

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 23, 2024**

AGENDA

- 9:30 Presentations
- 9:30 Report on General Assembly Activities
- 10:00 Board Organization and Appointments of Board Members to Various Regional and Internal Boards and Committees
- 10:00 Board Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
- 10:30 Matters Presented by Board Members
- 10:30 Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

- 1 Streets into the Secondary System – Pond Mist Reserve (Sully District)
- 2 Streets into the Secondary System – Fidelio Properties-Ferguson Waterworks (Sully District)
- 3 Streets into the Secondary System – Park View Estates (Springfield District)
- 4 Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Fairway Drive, Eastern Portion (Hunter Mill District)
- 5 Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Forestville Drive (Dranesville District)
- 6 Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Loretto Street and Atteentee Road (Franconia District)
- 7 Authorization to Advertise a 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)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 23, 2024**

**ADMINISTRATIVE
ITEMS
(continued)**

- 8 Supplemental Appropriation Resolution AS 24158 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from the Virginia Department of Behavioral Health and Developmental Services for STEP-VA Outpatient, Primary Care Screening, and Same Day Access
- 9 Supplemental Appropriation Resolution AS 24163 for the Department of Information Technology to Accept Grant Funding from Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency
- 10 Supplemental Appropriation Resolution AS 24145 for the Department of Housing and Community Development to Accept Grant Funding from the U.S. Department of Housing and Urban Development for the Community Project Funding Request Included in the Consolidated Appropriations Act, 2022
- 11 Supplemental Appropriation Resolution AS 24149 for the Department of Family Services to Accept Grant Funding from the Virginia Department of Housing and Community Development for the Workforce Innovation and Skills Hub

ACTION ITEMS

- 1 Approval of the Board of Supervisors' Regular Meeting Schedule for Calendar Year 2024 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions
- 2 Approval of Vacation of a Parking Reduction for Commonwealth Center Multifamily Development (Sully District)
- 3 Approval of a Memorandum of Understanding and Cost Reimbursement Agreement Between the Fairfax County Police Department and the Federal Bureau of Investigation Washington DC Metro Safe Streets Task Force
- 4 Approval of a Master Credit Agreement and Revolving Line of Credit

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 23, 2024**

**ACTION ITEMS
(continued)**

- 5 Approval of Project Agreements Between the Virginia Department of Rail and Public Transportation (DRPT) and Fairfax County for Fiscal Year (FY) 2024 Transit Assistance Grant Funds
- 6 Approval and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Braddock Road Multimodal Phase I Project – Southampton Drive to Ravensworth Road (Braddock and Mason Districts)
- 7 Approval of Fairfax Connector Spring 2024 Service Changes
- 8 Approval of Supplemental Appropriation Resolution AS 24080 to Accept Grant Funding and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Commission and the Potomac Rappahannock Transportation Commission for the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)

CLOSED SESSION

Closed Session

ANNUAL MEETING

- 3:30 Annual Meeting of the Fairfax County Solid Waste Authority

**PUBLIC
HEARINGS**

- 3:30 Public Hearing to Validate and Convey Property at the Fairfax County Government Center to the Fairfax County Redevelopment and Housing Authority (Braddock District)
- 3:30 Public Hearing on a Proposed Amendment to Chapter 122 (Tree Conservation Ordinance) of The Code of the County of Fairfax, Virginia (County Code) Re: Tree Commission Charter
- 3:30 Public Hearing to Enter into an Agreement with Northern Virginia Soil and Water Conservation District for Fund Administration
- 3:30 Public Hearing on SE 2022-HM-00035 (Carla S. Marty and Carla's Daycare LLC) (Hunter Mill District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
January 23, 2024**

**PUBLIC
HEARINGS
(continued)**

- 3:30 Public Hearing on RZ 2023-PR-00009 (MAESBOY, LLC)
(Providence District)
- 3:30 Public Hearing on PCA/CDPA 2011-HM-032 (RZPA 2022-HM-00027) (JBG Tysons Hotel L.L.C.) (Hunter Mill District)
- 3:30 Public Hearing on RZ 2023-PR-00002 (Amir J. Filipour, Trustee
And Sharon V. Filipour, Trustee) (Providence District)
(Concurrent with SE 2023-PR-00004)
- 4:00 Public Hearing on the Acquisition of Certain Land Rights
Necessary for the Construction of Pleasant Valley Road Shared
Use Path (Sully District)
- 4:00 Public Hearing on Plan Amendment 2023-III-3UP, Agape House
(Sully District)
- 4:00 Public Hearing on a Proposed Zoning Ordinance Amendment Re:
Landscaping and Screening
- 4:00 Public Hearing on RZ 2022-SU-00019 (PDCREF 2 Chantilly LLC)
(Sully District) (Concurrent with SE 2022-SU-00038)
- 4:30 Public Hearing to Consider an Ordinance Establishing the Poplar
Tree Community Parking District (Sully District)
- 4:30 Public Hearing to Convey Board-Owned Right-of-Way Near 6332
Richmond Highway to the Virginia Department of Transportation
(Franconia District)
- 4:30 Public Hearing to Validate and Convey Property at the Franconia
Governmental Center to the Fairfax County Redevelopment and
Housing Authority (Franconia District)
- 4:30 Public Hearing on PA 2015-IV-RH1, Topgolf Site Kingstowne
Area (Franconia District)



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
January 23, 2023~~4~~

9:30 a.m.

PRESENTATIONS

- RESOLUTION — To recognize Eileen Ellsworth in recognition of her 18 years of service as President and Chief Executive Officer of the Community Foundation for Northern Virginia. Requested by Chairman McKay.
- PROCLAMATION — To designate January 14-20, 2024, as Teen Cancer Awareness Week in Fairfax County. Requested by Supervisor Smith.
- PROCLAMATION — To designate January **2024** as Human Trafficking Awareness Month. Requested by Chairman McKay and Supervisor Herrity.
- PROCLAMATION — To retroactively designate November 2023 as Military Family Appreciation Month. Requested by Supervisor Lusk.

STAFF:

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

Board Agenda Item
January 23, 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 January 22, 2024.

PRESENTED BY:

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

Bryan J. Hill, County Executive

Board Agenda Item
January 23, 2024

10:00 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1 - Listing of Interjurisdictional Committees and Inter- and Intra-Governmental Boards and Committees for Calendar Year 2024

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

**INTERJURISDICTIONAL COMMITTEES AND INTER- AND INTRA-
GOVERNMENTAL BOARDS AND COMMITTEES FOR CALENDAR YEAR 2024**

INTERJURISDICTIONAL COMMITTEES

ALEXANDRIA

ARLINGTON

DISTRICT OF COLUMBIA

FAIRFAX CITY

FALLS CHURCH

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

HERNDON

LOUDOUN COUNTY

PRINCE WILLIAM

(includes UOSA, City of Manassas, and City of Manassas Park)

VIENNA

INTERGOVERNMENTAL BOARDS AND COMMITTEES

(including Federal and State)

COMMUNITY CRIMINAL JUSTICE BOARD

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

COG BOARD OF DIRECTORS

**COG METROPOLITAN WASHINGTON AIR QUALITY
COMMITTEE**

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

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

COG EMERGENCY PREPAREDNESS COUNCIL

COG HUMAN SERVICES POLICY COMMITTEE

COG REGION FORWARD COMMITTEE

**COG FOOD AND AGRICULTURE REGIONAL MEMBER
POLICY COMMITTEE**

COG TRANSPORTATION PLANNING BOARD

GEORGE MASON UNIVERSITY FAIRFAX CAMPUS ADVISORY BOARD

INOVA HEALTH CARE SERVICES BOARD

INOVA HEALTH SYSTEMS BOARD

NORTHERN VIRGINIA REGIONAL COMMISSION (NVRC)

NORTHERN VIRGINIA TRANSPORTATION COMMISSION (NVTC)
(including WMATA and VRE Representatives)

**PHASE I DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT
COMMISSION**

**PHASE II DULLES RAIL TRANSPORTATION IMPROVEMENT DISTRICT
COMMISSION**

POTOMAC WATERSHED ROUNDTABLE

**ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT
COMMISSION**

VACo BOARD OF DIRECTORS (REGIONAL DIRECTORS)

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (WMATA)
(Appointed by NVTC. The Board of Supervisors makes recommendations for consideration.)

INTRAGOVERNMENTAL AND OTHER COMMITTEES

AUDIT COMMITTEE

BUDGET POLICY COMMITTEE
(Committee of the Whole)

ECONOMIC ADVISORY COMMISSION
(Committee of the Whole)

ECONOMIC INITIATIVES COMMITTEE

(Committee of the Whole)

ENVIRONMENTAL COMMITTEE

(Committee of the Whole)

HEALTH AND HUMAN SERVICES COMMITTEE

(Committee of the Whole)

HOUSING COMMITTEE

(Committee of the Whole)

INFORMATION TECHNOLOGY COMMITTEE

(Committee of the Whole)

LAND USE POLICY COMMITTEE

(Committee of the Whole)

LEGISLATIVE COMMITTEE

(Committee of the Whole)

OLDER ADULTS COMMITTEE

(Committee of the Whole)

PERSONNEL AND REORGANIZATION COMMITTEE

(Committee of the Whole)

SAFETY AND SECURITY COMMITTEE

(Committee of the Whole)

SUCCESSFUL CHILDREN AND YOUTH POLICY TEAM

TRANSPORTATION COMMITTEE

(Committee of the Whole)

Board Agenda Item
January 23, 2024

10:00 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard January 23, 2024

STAFF:

Jill G. Cooper, Clerk for the Board of Supervisors

Attachment 1

January 23, 2024

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

APPOINTMENTS TO BE HEARD JANUARY 23, 2024
(ENCOMPASSING VACANCIES PROJECTED THROUGH JANUARY 31, 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; 2/09-1/20 by Bulova) Term exp. 1/21 <i>Resigned</i>	At-Large Chairman's Representative		McKay	At-Large Chairman's
Jane Gwinn (Appointed 1/21-1/23 by Walkinshaw) Term exp. 1/24	Braddock District Representative		Walkinshaw	Braddock
Kerrie Wilson (Appointed 1/10-5/23 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Renko R. Hardison; (Appointed 2/23 by Lusk) Term exp. 1/23	Franconia District Representative	Renko R. Hardison	Lusk	Franconia
Paul Davis; (Appointed 2/23 by Alcorn) Term exp. 1/24	Hunter Mill District Representative	Paul Davis	Alcorn	Hunter Mill

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**A. HEATH ONTHANK MEMORIAL AWARD
SELECTION COMMITTEE (1-year term)**
Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Suzanne Holland; (Appointed 1/23 by Gross) Term exp. 1/24	Mason District Representative		Jimenez	Mason
Wesley Speer (Appointed 2/22-1/23 by Storck) Term exp. 1/24	Mount Vernon District Representative	Wesley Speer	Storck	Mount Vernon
Ernestine Heastie (Appointed 2/04-1/23 by Smyth; 1/20-2/22 by Palchik) Term exp. 1/24	Providence District Representative	Ernestine Heastie	Palchik	Providence
Philip Rosenthal (Appointed 1/92-2/08 by McConnell; 1/09- 1/23 by Herrity) Term exp. 1/24	Springfield District Representative	Philip Rosenthal	Herrity	Springfield
Michael Coyle (Appointed 2/17-1/23 by Smith) Term exp. 1/24	Sully District Representative	Michael Coyle	Smith	Sully

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		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

AGRICULTURAL AND FORESTAL DISTRICT ADVISORY BOARD
(Serves at the Pleasure of the Board)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by John Foust; appointed 3/08 by Connolly) <i>Retired</i>	BOS Member Representative	Kathy Smith (McKay)	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
Robert R. Meier (Appointed 9/19-1/21 by Storck) Term exp. 1/24	Mount Vernon District Representative	Robert R. Meier	Storck	Mount Vernon
Michael F. Rioux (Appointed 2/17-1/21 by Storck) Term exp. 1/24	Mount Vernon District Business Representative	Michael F. Rioux	Storck	Mount Vernon
Mark G. Searle (Appointed 1/18-1/21 by Smith) Term exp. 1/24	Sully Business District Representative	Mark G. Searle	Smith	Sully

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AIRPORTS ADVISORY COMMITTEE (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 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
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

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**ALCOHOL SAFETY ACTION PROGRAM LOCAL
POLICY BOARD (ASAP) (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 Linda Perlstein; Appointed 11/22 by Alcorn) Term exp. 10/25 <i>Resigned</i>	At-Large #6 Representative		By Any Supervisor	At-Large

ATHLETIC COUNCIL (2-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Anmarie 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 Barbara Lowrey; appointed 7/99-6/23 by Gross) Term exp. 6/25 <i>Resigned</i>	Mason District Principal Representative		Jimenez	Mason

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ATHLETIC COUNCIL (2-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 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 Jenni Cantwell; appointed 9/10-12/22 by Herrity) Term exp. 6/24	Women's Sports Principal Representative	Hillary Richardson (Alcorn)	By Any Supervisor	At-Large
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

CONFIRMATION NEEDED:

- Mr. Roland Taylor as Town of Herndon Principal Representative

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)

<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
VACANT (Formerly held by Maria Dolores Quintela; appointed 2/20-11/21 by McKay) Term exp. 12/23 <i>Resigned</i>	Professional #1 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 Angela Davis; appointed 11/21-5/23 by Alcorn) Term exp. 4/25 <i>Resigned</i>	Fairfax County #2 Representative	Judy Singer (Alcorn)	By Any Supervisor	At-Large
VACANT (Formerly held by Kelsey J. Myers; appointed 6/20-3/22 by Alcorn) Term exp. 4/24 <i>Resigned</i>	Fairfax County #5 Representative	Alexandra Rossi (Alcorn)	By Any Supervisor	At-Large
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

CONFIRMATION NEEDED:

- Dr. Lubna Mohammed as the Reston Association Member #3 Representative

**CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(2-year terms- limited to 3 full terms)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Greg Dercach (Appointed 1/22 by Gross) Term exp. 9/23	At-Large #3 Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by 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
Alexis Dickerson (Appointed 9/20 by Lusk) Term exp. 9/23	Franconia District Representative	Alexis Dickerson	Lusk	Franconia
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>
Nancy Angland Rice (Appointed 2/16-11/21 by Smith) Term exp. 12/23	At-Large #1 Representative	Nancy Angland Rice	By Any Supervisor	At-Large
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
Sara J. Simmons (Appointed 2/20-12/21 by McKay) Term exp. 12/23	At-Large #3 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
Patrick Morrison (Appointed 2/20-11/21 by McKay) Term exp. 12/23	At-Large #7 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>
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
John Townes (Appointed 12/09-12/21 by Herrity) Term exp. 12/23	At-Large #12 Representative	John Townes (Herrity)	By Any Supervisor	At-Large

COMMISSION FOR WOMEN (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by 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
Phylicia L. Woods (Appointed 1/20- 11/20 by Palchik) Term exp. 10/23	Providence District Representative	Phylicia L. Woods	Palchik	Providence

COMMUNITY ACTION ADVISORY BOARD (CAAB) (3-year terms)

<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. Elizabeth Benson as the Head Start Principal Representative
- Ms. Alice Yam as the Elected - North Target Area #1 Representative

CONSUMER PROTECTION COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
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

CONFIRMATION NEEDED:

- Ms. Penelope Rood as the City of Fairfax Representative
- Ms. Janet Kedzie as the Health Department Representative

COORDINATING COUNCIL ON AGING AND ADULTS WITH DISABILITIES (CCAAD) (2-year terms)

CONFIRMATION NEEDED:

- Mr. David J Pritz as the Long Term Care Providers #23 Representative

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>
VACANT (Formerly held by Frederick Rothmeijer; appointed 2/21 by Palchik) Term exp. 3/24 <i>Resigned</i>	At-Large #3 Representative	Donna Shafer (Palchik)	By Any Supervisor	At-Large
VACANT (Formerly held by Thomas Fleury; appointed 2/22 by Palchik) Term exp. 3/26 <i>Resigned</i>	At-Large #5 Representative	Ben Small (Palchik)	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>
Michael R. F. Rocks (Appointed 1/20 by McKay) Term exp. 1/24	BOS At-Large #4 Representative		By Any Supervisor	At-Large
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

CONFIRMATION NEEDED:

- Mr. Andrew J, Czekaj as Town of Herndon #2 Representative

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

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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>
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
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
T. J. Radtke (Appointed 1/21 by Lusk) Term exp. 12/23	Hunter Mill District Representative	T. J. Radtke	Alcorn	Hunter Mill
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

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ECONOMIC ADVISORY COMMISSION (3-year terms)
Continued from previous page

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

CONFIRMATION NEEDED:

- Mr. Pradip Dhakal as the Herndon Town Council 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>
Kenneth J. Lanfear (Appointed 3/21 by Alcorn) Term exp. 1/24	Hunter Mill District Representative	Kenneth J. Lanfear	Alcorn	Hunter Mill
Richard Healy (Appointed 3/15-3/21 by Gross) Term exp. 1/24	Mason District Representative		Jimenez	Mason
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>
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 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 COUNTY EMPLOYEES' 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 Robert Carlson; appointed 10/20 by McKay) Term exp. 7/24 <i>Resigned</i>	At-Large #3 Representative		By Any Supervisor	At-Large

**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

HEALTH CARE 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 Philippe Beauchene; appointed 5/18-6/20 by Smith) Term exp. 6/24 <i>Resigned</i>	Sully District Representative	Andrew G. Goldberg	Smith	Sully

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

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
Shahid S. Malik (Appointed 10/20 by McKay) Term exp. 9/23	At-Large #11 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)

<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		Jiminez	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 Jerrold L. Foltz; appointed 7/17-7/21 by Smith) Term exp. 7/25 <i>Resigned</i>	Sully District #1 Representative		Smith	Sully

INDUSTRIAL DEVELOPMENT AUTHORITY (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Joseph A. Heastie (Appointed 10/11-10/19 by Smyth) Term exp. 10/23	At-Large #6 Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Carter B. Bates (Appointed 5/22 by Walkinshaw) Term exp. 12/23	Braddock District Representative		Walkinshaw	Braddock
Susan S. Hoffman (Appointed 2/17-11/23 by Gross) Term exp. 12/23	Mason District Representative		Jiminez	Mason
Edward H. Blum (Appointed 12/20 by Palchik) Term exp. 12/23	Providence District Representative	Edward H. Blum	Palchik	Providence
Sean Rastatter (Appointed 11/20 by Herrity) Term exp. 12/23	Springfield District Representative	Sean Rastatter	Herrity	Springfield

**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

LIBRARY BOARD (4-year terms)

CONFIRMATION NEEDED:

- Ms. Natalie Lorenzi as the School Board Representative

MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Joe LaHait (Appointed 2/20 by Smyth) Term exp. 1/24	Seat #1 Representative	Joe LaHait (Palchik)	By Any Supervisor	At-Large
VACANT (Formerly held by Barbara Byron; appointed 9/20 by Smyth) Term exp. 1/24 <i>Resigned</i>	Seat #2 Representative	Tracy Strunk (Palchik)	By Any Supervisor	At-Large
VACANT (Formerly held by John Foust; appointed 2/20 by Smyth) Term exp. 1/24 <i>Retired</i>	Seat #3 Representative	James N. Bierman, Jr. (Palchik)	By Any Supervisor	At-Large
Dalia A. Palchik (Appointed 2/20 by Foust) Term exp. 1/24	Seat #4 Representative	Dalia A. Palchik (Bierman)	By Any Supervisor	At-Large
Karen R. Hammond (Appointed 2/20 by Palchik) Term exp. 1/24	Seat #5 Representative	Karen R. Hammond (Palchik)	By Any Supervisor	At-Large

PARK AUTHORITY (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James P. Zook (Appointed 2/20 by McKay) Term exp. 12/23	At-Large #1 Representative		By Any Supervisor	At-Large
Cynthia Jacobs Carter (Appointed 1/20 by Lusk) Term exp. 12/23	Franconia District Representative	Cynthia Jacobs Carter	Lusk	Franconia
Marguerite F. Godbold (Appointed 1/16-1/20 by Smith) Term exp. 12/23	Sully District Representative	Marguerite F. Godbold	Smith	Sully

PLANNING COMMISSION (4-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Phillip A. Niedzielski-Eichner (Appointed 10/23 by McKay) Term exp. 12/23	At-Large #3 Representative		By Any Supervisor	At-Large
Mary Cortina (Appointed 1/20 by Walkinshaw) Term exp. 12/23	Braddock District Representative		Walkinshaw	Braddock
Daniel Lagana; appointed 1/20 by Lusk) Term exp. 12/23	Franconia District Representative	Daniel Lagana	Lusk	Franconia
Evelyn Spain (Appointed 1/20 by Smith) Term exp. 12/23	Sully District Representative	Evelyn Spain	Smith	Sully

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

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

CONFIRMATIONS NEEDED:

- Ms. Jenny Anderson as the Elected Resident/Owner #1 Representative
- Mr. Charles Betancourt as the Elected Resident/Owner #2 Representative
- Mr. Jeffrey Chod as the Elected Resident/Owner #3 Representative

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 #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Joseph Underwood; appointed 12/20 by Walkinshaw) Term exp. 12/23 <i>Resigned</i>	Braddock District Representative		Walkinshaw	Braddock
VACANT (Formerly held by Gigi Thompson Jarvis; appointed 12/20 by Foust) Term exp. 12/23 <i>Resigned</i>	Dranesville District Representative		Bierman	Dranesville
Deborah A. Woolen (Appointed 1/23 by Lusk) Term exp. 12/23	Franconia District Representative	Deborah Woolen	Lusk	Franconia
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
Christopher Vernon (Appointed 12/21 by Herrity) Term exp. 12/23	Springfield District Representative	Christopher Vernon	Herrity	Springfield

TENANT-LANDLORD COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by 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

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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>
Kenneth Comer (Appointed 1/20-3/22 by McKay) Term exp. 1/24	At-Large Chairman's Representative		McKay	At-Large Chairman's
Robert W. Cosgriff (Appointed 1/20 by Walkinshaw) Term exp. 1/24	Braddock District Representative		Walkinshaw	Braddock
Lydia Lawrence (Appointed 2/22 by Foust) Term exp. 1/24	Dranesville District Representative		Bierman	Dranesville
Erin Partlan (Appointed 12/21 by Lusk) Term exp. 1/24	Franconia District Representative	Erin Partlan	Lusk	Franconia

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TRAILS, SIDEWALKS AND BIKEWAYS COMMITTEE (2-year terms)
Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Alexander Rough (Appointed 2/20-3/22 by Alcorn) Term exp. 1/24	Hunter Mill District Representative	Alexander Rough	Alcorn	Hunter Mill
James Albright (Appointed 5/18-3/22 by Gross) Term exp. 1/24	Mason District Representative		Jimenez	Mason
James R. Klein (Appointed 3/18-1/22 by Storck) Term exp. 1/24	Mount Vernon District Representative		Storck	Mount Vernon
Brooks Stephens (Appointed 8/22 by Palchik) Term exp. 1/24	Providence District Representative	Brooks Stephens	Palchik	Providence
Tyler Schiefelbein (Appointed 9/22 by Herrity) Term exp. 1/24	Springfield District Representative		Herrity	Springfield
Karen O. Ampeh (Appointed 2/18-1/22 by Smith) Term exp. 1/24	Sully District Representative	Karen O. Ampeh	Smith	Sully

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

TREE COMMISSION (3-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Jessica Bowser; appointed 12/21 by Lusk) Term exp. 10/24 <i>Resigned</i>	Franconia District Representative	Glenna Tinney	Lusk	Franconia

CONFIRMATIONS NEEDED:

- Mr. John Burke as the Park Authority Representative
- Ms. Brenda Frank as the Virginia Department of Extension Representative
- Mr. Richard Healy as the Environmental Quality Advisory Council Representative
- Mr. Jacob Zielinski as the Virginia Department of Forestry Representative
- Mr. Jerry Peters as the Northern Virginia Soil and Conservation District Representative

**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

CONFIRMATIONS NEEDED:

- Mr. Chris Boynton as the Tysons Partnership Representative #1 Representative
- Mr. David Schneider as the Tysons Partnership Representative #2 Representative

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

WETLANDS BOARD (5-year terms)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Clyde Wilber (Appointed 10/12-11/18 by Herrity) Term exp. 12/23	Springfield District Representative	Clyde Wilber	Herrity	Springfield

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
Emma Heisey (Appointed 5/22 by McKay) Term exp. 1/24	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
Timothy S. Klein (Appointed 6/22 by Lusk) Term exp. 1/24	Franconia District Representative	Timothy S. Klein	Lusk	Franconia
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
Mahnoor Zafar (Appointed 10/21-2/22 by Storck) Term exp. 1/24	Mount Vernon District Representative		Storck	Mount Vernon

Continued on next page

YOUNG ADULTS ADVISORY COMMITTEE
(2-year terms - limited to 2 full terms)
 Continued from previous page

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Neel Daugherty-Shrivastava (Appointed 2/23 by Palchik) Term exp. 1/24	Providence District Representative		Palchik	Providence
Samuel Niner (Appointed 1/22 by Herrity) Term exp. 1/24	Springfield District Representative	Samuel Niner	Herrity	Springfield
Eddy Sandoval (Appointed 9/21 by Smith) Term exp. 1/24	Sully District Representative		Smith	Sully

Board Agenda Item
January 23, 2024

10:30 a.m.

