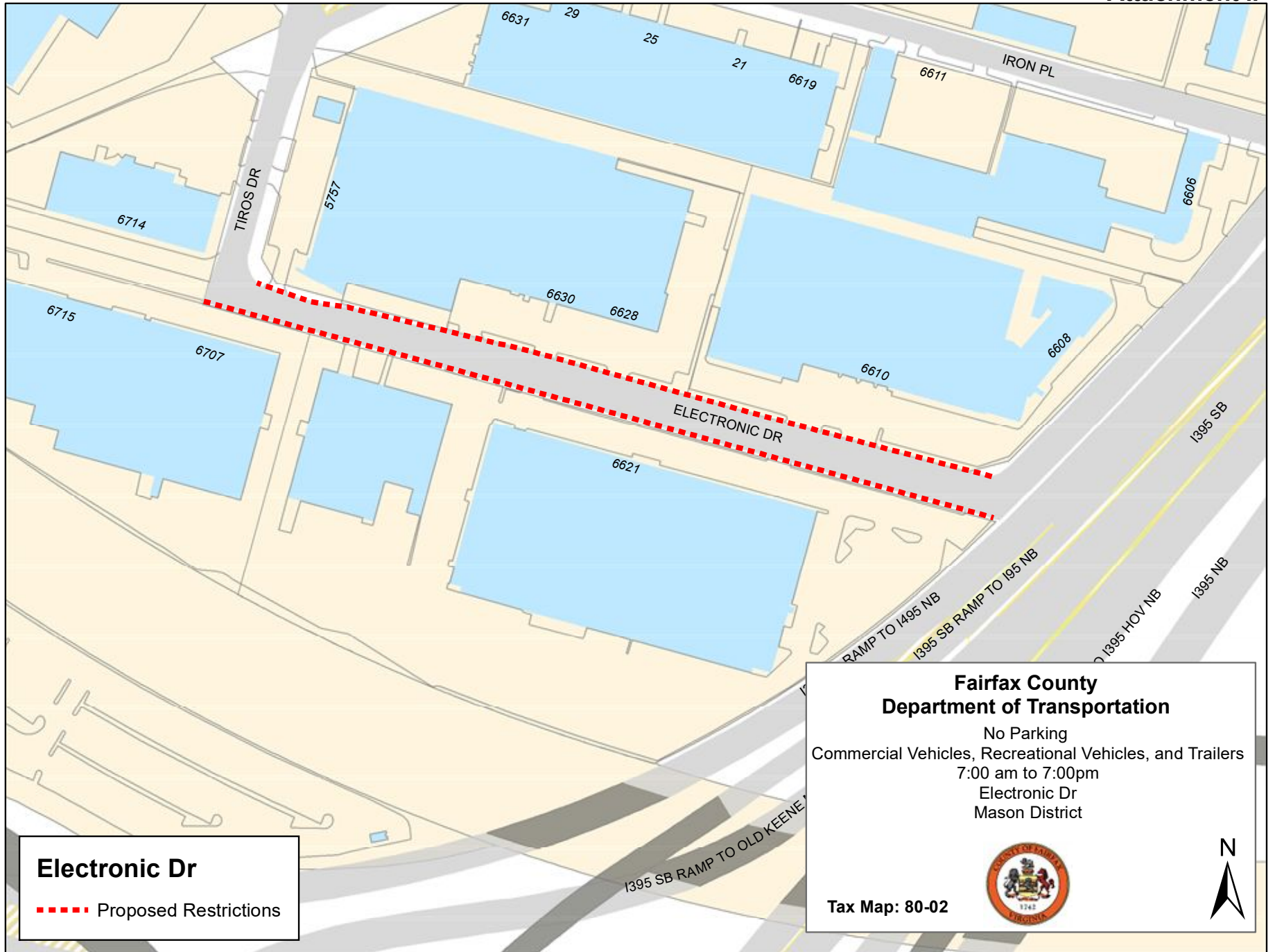
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by modifying the following street in Appendix R, in accordance with Section 82-5-37:

Electronic Drive (Route 5211) from Tiros Drive to include 6621 Electronic Drive.

Commercial vehicles, recreational vehicles (watercraft, boat trailers, motor homes, or camping trailers), and any trailer or semitrailer, as defined, respectively, in Fairfax County Code §§ 82-5-7, 82-5B-1 and 82-1-2(a), are restricted from parking on Electronic Drive (Route 5211) from Tiros Drive to the eastern boundary of 6621 Electronic Drive, from 7:00 a.m. to 7:00 p.m., seven days per week.

No parking along Electronic Drive (Route 5211) from Tiros Drive to the eastern boundary of 6621 Electronic Drive, from 7:00 p.m. to 7:00 a.m., seven days per week.



**Fairfax County
Department of Transportation**

No Parking
Commercial Vehicles, Recreational Vehicles, and Trailers
7:00 am to 7:00pm
Electronic Dr
Mason District



Tax Map: 80-02

Board Agenda Item
February 20, 2024

4:30 p.m.

Public Comment on Issues of Concern