Matters Presented by Board Members

Board Agenda Item
January 23, 2024

10:30 a.m.

Items Presented by the County Executive

Board Agenda Item
January 23, 2024

ADMINISTRATIVE – 1

Streets into the Secondary System – Pond Mist Reserve (Sully District)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Pond Mist Reserve	Sully	Pond Mist Way

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Street Acceptance Form for Board of Supervisors Resolution – June 2005

STAFF:

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

Street Acceptance Form For Board Of Supervisors Resolution

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS</p> <p>REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 24852-SD-002</p> <p>SUBDIVISION PLAT NAME: Pond Mist Reserve</p> <p>COUNTY MAGISTERIAL DISTRICT: Sully</p>		
<p>VDOT PERMITS MANAGER: Robert H. Burton</p> <p>BY: <u>Robert H. Burton</u> <small>Digitally signed by Robert H. Burton Date: 2023.11.02 12:11:44 -04'00'</small></p>	<p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p>VDOT INSPECTION APPROVAL DATE: <u>10/27/2023</u></p>		
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Pond Mist Way (Extension)	Existing Pond Mist Way, Route 8971 - 535' NE CL Autumn Crest Drive, Route 8968	619' NE to End of Cul-de-Sac	0.12
NOTES:			TOTALS:
5' Concrete Sidewalk on Both Sides to be maintained by VDOT			0.12

Board Agenda Item
January 23, 2024

ADMINISTRATIVE – 2

Streets into the Secondary System – Fidelio Properties-Ferguson Waterworks (Sully District)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Fidelio Properties-Ferguson Waterworks	Sully	Lowe Street

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Street Acceptance Form for Board of Supervisors Resolution – June 2005

STAFF:

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

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p>		
<p>ENGINEERING MANAGER: Robert H. Burton BY: <u>Robert H. Burton</u> <small>Digitally signed by Robert H. Burton Date: 2023.11.17 10:55:17 -05'00'</small></p>			
<p>FOR OFFICIAL USE ONLY</p>			
<p>PLAN NUMBER: 0062-SP-002</p> <p>SUBDIVISION PLAT NAME: Fidelio Properties-Ferguson Waterworks</p> <p>COUNTY MAGISTERIAL DISTRICT: Sully</p> <p>DATE OF VDOT INSPECTION APPROVAL: <u>11/03/2023</u></p>			
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Lowe Street	Existing Lowe Street, Route 2528 - 415' NW CL Centreville Road, Route 657	665' W to CL Centerview Drive, Route 7680	0.13
<p>NOTES: 5' Concrete Sidewalks on Both Sides to be maintained by VDOT.</p>			<p>TOTALS: 0.13</p>

Board Agenda Item
January 23, 2024

ADMINISTRATIVE – 3

Streets into the Secondary System – Park View Estates (Springfield District)

ISSUE:

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

RECOMMENDATION:

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

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Park View Estates	Springfield	Foxhollow Lane

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Street Acceptance Form for Board of Supervisors Resolution – June 2005

STAFF:

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

Street Acceptance Form For Board Of Supervisors Resolution

<p>FAIRFAX COUNTY BOARD OF SUPERVISORS FAIRFAX, VA</p> <p>Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.</p>	<p>VIRGINIA DEPARTMENT OF TRANSPORTATION OFFICE OF LAND USE - FAIRFAX PERMITS</p> <p>REQUEST TO THE PERMITS MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p> <p>PLAN NUMBER: 8250-SD-001</p> <p>SUBDIVISION PLAT NAME: Park View Estates</p> <p>COUNTY MAGISTERIAL DISTRICT: Springfield</p>		
<p>VDOT PERMITS MANAGER: Robert H. Burton BY: <u>Robert H. Burton</u> <small>Digitally signed by Robert H. Burton Date: 2023.11.30 14:59:21 -05'00'</small></p>	<p style="text-align: center;">FOR OFFICIAL USE ONLY</p> <p>VDOT INSPECTION APPROVAL DATE: _____</p>		
STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Foxhollow Lane	CL Burke Lake Road, Route 645 - 695' SW CL Lakehaven Lane, Route 8893	728' SE to End of Cul-de-Sac	0.14
NOTES:			TOTALS:
			0.14

ADMINISTRATIVE - 4

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Fairway Drive, Eastern Portion (Hunter Mill 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 the eastern portion of Fairway Drive, between Hook Road/Orchard Lane and Wiehle Avenue (Attachment II), consisting of the following:

- Two speed humps with Fire and Rescue cut-outs on the eastern portion of Fairway Drive (Hunter Mill District)

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

TIMING:

Board action is requested on January 23, 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.

Board Agenda Item
January 23, 2024

On November 21, 2023, FCDOT received verification from the Hunter Mill District Supervisor's office confirming community support for the Fairway Drive (eastern portion between Hook Road/Orchard Lane and Wiehle Avenue) traffic calming plan.

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$38,000 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 Fairway Drive, Eastern Portion
Attachment II: Traffic Calming Plan for Fairway Drive, Eastern Portion

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)
TRAFFIC CALMING MEASURES
FAIRWAY DRIVE, EASTERN PORTION
HUNTER MILL DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the residents in the vicinity of the eastern portion of Fairway Drive have requested the Hunter Mill District Supervisor’s Office of Fairfax County to consider remedial measures to reduce the speed of traffic on Fairway Drive, between Hook Road/Orchard Lane and Wiehle Avenue; and

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

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

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

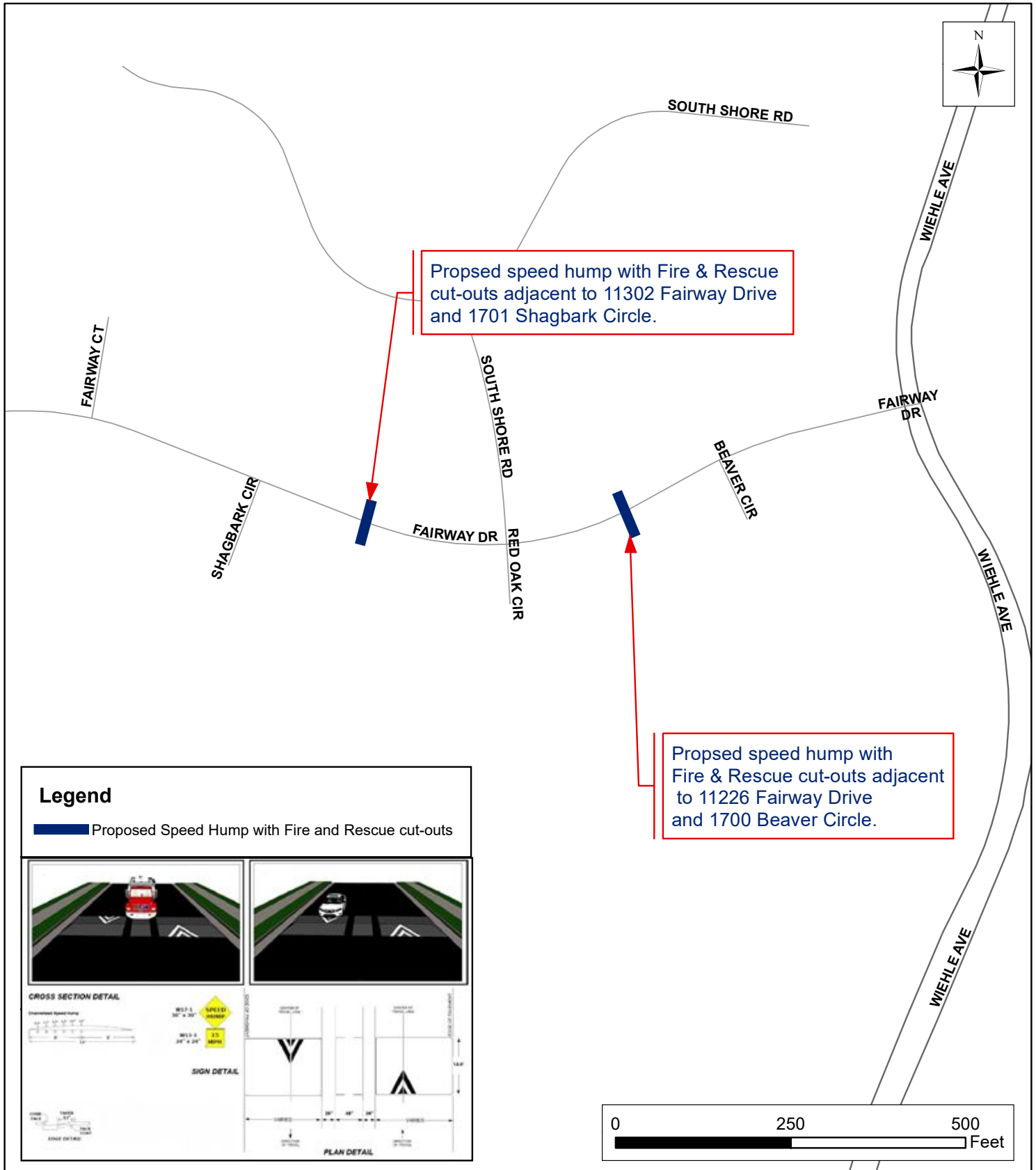
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 23rd day of January, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 17-2

Fairfax County Department of Transportation
 Residential Traffic Administration Program
 Traffic Calming Plan
 Fairway Drive - Eastern Portion
 Hunter Mill District

November 2023



Board Agenda Item
January 23, 2024

ADMINISTRATIVE - 5

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program – Forestville Drive (Dranesville 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 Forestville Drive (Attachment II) consisting of the following:

- Two speed humps on Forestville Drive (Dranesville District)
- One speed table on Forestville Drive (Dranesville District)

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

TIMING:

Board action is requested on January 23, 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 November 21, 2023, FCDOT received verification from the Dranesville District Supervisor's office confirming community support for the Forestville traffic calming plan.

Board Agenda Item
January 23, 2024

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of \$45,000 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 Forestville Drive

Attachment II: Traffic Calming Plan for Forestville Drive

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)
TRAFFIC CALMING MEASURES
FORESTVILLE DRIVE
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, January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

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

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

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

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

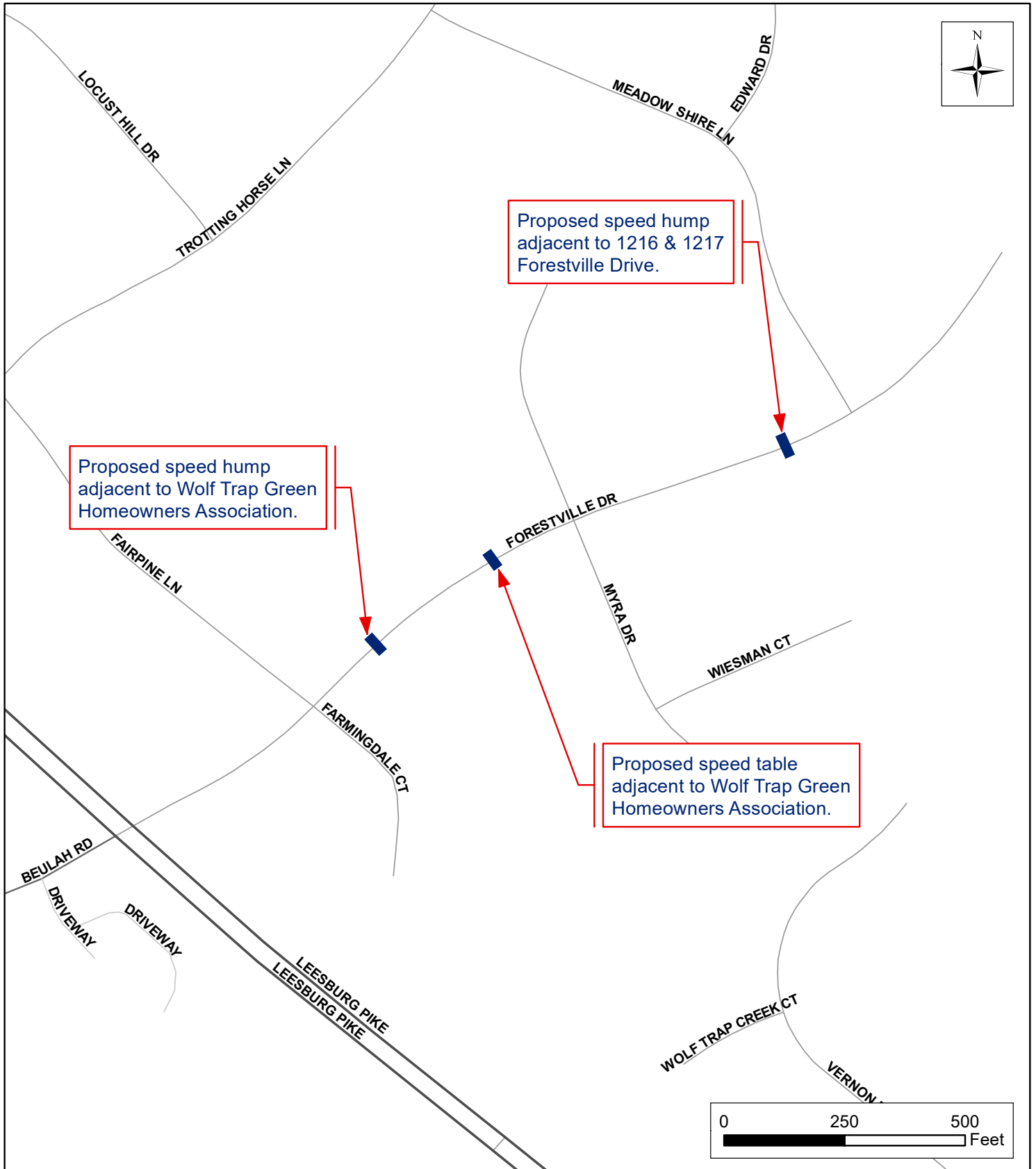
WHEREAS, the intended source of funding for the Traffic Calming Plan is Fairfax County.

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

ADOPTED this 23rd day of January, 2024.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors



Tax Map: 19-1, 19-2, 19-3, 19-4

November 2023

**Fairfax County Department of Transportation
 Residential Traffic Administration Program
 Traffic Calming Plan
 Forestville Drive
 Dranesville District**



ADMINISTRATIVE - 6

Approval of “Watch for Children” Signs as Part of the Residential Traffic Administration Program – Loretto Street and Atteentee Road (Franconia 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 Loretto Street (Franconia District)
- Two “Watch for Children” signs on Atteentee Road (Franconia District)

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

TIMING:

Board action is requested on January 23, 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.

On October 17, 2023, FCDOT received verification from the Franconia District Supervisor’s Office confirming community support for one “Watch for Children” sign on Loretto Street and two “Watch for Children” signs on Atteentee Road.

EQUITY IMPACT:

None.

Board Agenda Item
January 23, 2024

FISCAL IMPACT:

Funding in the amount of \$900 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
January 23, 2024

ADMINISTRATIVE – 7

Authorization to Advertise a 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:

Board authorization to advertise a public hearing on the acquisition of certain land rights necessary for improvements at 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 authorize advertisement of a public hearing for February 20, 2024, commencing at 4:30 p.m.

TIMING:

Board action is requested on January 23, 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 installing a loading pad with shelter, bench, trash can, and sidewalk, along with associated grading.

Land rights for these improvements are required on one 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
January 23, 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 multiple 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 - Listing of Affected Properties

STAFF:

Rachel Flynn, Deputy County Executive
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)
Carey F. Needham, Deputy Director, Capital Facilities, DPWES
Gregg Steverson, Acting Director, Fairfax County Department of Transportation

ASSIGNED COUNSEL:

Randall T. Greehan, Assistant County Attorney



BUS STOP #01655 COMMERCE STREET WESTBOUND (WB)

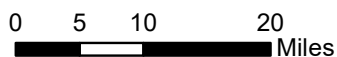
Project CR-00007-008

Tax Map: 080-4

Franconia District

Affected Properties:

Proposed Improvements:



LISTING OF AFFECTED PROPERTIES

Project CR-000007-008

Bus Stop #01655 Commerce St. Westbound (WB) at Brandon Ave. (Franconia District)

PROPERTY OWNER(S)

1. W2005 Fargo Hotels (Pool C) Realty L P

0804 01 0005C1

Address:

6245 Brandon Ave Springfield, VA 22150

ADMINISTRATIVE – 8

Supplemental Appropriation Resolution AS 24158 for the Fairfax-Falls Church Community Services Board to Accept Grant Funding from the Virginia Department of Behavioral Health and Developmental Services for STEP-VA Outpatient, Primary Care Screening, and Same Day Access

ISSUE:

Board of Supervisors authorization is requested for the Fairfax-Falls Church Community Services Board (CSB) to accept grant funding totaling \$192,838 from the Virginia Department of Behavioral Health and Developmental Services (DBHDS) for activities and responsibilities required for implementing System Transformation Excellence and Performance (STEP-VA) services for Outpatient, Primary Care Screening, and Same Day Access. This is ongoing funding to expand STEP-VA services. STEP-VA is intended to reform the public mental health system by improving access, quality, consistency, and accountability in public mental health services across Virginia. Funding will support 2/2.0 FTE new grant positions to provide direct treatment services. The grant period is November 1, 2023, to June 30, 2024. No Local Cash Match is required. DBHDS has allocated this supplemental funding to the Fairfax-Falls Church CSB through a Notice of Award and has indicated the award is governed by the terms and conditions of the most current version of the Community Services Performance Contract. The Community Services Performance Contract was approved by the Board on July 11, 2023; however, this Board item is needed in order to appropriate funding in the Federal-State Grant Fund. The Notice of Award has been fully executed (Attachment 1). When grant funding expires, the County is under no obligation to continue funding the program; however, DBHDS has indicated that ongoing funding will be added to the Community Services Performance Contract beginning in FY 2025.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 24158 to accept funding from the DBHDS in the amount of \$192,838 to implement STEP-VA services for Outpatient, Primary Care Screening, and Same Day Access. Funding will support 2/2.0 FTE new grant positions. No Local Cash Match is required.

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

The purpose of STEP-VA is to reform the public mental health system by improving access, quality, consistency, and accountability in public mental health services across the Commonwealth of Virginia. STEP-VA is a Virginia code-mandated long-term initiative that requires all 40 CSBs and Behavioral Health Authorities (BHAs) implement nine essential services, referred to as steps, and requires consistent quality measures and oversight. Over time, after full implementation of STEP-VA, DBHDS anticipates fewer admissions to state and private hospitals, decreased emergency room visits, and reduced involvement of individuals with behavioral health disorders in the criminal justice system. Ongoing funding of \$192,838 has been provided by DBHDS to support 2/2.0 FTE new grant positions (Behavioral Health Senior Clinicians) working as part of CSB's Entry, Assessment and Referral Services (EAR). EAR provides direct treatment services for the following three essential STEP-VA services:

- Outpatient: the purpose is to ensure the provision of high quality, evidence-based, trauma-informed, culturally competent, accessible behavioral health services that addresses a broad range of diagnoses and considers an individual's course of illness across the lifespan from childhood to adulthood. Outpatient services include diagnosis, screening and intake, counseling, psychotherapy, behavior management, psychological testing and assessment, laboratory and other ancillary services, medical services, and medication services.
- Primary Care Screening: the purpose is to ensure all adults with serious mental illness and youth with serious emotional disturbance that receive targeted case management also receive yearly primary care screening to include at a minimum height, weight, blood pressure, and calculated body mass index (BMI).
- Same Day Access: the purpose is to provide same day, in-person screening for mental health and/or substance use concerns to adults and youth. Individuals of any age seeking help for a mental health and/or substance use concern may walk in, without appointment, to the Sharon Bulova Center for Community Health and speak with a staff member face-to-face, rather than initiating contact over the phone.

FISCAL IMPACT:

Funding in the amount of \$192,838 from the Virginia Department of Behavioral Health and Developmental Services has been awarded to implement STEP-VA services for Outpatient, Primary Care Screening, and Same Day Access. No Local Cash Match is required. This grant does not allow for the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2024.

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January 23, 2024

CREATION OF NEW POSITIONS:

There are 2/2.0 FTE new grant positions associated with this funding. The County is under no obligation to continue funding these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1: Notice of Award

Attachment 2: Supplemental Appropriation Resolution AS 24158

STAFF:

Christopher A. Leonard, Deputy County Executive

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

Notice of Award
FY24 STEP-VA Increase Funding for Outpatient, Primary Care Screening, and Same Day Access
Fairfax-Falls Church Community Services Board
Contract No. NOA3555.762.1

Notice Date: November 14, 2023

Purpose: Effective as of November 01, 2023, the Office of Community Behavioral Health shall provide the Community Services Boards with increased ongoing baseline funding for STEP-VA Outpatient, Primary Care Screening, and Same Day Access.

The current funding shall be used as provided in the appropriations language, Item 13 SS. which increases funding from the general fund for the first three steps of STEP-VA, including same day access, primary care screening, and outpatient services at community service boards. This award is governed by the terms and conditions of most current version the Community Services Performance Contract to include but not limited to, certain requirements in Exhibit G - Community Services Boards Master Programs Services Requirements.

I. Award Information

Award: FY24 STEP-VA Increase Funding for Outpatient, Primary Care Screening, and Same Day Access

Community Services Boards Name: Fairfax-Falls Church Community Services Board

- II. Payment Terms:** The Department has awarded CSB increased amount ongoing baseline funds as provided in the chart below and as reflected in the Departments Grant Management System. The Department shall disburse funding to CSB on its twice a month warrant payment schedule. The Department may, at its reasonable discretion, modify payment dates or amounts, or terminate this Agreement and will notify the CSB of any such changes in writing.

Program Service	Award Amount	Grant No.
Primary Care Screening	\$43,996.00	3555.762
Outpatient	\$119,609.00	
Same Day Access	\$29,233.00	
Total Award Amount	\$192,838.00	

Notice of Award
FY24 STEP-VA Increase Funding for Outpatient, Primary Care Screening, and Same Day Access
Fairfax-Falls Church Community Services Board
Contract No. NOA3555.762.1

Signatures: The authorized agents indicated below hereby acknowledge receipt of the information contained herein:

**Department Behavioral Health and
Developmental Service**

By: 
5235555822C2488

Name: Andrew Diefenthaler

Title: Chief of Staff

Date: 12/11/2023 | 09:59 EST

By: 
DocuSigned by:
05302CF313BB4FD...

Name: Meredith Nusbaum

Title: Director, Adult Community Behavioral
Health

Date: 12/11/2023 | 08:31 EST

Fairfax-Falls Church Community Services Board

By: 
F3355A75D68D40B...

Name: Daryl Washington

Title: Executive Director

Date: 12/10/2023 | 12:41 EST

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 24158

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 January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2024, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7630, Fairfax-Falls Church Community Svcs Board	\$192,838
Grant:	1760102-2024, STEP-VA Outpatient, Primary Care Screening, and Same Day Access	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	\$192,838
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: VA Dept. of Behavioral Health and Developmental Svcs., \$192,838

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 23, 2024

ADMINISTRATIVE – 9

Supplemental Appropriation Resolution AS 24163 for the Department of Information Technology to Accept Grant Funding from Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 24163 in the amount of \$135,000 for the Department of Information Technology (DIT) to accept a Department of Homeland Security (DHS) FY 2022 Urban Areas Security Initiative (UASI) subgrant award from the State Administrative Agency (SAA). Funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. Funding will support cybersecurity training and certification across Northern Virginia jurisdictions. The grant period for the FY 2022 subgrant award is September 1, 2022, through December 31, 2024. No Local Cash Match is required. Board authorization is also requested for the Chairman of the Board of Supervisors, the County Executive and/or a designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 24163 in the amount of \$135,000. These funds will be used to provide cybersecurity training to jurisdictionally identified, non-executive level staff of governments within Northern Virginia, starting with the smallest member jurisdictions. No Local Cash Match is required, and no positions are associated with this funding. The County Executive also recommends the Board authorize the Chairman of the Board of Supervisors, the County Executive, and/or designee appointed by the County Executive to enter into the grant agreement and any related agreements, including but not limited to Federal Subaward Agreements, on behalf of the County.

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

The Department of Homeland Security FY 2022 Urban Areas Security Initiative subgrant awards are received from the State Administrative Agency. These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism.

Funded projects are typically regional in nature with benefits to multiple jurisdictions. To effectively implement these projects, a single jurisdiction is being identified to handle all the financial management, audit, procurement, and payment provisions of the subgrant award and grant program. Fairfax County has agreed to act as the subgrantee for the Regional Preparedness System - Cybersecurity Training funds. These funds will be used to increase the skill set of personnel handling a variety of cyber threats, vulnerabilities, and risks that are necessary in the public safety and local government environment. Training may assist organizations in preparing, protecting, responding to, and recovering from acts of cyber terrorism.

FISCAL IMPACT:

Grant funding in the amount of \$135,000 is available from the DHS UASI grant funds through the District of Columbia. These funds will be used to provide cybersecurity training to jurisdictions and prioritize industry-accepted certifications focused on cybersecurity to assist organizations in preparing, protecting, responding to, and recovering from acts of cyber terrorism. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated awards in FY 2024. No Local Cash Match is required. This grant does not allow the recovery of indirect costs.

CREATION OF NEW POSITIONS:

No positions will be created by this grant award.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award

Attachment 2 – Supplemental Appropriation Resolution AS 24163

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January 23, 2024

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Thomas Arnold, Deputy County Executive

Gregory Scott, Chief Technology Officer, Department of Information and Technology
(DIT)

Michael Dent, Chief Information Security Officer, DIT

Brian Heffern, Director, Policy, Planning & Administration Division, DIT

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Homeland Security and Emergency Management Agency



Muriel Bowser
Mayor

Clint Osborn
Interim Director

Subaward

PROGRAM
FY 2022 Homeland Security Grant Program
Urban Areas Security Initiative

SUBRECIPIENT
Fairfax County Department of Information
Technology

SUBAWARD TITLE
Regional Preparedness System - Cybersecurity
Training

SUBAWARD ID
22UASI583-04

SUBAWARD AMOUNT
\$135,000.00

SUBAWARD PERFORMANCE PERIOD
09/01/2022–12/31/2024

SUBRECIPIENT UEI
W2ZUFMBDM378

FEDERAL AWARD IDENTIFICATION NUMBER
EMW-2022-SS-00084

FEDERAL AWARD DATE
09/06/2022

FEDERAL AWARDDING AGENCY
U.S. Department of Homeland Security
Federal Emergency Management Agency

CFDA
97.067 Homeland Security Grant Program

STATE ADMINISTRATIVE AGENT /
PASS-THROUGH ENTITY
District of Columbia Homeland Security and
Emergency Management Agency

As the duly authorized representative of the above-listed organization, you hereby accept the subaward and certify that you have read and understand the terms and conditions presented in the following documents:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- FY 2022 DHS Homeland Security Grant Program Agreement Articles
- FY 2022 DHS Standard Terms and Conditions
- FY 2022 District of Columbia Homeland Security and Emergency Management Agency Terms and Conditions
- FY 2022 FEMA Preparedness Grants Manual
- FY 2022 Homeland Security Grant Program Notice of Funding Opportunity
- HSEMA Subrecipient Handbook

AWARDING OFFICIAL
Clint Osborn
Interim Director

SUBRECIPIENT OFFICIAL
Bryan Hill
County Executive
Fairfax County Government

11/30/2023

Signature

Date

Signature

Date

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 24163

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 January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2024, the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G7070, Department of Information Technology \$135,000

Grant: 1HS0093, Regional Preparedness System – Cybersecurity Training (DIT)

Appropriate to:

Agency: G8787, Unclassified Administrative Expenses \$135,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: U.S. Department of Homeland Security, \$135,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE – 10

Supplemental Appropriation Resolution AS 24145 for the Department of Housing and Community Development to Accept Grant Funding from the U.S. Department of Housing and Urban Development for the Community Project Funding Request Included in the Consolidated Appropriations Act, 2022

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 24145 for the Department of Housing and Community Development (HCD) to accept grant funding totaling \$1,500,000 from the U.S. Department of Housing and Urban Development (HUD) for funding received for the community project funding request included in the Consolidated Appropriations Act, 2022. This award was part of the County's community project funding requests coordinated through Government Relations and submitted to the County's Congressional offices. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding. HCD received funding for the following project:

1. Residences at Government Center II - \$1,500,000

This project will provide funding for the Community Facility space at the Residences at Government Center II affordable housing development. The funding will be used specifically for the base construction, interiors and furniture, fixtures, and equipment associated with the Community Facility.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 24145 from HUD in the amount of \$1,500,000 supporting one HCD project that was funded through the Consolidated Appropriations Act, 2022. No Local Cash Match is required.

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

As the Board may recall, the 117th Congress reinstated the practice of authorizing direct funding of specific projects, previously known as "earmarks" and now referred to as "community project funding requests" (CPFRs), after nearly a decade-long ban on the

practice. The County developed a list of 20 CPFs for submission to the County's Congressional offices. The selected projects had to meet the following criteria:

- Projects had to be eligible for federal funding from accounts available for community funding projects;
- Projects had to be previously approved by the Board, required for the County to comply with federal or state mandates, or to carry out Board priorities; and
- Projects had to meet all federal requirements for individual funding accounts, including the amount of funding available, types of projects eligible, project readiness, and requirements for community support of projects.

The Board was notified on March 11, 2022, through the "Update on Federal Community Project Funding Requests" memorandum from Claudia Arko, Legislative Director, that the Consolidated Appropriations Act, 2022 was passed in March 2022 and included funding for 11 of the 20 County CPF projects submitted for Congressional consideration. Each CPF is being administered by the appropriate federal agency, and each project will be separately accounted for in Fund 50000, Federal-State Grant Fund. Attachment 1 lists the 11 projects, the County department responsible for administering the award, and the status of project funding. There is no set timeframe for when each federal agency will release the funding; however, as funding is released, a Board item will be submitted to formally appropriate the funding.

HUD has released the funding for the following HCD project.

1. Residences at Government Center II - \$1,500,000

The Residences at Government II is a mixed-use development on the existing Parking Lots G and H at the Fairfax County Government Center Complex. The full redevelopment includes 279 units of affordable housing. The north building, the portion of the project that will leverage the CPF Grant funding ("North Building"), includes 144 of the total residential units and a Community Facility. All residential units will be set aside to serve residents at or below 30 percent to 70 percent of area median income (AMI).

The Community Facility in the North Building will have approximately 15,500 square foot community serving space, including an approximately 10,250 square foot daycare facility operated by a local nonprofit. The balance of the Community Facility will include spaces for resident and community-based services to include after-school programs and resident enrichment programs such as financial literacy, job skills training, and health care.

The funding will be used specifically for the base construction, interiors and furniture, fixtures, and equipment associated with the Community Facility. This includes but is

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not limited to the costs associated with the facades, mechanical, electrical, and plumbing systems, interior construction and finishes, furniture, exterior spaces such as playgrounds, and technology used to assist with the operations of the space.

FISCAL IMPACT:

Funding in the amount of \$1,500,000 from HUD has been received for a community funding project to HCD, which was included in the Consolidated Appropriations Act, 2022. No Local Cash Match is required. This grant does allow the recovery of indirect costs; however, HCD has elected to omit inclusion of indirect costs to maximize funding in support of the program. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2024.

CREATION OF NEW POSITIONS:

There are no new grant positions associated with this award.

ENCLOSED DOCUMENTS:

- Attachment 1: Fairfax County Funded CPFR Projects
- Attachment 2: Grant Agreement No. B-22-CP-VA-0901
- Attachment 3: Supplemental Appropriation Resolution AS 24145

STAFF:

Christopher A. Leonard, Deputy County Executive
Thomas Fleetwood, Director, Housing and Community Development
Anna Shapiro, Deputy Director, Housing and Community Development

Fairfax County Funded CPFR Projects

Project Title	Funded Amount	Department Administering the Award	Status of Project Funding
1. Homeownership: Down Payment and Closing Cost Assistance	\$1.03 million	Department of Housing and Community Development (HCD)	Accept Board Item on June 6, 2023
2. Residences at Government Center II – Community Facility	\$1.5 million	HCD	Funding has been released by the federal agency administering the award and budget appropriation is being requested as part of this Board item
3. Stable Families, Thriving Futures	\$1.0 million	Health Department	Accept Board Item on May 23, 2023
4. Innovation Skills Hub: Apprenticeship Readiness Training Program	\$400,000	Department of Family Services	Accept Board Item on May 9, 2023
5. Local Inpatient Purchase of Services (LIPOS) and Discharge Assistance Planning (DAP) Data Collection and Management System	\$375,000	Fairfax-Falls Church Community Services Board (CSB)	Accept Board Item on December 6, 2022
6. Regional Projects Data Warehouse	\$800,000	CSB	Accept Board Item on December 6, 2022
7. Merrifield Crisis Response Center (MCRC) Reconstruction	\$2.0 million	CSB	Accept Board Item on December 6, 2022
8. Fair Ridge at West Ox Residential	\$1.7 million	HCD	HCD staff is working with the federal agency to release funding.
9. Pohick Road Sidewalk (I-95 to Richmond Highway)	\$1.0 million	Department of Transportation (DOT)	DOT staff is working with the federal agency to release funding.
10. Capital Bikeshare for Underserved Areas	\$1.0 million	DOT	Accept Board Item on December 5, 2023
11. George Washington Memorial Parkway-Traffic and Safety Context Sensitive Solutions, Belle Haven to City of Alexandria	\$300,000	DOT	DOT staff is working with the federal agency to release funding.

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-VA-0901**

Grantee Name: Fairfax County

Grantee Address: 12000 Government Center Parkway Fairfax, VA 22035

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-22-CP-VA-0901

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Fairfax County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,500,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-VA-0901**

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-VA-0901**

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-VA-0901**

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-VA-0901**

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

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accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

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the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

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D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

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4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

Fairfax County, Virginia

(Name of Organization)

BY: 

(Signature of Authorized Official)

Bryan Hill, County Executive

(Typed Name and Title of Authorized Official)

10/30/2023

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

**APPENDIX 4 –
Award Term and Condition for Grantee Integrity and Performance Matters**

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

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(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and

b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

b. Whether an opportunity was provided for open competitive bidding or negotiation;

c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

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will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

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- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Certificate Of Completion

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Subject: Complete with DocuSign: Routing Slip to County Executive - HUD CPF Grant Award Materials	
Source Envelope:	
Document Pages: 82	Signatures: 16
Certificate Pages: 5	Initials: 3
AutoNav: Enabled	Envelope Originator: Jenny Hsu Jenny.Hsu@fairfaxcounty.gov IP Address: 76.151.244.209
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
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Storage Appliance Status: Connected	Pool: FFX - Housing and Community Development (HCD)	Location: DocuSign

Signer Events

Thomas Barnett
Thomas.barnett@fairfaxcounty.gov
Deputy Director, OPEH
Fairfax County Government
Security Level: Email, Account Authentication (None)

Signature




Signature Adoption: Pre-selected Style
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Fleetwood, Thomas
Thomas.Fleetwood@fairfaxcounty.gov
Director
HCD
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
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Lesli Diamond
Lesli.Diamond@fairfaxcounty.gov
Administrative Associate Office of County Executive
Fairfax County Government
Security Level: Email, Account Authentication (None)

Completed
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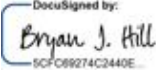
Chris Leonard
Christopher.Leonard@fairfaxcounty.gov
Dep County Exec.
Fairfax County Government
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
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Signed using mobile

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Signer Events	Signature	Timestamp
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<p>Bryan J. Hill bryan.hill@fairfaxcounty.gov County Executive Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/30/2022 9:12:13 AM ID: 32ce4c4e-3a2a-4e87-a93c-b5d31fd36bc7</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 166.94.28.120</p>	<p>Sent: 10/30/2023 11:11:08 AM Viewed: 10/30/2023 11:49:02 AM Signed: 10/30/2023 11:49:47 AM</p>
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Housing (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Housing:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jason.chia@fairfaxcounty.gov

To advise Department of Housing of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jason.chia@fairfaxcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Department of Housing

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jason.chia@fairfaxcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Housing

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jason.chia@fairfaxcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Department of Housing as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Department of Housing during the course of your relationship with Department of Housing.

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 24145

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 January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2024, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	H3838, Dept. of Housing and Community Dev.,	\$1,500,000
Grant:	1380111-2022, CPF Residences at Government Center II Grant	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	\$1,500,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Housing and Urban Development, \$1,500,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ADMINISTRATIVE – 11

Supplemental Appropriation Resolution AS 24149 for the Department of Family Services to Accept Grant Funding from the Virginia Department of Housing and Community Development for the Workforce Innovation and Skills Hub

ISSUE:

Board of Supervisors approval of Supplemental Appropriation Resolution AS 24149 for the Department of Family Services (DFS) to accept grant funding totaling \$400,000 from the Virginia Department of Housing and Community Development for the Workforce Innovation and Skills Hub (WISH). This award was included in Chapter 1, 2023 Acts of Assembly, Special Session I. No Local Cash Match is required. When grant funding expires, the County is under no obligation to continue funding. DFS received funding for the following project:

Innovation Skills Hub Apprenticeship Readiness Training Program - \$400,000

Fairfax County launched a new skills development center to link immediate pandemic recovery efforts with long-term plans to grow employment opportunities for low-income communities and communities of color. This is a space where community members feel safe and comfortable exploring technology, design-thinking skill-building, and workforce development resources through skilled trades and professional development training. Goals include:

- Workforce preparation of low-income communities and communities of color that have been disproportionately impacted by the pandemic for in-demand careers;
- Creation of economic mobility pathways for youth and displaced workers; and,
- Support of community and economic development by developing a competitive local workforce.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 24149 from the Virginia Department of Housing and Community Development in the amount of \$400,000 supporting programming costs of the WISH including tuition grants, transportation stipends, wraparound services, and consumables. No Local Cash Match is required.

TIMING:

Board approval is requested on January 23, 2024.

Board Agenda Item
January 23, 2024

BACKGROUND:

Fairfax County's Workforce Innovation Skills Hub (WISH) is designed to address critical and persistent challenges specific to the Historic Richmond Highway Community. The County acquired a 50,000+ square foot facility to stand up a community center, which included investments into facility upgrades and planned programmatic and equipment support to facilitate job placement and workforce skills training.

The WISH center supports residents through various services tailored to their specific needs. These services include group workshops and innovation boot camps focused on job placement and retention assistance. As a result, program participants can successfully obtain credentials related to training paths that prepare them for specific positions with local employers in allied health, trades, and other occupations. Furthermore, the project fosters community partnerships with diverse groups and organizations. These partnerships facilitate program participants training, employment opportunities, and supportive services.

First year funding for the program was provided through the County's allocation from the American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Fund. Baseline funding was included in the FY 2024 Adopted Budget Plan.

As the Board may recall, the General Assembly convened a special session to pass the FY 2024 budget. Included in Chapter 1, 2023 Acts of Assembly, Special Session I is \$400,000 for programming costs of the WISH. The Virginia Department of Housing and Community Development has released funding to support programming costs associated with the WISH. This funding is in addition to the baseline program funding and will be used as one-time support for tuition grants, transportation stipends, wraparound services, and consumables.

FISCAL IMPACT:

Funding in the amount of \$400,000 from the Virginia Department of Housing and Community Development has been received for the WISH. No Local Cash Match is required. This grant does not allow the recovery of indirect costs. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards in FY 2024.

CREATION OF NEW POSITIONS:

There are no new grant positions associated with this award.

Board Agenda Item
January 23, 2024

ENCLOSED DOCUMENTS:

Attachment 1: VA Department of Housing and Community Development Award Letter

Attachment 2: Supplemental Appropriation Resolution AS 24149

STAFF:

Christopher Leonard, Deputy County Executive

Michael A. Becketts, Director, Department of Family Services (DFS)

Marijke Hannam, Deputy Director, DFS



Glenn A. Youngkin
Governor

Caren Merrick
Secretary of
Commerce and Trade

COMMONWEALTH of VIRGINIA

Bryan W. Horn
Director

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

December 1, 2023

Mr. Michael A. Becketts, Director
Fairfax County Department of Family Services
12011 Government Center Parkway
Pennino Building
Fairfax, VA 22035

RE: 2024 Budget Allocation to Fairfax County

Dear Mr. Becketts,

Congratulations! Chapter 1, 2023 Acts of Assembly, Special Session I, has allocated \$400,000 from the general fund in fiscal year 2024 to support the Workforce, Innovation, Skills Hub (WISH). This funding is being provided to support programming costs including tuition grants, transportation stipends, wraparound services, and consumables for WISH.

Upon receipt of the below acknowledgment, the Department of Housing and Community Development (DHCD) will forward the lump-sum amount of \$400,000 to your entity to manage this initiative. Please return the signed agreement to Trisha Lindsey, Policy & Legislative Director, at Trisha.Lindsey@dhcd.virginia.gov. She will also serve as your point of contact.

Please sign below acknowledging you agree to manage these funds for the purposes outlined in Chapter 1, 2023 Acts of Assembly, Special Session I, Item. 115, X.

Sincerely,


Bryan W. Horn
Director, DHCD

DocuSigned by:


BECKETTS, MICHAEL A.
(Signature, Title)

12/08/2023 | 8:26 AM EST

(Date)

CC: Trisha Lindsey, DHCD
Danielle Robertson, DHCD



Virginia Department of Housing and Community Development | Partners for Better Communities
Main Street Centre | 600 East Main Street, Suite 300 Richmond, VA 23219
www.dhcd.virginia.gov | Phone (804) 371-7000 | Fax (804) 371-7090 | Virginia Relay 7-1-1

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 24149

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 January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2024, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G6767, Department of Family Services	\$400,000
Grant:	1670113-2024, VA DHCD WISH Grant	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	\$400,000
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: Virginia Department of Housing and Community Development, \$400,000

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 23, 2024

ACTION - 1

Approval of the Board of Supervisors' Regular Meeting Schedule for Calendar Year 2024 and Authorization for the Chairman to Postpone a Scheduled Meeting in the Event of Weather or Other Hazardous Conditions

ISSUE:

Board approval of its regular meeting schedule for January through December 2024.

RECOMMENDATION:

The County Executive recommends that the Board (1) approve the Board regular meeting schedule for January through December 2024 and (2) authorize the Chairman to defer any scheduled regular meeting to the Tuesday following the deferred regular meeting if the Chairman, or the Vice Chairman if the Chairman is unable to act, finds and declares that the weather or other conditions are such that it is hazardous for members to attend.

TIMING:

Board action is requested on January 23, 2024. Virginia law requires the Board to adopt its regular meeting schedule for calendar year 2024 at the first meeting in January.

BACKGROUND:

On July 25, 2023, staff presented the Board with a draft regular meeting schedule for calendar year 2024 for planning purposes. *Virginia Code Section 15.2-1416* requires a governing body of each county to establish the days, times, and places of its regular meetings at the annual meeting, which is the first meeting of the year. For that reason, the draft regular meeting schedule for calendar year 2024 is being presented to the Board again for formal adoption. Scheduled meetings may be adjourned and reconvened but not beyond the time fixed for the next regular meeting. The Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting by following the procedures established in the statute cited above, which include provision of adequate notice of all such meetings. In accordance with the requirement of *Virginia Code Section 15.2-1416* and the regular practice of the Board to provide members of the general public with the opportunity for public comment during a regular meeting at least quarterly, proposed Public Comment dates can be found on Attachment 1.

Board Agenda Item
January 23, 2024

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

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENT:

Attachment 1 – Proposed Meeting Schedule for Calendar Year 2024

Attachment 2 – Virginia Code Section 15.2-1416

Attachment 3 – Proposed Resolution Establishing the Regular Meeting Schedule for Calendar Year 2024 and Authorizing the Chairman to Continue a Meeting in the Event of Weather or Other Hazardous Conditions

STAFF:

Ellicia Seard-McCormick, Deputy County Executive

Jill G. Cooper, Clerk for the Board of Supervisors

ASSIGNED COUNSEL:

Daniel Robinson, Senior Assistant County Attorney

DRAFT

2024 Board of Supervisors Meeting Schedule

January 23, 2024	May 21, 2024 – <u>Public Comment</u>
February 6, 2024	June 11, 2024
February 20, 2024 – <u>Public Comment</u>	June 25, 2024 – <u>Public Comment</u>
March 5, 2024	July 16, 2024
March 19, 2024 – <u>Public Comment</u>	July 30, 2024 – <u>Public Comment</u>
April 16, 2024	September 10, 2024
<ul style="list-style-type: none"> • 9:30 to 4:00 p.m. Board Meeting • 4:00 p.m. Budget Public Hearing 	September 24, 2024 – <u>Public Comment</u>
April 17 and April 18, 2024	October 8, 2024
<ul style="list-style-type: none"> • 3:00 p.m. – Budget Public Hearings 	October 22, 2024 – <u>Public Comment</u>
April 30, 2024 (Budget Mark-up)	November 19, 2024 – <u>Public Comment</u>
May 7, 2024	December 3, 2024 – <u>Public Comment</u>

Potential 2024 Tuesday Dates for Board Committee Meetings

(Listed below are Tuesday dates that would be available for scheduling of Board Committee meetings in 2024)

January 30	July 9
February 13	July 23
February 27	September 17
March 12	October 1
May 14	October 15
June 4	October 29
June 18	November 26
	December 10

The Budget pre-Mark-up meeting is scheduled on Friday, April 26, 2024.

Code of Virginia
Title 15.2. Counties, Cities and Towns
Chapter 14. Governing Bodies of Localities

§ 15.2-1416. Regular meetings.

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

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

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

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

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

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

Code 1950, § 15-241; 1950, p. 8; 1954, c. 286; 1958, c. 291; 1960, c. 33; 1962, cc. 218, 623, § 15.1-536; 1964, c. 403; 1980, c. 420; 1994, cc. [371](#), [591](#); 1997, c. [587](#); 2004, c. [549](#); 2017, c. [616](#); 2020, c. [1144](#); 2023, c. [536](#).

RESOLUTION ESTABLISHING THE BOARD REGULAR MEETING SCHEDULE FOR CALENDAR YEAR 2024 AND AUTHORIZING THE CHAIRMAN TO CONTINUE A MEETING IN THE EVENT OF WEATHER OR OTHER HAZARDOUS CONDITIONS

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 23, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, Virginia Code Section 15.2-1416 requires the Board of Supervisors of Fairfax County, Virginia, to assemble at its first meeting in January to establish the days, times, and places of its regular meetings in calendar year 2024; and

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

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

1. During Calendar Year 2024, the Board of Supervisors will meet on January 23, February 6, February 20, March 5, March 19, April 16, April 17, April 18, April 30, May 7, May 21, June 11, June 25, July 16, July 30, September 10, September 24, October 8, October 22, November 19, and December 3; and
2. All such meetings will take place at 12000 Government Center Parkway, Fairfax, Virginia. The Board may alternatively meet electronically as permitted by statute or ordinance; and
3. Such meetings shall generally begin at 9:30 a.m., except that the Board meetings on April 17 and 18 begin at 3:00 p.m. and on April 30 at 10:00 a.m.; and
4. If the Chairman, or the Vice-Chairman if the Chairman is unable to act, finds and declares that weather or other conditions are such that it is hazardous for members to attend a regularly scheduled meeting, then that meeting shall be continued to the following Tuesday. All hearings and other matters shall be conducted at the continued meeting without further advertisement.

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

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

A Copy - Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

ACTION - 2

Approval of Vacation of a Parking Reduction for Commonwealth Center Multifamily Development (Sully District)

ISSUE:

Board of Supervisors (Board) approval to vacate a previously approved parking reduction and terminate the associated agreement for Commonwealth Center development, mid-rise multifamily building, Tax Map 44-1 ((1)) 6C (Property).

RECOMMENDATION:

The County Executive recommends that the Board vacate the previously approved parking reduction of 12.5 percent (71 fewer spaces) for the Commonwealth Center development, mid-rise multifamily building and terminate the associated parking reduction agreement.

TIMING:

Board action is requested on January 23, 2024.

BACKGROUND:

On October 19, 2021, the Board approved a reduction of the required parking rate from 1.6 spaces per dwelling unit to 1.4 spaces per dwelling unit for the subject building. The proposed parking supply included a total of 497 spaces. There are an additional 34 shared spaces available along the private streets within the development. Some of these spaces may be available for use by residents of and/or visitors to the mid-rise building.

On September 26, 2023, the Board repealed and replaced Article 6 of the Zoning Ordinance, which governs parking in the County, to be effective on January 1, 2024. The minimum parking requirement for a multi-family building at this location is less than the minimum approved with the 2021 reduction, establishing a minimum requirement of 462 spaces. The approved and currently effective rates are shown in Table 1.

Table 1. Provided and Required Parking

Land Use	Pre-2024 Minimum Rate	Approved Reduction Rate	Post-2023 Minimum Rate Suburban Center
Multi-Family Residential	1.6 spaces/unit	1.4 spaces/unit	1.3 spaces/unit

EQUITY IMPACT:

The proposed vacation supports a quality-built environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner. This includes a mix of land uses that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people. It also promotes a healthy and quality environment acknowledging the need for clean air and water now and for future generations. Further, it is consistent with 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 proposed vacation addresses these values by being a component of an effort to reduce auto travel and enhance environmental benefits by de-emphasizing ample, free parking. Providing parking utilizes land resources that could be better used to provide more compact, walkable development. When walkable locales are provided, behavioral changes occur that support use of non-auto travel modes such as walking and micromobility devices, examples include bicycles and scooters. Reducing incentives to drive because parking is freely available reduces emissions, which is the primary source of pollution in our region.

At this site, a mixed-use community is being developed with retail, dining, employment, and entertainment options available within one-half mile of the subject site. These options reduce the need for auto ownership and the impacts additional driving can cause to the environment. The lower parking supply conforms with adopted changes to the Zoning Ordinance, which was based on enhancing these opportunities.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment I – Wells and Associates Memorandum Dated October 25, 2023, to Request to Vacate a Coard of Supervisors Approved Parking Reduction

STAFF:

Rachel Flynn, Deputy County Executive

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

Matthew Hansen, P.E., Chief, Site Development and Inspection Division (SDID), LDS

Jeff Vish, P.E., Central Branch Chief, SDID, LDS

Michael Davis, Parking Program Manager, SDID, LDS

Board Agenda Item
January 23, 2024

ASSIGNED COUNSEL:
F. Hayden Coddling

WELLS + ASSOCIATES**MEMORANDUM**

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

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

FROM: Kevin R. Fellin, P.E.

CC: Martin T. Mankowski
JLB Partners LP

SUBJECT: Request to Vacate a Board of Supervisors Approved Parking Reduction

RE: Commonwealth Centre – Land Bay A, #6178-PKS-006
Fairfax County, Virginia – Tax Map # 44-1 ((1)) 6C1

DATE: October 25, 2023

Purpose: The purpose of this memorandum is to formerly request that the Board of Supervisors vacate the approved parking reduction associated with a future multifamily residential building [1.4 spaces/dwelling unit (DU)] in favor of a newly adopted minimum parking requirement [1.305 spaces/DU] that was established by the recently adopted amendment to Article 6 of the Zoning Ordinance (ZO) (aka “Parking Reimagined”). The ZO amendment will be formerly implemented on January 1, 2024.

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

Magisterial District: Sully Magisterial District

Parking Reduction

Approval: On October 19, 2021, concurrent with the zoning application approval for PCA/CDPA/FDPA 2006-SU-025-5, the Board of Supervisors approved a parking reduction (6178-PKS-006) that was limited to the future multifamily residential building to be located within Commonwealth Centre – Land Bay A. The parking reduction approval was established pursuant to Paragraph 6.G. of Section 6100 of the Fairfax County ZO based on the building’s unique characteristics (e.g. unit mix and location with a mixed-use center). At the time of the approval, the parking reduction reduced the Countywide ZO minimum parking requirement from 1.6 spaces/DU to **1.4 spaces/DU**.

WELLS + ASSOCIATES

MEMORANDUM

As part of the minimum parking supply established by the parking reduction to 1.4 spaces/DU, the Board imposed a condition that provided that a minimum of 22 spaces along the multifamily building's private frontage road will be reserved for use by the building's residents and/or visitors.

A copy of the final approval letter dated October 21, 2021 is included herein as **Attachment 2**.

A copy of the recorded parking reduction agreement is included as **Attachment 3**.

Proffer #9 - Parking Requirements:

The subject site and multifamily residential building are subject to the Board accepted Proffer Statement dated February 1, 2021 as revised through October 4, 2021. As provided in the Proffer Statement, Proffer #9 permits the Applicant to utilize the revised parking ratios as established by the recently adopted ZO amendment (Parking Reimagined). Proffer #9 from the signed Proffer Statement is included as **Attachment 4**. Proffer #9 is also restated below for your convenience with the relevant text highlighted in YELLOW:

Parking Requirements. Parking on the Property must be provided in accordance with the parking requirements for the PDC District as set forth in Art. 11 of the Zoning Ordinance, and as shown on the CDP A/FDP A; provided the Co-Applicants reserve the right to submit and pursue approval of a parking reduction from the Board prior to site plan approval for any use on the Property. Any modification to the parking requirement or layout resulting from a reduction approved by the Board shall not require a PCA, CDP A or FDP A. Tandem parking spaces may be used for residential units with two cars. The exact number of parking spaces to be provided shall be established at the time of site plan approval based on the specific uses on the Property. On-street parking may be allowed and provided on the private streets to meet the minimum parking requirements of the Zoning Ordinance, as long as such spaces are striped and meet the dimension requirements of the Public Facilities Manual ("PFM"), subject to receiving approval of any necessary waivers and/or modifications, if any. Parking on private streets may be restricted through appropriate signage or such other means as determined appropriate by the Co-Applicants. Parking at revised ratios may be provided, as may be permitted by a future amendment to the Zoning Ordinance. Optional use of revised ratios shall not require a PCA, CDP A or FDP A, provided the maximum height of the parking garage does not increase from that shown on the CDP A/FDP A.



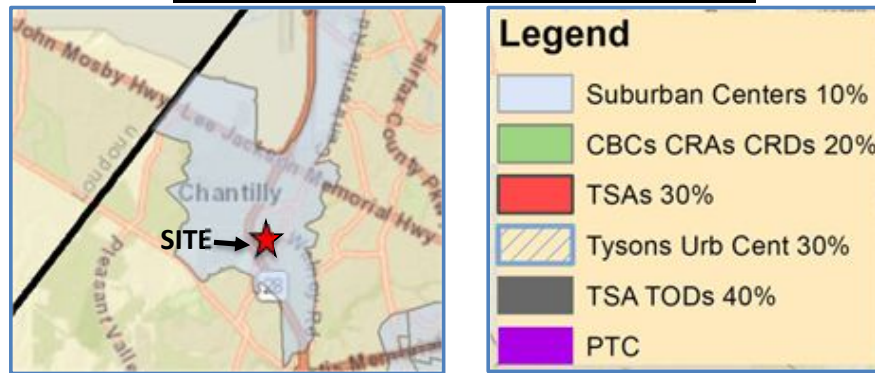
WELLS + ASSOCIATES

MEMORANDUM

Parking Reimagined ZO Amendment

On September 26, 2023, the Board of Supervisors formerly adopted an amendment to Article 6 of the Zoning Ordinance as part of an overall project to modernize and update Fairfax County’s minimum parking requirements based on a tiered framework that considers a site’s location within the County. As shown on the excerpt below from Fairfax County’s parking map, the site is located within a “Suburban Center” and subject to a 10 percent adjustment factor from the newly established Countywide minimum parking rate of 1.45 spaces/DU for multifamily residential uses.

Fairfax County Tiered Parking Map and Legend



As a result, the adopted ZO amendment will establish the following new (Code) minimum parking requirement for multifamily residential uses within a Suburban Center:

$$1.45 \text{ spaces/DU} \times 0.9 \text{ Adjustment Factor} = \underline{\underline{1.305 \text{ spaces/DU}}}$$

Parking Requirement Comparison:

A comparison between the minimum parking requirements associated with the standing County ZO that will be superseded on January 1, 2024 (1.6 spaces/DU) versus the approved parking reduction (1.4 spaces/DU) versus the adopted ZO amendment (Parking Reimagined) is summarized on Table 1 and Chart 1 below.

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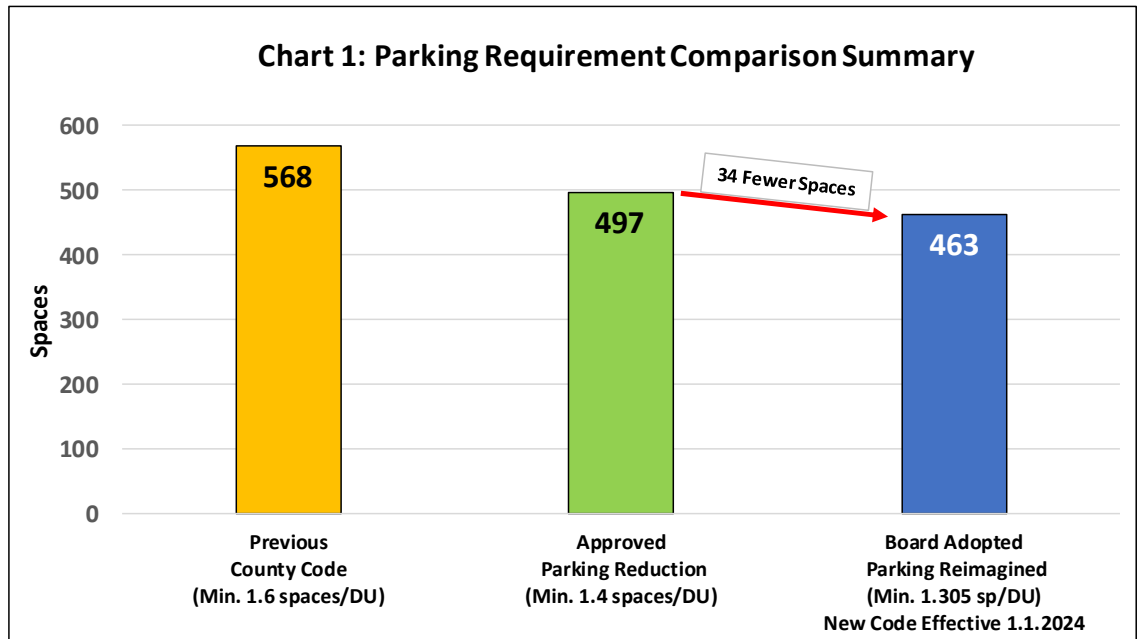
MEMORANDUM

Table 1
Commonwealth Centre - Land Bay A
Parking Requirement Comparison

Use	Amount	Units	Previous County Code		Approved Parking Reduction		Board Adopted Parking Reimagined	
			Parking Ratio	Spaces	Parking Ratio	Spaces	Parking Ratio (1)	Spaces
Residential	355 DU				<i>1.4 spaces/DU represents a 12.5% Parking Reduction from 1.6 sp/DU</i>		<i>1.45 sp/DU x 0.9 Suburban Center Factor = 1.305 sp/DU</i>	
	259 Studio/1-BR		1.60 spaces/DU	414.4	1.40 spaces/DU	362.6	1.305 spaces/DU	338.0
	96 2 BR		1.60 spaces/DU	153.6	1.40 spaces/DU	134.4	1.305 spaces/DU	125.3
	0 3 BR		1.60 spaces/DU	0.0	1.40 spaces/DU	0.0	1.305 spaces/DU	0.0
			Total	568	Total	497	Total	463

Note(s):

(1) Commonwealth Centre is located in what "Parking Reimagined" designates as a "Suburban Center".



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MEMORANDUM

Parking Reduction

Vacation Request: The Applicant hereby requests that the Fairfax County Board of Supervisors vacate the approved parking reduction (6178-PKS-006) in its entirety so it may park the site in accordance with the recently adopted ZO amendment that establishes a new minimum parking ratio for residential multifamily uses located within a Suburban Center.

I trust the information herein provides the necessary information to process this request. Please see the contact information below if you have any questions or might require any additional materials.

Contact

Information:

Kevin R. Fellin, P.E. (Submitter)
Wells+Associates
11220 Assett Loop, Ste 202
Manassas, Virginia 20109
krfellin@wellsandassociates.com
703-676-3652

Martin T. Mankowski
JLB Partners LP
8120 Woodmont Avenue, Ste 850
Bethesda, Maryland 20814
martym@jlbpartners.com
240-223-5358

ATTACHMENTS

- ATTACHMENT 1 – Site Location
- ATTACHMENT 2 – Parking Reduction Approval Letter
- ATTACHMENT 3 – Recorded Parking Reduction Agreement
- ATTACHMETN 4 – Proffer #9



WELLS + ASSOCIATES

MEMORANDUM

Attachment 1
Site Location





Attachment 1
Site Location Map



NORTH

Commonwealth Centre - Land Bay A
Fairfax County, Virginia



WELLS + ASSOCIATES

MEMORANDUM

**Attachment 2
Parking Reduction Approval Letter**





County of Fairfax, Virginia

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

October 21, 2021

Kevin R. Fellin, P.E.
Wells + Associates
11220 Assett Loop, Suite 202,
Manassas, VA 20109

Reference: Parking Reduction for Commonwealth Centre, #6178-PKS-006;
Tax Map 44-1 ((1)) 6C; Sully District

Dear Mr. Fellin:

On October 19, 2021, the Board of Supervisors approved a parking reduction for the Commonwealth Centre development, mid-rise multifamily building, pursuant to Paragraph 6.G. of Section 6100 of the Fairfax County Zoning Ordinance based on the unique characteristics of the use as demonstrated in the parking study #6178-PKS-006, subject to the following conditions:

1. These conditions apply to the current owner(s), their successors and assigns, (hereinafter "owner") of the parcel identified as Fairfax County Tax Map No. 44-1 ((1)) 6C.
2. Off-street parking for the use designated below must be provided at the following minimum parking rate:
 - Multifamily Residential (mid-rise building): 1.4 spaces/dwelling unit for a maximum of 355 units
3. A minimum of 22 spaces along the mid-rise building's frontage on the private streets identified as streets B & C on the approved development plan CDPA/FDPA 2006-SU-025-05 will be reserved for use by the building's residents and/or visitors.
4. If the site is developed in substantial conformance with the approved development plan and associated rezoning application PCA/CDPA/FDPA 2006-SU-025-05, this parking reduction will remain in effect.
5. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services (Director) for approval.

Land Development Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035-5503
Phone 703-324-1780 • TTY 711 • FAX 703-653-6678
www.fairfaxcounty.gov



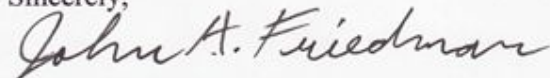
6. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Zoning Ordinance.
7. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia and the Zoning Ordinance in effect at the time of the study's submission.
8. All parking provided must comply with the applicable requirements of the Zoning Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
9. These conditions of approval are binding on the owner and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If these conditions have not been recorded and an extension has not been approved by the Director, approval of this parking reduction request will expire without notice six months from its approval date.

A copy of this approval letter must be incorporated into any site plan or minor site plan submitted to the Director of Land Development Services (LDS) for approval.

Approval does not relieve the owner of any other zoning requirements associated with the establishment of uses on the site.

If you have any questions regarding this matter, please contact me at 703-324-1773 or John.Friedman@fairfaxcounty.gov.

Sincerely,



John A. Friedman, P.E.
Site Code Research and Development Branch

cc: Andrew Hushour, Deputy Zoning Administrator, Department of Planning and Development
Matthew Hansen, Director, Site Development and Inspection Division, LDS
Janet Leavitt, Chief, Site Code Research and Development Branch (SCRD), LDS
Michael Davis, Parking Program Manager, SCR, LDS
Patrick V. Foltz, Assistant County Attorney

WELLS + ASSOCIATES

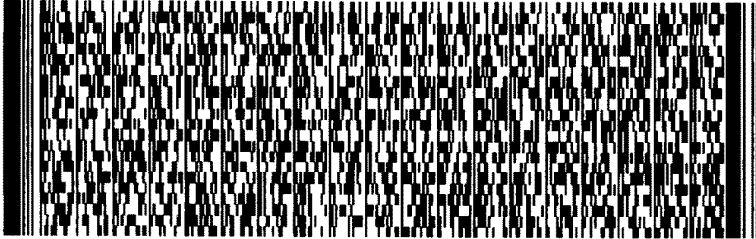
MEMORANDUM

Attachment 3
Recorded Parking Reduction Agreement



Fairfax Circuit Court Coversheet Generator

Cover Sheet Page 1 of 1



Consideration	\$0.00	Consideration/Actual Value %	100
Actual/Assessed	Tax Exemption	NONE	Amount Not Taxed
Code Section			
DEM Number			
Original Book	18817	Original Page	1428
Title Company	HUNTON ANDREWS KURTH LLP		Title Case
Property Descr.	COMMONWEALTH CENTRE PARKING REDUCTION AGREEMENT		Multiple Lots? NO
Return To Party Name:	JOHN C. MCGRANAHAN, JR., ESQ.	Address:	C/O HUNTON ANDREWS KURTH, LLP 8405 GREENSBORO DRIVE, SUITE 140 TYSONS, VA 22102
No. of Certified Copies	0	No. of Non-certified Copies	0
		Page Range	

Document Type(s)

AGREEMENT

Grantor(s)

COMMONWEALTH CENTRE INVESTORS, LLC_F_N

Grantee(s)

THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY_F_N

Tax Map Number

044-1- -01- -0006- C

Prepared by and return to:
Hunton Andrews Kurth LLP
8405 Greensboro Drive, Suite 140
Tysons, VA 22102
Attn: John C. McGranahan, Jr.
VSB: 31841
Tax Map Number: 44-1-((1))-6C

PARKING REDUCTION AGREEMENT

THIS PARKING REDUCTION AGREEMENT is made this 10 day of February, 2022, by **COMMONWEALTH CENTRE INVESTORS, LLC** (“Owner”), as grantor; and **THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic (“County”), as grantee.

RECITALS

WHEREAS, Owner is the owner of certain property having tax map number 44-1-((1))-6C (the “Property”), by virtue of, and as described more particularly in, the deed recorded in Deed Book 18817, at page 1428, among the land records of Fairfax County, Virginia (the “Land Records”); and

WHEREAS, the County, on October 19, 2021, granted approval of Owner’s application for a parking reduction for the mid-rise multifamily building, reducing the parking rate required for the Property by the Fairfax County Zoning Ordinance to the rate presented in the parking study #6178-PKS-006, subject to certain conditions (the “Approved Parking Reduction”); and

WHEREAS, the Approved Parking Reduction required that the terms and conditions be recorded among the Land Records in a form acceptable to the County Attorney within six (6) months from the date of County approval; and

WHEREAS, it is the desire of Owner to comply with those requirements by executing this Agreement and recording it among the Land Records.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree that the Approved Parking Reduction is subject to the following conditions:

1. These conditions apply to the current owner(s), their successors and assigns, (hereinafter “owner”) of the parcel identified as Fairfax County Tax Map No. 44-1 ((1)) 6C.
2. Off-street parking for the use designated below must be provided at the following minimum parking rate:
 - Multifamily Residential (mid-rise building): 1.4 spaces/dwelling unit for a maximum

of 355 units

3. A minimum of 22 spaces along the mid-rise building's frontage on the private streets identified as streets B & C on the approved development plan CDPA/FDPA 2006-SU-025-05 will be reserved for use by the building's residents and/or visitors.
4. If the site is developed in substantial conformance with the approved development plan and associated rezoning application PCA/CDPA/FDPA 2006-SU-025-05, this parking reduction will remain in effect.
5. The conditions of approval of this parking reduction must be incorporated into any site plan or site plan revision submitted to the Director of Land Development Services (Director) for approval.
6. The owner must submit a parking space utilization study for review and approval by the Director promptly upon request by the Zoning Administrator or the Director at any time in the future. Following review of that study, or if a study is not submitted within 90 days after its request, the Director may require alternative measures to satisfy the on-site parking needs of the property. Such measures may include, but are not limited to, compliance with the full parking requirements specified in the Zoning Ordinance.
7. All parking utilization studies prepared in response to a request by the Zoning Administrator or the Director must be based on applicable requirements of The Code of the County of Fairfax, Virginia and the Zoning Ordinance in effect at the time of the study's submission.
8. All parking provided must comply with the applicable requirements of the Zoning Ordinance and the Fairfax County Public Facilities Manual, including the provisions referencing the Americans with Disabilities Act and the Virginia Uniform Statewide Building Code.
9. These conditions of approval are binding on the owner and must be recorded in the Fairfax County Land Records in a form acceptable to the County Attorney. If these conditions have not been recorded and an extension has not been approved by the Director, approval of this parking reduction request will expire without notice six months from its approval date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Witness the following signatures and seals:

COMMONWEALTH CENTRE INVESTORS, LLC

By: *Arthur P. Pasquarella*
Name: _____
Title: **Arthur P. Pasquarella**
Executive Vice President

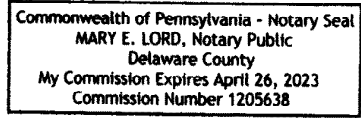
STATE/Commonwealth of PENNSYLVANIA
COUNTY OF DELAWARE

The foregoing instrument was acknowledged before me this 7th day of February,
2022 by Arthur P. Pasquarella as Executive Vice President of and on behalf of
Commonwealth Centre Investors, LLC.

Mary E. Lord
Notary Public

My Commission Expires: April 26, 2023

Registration Number: 1205638



Executed and approved on behalf of the Board of Supervisors of Fairfax County, Virginia, by the authority granted by said Board.

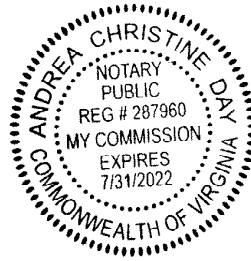
Helman Castro for William Hicks, Director
Land Development Services

Commonwealth of Virginia:
County of Fairfax, to wit:

The foregoing instrument was acknowledged before me by Helman Castro, P.E., Acting Director
~~William D. Hicks, P.E., Director, Land~~
Development Services, this 10 day of Feb, 2022.

Andrea Christine Day
Notary Public

My commission expires: July 31, 2022
Commission ID #: 287960



APPROVED AS TO FORM:

[Signature]
Assistant County Attorney

WELLS + ASSOCIATES

MEMORANDUM

**Attachment 4
Proffer #9**



**COMMONWEALTH CENTRE AT WESTFIELDS
LAND BAY A**

**PCA 2006-SU-025-05
CDPA 2006-SU-025-03
FDPA 2006-SU-025-05**

PROFFER STATEMENT

**February 1, 2021
April 26, 2021
June 7, 2021
June 28, 2021
July 27, 2021
October 4, 2021**

Pursuant to Sect. 15.2-2303(A) of the Code of Virginia (1950), as amended, and Sect. 18-204 of the Zoning Ordinance of Fairfax County (1978), as amended (the "Zoning Ordinance"), and subject to the Fairfax County Board of Supervisors' (the "Board") approval of this application PCA 2006-SU-025-05 (the "Application"), Toll Mid-Atlantic LP Company, Inc. (the "Triplex Applicant") and JLB Realty LLC (the "Multifamily Applicant") (together the "Co-Applicants" and "Contract Purchasers") and Commonwealth Centre Investors, LLC (the "Property Owner"), for themselves and their successors and assigns, hereby proffer that development of Fairfax County Tax Map Parcels 44-1-((1))-6C and -6H3, containing approximately 21.69 acres and otherwise described as a portion of Land Bay A of Commonwealth Centre (the "Property"), will be in substantial conformance with the following proffered conditions (the "Proffers") and will replace and supersede all previous proffers that pertain to the Property. In the event this Application is denied, these Proffers will immediately be null and void and the previous proffers approved in RZ 2006-SU-025 dated September 27, 2007 (the "Original Proffers") and PCA 2006-SU-025 dated June 8, 2009 (the "Amended Proffers") will remain in full force and effect for the Property.

GENERAL

1. **Substantial Conformance.** The Property must be developed in substantial conformance with the Conceptual Development Plan Amendment ("CDPA")/Final Development Plan Amendment ("FDPA") plan set (the "CDPA/FDPA") consisting of twenty-seven (27) sheets, dated September 10, 2020 as revised through July 22, 2021, prepared by Bohler Engineering, and further modified by these proffered conditions.
2. **CDPA Elements and Future Final Development Plan Amendments.** Although the CDPA and the FDPA are presented on the same plan set, the proffered elements of the CDPA are limited to the general layout, points of access to the existing street network, maximum gross floor area ("GFA") of development on the Property, peripheral setbacks, limits of clearing and grading, maximum building heights and the minimum amount of open space on the Property. Each Co-Applicant has the option to request separate Final Development Plan Amendment approvals from the Planning Commission in accordance with Sect. 16-402 of the Zoning Ordinance with respect to the remaining elements. The

adjustments to tree locations, lane use/pavement markings, signage, road alignments, traffic controls, and the streetscape (including the landscaping and trail/sidewalks), without requiring approval of a Proffered Condition Amendment ("PCA") or an amendment to the CDPA/FDPA provided such modifications are approved by the Department of Planning and Development ("DPD") in consultation with other applicable agencies.

9. **Parking Requirements.** Parking on the Property must be provided in accordance with the parking requirements for the PDC District as set forth in Art. 11 of the Zoning Ordinance, and as shown on the CDPA/FDPA; provided the Co-Applicants reserve the right to submit and pursue approval of a parking reduction from the Board prior to site plan approval for any use on the Property. Any modification to the parking requirement or layout resulting from a reduction approved by the Board shall not require a PCA, CDPA or FDPA. Tandem parking spaces may be used for residential units with two cars. The exact number of parking spaces to be provided shall be established at the time of site plan approval based on the specific uses on the Property. On-street parking may be allowed and provided on the private streets to meet the minimum parking requirements of the Zoning Ordinance, as long as such spaces are striped and meet the dimension requirements of the Public Facilities Manual ("PFM"), subject to receiving approval of any necessary waivers and/or modifications, if any. Parking on private streets may be restricted through appropriate signage or such other means as determined appropriate by the Co-Applicants. **Parking at revised ratios may be provided, as may be permitted by a future amendment to the Zoning Ordinance. Optional use of revised ratios shall not require a PCA, CDPA or FDPA, provided the maximum height of the parking garage does not increase from that shown on the CDPA/FDPA.**
10. **Bicycle Parking.** The Triplex Applicant and the Multifamily Applicant must each provide bicycle racks in accordance with the Fairfax County Bicycle Parking Guidelines. The final location, quantity, and type of bicycle racks will be determined in consultation with the Fairfax County Department of Transportation ("FCDOT") Bicycle Coordinator or his/her designee prior to site plan approval for the Triplex Units and the Multifamily Building.
11. **Private Streets.** The on-site private streets will be designed and constructed with materials and depth of pavement consistent with public street standards in accordance with the PFM, subject to Land Development Services ("LDS") approval. The OAs will be responsible for maintenance of the on-site private streets.
12. **Public Access Easements.** At the time of record plat recordation for each phase, the Co-Applicants must cause to be recorded among the land records a public access easement running to the benefit of Fairfax County, in a form acceptable to the County Attorney, over streets A, B and C and over the publicly-accessible park areas, sidewalks/trails along the Newbrook Drive frontage of the Property ensuring that the publicly-accessible park areas are open to the public for periods of time consistent with urban parks and these Proffers and subject to usual and customary rules and regulations provided by either the OAs or the WBOA.
13. **Pedestrian Circulation System.** Sidewalks must be constructed to PFM standards generally depicted on Sheet C-7 of the CDPA/FDPA. All on-site sidewalks and/or trails

Board Agenda Item
January 23, 2024

ACTION – 3

Approval of a Memorandum of Understanding and Cost Reimbursement Agreement Between the Fairfax County Police Department and the Federal Bureau of Investigation Washington DC Metro Safe Streets Task Force

ISSUE:

Board approval of a Memorandum of Understanding (MOU) and Cost Reimbursement Agreement between the Fairfax County Police Department and the Federal Bureau of Investigation, Washington DC Metro Safe Streets Task Force.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the MOU and Cost Reimbursement Agreement.

TIMING:

Board action is requested on January 23, 2024.

BACKGROUND:

In supporting the regional effort toward intervention and suppression of trafficking in narcotics and dangerous drugs, the Fairfax County Police Department recognizes the need to continue to be a lead agency within the Northern Virginia area. The Department will assign one full-time detective to the Washington DC Metro Safe Streets Task Force/Northern Virginia Safe Streets Task Force (SSTF). The Board of Supervisors approved a similar MOU on July 31, 2018.

The purpose of this MOU is to delineate the responsibilities of SSTF personnel, formalize relationships between participating agencies for policy guidance, planning, training, public and media relations, and maximize inter-agency cooperation.

The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, human smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prospective avenues to convict and incarcerate dangerous offenders.

Board Agenda Item
January 23, 2024

A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and considering which level of prosecution would be of the most significant benefit to the overall objectives of the SSTF.

SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.

Partnering with the Task Force will allow the FCPD to recoup some fixed expenses. Subject to funding availability and legislative authorization, the FBI will reimburse participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred because of SSTF-related duties, and subject to the provisions and limitations outlined in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, before any reimbursement by the FBI. Otherwise, overtime shall be compensated under applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

The potential sharing of confidential and/or personal information referenced in the proposed MOU between the FBI and the FCPD is case dependent and only shared if the information is solely required to further federal prosecution for violent and predatory crimes which threaten the safety of our community. Information is only shared when necessary to fulfill the mission and/or obligations of the FCPD and disclosure of such information is limited to the extent required to fulfill such mission or obligation.

FCPD ensures all TFOs are aware and educated on One Fairfax and the Trust Policy to ensure compliance with County policy and expectations.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

Board Agenda Item
January 23, 2024

ENCLOSED DOCUMENTS:

Attachment 1: Memorandum of Understanding between the Fairfax County Police Department and the Federal Bureau of Investigation Washington DC Metro Safe Streets Task Force Northern Virginia

Attachment 2: Federal Bureau of Investigation Washington DC Metro Safe Streets Task Force Northern Virginia Cost Reimbursement Agreement

STAFF:

Thomas Arnold, Deputy County Executive

Kevin Davis, Chief of Police

Karol Escalante, Director of Immigrant Community Affairs

ASSIGNED COUNSEL:

Kimberly P. Baucom, Deputy County Attorney

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FEDERAL BUREAU OF INVESTIGATION
HIDTA/NORTHERN VIRGINIA SAFE STREETS TASK FORCE
MEMORANDUM OF UNDERSTANDING

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the **Federal Bureau of Investigation (FBI)** and the Fairfax County Police Department (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 34 U.S.C. § 10211; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the HIDTA/Northern Virginia Safe Streets Task Force (SSTF) personnel; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment or rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

4. The mission of the SSTF is to identify and target for prosecution criminal enterprise groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence such as murder and aggravated assault, robbery, and violent street gangs, as well as to intensely focus on the apprehension of dangerous fugitives where there is or may be a federal investigative interest. The SSTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

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SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the SSTF shall be the shared responsibility of the FBI and participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the FBI Washington Division shall designate one Supervisory Special Agent (SSTF Supervisor) to supervise the SSTF. The SSTF Supervisor may designate a Special Agent to serve as the SSTF Coordinator. Either the SSTF Supervisor or the SSTF Coordinator shall oversee day-to-day operational and investigative matters pertaining to the SSTF.
7. Conduct undertaken outside the scope of an individual's SSTF duties and assignments under this MOU shall not fall within the oversight responsibility of the SSTF Supervisor or SSTF Coordinator.
8. SSTF personnel will report to his or her respective agency for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the SSTF. The FBI and the participating agency may provide for overtime reimbursement by the FBI by separate written agreement.
9. All FBI personnel will adhere to the FBI's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
10. All SSTF personnel, which includes Task Force Officers, Task Force Members, and Task Force Participants, must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).
11. SSTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
12. Continued assignment of personnel to the SSTF will be based on performance and at the discretion of appropriate management. The FBI SAC and SSTF Supervisor will also retain discretion to remove any individual from the SSTF.

B. Case Assignments

13. The FBI SSTF Supervisor will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable U.S. Attorney General's Guidelines.

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14. Assignments of cases to personnel will be based on, but not limited to, experience, training, and performance, in addition to the discretion of the SSTF Supervisor.
15. For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.
16. SSTF personnel will have equal responsibility for each case assigned. SSTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

17. The head of each participating agency shall determine the resources to be dedicated by that agency to the SSTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

18. It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF's existence and areas of concern.
19. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to SSTF investigations or areas of concern as described in paragraph 4. All law enforcement actions will be coordinated and cooperatively carried out.
20. SSTF investigative leads outside of the geographic areas of responsibility for the FBI Washington Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

21. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-SSTF personnel will be limited to those situations where it is essential to the effective performance of the SSTF and only with prior FBI approval. These disclosures will be consistent with applicable FBI guidelines and policy.
22. Non-FBI SSTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the SSTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

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23. In those instances where a participating agency provides a CHS, the FBI may become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.
24. The U.S. Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
25. Operation, documentation, and payment of any CHS opened and operated in furtherance of an SSTF investigation must be in accordance with the U.S. Attorney General's Guidelines, regardless of whether the handling agency is an FBI SSTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

26. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by SSTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
27. SSTF reports prepared in cases assigned to SSTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
28. Records and reports generated in SSTF cases which are opened and assigned by the SSTF Supervisor with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF.
29. SSTF investigative records maintained at the Washington Field Office of the FBI will be available to all SSTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
30. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the SSTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval, and chain of custody will be adhered to by SSTF personnel.
31. All SSTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSTF Supervisor approval.
32. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

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INFORMATION SHARING

33. Records or reports created or obtained by the SSTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the HIDTA/NVSSTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Fairfax County Police Department receives a request pursuant to Virginia's public records statute, Virginia statute, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose SSTF records, the Fairfax County Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.
34. No information possessed by the FBI, to include information derived from informal communications between SSTF personnel and FBI employees not assigned to the SSTF, may be disseminated by SSTF personnel to non-SSTF personnel without the approval of the SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures, or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, SSTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
35. The Parties acknowledge that this MOU may provide SSTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by SSTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.
36. Each Party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
37. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
38. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

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39. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
40. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

41. SSTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
42. A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the state or federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.
43. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

44. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the Parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
45. In all cases assigned to state, county, or local law enforcement participants, the Parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the DIOG to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
46. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

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B. Undercover Operations

47. All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the U.S. Attorney General's Guidelines on FBI Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

48. The parent agency of each individual assigned to the SSTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
49. The parent agency of each individual assigned to the SSTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

50. SSTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, shall be sworn as federal task force officers either by acquiring Title 21 or Title 18 authority (via the United States Marshals), with the FBI securing the

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

The term "less-than-lethal" is synonymous with "less-lethal", "non-lethal", "non-deadly", and other terms referring to devices used in situations covered by the DOJ Policy on the Use of Less-Than-Lethal Devices. "Less-lethal" is the industry standard and the terminology the FBI has elected to utilize in reference to this policy.

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required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

52. Deputized SSTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.
53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the SSTF must be federally deputized under Title 18 and/or Title 21 of the USC while assigned to the SSTF. The FBI may likewise require federal LEOs who serve on the SSTF to be deputized while assigned to the SSTF. The FBI will secure the required authorization for deputations, as needed.
54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the SSTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

SALARY/OVERTIME COMPENSATION

55. The FBI and each participating agency remain responsible for all personnel costs for their SSTF representatives, including salaries, overtime payments, and fringe benefits consistent with their respective agency, except as described in paragraph 60 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to participating agencies the cost of overtime worked by non-federal SSTF personnel assigned full-time to SSTF, provided overtime expenses were incurred as a result of SSTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and participating agencies for full-time employee(s) assigned to SSTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the SSTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by SSTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of SSTF, will be the financial responsibility of the agency supplying said property.

FUNDING

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58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with SSTF operations.
60. Asset forfeitures will be conducted in accordance with federal law and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to SSTF investigations may be equitably shared with the agencies participating in the SSTF.

DISPUTE RESOLUTION

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO SSTF AND SECURITY CLEARANCES

65. If a participating agency candidate for the SSTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.
66. If, for any reason, the FBI determines that a participating agency candidate is not qualified or eligible to serve on the SSTF, the participating agency will be so advised and a request will be made for another candidate.

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67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, SSTF personnel will be required to obtain and maintain a "Top Secret" security clearance. SSTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the SSTF, each individual whose assignment to the SSTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The Parties acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the SSTF.
71. Each party agrees to notify the other in the event of receipt of a civil claim arising from SSTF partnership. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from acts or omissions related to the SSTF. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the SSTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. COMMON LAW TORT CLAIMS
 - A. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
 - B. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of [operational relationship] activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an "employee" of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
 - C. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort

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claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.

- D. If the Attorney General declines to certify that an employee was acting within the scope of employment, "the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment." 28 U.S. C. § 2679(d)(3)."
73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): an individual assigned to the SSTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Washington Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any SSTF personnel.
74. Liability for any conduct by SSTF personnel undertaken outside of the scope of their duties and assignments pursuant to their federal deputation on the SSTF shall not be the responsibility of the FBI or the United States.

DURATION

75. The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the SSTF at any time by written notification to the SSTF Supervisor with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

MODIFICATIONS

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- 78. This agreement may be modified at any time by written consent of all involved agencies.
- 79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Chief/Sheriff
Fairfax County Police Department

Date

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FEDERAL BUREAU OF INVESTIGATION
Washington DC Metro Safe Streets Task Force-Northern Virginia
Cost Reimbursement Agreement

FBI/MPD Safe Streets: **File No.: 316-WF-C233149/281D-WF-179889-NOVA**

Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay overtime for police officers assigned to the formalized FBI/MPD Safe Streets, as set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and Fairfax County Police Department, located at 12000 Government Center Parkway, Fairfax, VA 22035, Taxpayer Identification Number: 54-6043690, and Telephone Number: 703-246-2195, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI/MPD Safe Streets Memorandum of Understanding (MOU) signed by the Chief of Fairfax County on (date the MOU is signed) and shall be read and interpreted in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding, reimburse Fairfax County Police Department for overtime payments made to officers assigned to and working full time on FBI/MPD Safe Streets related matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Washington Field Office immediately after the first of the month which follows the month for which reimbursement is requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at Fairfax County Police Department prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI Washington Field office personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT) directly to Fairfax County Police Department using the FBI's Unified Financial Management System (UFMS). To facilitate EFT, Fairfax County Police Department shall establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of Fairfax County Police Department Police Dept. banking information is required ~~on an annual basis~~ in order to keep payment information current. For additional information regarding the UFMS and SAM, contact the FBI Washington Field Office Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify Fairfax County Police Department of the applicable annual limits prior to October 1st of each year.

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Revised 05/24/2022

6. The number of Fairfax County Police Department officers assigned full-time to the FBI/MPD Safe Streets and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the FBI/MPD Safe Streets, this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, Fairfax County Police Department shall prepare an official document setting forth the identity of each officer assigned full-time to the FBI/MPD Safe Streets, along with the regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Washington Field Office FBI/MPD Safe Streets personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the FBI/MPD Safe Streets.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of Fairfax County Police Department's participation on the FBI/MPD Safe Streets, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Special Agent in Charge
Federal Bureau of Investigation

Date: _____

Kevin Davis
Chief
Fairfax County Police Department

Date: _____

Financial Liaison Specialist
Federal Bureau of Investigation

Date: _____

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ACTION – 4

Approval of a Master Credit Agreement and Revolving Line of Credit

ISSUE:

Board approval of a resolution (Attachment 1) requesting the Fairfax County Economic Development Authority (FCEDA) to issue one or more Notes to Wells Fargo Municipal Capital Strategies, LLC, (the Bank) a wholly-owned subsidiary of Wells Fargo Bank, N.A., authorizing the execution and delivery of a Master Credit Agreement with the Bank and the FCEDA, and approving other actions associated with providing a Line of Credit of up to \$90,000,000.

RECOMMENDATION:

The County Executive recommends approval of a Master Credit Agreement with the FCEDA and the Bank to provide a revolving Line of Credit of up to \$90,000,000.

The County Executive recommends that the Board should take the following action:

Approve the resolution authorizing the execution and delivery of a Master Credit Agreement with FCEDA and the Bank, providing a revolving Line of Credit of up to \$90,000,000. This resolution delegates to the Chairman, the Vice Chairman, the County Executive, and the Chief Financial Officer authority to determine details and execute and deliver documents and agreements relating to this transaction. Bond Counsel has advised that this form of authorization is acceptable.

TIMING:

Board action is requested on January 23, 2024.

BACKGROUND:

On December 14, 2007, the County and FCEDA approved the Master Trust Agreement, Notes and related documents associated with the acquisition of a \$200,000,000 revolving Line of Credit (LOC) from Bank of America. The goal of the LOC was to provide the County with an additional form of liquidity and financial security during the Great Recession, and the uncertainty at that time to potentially access the municipal bond market. On October 19, 2010, the Board of Supervisors (BOS) approved a renewal of the LOC in the amount of \$100,000,000 through December 14, 2013. On December 3, 2013, the BOS approved a renewal of the LOC in the amount of

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\$100,000,000 that expired on December 18, 2017. The contract for the LOC was not subsequently renewed due to lack of planned use.

County staff utilized a competitive procurement through the Department of Procurement and Material Management (DPMM) via Request for Proposal (RFP 2000003753) to provide the basis for the award. The solicitation notice was sent to potential bidders in accordance with County policy. The County received three proposals, and the Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of the final evaluation of the proposals, the SAC unanimously recommended the contract award to Wells Fargo Municipal Capital Strategies, LLC, a wholly-owned subsidiary of Wells Fargo Bank, N.A. The term of the LOC will be for a three-year period with the Bank. The County Purchasing Agent agrees with the SAC's recommendation and will award the contract to the Bank if the BOS approves the County Executive's recommendation. The EDA approved the LOC as part of their meeting on January 8, 2024.

The interest rate on draws under the LOC varies based on the Secured Overnight Financing Rate (SOFR), which is a commonly utilized benchmark interest rate for short term financing and a replacement index for London Interbank Offered Rate (LIBOR). In FY 2008, the BOS amended the Ten Principles of Sound Financial Management to address changing economic conditions and authorized the use of variable rate debt. Variable rate obligations are debt obligations that are quite frequently used for short-term or interim debt financing and have an interest rate that is reset periodically, for periods of less than one year. Any draw on the Line of Credit and the associated payments would be calculated as part of the County's debt ratios. The anticipated terms of the Master Credit Agreement and the LOC are set forth in the form of Spread Lock Agreement and the Term Sheet (Attachment 3).

The County staff recommend bringing back the use of a LOC to align with the Original Mount Vernon High School (OMVHS) project renovation timeline. In November 2019, the BOS approved multiple actions necessary to syndicate Virginia Historic Rehabilitation Tax Credits (VHRTCs) for the renovation of OMVHS. The County also set up a limited liability company through the Fairfax County Redevelopment and Housing Authority (FCRHA) to access the VHRTCs. Initial funding for OMVHS has been provided as part of quarterly reviews for design and initial site work. The remaining funding required for OMVHS is estimated at \$77 million, with construction expected to commence in late winter / early spring 2024.

After construction commences, the County will coordinate with its financial advisor and consultants to submit documentation to the Virginia Department of Historic Resources (VDHR) for qualified rehabilitation expenditures (QREs). VDHR review of QREs can

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result in revenues from the sale for VHRTCs and ultimately provide a return of equity to the County LLC. Conservative revenue estimates for the County LLC assume a receipt of \$7 million that will ultimately net down the total cost of this project. This process will follow the construction timeline for OMVHS with completion anticipated for spring 2026, and most likely require additional timing for final project reconciliation with VDHR to ensure all QREs are submitted and given ample time for review and coordination. Since the total net cost for this project will not be known for several years, County staff do not want to close on a long-term fixed rate bond. County staff instead recommend the LOC serve as the preferred short-term financing mechanism during construction and provide financial flexibility to draw only on those amounts needed for payment. Any revenues received from the sale of VHRTCs will be used to pay down the outstanding balances accrued on the LOC.

Following final project reconciliation and the net balance on the LOC, County staff will convert that balance to a traditional long-term fixed rate bond through the FCEDA. A future Board action item with the accompanying bond documents will be provided to the BOS and FCEDA to proceed with this request.

The Fairfax County Department of Tax Administration has verified that Wells Fargo, N.A. possesses the appropriate Fairfax County Business, Professional, & Occupational License (BPOL).

EQUITY IMPACT:

The LOC will be utilized in conformance with the County's Adopted Budget or Capital Improvement Plan, including construction invoices associated with OMVHS as outlined previously and any other BOS action approving such use. OMVHS will build communities of opportunity, create career pathways, connect different generations, and better integrate residents into the economy. The renovated high school will be suitable for educational, childcare and childhood education programs; art, recreational, and life skill training programs; and innovation and business incubation spaces. The area anticipated to be served by the proposed community center encompasses the Mount Vernon Magisterial District and borders the Franconia District.

FISCAL IMPACT:

Any staff recommended borrowings from the line of credit will be in conformance with the County's Adopted Budget or Capital Improvement Plan, including construction invoices associated with OMVHS and any other BOS action approving such use. The County will also pay a fee of 17 basis points (0.17 percent) on any undrawn line of credit amounts, which equates to a maximum of \$153,000 per year if no amounts are drawn under the LOC. As of December 15, 2023, the borrowing rate under the LOC is 6.02

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percent. Anticipated debt service on draws will tie to the timing and amount of construction invoices of OMVHS and will be included in the County's debt ratio calculations. These expenses will be paid out of current and future funding subject to annual appropriation in Fund 20000, Consolidated County and Schools Debt Service.

ENCLOSED DOCUMENTS:

Attachment 1 – County Resolution

Attachment 2 – Master Credit Agreement

Attachment 3 – Spread Lock Agreement (including Term Sheet for LOC)

Attachment 4 – List of Offerors

STAFF:

Christina Jackson, Deputy County Executive/Chief Financial Officer

Lee Ann Pender, Director, Department of Procurement and Material Management

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

Carey Needham, Deputy Director, DPWES

Philip Hagen, Director, Department of Management and Budget

Joseph LaHait, Deputy Director, Department of Management and Budget

ASSIGNED COUNSEL:

Emily Harwood Smith, Assistant County Attorney

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER CREDIT AGREEMENT WITH THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (EDA) AND A LINE OF CREDIT BANK PROVIDING A REVOLVING LINE OF CREDIT IN A PRINCIPAL AMOUNT UP TO \$90,000,000 AND REQUESTING THE ISSUANCE BY EDA OF NOTES PURSUANT TO THE MASTER CREDIT AGREEMENT, ALL FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE COSTS OF PLANNING, DEVELOPING, ACQUIRING, CONSTRUCTING, IMPROVING, RENOVATING, AND EQUIPPING FACILITIES FOR THE BENEFIT OF THE COUNTY; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF PAYMENT AGREEMENTS RELATING TO PROJECTS AND THE PAYMENT OF AMOUNTS OWED UNDER THE MASTER CREDIT AGREEMENT; APPROVING THE FORM OF THE NOTES TO BE ISSUED BY EDA; AND DELEGATING AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AND TO DETERMINE CERTAIN DETAILS OF SUCH TRANSACTIONS

WHEREAS, Fairfax County, Virginia (the “County”), on behalf of itself and the Fairfax County Economic Development Authority (“EDA”), issued to various financial institutions a request for proposals for a bank to provide a revolving line of credit in an aggregate principal amount of \$90,000,000 to provide interim financing for the costs of planning, developing, acquiring, constructing, improving, renovating and equipping facilities (the “Projects”) for the benefit of the County and has selected Wells Fargo Municipal Capital Strategies, LLC (the “Line of Credit Bank”), a Delaware limited liability company and a wholly-owned subsidiary of Wells Fargo Bank, National Association, with which to negotiate the final terms of the interim financing; and

WHEREAS, EDA, the County and the Line of Credit Bank will enter into a Master Credit Agreement (the “Master Credit Agreement”) pursuant to which the Line of Credit Bank will provide a line of credit to EDA for the benefit of the County (the “Line of Credit”) and will make advances under the Line of Credit (“Advances”) to the County, all for purposes of providing interim financing for the Projects; and

WHEREAS, EDA proposes to issue one or more notes (each, a “Note”) to the Line of Credit Bank to evidence EDA’s obligation to make principal and interest payments on outstanding amounts owed under the Line of Credit; and

WHEREAS, the County or related County entities may, from time to time, enter into payment agreements (each, a “Payment Agreement”) by the terms of which the County or County-related entities will agree to make payments in sufficient amounts for the timely payment of interest and principal of any Advances made under the Line of Credit that financed a Project; and

WHEREAS, there has been presented to the Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”), a proposed form of the Master Credit Agreement and the Notes; and

WHEREAS, the Board of Supervisors has duly reviewed and considered the forms of the Master Credit Agreement and the Notes and has determined that each is in acceptable form; and

WHEREAS, the Board of Supervisors requests notification by County officials of each Project that is proposed to be financed by Advances under the Line of Credit; and

WHEREAS, the Board has determined that it is necessary to delegate to appropriate County officials authority to approve the execution of the Master Credit Agreement, the issuance of the Notes, the details of the transaction and the details and execution of any related Payment Agreements, but subject to the guidelines and standards established hereby;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, as follows:

SECTION 1. EDA is hereby requested to issue one or more Notes to the Line of Credit Bank in order to induce the Line of Credit Bank to provide the Line of Credit to finance the Projects.

SECTION 2. The form of the Note presented to this meeting as Exhibit C to the Master Credit Agreement is approved.

SECTION 3. The form of the Master Credit Agreement presented to this meeting is approved, and the Chairman or Vice Chairman of the Board or the County Executive or the Chief Financial Officer of the County (each a “Delegate”), as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, the Master Credit Agreement, in substantially such form, with such additions, deletions and modifications as shall be approved by the Delegate executing the Master Credit Agreement, such execution being conclusive evidence of such approval.

SECTION 4. The Board of Supervisors hereby covenants for the benefit of EDA, with respect to any County fiscal year in which principal and interest payments on any Advances made pursuant to the Line of Credit are to be made, that it will cause the County Executive to include in the annual budget of revenues and disbursements presented to the Board of Supervisors an item, appropriately designated, for the County to contribute to EDA amounts sufficient to pay timely the principal and interest payments under the Line of Credit.

SECTION 5. The Board of Supervisors hereby approves the use of Payment Agreements pursuant to which the County or County-related entities will make principal and interest payments on Advances made under the Line of Credit made for Projects, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County’s seal (or reproduce a facsimile thereof) upon, each Payment Agreement in such form as shall be approved by the Delegate executing the Payment Agreement, such execution being conclusive evidence of such approval.

SECTION 6. The execution and delivery by any Delegate of the Master Credit Agreement, any Payment Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of the Delegate’s approval, on behalf of the County, of the changes, if any, in the form and content of the Master Credit Agreement and any Payment Agreement.

SECTION 7. The Delegates and other members, officers and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Master Credit Agreement, each Note and any Payment Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Master Credit Agreement, each Note and any Payment Agreement and also to do all acts and things necessary or desirable to carry out the provisions of this Resolution.

SECTION 8. The Delegates are directed to notify the Board of Supervisors of any Projects proposed to be financed by Advances received under the Line of Credit.

SECTION 9. Each of the Delegates is authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 10. All actions taken by any of the Delegates and other members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed, including, but not limited to, the selection of the Line of Credit Bank.

SECTION 11. Any and all resolutions of the Board of Supervisors or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

(Seal) A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

MASTER CREDIT AGREEMENT

Dated as of _____, 2024

among

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

FAIRFAX COUNTY, VIRGINIA

and

WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC

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This MASTER CREDIT AGREEMENT (this “Agreement”), dated as of _____, 2024, is among, the FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Suite 450, Tysons, Virginia (“FCEDA”), FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “County”), and WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC, a Delaware limited liability company (the “Bank”) and a wholly-owned subsidiary of Wells Fargo Bank, National Association.

RECITALS

WHEREAS, the County wishes FCEDA to borrow from the Bank certain sums hereunder, and the Bank is willing, upon the terms and conditions set forth below, to lend such sums to FCEDA to provide interim financing or refinancing for the costs of planning, developing, acquiring, constructing, improving, renovating and equipping facilities described in the County’s Capital Improvement Program or similar projects not described in the County’s Capital Improvement Program but which may be subsequently approved by the Board of Supervisors of Fairfax County (the “Board of Supervisors”), the County’s governing body, for public purposes consistent with the above description (the “Projects”) for the benefit of the County or its Subdivisions (as hereinafter defined); and

WHEREAS, to provide a source of funds to finance portions of the Projects when funds are required, FCEDA and the County have requested the Bank to provide a revolving line of credit in an aggregate principal amount up to \$90,000,000; and

WHEREAS, to induce the Bank to enter into this Agreement and make Advances (as hereinafter defined) hereunder, the County has agreed (a) to request FCEDA to execute and deliver to the Bank, prior to any Advance, a promissory Note (as hereinafter defined) and any related agreements, undertakings, instruments and documents to provide for the repayment to the Bank of (i) any Advances hereunder, (ii) any other payment made hereunder and (iii) any other fees and expenses of the Bank in connection with this Agreement and (b) to execute and deliver any applicable Payment Agreement to the Bank (hereinafter defined);

WHEREAS, the County plans, but is not obligated under the terms of this Agreement, to make all principal payments on an Advance made for purposes of financing a Project (an “Original Advance”) or on any applicable Advances that refinanced an Original Advance within ___ months from the date an Original Advance is made, from proceeds of permanent financings or other sources in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank is willing to provide a line of credit to FCEDA for the benefit of the County upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged and to induce the Bank to enter into this Agreement and make Advances to the County hereunder, FCEDA, the County and the Bank hereby agree as follows:

SECTION I
DEFINITIONS

1.1 Definitions. In addition to the defined terms set forth in the Recitals, as used in this Agreement, the following terms as used in this Agreement have the following meanings:

“Advance” has the meaning set forth in Section 2.1(a) hereof.

“Advance Date” means the date an Advance is made by the Bank hereunder.

“Advance Notice” means an irrevocable notice, substantially in the form of Exhibit A, given by the County, pursuant to Section 2.1 of this Agreement.

“Agreement” means this Master Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Anti-Corruption Laws” means (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended, and (b) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the County is located or doing business.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which the County is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Applicable _____ Interest Rate” means _____.

“Available Commitment” as of any day means the Commitment less the outstanding aggregate principal amount of any Advances.

“Bank” has the meaning set forth in the recitals hereof.

“Board of Supervisors” has the meaning set forth in the recitals hereof.

“Business Day” means a day other than (a) a Saturday or Sunday, (b) a day on which banking institutions in the Commonwealth of Virginia are required or authorized by law to close, or (c) a day on which the County’s government offices are closed.

“Closing Date” means _____, 2024.

“Code” means the United States Internal Revenue Code of 1986, as the same may be amended from time to time, and the regulations and published interpretations thereof.

“Commitment” means initially \$90,000,000.00, as such amount may be reduced pursuant to Section 6.3 hereof.

“Commitment Period” means the period commencing on the Closing Date and ending on the Termination Date.

“Commonwealth” means the Commonwealth of Virginia.

“County” has the meaning set forth in the recitals hereof.

“County Representative” means each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Bank, which certificate must contain the specimen signature(s) of such person(s) and must be signed on behalf of the County by an authorized officer of the County.

“Default” means any event, condition or occurrence which with notice or the lapse of time, or both, would constitute an Event of Default hereunder.

“Default Rate” means for any day, a fluctuation rate of interest per annum equal to the greatest of (i) the Prime Rate in effect at such time plus 4.00%, (ii) the Federal Funds Rate in effect at such time plus 5.00% and (iii) 10.00%.

“Event of Default” means any of the events specified in Section 6.1 of this Agreement, provided, however, that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“Event of Taxability” means (i) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance or (ii) the taking of any action by FCEDA or the County, or the failure to take any action by FCEDA or the County, or the making by FCEDA or the County of any misrepresentation in this Agreement or any tax certificate required to be given in connection with the issuance, sale or delivery of the Tax-Exempt Note, any of which has the effect of causing interest paid or payable on the Tax-Exempt Note to become includable, as a whole or in part, in the gross income of the registered owner or any prior registered owner for federal income tax purposes.

“FCEDA” has the meaning set forth in the recitals hereof.

“FCEDA Representative” means each of the persons at the time designated to act on behalf of FCEDA in a written certificate furnished to the Bank, which certificate must contain the specimen signature(s) of such person(s) and must be signed on behalf of FCEDA by an authorized officer of FCEDA.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that: (a) if such day is not a Business Day, then the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next

succeeding Business Day; and (b) if no such rate is so published on such next succeeding Business Day, then the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of one hundredth of one percent) charged to Wells Fargo Bank, National Association, on such day on such transactions as determined by Wells Fargo Bank, National Association.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Fitch” means Fitch Ratings, Inc., and its successors and assigns.

“Governmental Authority” means the federal government of the United States of America, and any government, or state, or any political subdivision thereof, or any court, entity or agency exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Interest Payment Date” means _____ 1, 20__ and each _____ 1 and _____ 1 thereafter until the Termination Date (provided that if a _____ 1 or _____ 1 is not a Business Day then such Interest Payment Date is the next succeeding Business Day).

“_____” means the rate _____.

“_____” Period” means _____.

“Material Adverse Effect” means any material and adverse effect on the ability of FCEDA or the County to perform their respective obligations under this Agreement or any Payment Agreement.

“Maturity Date” means the maturity date of an applicable Advance as chosen by the County.

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns.

“Note” means the promissory note or notes (including the Taxable Note and the Tax-Exempt Note) evidencing Advances made by the Bank to FCEDA for the benefit of the County under the Commitment, substantially in the form of Exhibit C attached hereto.

“Obligations” means all obligations and all liabilities of FCEDA or the County for the account of FCEDA under this Agreement, including, but not limited to, their respective obligations to make all payments required by Section 2.2 of this Agreement.

“Payment Agreement” means a note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County, or a related County entity or authority will be absolutely and unconditionally obligated to make payments on such dates and in such amounts as shall be sufficient to make timely payment of all amounts that may become due and payable on any

Advances, subject only to the appropriation by the Board of Supervisors of the County of funds for the purpose of the entity or authority making such payments.

“Person” means any individual, partnership, firm, corporation, limited liability company, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

“Prime Rate” means, on any day, the rate of interest per annum then most recently established by Wells Fargo Bank, National Association, as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by Wells Fargo Bank, National Association, to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that Wells Fargo Bank, National Association, may make various business or other loans at rates of interest having no relationship to such rate. If Wells Fargo Bank, National Association ceases to establish or publish a prime rate from which the Prime Rate is then determined, the applicable variable rate from which the Prime Rate is determined thereafter shall be instead the prime rate reported in The Wall Street Journal (or the average prime rate if a high and a low prime rate are therein reported), and the Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

“Private Activity Bond Tests” means either the Private Business Test or the Private Loan Test.

“Private Business Test means any use of proceeds of the Tax-Exempt Note that would cause (i) more than ten percent (10%) of such proceeds to be used for any activities that constitute a Private Use and (ii) more than ten percent (10%) of the principal of or interest on the Tax-Exempt Note, under the terms thereof or any underlying arrangement, to be, directly or indirectly, (A) secured by any interest in (I) property used or to be used for a Private Use or (II) payments in respect of such property or (B) derived from payments in respect of property used or to be used for a Private Use, whether or not such property is a part of a Tax-Exempt Project. Such ten percent limitation shall be reduced to five percent to the extent the use of the proceeds is unrelated to any governmental use of a Tax-Exempt Project or any Private Use of a Tax-Exempt Project that is disproportionate to a related governmental use.

“Private Loan Test” means any use of proceeds of the Tax-Exempt Note that would cause more than the lesser of five percent of the proceeds of the Tax-Exempt Note and \$5 million to be used to make or finance loans to any person other than to a state or local governmental unit.

“Private Use” means any activity that constitutes a trade or business that is carried on by persons or entities, other than state or local governmental entities. Any activity carried on by a person other than a natural person will be treated as a trade or business.

“Projects” has the meaning set forth in the Recitals.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible upon which a Project is financed through Advances.

“Rate Adjustment Event” means the occurrence, after the date hereof, of (a) a final ruling or judgment entered by a state or federal court of competent jurisdiction or (b) an official and final action taken or announced by the Internal Revenue Service or by a federal or state official, in each case determining that an Event of Taxability has occurred; provided, however, that no such ruling or judgment or official action of the Internal Revenue Service or by a federal or state official will be considered final for this purpose unless FCEDA, the County or the holder of the Tax-Exempt Note has been given written notice and, if it is so desired and is legally allowed, FCEDA, the County and the holder of the Tax-Exempt Note, as applicable, have been afforded the opportunity to contest the same, and until the conclusion of any appellate review, if sought.

“Rating Agency” means Moody’s, S&P or Fitch.

“Reimbursement Obligations” means all obligations and liabilities of FCEDA or the County for the account of FCEDA to the Bank, whether direct or indirect absolute or contingent, due or to become due, or now existing or hereafter incurred, that may arise under, out of, or in connection with this Agreement or any Payment Agreement or any other document executed and delivered in connection therewith or herewith.

“Requirement of Law” means, as to any Person, any law, rule, treaty, regulation or determination of an arbitrator or court, or other Governmental Authority, in each case applicable to or binding upon such Person, any operation or conduct by or on behalf of such Person or any of its Property or assets or to which any such Person or any of its Property or assets may be bound or affected.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC.

“Sanction” or “Sanctions” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and anti terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, or (e) any other governmental authority with jurisdiction over the County.

“Sanctioned Target” means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

“Scheduled Termination Date” means _____, 20__.

“Special Events of Default” means the Events of Default described in Section 6.1(a)(i) and 6.1(h).

“Subdivision” means authorities, systems and other political subdivisions that provide services to County residents and have financial affiliations with the County.

“Suspension Event” means the occurrence of an event that causes the suspension of the obligation of the Bank hereunder pursuant to Section 6.3(c) hereof.

“Tax-Exempt Applicable _____ Interest Rate” means _____.

“Tax-Exempt Note” has the meaning set forth in Section 2.1(b).

“Tax-Exempt Project” means a Project that is financed with an Advance that accrues interest at a Tax-Exempt Applicable _____ Interest Rate.

“Taxable Advance” means an Advance used to finance a Taxable Project.

“Taxable Applicable _____ Interest Rate” for an Advance that finances a Taxable Project, means _____.

“Taxable Note” has the meaning set forth in Section 2.1(b).

“Taxable Project” means a Project that is financed with a Taxable Advance that accrues interest at a Taxable Applicable _____ Interest Rate.

“Taxable Rate Factor” means ___%.

“Termination Date” means the date which is the earliest of (i) 5:00 p.m. (New York City time) on the Scheduled Termination Date, (ii) the date on which the Commitment shall have been reduced to zero (whether by termination by FCEDA, the County or otherwise) and is not subject to reinstatement upon repayment of Advances and (iii) the date the Commitment is terminated pursuant to Section 6.3 hereof.

“Unused Commitment Fee” has the meaning set forth in Section 2.5(a).

1.2 Other Definitions.

(a) All terms used in this Agreement have the defined meanings when used in any certificate or other document made or delivered pursuant hereto. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(b) All accounting terms not specifically defined in this Agreement will be construed, and all calculations with respect to accounting or financial matters will be computed, in accordance with Generally Accepted Accounting Practices (GAAP) applied in a manner consistent with the application of the principles in the preparation of the financial statements of the County required hereunder.

(c) In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

(d) In this Agreement, the terms “know,” “to the knowledge of” or words of similar import shall mean (i) in the case of the County, the Fairfax County Attorney and the Chief Financial Officer of the County, and (ii) in the case of FCEDA, the Executive Director of FCEDA.

(e) The following rules apply to the construction of this Agreement unless the context requires otherwise: (1) the singular includes the plural and the plural, the singular; (2) words importing any gender include the other genders; (3) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made; (4) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (5) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (6) references to agreements and other contractual instruments are deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (7) references to Persons include their respective permitted successors and assigns; and (8) headings and captions herein are solely for the convenience of reference and shall not constitute a part of this Agreement nor will they affect its meaning, construction or effect.

All times given herein refer to New York, New York, time, unless otherwise specified.

SECTION II AMOUNT AND TERMS OF ADVANCES UNDER THE LOAN; INTEREST; REPAYMENTS AND FEES

2.1 The Advances.

(a) *Extension of Credit.* The Bank agrees on the terms and conditions set forth in this Agreement, to provide money available under the Commitment (an “Advance”) to the County from time to time, during the Commitment Period; *provided* that in no event will the aggregate principal amount of Advances to be made by the Bank on any date exceed the Available Commitment as of such date. Each Advance will be made in such amount as requested pursuant to an Advance Notice solely for the purpose of providing a source of funds

for payment of the Projects. The County may borrow under this Section 2.1(a), repay or prepay under Sections 2.2 and 2.3 and reborrow under this Section 2.1(a).

(b) *Note.* The Advances made on a taxable basis will be evidenced by a Note, payable to the Bank, in substantially the form attached hereto as Exhibit C. Such Note will be referred to as the “Taxable Note.” The principal amount outstanding of the Note at any time equals the amount of the then outstanding and unpaid Advances under the Commitment. The Note will bear interest during the same periods and at the same rates as are applicable to the Advances determined as provided herein in accordance with the provisions hereof. The principal of the Note, and the interest thereon, will be payable (and prepayable) at the same times and in the same amounts as are applicable to the related Advances evidenced by the Note, determined as provided herein in accordance with the provisions hereof. If any Advances are to be made on a tax-exempt basis, FCEDA on behalf of the County will provide an additional Note, payable to the Bank, in substantially the form attached hereto as Exhibit C, for Advances made to finance Tax-Exempt Projects. Such Note will be referred to as the “Tax-Exempt Note.”

(c) *Advance Notices.* Each Advance will be made on notice given by the County to the Bank. Each Advance request must not be less than \$_____ or such lower amount that would reduce the available commitment to zero. Each such notice of an Advance (“*Advance Notice*”) will be by telephone or telecopy, confirmed in writing, in substantially the form of Exhibit A attached hereto, specifying (i) the requested date for such Advance, which shall be a Business Day, (ii) the principal amount of such requested Advance, and (iii) whether such Advance is made with respect to the Taxable Note or Tax-Exempt Note.

If any Advance Notice fails to specify the _____ Period such period will be deemed to be the __ month _____ Period and the Applicable _____ Interest Rate will be based on the applicable calendar month _____, which is set _____.

(d) *Opinion as to tax exemption.* On the date of the first Advance with respect to a Tax-Exempt Note, the County will provide to the Bank an unqualified opinion of bond counsel that the interest on the Tax-Exempt Note is not includable in gross income for purposes of federal income tax.

(e) *Making the Advances.* Upon receipt of an Advance Notice from the County not later than 12:00 noon (New York City time) on the third Business Day preceding the day of the proposed borrowing (which shall be a Business Day), the Bank, subject to the terms and conditions of this Agreement, is required to make an Advance by 2:00 p.m. (New York City time) on the day of the proposed borrowing for the account of the County in an amount equal to the amount of the requested borrowing. With respect to any such Advance Notice received by the Bank after 12:00 noon (New York City time) on any date, the Bank is required to make such Advance by 2:00 p.m. (New York City time) on the fourth Business Day thereafter. Any Advance Notice must be signed by a County Representative and FCEDA Representative. Each Advance must be made by the Bank by wire transfer of immediately available funds to the County in accordance with written instructions provided by the County.

2.2 Repayment and Interest.

(a) Subject to Section 2.7(a) hereof, Advances will bear interest from and including their applicable Advance Date to but not including the date the Bank is reimbursed therefor at a per annum rate equal to the Applicable _____ Interest Rate for each applicable Advance. FCEDA, or the County for the account of FCEDA, will pay interest to the Bank on each Interest Payment Date on all accrued interest on outstanding Advances and on the Maturity Date, and if any interest accrues or remains payable after such date, or during the continuance of an Event of Default, upon demand by the Bank. Subject to Section 2.3, Advances must be repaid on their respective Maturity Dates. On or before the day an Advance Notice is provided to the Bank, the County will determine if the Advance will finance a Tax-Exempt Project or Taxable Project and the _____ Period of such Advance. If a rate for a particular _____ Period is not available at the time an Advance is made, the County will choose a _____ Period with an available rate.

(b) The Applicable _____ Interest Rate for any Advance will be determined by the Bank as of the Advance Date.

2.3 Prepayment.

(a) [Prepayment. _____]

2.4 [Intentionally omitted].

2.5 Fees.

(a) [Unused Commitment Fee. FCEDA will pay to the Bank semi-annually on each June 1 and December 1, commencing June 1, _____ an unused commitment fee equal to _____% on the difference between the Commitment and the average outstanding principal amount of all Advances outstanding during such semi-annual period (the “Unused Commitment Fee”).]

2.6 [Intentionally omitted].

2.7 Payments and Computations.

(a) Computations of the Applicable _____ Interest Rates and any other interest and fees hereunder will be made on the basis of a 360-day year for the actual number of days elapsed. If, by the terms of this Agreement, FCEDA, or the County for the account of FCEDA, at any time is required or obligated to pay interest at a rate in excess of the maximum rate permitted by law, the rate of interest will be deemed to be immediately reduced to such maximum rate and the portion of all prior interest payments in excess of such maximum rate must be applied and will be deemed to have been payments made in reduction of the principal amount due hereunder.

(b) FCEDA, or the County for the account of FCEDA, will make all payments on Advances or fees or interest under this Agreement including, without limitation, any fees owing under Section 2.5, not later than 2:00 p.m. (New York City time) on the day when due in lawful money in good and available funds without set-off or counterclaim of any

nature or kind to the Bank by (B) wire transfer to _____ for the account of _____, ABA # _____, Account Title – _____: _____, or to such other account as the Bank may from time to time designate to the FCEDA and County in writing, in each case in lawful money of the United States of America.

(c) Whenever any payment to be made hereunder is due on a day that is not a Business Day, such payment will be made on the next succeeding Business Day, and interest and any applicable fees other than late fees will accrue during such extension through and including the date of payment.

2.8 [Intentionally omitted]

2.9 Obligations Subject to Appropriation.

(a) The obligations of the County for the account of FCEDA to make payments on Advances under this Contract are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such payments on Advances can be made. FCEDA, and the County for the account of FCEDA, will not be liable for any amounts that may be payable pursuant to this Agreement unless and until such funds have been so appropriated for payment and then only to the extent thereof. The County Executive shall include in each Fiscal Year's annual budget of revenues and disbursements presented to the Board of Supervisors an item designated "2024 Master Credit Agreement Payments" in an amount not less than an amount sufficient, in the judgment of the County Executive, to make all payments of Advances scheduled to become due, and pay all other amounts payable by the County, pursuant to this Contract during such Fiscal Year. Under no circumstances or conditions will FCEDA be expected or required to make any payment of any kind due under this Agreement except from amounts it receives from the County to make payments due hereunder nor, will FCEDA be under any obligation or liability hereunder, except as provided in this Agreement. It is understood and agreed by the parties hereto that nothing in this Agreement obligates the Board of Supervisors of the County to appropriate any sums on account of any payments on Advances to be made by the County hereunder or for any other purpose. This Agreement does not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth.

(b) The County shall pay for the account of FCEDA all amounts owed under any Advances and any other amounts owed under this Agreement free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever, and under no circumstances or conditions will FCEDA be expected or required to make any payment of any kind with respect to Agreement or be under any obligation or liability hereunder, except as provided in this Agreement and the Note. The County shall pay for the account of FCEDA all legal fees of FCEDA incurred in the approval and execution of this Agreement.

(c) Except to the extent required as compulsory counterclaim under any legal requirement, FCEDA and the County (i) shall pursue separate exercise and enforcement of any right, power, privilege, remedy or interest retained by the Bank under this Agreement, any Payment Agreement and applicable law, and (ii) shall not seek to exercise or

enforce any such right, power, privilege, remedy or interest in any proceeding instituted by the Bank respecting any collection or enforcement under this Agreement or any Payment Agreement, whether through joinder, consolidation, setoff, recoupment, abatement, reduction, counterclaim, defense or otherwise.

(d) Except to the extent required as compulsory counterclaim under any legal requirement, the Bank (i) shall pursue separate exercise and enforcement of any right, power, privilege, remedy or interest retained by FCEDA or the County under this Agreement, any Payment Agreement and applicable law, and (ii) shall not seek to exercise or enforce any such right, power, privilege, remedy or interest in any proceeding instituted by FCEDA or the County respecting any collection or enforcement under this Agreement or any Payment Agreement, whether through joinder, consolidation, setoff, recoupment, abatement, reduction, counterclaim, defense or otherwise.

2.10 Collateral. Certain Reimbursement Obligations of FCEDA, or the County for the account of FCEDA, will be secured by any and all payments received by FCEDA from any applicable Payment Agreement entered into either between FCEDA or the County and a related County entity or authority under which such entities or authorities will agree to provide payments equal to the payments required under applicable Advances in consideration for FCEDA providing the funds received from such Advances to the County for the purpose of having an entity's or authority's Project(s) financed. It will not be a requirement that a Payment Agreement be entered into for the Bank to make an Advance.

2.11 Extension of Scheduled Termination Date. FCEDA and the County may request an extension of the Scheduled Termination Date no more than 120 days and no less than 90 days prior to the Scheduled Termination Date. The Bank will respond in writing within 30 days of receipt of a written request and the Bank's determination to accept or reject any such request will be within the Bank's sole and absolute discretion. The failure of the Bank to respond to a request for an extension will be deemed the denial of the request.

2.12 Voluntary Termination. (a) Subject to the provisions of subsection (b) of this Section 2.12, notwithstanding any provisions of this Agreement to the contrary, FCEDA and the County may terminate the Agreement on any date 90 days after notice of such termination is provided to the Bank. Upon such termination FCEDA, or the County for the account of FCEDA, will pay to the Bank all amounts owed hereunder.

(b) (i) The County hereby agrees to pay to the Bank a termination fee in connection with the termination of the Commitment prior to the first anniversary of the Closing Date in an amount equal to the product of (A) the [Commitment Fee Rate], (B) the Commitment then in effect (without regard to any temporary reductions of the Commitment), and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such termination to and including the first anniversary of the Closing Date and the denominator of which is 360 payable on the date the Commitment is terminated.

(ii) The County hereby agrees to pay to the Bank a reduction fee in connection with each and every permanent reduction of the Commitment prior to the first anniversary of the Closing Date in an amount equal to the product of (A) the [Commitment Fee Rate], (B) the

difference between the Commitment (without regard to any temporary reductions of the Commitment) prior to such reduction and the Commitment (without regard to any temporary reductions of the Commitment) after such reduction, and (C) a fraction, the numerator of which is equal to the number of days from and including the date of such reduction to and including the first anniversary of the Closing Date and the denominator of which is 360, payable on the date the Commitment is reduced

2.13 Interest Rate and Payment Adjustment. (a) From and after a Rate Adjustment Event, the interest rate on the Tax-Exempt Note will change to a rate equal to _____.

SECTION III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. To induce the Bank to make Advances hereunder, the FCEDA and County, as applicable, represent and warrant to the Bank as of the Closing Date and as of the date of each Advance that:

(a) Organization and Qualification. FCEDA and the County are each political subdivisions of the Commonwealth, validly existing under the laws of the Commonwealth.

(b) Corporate Power and Authority. FCEDA and the County each has all requisite power and authority to execute, deliver and carry out the terms and provisions of this Agreement, any Payment Agreement and the other instruments and documents to be executed and/or delivered by it pursuant hereto or in connection herewith and have taken or caused to be taken by them all necessary action required of it in connection with the receipt of Advances, to authorize the execution, delivery and performance by FCEDA and County of this Agreement, any Payment Agreement, the occurrence of the obligations contemplated hereunder and thereunder and the execution, delivery and performance of the other instruments and documents to be executed and/or delivered by it pursuant hereto or in connection herewith or therewith. Subject to Section 2.9 hereof, this Agreement, any Payment Agreement and each of the other instruments and documents executed and/or delivered by FCEDA and the County pursuant hereto or thereto or in connection herewith or therewith have been duly executed and delivered by FCEDA and the County and constitute the legal, valid and binding obligations of the FCEDA and County and are enforceable against the FCEDA and County in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, by general equitable principles and the exercise of judicial discretion.

(c) Compliance with Law and Contracts. Neither the execution and delivery of this Agreement, any Payment Agreement or the Notes, nor the consummation of the transactions contemplated therein to be consummated by FCEDA and the County or the compliance by FCEDA and the County with the provisions thereof, will conflict with, or constitute on the part of the FCEDA or the County a material violation or breach of or an event of default under, (x) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which FCEDA and the County is a party or by which the FCEDA and County is

bound, or (y) any existing law, rule, regulation or ordinance or judgment, order or decree of any court or governmental agency or body having jurisdiction over the FCEDA and County or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities that are required for FCEDA's and the County's execution and delivery of consummation of the transactions contemplated by and compliance with the provisions of the Payment Agreement have been obtained or can be obtained in a timely manner.

(d) Litigation; Legislation. To the knowledge of FCEDA and the County, respectively, (i) there are no actions, suits, proceedings or investigations pending or threatened before any court or administrative agency that would have a Material Adverse Effect or a material adverse effect upon the legality, validity, binding effect or enforceability against the County or FCEDA of this Agreement or any other Payment Agreement, and (ii) there is no legislation that has passed either house of the General Assembly of the Commonwealth that would have a Material Adverse Effect or a material adverse effect upon the legality, validity, binding effect or enforceability against the County or FCEDA of this Agreement or any other Payment Agreement.

(e) Governmental Approvals. No authorization or approval or other action by, filing with, or notice to, any Person or Governmental Authority is required for the due execution, delivery and performance by FCEDA or the County of this Agreement, any Payment Agreement or any other instrument or document to be executed and/or delivered pursuant hereto or thereto or in connection herewith or therewith, except such authorizations, approvals, actions or filings which have been duly obtained or notices which have been duly given by FCEDA or the County, each of which is in full force and effect (or will be obtained as and when required).

(f) Securities Laws. Neither FCEDA nor the County is an "investment company", or a Person "controlled" by an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

(g) Taxes. The execution and delivery of this Agreement and any Payment Agreement are not subject to any tax, duty, fee or other charge, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by any Governmental Authority that has not been paid.

(h) Continuing Representations. Each Advance Notice will be deemed to constitute a representation and warranty by FCEDA and the County as of the date of such Advance that each of the representations and warranties herein made are true and correct in all material respects on and as of such date as though made on and as of such date; provided, however, that any representations or warranties given as of a specific date remain true and correct in all material respects as of such date.

(i) Financial Condition. The most recent financial statements of the County delivered to the Bank hereunder are complete and accurate and fairly present the financial condition and the results of operations and cash flows of the County on the dates thereof and for the periods then ended and such financial statements show all known liabilities, direct or contingent, of the County as of the dates thereof and were prepared in accordance with GAAP. Since June 30, 2023, except as disclosed in writing to the Bank, there has been no

change in the financial conditions or operations of the County that would have a Material Adverse Effect.

(j) No Misrepresentations or Omissions. None of this Agreement, any Payment Agreement or any other document, certificate or statement furnished to the Bank by or on behalf of FCEDA or the County contains any untrue statements of a material fact or omits to state a material fact necessary to make the statements contained herein and therein not misleading.

(k) No Material Adverse Facts. There are no facts that FCEDA or the County has failed to disclose to the Bank that, individually or in the aggregate, could have a Material Adverse Effect or, as far as FCEDA or the County can reasonably foresee, could have a Material Adverse Effect.

(l) Margin Stock. Neither FCEDA or the County is engaged in, nor does it have as one of its substantial activities, the business of extending or obtaining credit for the purpose of purchasing or carrying “margin stock” (as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System) and no proceeds of any Advances will be used for such purpose or for the purpose of purchasing or carrying any shares of margin stock.

(m) Anti-Corruption Laws and Anti-Money Laundering Laws. The County has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws and, to the County’s knowledge no officer, director or agent acting on behalf of the County is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws.

(n) Sanctions. (i) The County is not a Sanctioned Target, (ii) the County has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Sanctions, and (iii) to the County’s knowledge, no affiliate, officer, director, or agent acting on behalf of the County is under investigation for an alleged violation of Sanction(s) by a governmental authority that enforces Sanctions.

(o) No Maximum Interest Rate Violation. The obligations of FCEDA and the County under this Agreement and any Payment Agreement are not in violation of any Requirement of Law prescribing a maximum rate of interest.

SECTION IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Effectiveness. This Agreement will become effective when each of the following conditions precedent has been fulfilled in a manner satisfactory to the Bank:

(a) Delivery of Documents. The Bank will have received on or before the Closing Date the following, each in form and substance satisfactory to the Bank, unless indicated otherwise, dated the Closing Date

- (i) the Note;
 - (ii) a certificate of the Chief Financial Officer certifying as to the incumbency and signature of each of the County Representatives authorized to sign this Agreement and any Payment Agreement;
 - (iii) a certificate of the Chair, Vice Chair or Secretary of FCEDA certifying as to the incumbency and signature of each of the FCEDA Representatives authorized to sign this Agreement, any Payment Agreement and any Advance Notices;
 - (iv) certified copies of any resolutions, approvals or authorizations required in connection with the transactions contemplated by this Agreement and any Payment Agreement;
 - (v) the audited financial statements of the County for each of the fiscal years ended June 30, 2021, 2022 and 2023, a copy of the current budget and a copy of the capital improvement program of the County;
 - (vi) a favorable opinion of Norton Rose Fulbright US LLP, Washington, D.C., Bond Counsel, as to the validity of this Agreement and of the Note;
 - (vii) a favorable opinion of the County Attorney, as to such matters as mutually agreed to by the parties to this Agreement;
 - (viii) a favorable opinion of counsel to FCEDA, as to such matters as mutually agreed to by the parties to this Agreement;
 - (ix) written confirmation that the County's credit ratings with respect to its general obligations as of the closing date are "AAA" by Fitch, "Aaa" by Moody's and "AAA" by S&P; and
 - (x) such other documents, instruments, approvals or opinions as agreed to by the parties to this Agreement.
- (b) Representations; Defaults. The following statements must be true and correct on and as of the Closing Date, and the Bank shall have received certificates signed by a FCEDA Representative and a County Representative, dated the Closing Date, stating that:
- (i) the representations and warranties of FCEDA and County contained in Section 3.1 of this Agreement are true and correct in all material respects on and as of the Closing Date as though made on and as of such date; and
 - (ii) no Default has occurred and is continuing or would result from the making of any Advance.

(c) Fees, etc. The Bank must have received the payment of fees and disbursements of Bank counsel incurred in connection with the preparation of this Agreement, including any amendments and reaffirmations, and all other out-of-pocket expenses of the Bank.

(d) Material Adverse Change. Since June 30, 2023, no change in the financial condition, business, assets, liabilities or prospects of the County that would have a Material Adverse Effect will have occurred.

4.2 Conditions Precedent to the Making of Advances. As conditions precedent to the approval by the Bank hereunder of each Advance Notice (including the initial Advance Notice on or after the Closing Date):

(a) The Bank must have received (or waived the receipt of, in the sole discretion of the Bank) the written Advance Notice required under, and in strict conformity with Section 2.1(c) of this Agreement, in a manner satisfactory to the Bank.

(b) The Termination Date must not have occurred.

(c) No Event of Default has occurred and be continuing or will result from the funding of the Advance in question.

(d) The representations and warranties of FCEDA and the County contained in Section 3.1 of this Agreement are true and correct in all material respects on and as of the date of such Advance as though made on and as of such date.

(e) FCEDA or the County must have delivered to the Bank if applicable, a Payment Agreement relating to such Advance and such additional instruments or documents and such additional approvals and opinions as the Bank may reasonably request under the terms of this Agreement, or otherwise as soon as commercially reasonable after request therefor.

On or before the date of the initial Advance with respect to the Tax-Exempt Note, the County and FCEDA shall, in addition to items (a) through (d) above, have delivered to the Bank the Tax-Exempt Note, and the unqualified opinion of bond counsel to the effect that the interest on the Tax-Exempt Note is not includable in gross income for federal income tax purposes.

Unless FCEDA or the County have otherwise previously advised the Bank in writing, delivery to the Bank of an Advance Notice will be deemed to constitute a representation and warranty by FCEDA or the County that on the date of such Advance each such condition is satisfied.

Approval by the Bank of any one or more Advance Notices when one or more conditions contained in this Section 4.2 have not been fulfilled, will not be deemed a waiver of such condition or conditions as to the Bank's approval of subsequent Advance Notices.

SECTION V
COVENANTS OF FCEDA AND THE COUNTY

5.1 Affirmative Covenants. FCEDA and the County hereby agree that, so long as any Advances remain outstanding or any amount is due or owing to the Bank under this Agreement or the Note, FCEDA and the County will keep and perform fully each and all of the following covenants:

(a) Compliance with Laws, Etc. FCEDA and the County will comply with all Requirements of Law or any change therein or in the application, the administration or interpretation thereof (including, without limitation, any request, directive, guideline or policy, whether or not having the force of law) by any Governmental Authority charged with the administration or interpretation thereof and all indentures, mortgages, deeds of trust, agreements or other instruments or contractual obligations to which it is a party or by which it or any of their respective Property may be bound or affected, except such Requirements of Law or indentures, mortgages, deeds of trust, agreements or other instruments or contractual obligations noncompliance with which could not reasonably be expected to have a Material Adverse Effect.

(b) Keeping of Books. The County shall keep proper books of record and account, containing complete and accurate entries of all financial and business transactions relating to the business, operations, Property, assets, condition (financial or otherwise) or prospects of the County in conformity with all Requirements of Law.

(c) Notice of Default; Litigation. FCEDA and the County will promptly notify the Bank in writing of (i) the occurrence of any Default or Event of Default hereunder, (ii) any default, or event, condition or occurrence which with notice or the lapse of time, or both, would constitute a default by any party thereto under any Payment Agreement, any indenture, mortgage, deed of trust, agreement or other instrument or contractual obligation to which FCEDA or the County is a party or by which any of its Property may be bound or affected and that could reasonably be expected to have a Material Adverse Effect, or (iii) if, to the knowledge of the County or FCEDA, there are any actions, suits, proceedings or investigations pending or threatened before any court or administrative agency that could reasonably be expected to have a Material Adverse Effect or a material adverse effect upon the legality, validity, binding effect or enforceability against the County or FCEDA of this Agreement or any other Payment Agreement.

(d) Maintenance of Insurance. The County will maintain insurance with responsible insurance companies, or may self-insure, against such risks and in such amounts as is customarily maintained by similar organizations. Any self-insurance maintained by the County pursuant to this subsection (e) must comply with the following terms: the self-insurance program will be evaluated in writing by the County's Department of Risk Management to determine the criteria which the County will apply to establish an actuarially sound claims reserve fund out of which self-insured claims shall be paid; the adequacy of such fund will be evaluated on an annual basis by the Department of Risk Management and any deficiencies in any self-insured claims reserve fund will be remedied in accordance with their recommendation.

(e) Performance and Compliance with Other Covenants. FCEDA and the County will perform and comply in all material respects, and subject to the applicable grace periods, with each of the covenants binding on it, as in effect on the Closing Date.

(f) Payment of Taxes and Other Claims. FCEDA and the County will pay when due all taxes, assessments and charges that are imposed upon it or its operations or properties, or which it is required to withhold and pay over (including payroll withholding taxes), and will pay all other claims that, if unpaid, might become liens or charges upon its properties and except to the extent such taxes, liens or charges are the subject of a good faith contest.

(g) Use of Proceeds. The proceeds of any Advances will be used by the County solely to finance the costs of the Projects. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any “margin stock” within the meaning of Regulation U of the Board of Governors of the Federal Reserve System. The County will use, or cause to be used, the proceeds of the Advances in compliance with all applicable legal and regulatory requirements of any Governmental Authority (including, without limitation, Regulations U and X of the Board of Governors of the Federal Reserve System and the Securities Exchange Act of 1934 and the Securities Act of 1933 and any regulations thereunder).

(h) Financial and Other Information. The County agrees that it will furnish its Annual Comprehensive Financial Report to The Electronic Municipal Market Access (“EMMA”) system administered by the Municipal Securities Rulemaking Board or shall post such report to the County’s publicly available website when it becomes available, but no later than February 25 after the end of each Fiscal Year. The County also agrees to furnish the Bank (or make available on the County’s website) its annual adopted budget on or prior to the 60th day of each Fiscal Year, commencing with the Fiscal Year that begins July 1, 2024. The County agrees to furnish promptly to the Bank from time to time such additional information regarding the financial position or business of the County as the Bank may reasonably request in writing. The Bank acknowledges that the County has executed continuing disclosure undertakings in accordance with Securities and Exchange Commission Rule 15c2-12 in connection with various debt obligations issued by or for the benefit of the County.

(i) Private Activity Bond Covenant. The FCEDA and the County hereby covenant that neither will take any action that would cause the Tax-Exempt Note to be a private activity bond within the meaning of Section 141 of the Code and the applicable regulations thereunder. In furtherance of this covenant, the FCEDA and the County will execute a tax certificate in connection with the first Advance under the Tax-Exempt Note that will set forth the requirements that must be satisfied so that the Tax-Exempt Note will not be a private activity bond within the meaning of Section 141 of the Code.

(j) Arbitrage Covenant. The FCEDA and the County hereby covenant that money on deposit in any fund or account maintained in connection with the Tax-Exempt Note, whether or not such money was derived from draws on the Tax-Exempt Note or from any other sources, will not be used in a manner that would cause the Tax-Exempt Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the applicable regulations thereunder. The FCEDA and the County hereby covenant that they will not take any action that will, or fail to take any action which failure will, cause the interest on the Tax- Exempt Note to become includable in the gross income of the owners of the Tax-Exempt Note for federal income tax purposes pursuant to the provisions of the Code and the regulations promulgated thereunder in effect on the date of original issuance of the Tax-Exempt Note.

SECTION VI
EVENTS OF DEFAULT

6.1 Events of Default. The occurrence of any of the following events will be an Event of Default hereunder:

(a) (i) failure by FCEDA or the County for the account of FCEDA to pay or cause to be paid (i) any scheduled principal of or interest on any Advance when due for any reason, or (ii) within five (5) Business Days after written demand by the Bank to FCEDA and the County, any other amount payable under this Agreement; or

(b) failure by FCEDA or the County to observe or perform any of the covenants set forth in Section 5.1 and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to FCEDA and the County from the Bank or (ii) the Bank is notified of such failure, or should have been notified of such failure, by FCEDA or the County pursuant to the terms of this Agreement, unless such failure is not reasonably capable of being cured within such thirty (30) day period but is capable of being cured within sixty (60) days and the County commences action to cure such failure within such thirty (30) day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after the date of the written notice specified above; or

(c) failure by FCEDA or the County to observe or perform any other term, condition, covenant or agreement set forth in this Agreement or any applicable Payment Agreement to be observed or performed by FCEDA or the County (and not constituting an Event of Default under any of the preceding or following provisions of this Section VI) and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to FCEDA and the County from the Bank or (ii) the Bank is notified of such failure, or should have been notified of such failure by FCEDA or the County, pursuant to the terms of this Agreement or any Payment Agreement, unless such failure is not reasonably capable of being cured within such thirty (30) day period but is capable of being cured within sixty (60) days and the County commences action to cure such failure within such thirty (30) day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after the date of the written notice specified above; or

(d) any representation, warranty or statement made or deemed made by or on behalf of FCEDA or the County in this Agreement or any Payment Agreement or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement or any Payment Agreement shall prove to have been materially and adversely misleading or incorrect; or

(e) any material provision of this Agreement for any reason ceases to be valid and binding on FCEDA or the County or be in full force and effect for FCEDA or the County or FCEDA or the County shall contest any such material provision of this Agreement either in a court of competent jurisdiction or by an action taken by the Board of Supervisors or the governing body of FCEDA, in each case acting as such; or

(f) FCEDA or the County shall (i) default on the payment of the principal of or interest on any indebtedness subject to annual appropriation, beyond the period of grace, if any, provided in the instrument or agreement under which such indebtedness was created or incurred; or (ii) default in the observance or performance of any agreement or condition relating to any indebtedness subject to annual appropriation or contained in any instrument or agreement evidencing, securing or relating thereto, or any other default, event of default or similar event shall occur or condition exist, the effect of which default, event of default or similar event or condition is to permit (determined without regard to whether any notice is required) remedial action to be taken with respect to any such indebtedness including such indebtedness becoming immediately due and payable in full as the result of the acceleration, mandatory redemption or mandatory tender of such indebtedness; or

(g) any final, unappealable judgment or judgments, writ or writs or warrant or warrants of attachment, or any similar process or processes, which are not covered in full by insurance (or reserves held by or on behalf of the County), in an aggregate amount not less than \$50,000,000 shall be entered or filed against the County or against any of its Property and remain unpaid, unvacated, unbonded or unstayed for a period of sixty (60) days; or

(h) the County (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator or other similar official of itself or of all or a substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors, seeks to have an order of relief entered with respect to it or seek to adjudicate it a bankrupt or insolvent, or seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts, (v) has a debt moratorium, debt restructuring, debt adjustment or comparable restriction imposed on the repayment when due and payable of the principal of or interest n any debt of the County by the County or any governmental authority with competent jurisdiction, or (vi) takes any official action for the purpose of effecting any of the foregoing; or

(i) a case, proceeding or other action is commenced without the application by or consent of the County, in any court of competent jurisdiction, seeking the liquidation or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of the County, or of all or any substantial part of its assets, or any similar action with respect to the County, under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors and such case, proceeding or other action continues undismissed, or unstayed and in effect, for a period of ninety (90) days, or an order for relief against the County, is entered in any such involuntary case, proceeding or other action or the County, takes any action in furtherance of, or indicating its consent to, approval of or acquiescence in any of the actions described above; or

(j) any of Fitch, Moody's or S&P shall have downgraded its rating of any long-term unenhanced indebtedness of the County subject to annual appropriation by the Board of Supervisors to below "BBB-" (or its equivalent), "Baa3" (or its equivalent), or "BBB-" (or its equivalent) respectively, or suspended or withdrawn its rating of the same; or

(k) unless waived by the Bank, in writing, (i) any event of default, however defined, has occurred and is continuing with respect to any obligation of FCEDA or the County under this Agreement, or (ii) FCEDA or the County fails to comply with any covenant or financial obligation set forth in this Agreement, or (iii) any representation or warranty made or deemed made by FCEDA or the County in this Agreement or that is contained in any exhibit, schedule or any other document or other statement furnished at any time under or in connection with this Agreement or any Payment Agreement or any of the other documents, instruments or certificates furnished by FCEDA or the County in connection therewith proves to have been incorrect in any material respect on or as of the date made or deemed made.

6.2 Non-Appropriations. **ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT, THE FAILURE OF THE COUNTY OR FCEDA TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT (INCLUDING REPAYMENT OF ADVANCES) TO OR FOR THE ACCOUNT OF THE BANK ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN “EVENT OF NON-APPROPRIATION”) WILL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT.**

6.3 Rights and Remedies Upon Default. (a) Upon the occurrence of any Special Event of Default, the obligations of the Bank to make Advances hereunder will automatically and immediately terminate and the Commitment will be reduced to zero without notice or other action on the part of the Bank and all Obligations will immediately become due and payable.

(b) Upon the occurrence of any Event of Default (other than a Special Event of Default) (i) the Available Commitment will immediately be reduced to zero and (ii) and the Bank will have the right to declare that all Obligations will immediately become due and payable.

(c) Upon the occurrence of a Default under Section 6.1(g) hereof, the obligation of the Bank to make Advances hereunder will be suspended until any proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event any such proceedings are terminated, the obligation of the Bank to make Advances hereunder will be reinstated and the terms of this Agreement will continue in full force and effect (unless the obligations of the Bank to make Advances hereunder shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no such suspension.

(d) Upon the occurrence of any Event of Default all outstanding Advances will accrue interest at the Default Rate.

SECTION VII
MISCELLANEOUS PROVISIONS

7.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by FCEDA or the County therefrom will in any event be effective unless the same is in writing and signed by the Bank. In the case of any waiver, FCEDA, the County and the Bank will be restored to their former position and rights hereunder, and any default or Event of Default waived will be deemed to be cured and not continuing; but no such waiver will extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

7.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective must be in writing and will be deemed to have been duly given or made when delivered by hand (or when refused delivery), upon receipt after being deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, return receipt requested postage prepaid, or one (1) Business Day after being deposited with a nationally recognized overnight courier, addressed at their addresses set forth below or to such other address as may be hereafter notified by the respective parties hereto:

(i) If to FCEDA, to:

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Tysons, Virginia 22182
Attention: Executive Director

With a copy thereof sent to:

Michael W. Graff, Esq.
McGuireWoods LLP
1750 Tysons Boulevard, Suite 1800,
Tysons, Virginia 22102

With copies to the County at the two addresses set forth below:

(ii) If to the County, to:

by registered or certified mail, postage prepaid, return receipt requested, or hand delivery, addressed to the:

Fairfax County,
12000 Government Center Parkway
Fairfax, Virginia 22035,
Attn: Chief Financial Officer; and to such other party or
address(es) as the County may from time to time designate by
notice given to the Bank by registered or certified mail as
aforesaid.

With a copy thereof sent to:

Office of the County Attorney
12000 Government Center Parkway
Suite 549
Fairfax, Virginia 22035

(iii) If to the Bank, to:

With a copy thereof sent to:

7.3 No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy, power or privilege under any of this Agreement will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other further exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

7.4 No Fiduciary Relationship. FCEDA and the County acknowledge and agree that their dealings with the Bank relate solely to the transactions occurring under this transaction and that in no event will the Bank be considered to be a partner or joint venturer of FCEDA or the County. Also, the County represents and warrants that it has independently evaluated the transactions contemplated by this and has not relied upon, nor will it rely upon, the expertise, advice or other comments or statements of the Bank (including agents of the Bank), if any, in deciding to pursue such undertaking. As the County is experienced in financial affairs (or has sought professional advice (other than from the Bank)) concerning its financial affairs, in no event will the Bank owe any fiduciary or similar obligations to it in connection with the subject transaction.

7.5 Successors and Assigns; Participations.

(a) This Agreement is a continuing obligation and is binding upon the Bank, FCEDA and the County, and their respective successors, transferees and assigns, and will inure to the benefit of and be enforceable by the Bank, FCEDA and the County, and their respective successors, transferees and assigns; provided, however, that FCEDA or the County may not assign all or any part of this Agreement or any Payment Agreement without the prior written consent of the Bank.

7.6 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the

remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Governing Law; Venue. This Agreement is governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia, without regard to choice of law principles. Venue for any claim, action or proceeding arising out of or relating to this Agreement, any Note or Payment Agreement is exclusively in the state courts of Fairfax County, Virginia, or the United States District Court for the Eastern District of Virginia, Alexandria Division

7.8 Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and do not constitute a part of this Agreement for any other purpose.

7.9 Survival of Representations and Warranties. All representations and warranties made in any document, certificate or statement delivered pursuant hereto or thereto or in connection herewith will survive the execution and delivery of this Agreement.

7.10 Rights Cumulative. All rights, powers and remedies herein given to the Bank, FCEDA or the County are cumulative and not alternative, and are in addition to all statutes or rules of law; any forbearance or delay by the Bank in exercising the same will not be deemed to be a waiver thereof, and the exercise of any right or partial exercise thereof will not preclude the further exercise thereof, and the same will continue in full force and effect until specifically waived by an instrument in writing executed by the Bank.

7.11 Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement are an integral part hereof and are hereby made a part of this Agreement.

7.12 Termination. This Agreement and the Loan may be terminated by notice in writing on any date from FCEDA and the County to the Bank; provided that this Agreement will not terminate until all amounts payable under this Agreement including all Advances made have been paid in full.

7.13 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, and each such counterpart will be deemed to be an original and all of which constitute together but one and the same agreement. All recitals and statements made in this Agreement are fully incorporated within the text of this Agreement and made a part hereof.

7.14 Patriot Act. The Bank hereby notifies FCEDA and the County that pursuant to the requirements of the Patriot Act, the Bank is required to obtain, verify and record information that identifies FCEDA and the County, which information includes the name and address of FCEDA and the County and other information that will allow the Bank to identify FCEDA and the County in accordance with the Patriot Act. FCEDA and the County hereby agree that they shall promptly provide such information upon request by the Bank

7.15 Reimbursement. To the extent permitted by law, FCEDA and the County shall pay upon demand:

(a) for each amendment of this Agreement or any Payment Agreement, or consent or waiver by the Bank under this Agreement or any Payment Agreement, in each case the reasonable fee of the Bank;

(b) the reasonable fees and out of pocket expenses for counsel or other reasonably required consultants to the Bank in connection with responding to requests from FCEDA or the County for consents, amendments and waivers; and

(c) all of the Bank's reasonable out of pocket expenses (including, without limitation, the reasonable fees and expenses of counsel or other reasonably required consultants to the Bank) arising in connection with advising the Bank as to its rights and responsibilities under this Agreement or the Payment Agreements or the enforcement or administration of, or preservation of rights (including in any bankruptcy or insolvency proceeding or any workout) in connection with, this Agreement or the Payment Agreements.

7.16 Survival. So long as any of the Reimbursement Obligations remain outstanding or the Bank has any obligations under this Agreement or FCEDA or the County has any continuing obligations under this Agreement, any Payment Agreement or Advances unless otherwise provided herein, all covenants, agreements, representations, and warranties made herein will survive the execution and delivery to the Bank of this Agreement and the making of Advances hereunder and will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____

Chair

FAIRFAX COUNTY, VIRGINIA

By: _____

Title

**WELLS FARGO MUNICIPAL CAPITAL
STRATEGIES, LLC, a Delaware limited liability
company**

By: _____

FORM OF REQUEST FOR ADVANCE

REQUEST FOR ADVANCE

Advance No. __

Project No. __

Attention: _____

The undersigned County Representative of Fairfax County, Virginia (the “County”), and FCEDA Representative of the Fairfax County Economic Development Authority (the “Authority”), refers to the Master Credit Agreement, dated as of _____, 2024 (together with any amendments or supplements thereto, the “Agreement”) among the Authority, the County, and Wells Fargo Municipal Capital Strategies, LLC, a Delaware limited liability company (the “Bank”), and hereby requests, pursuant to Section 2.1 of the Agreement, that the Bank make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance:

1. The aggregate amount of the proposed Advance is \$ _____; and
2. The aggregate amount of the Advance shall be used solely to finance or refinance the costs of acquisition of a [Tax-Exempt/Taxable] Project, described on Attachment A to this notice, pursuant to the Agreement.
3. The funds for such Advance are to [pay costs of a [Tax-Exempt/Taxable] Project/ repay an outstanding Advance].
4. The _____ Period at which such Advance shall bear interest is _____ month.
5. The Maturity Date of the proposed Advance is _____.
6. The proposed Advance shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Wire instructions]

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, 20__.

FAIRFAX COUNTY, VIRGINIA

By: _____

Name:

Title: County Representative

FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name:

Title: FCEDA Representative

FORM OF ____ PERIOD REQUEST

____ PERIOD REQUEST

Attention: _____

The undersigned County Representative of Fairfax County, Virginia (the “County”), and FCEDA Representative of the Fairfax County Economic Development Authority (the “Authority”), refers to the Master Credit Agreement, dated as of _____, 2024 (together with any amendments or supplements thereto, the “Agreement”), among the Authority, the County, and Wells Fargo Municipal Capital Strategies, LLC, a Delaware limited liability company (the “Bank”) and hereby requests, that the Bank reset the ____ Period for the Advance initially received on _____, 20____ from the Bank under the Agreement, and in that connection sets forth below the following information relating to such Advance and its applicable ____ Periods:

1. The applicable Advance was initially received on _____ and relates to [add description of Project];

1. The date the current ____ Period expires is _____, 20__; and

2. The County requests that on _____, 20__ the ____ Period for such Advance be reset to a [_____] month ____ Period which shall end on _____, 20__.

IN WITNESS WHEREOF, this Certificate has been executed this _____ day of _____, 20__.

FAIRFAX COUNTY, VIRGINIA

By: _____

Name:
Title: County Representative

FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

By: _____

Name:
Title: FCEDA Representative

FORM OF NOTE

Date of Note: _____, 20__

Interest Rate: As set forth on Attachment A hereto

FOR VALUE RECEIVED, FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the “FCEDA”), does hereby covenant and promise to pay to WELLS FARGO MUNICIPAL CAPITAL STRATEGIES, LLC, a Delaware limited liability company (hereinafter with its successors or assigns being collectively termed the “Bank”), ON THE SCHEDULED TERMINATION DATE OR ANY ACCELERATION TO THE SCHEDULED TERMINATION DATE at its principal office at _____, or at such other place or places as the Bank may designate to FCEDA in writing from time to time, in immediately available funds, the Amount of this Note, or so much of the Commitment as may be Advanced by the Bank (the “Principal Amount”), pursuant to the Master Credit Agreement (as defined below) and the unpaid interest upon such Principal Amount until this Note is paid in full. This Note is being issued pursuant to and is further subject to the terms of that certain Master Credit Agreement, dated as of _____, 2024, among the FCEDA, Fairfax County, Virginia (the “County”), and the Bank (the “Master Credit Agreement”). Capitalized terms used and not otherwise defined herein have the meanings assigned to such terms in the Master Credit Agreement.

FCEDA promises to pay interest on the unpaid Principal Amount of this Note on the dates and at the rates and times and in all cases in accordance with the Master Credit Agreement. All payments of principal and interest must be made to the Bank in lawful money of the United States of America in immediately available funds. The Bank will endorse its records relating to this Note with appropriate notations evidencing the Advances made for financing [Tax-Exempt or Taxable Projects] under the Master Credit Agreement and payments of principal hereunder as contemplated by the Master Credit Agreement.

This is a limited obligation of FCEDA payable solely from the from the amounts described in the Master Credit Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including FCEDA and the Fairfax County, Virginia) are pledged to the payment of the principal of or the interest or premium, if any, on this Note. The issuance of this Note does not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including FCEDA and Fairfax County, Virginia) to levy any taxes whatever therefor or to make appropriation for their payment except from the funds pledged therefor. FCEDA has no taxing power. The obligations of the County to make payments under the Master Credit Agreement in any fiscal year are subject to and contingent upon the annual appropriation by the Board of Supervisors of the County of money for such purpose.

As provided in the Master Credit Agreement, this Note is subject to prepayment, in whole or in part. In case an Event of Default (as defined in the Master Credit Agreement) occurs and is continuing, the principal of and accrued interest on this Note may be declared due and payable in the manner and with the effect provided in the Master Credit Agreement.

Notwithstanding that the Bank may make demand for payment of the Principal Amount upon the occurrence of an Event of Default, the Bank may, at its option, thereafter make Advances under the Master Credit Agreement and all such Advances will be evidenced by this Note regardless of whether or not the sums outstanding at the time of any such demand for payment have been paid.

All notices and other communications provided for under this Note must be delivered and be deemed delivered to the addresses specified above and in the manner provided in Section 7.2 of the Master Credit Agreement; or, as to each, at such other address as designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

This Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

All parties to this Note, whether FCEDA, principal, surety, guarantor or endorser, hereby waive valuation and appraisal, demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

This Note will be construed and enforced in accordance with the law of the Commonwealth of Virginia.

Signed and sealed as of _____, 20__.

FAIRFAX COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

[Seal]

By: _____
Name:
Title:

SPREAD LOCK AGREEMENT

This Spread Lock Agreement is entered into as of [December __, 2023] (this “*Agreement*”), FAIRFAX COUNTY, VIRGINIA (the “*County*”) and WELLS FARGO BANK, NATIONAL ASSOCIATION (the “*Bank*”), to provide the County with a rate commitment (the “*Rate*”) for the extension of credit to the County in the form of a revolving line of credit by the Bank to the County (the “*Revolving Line*”). The Revolving Line will have the terms set forth in Exhibit A and will be provided by the Bank to the County in the form of a Master Credit Agreement and related promissory note (collectively, the “*Credit Agreement*”).

Subject to the satisfaction of the terms and conditions set forth herein and in Exhibit B attached hereto (the “*Terms and Conditions*”), the Bank, or a wholly-owned subsidiary of the Bank, hereby offers the Rate at a (a) tax-exempt variable rate per annum equal to the sum of 80% of Daily Simple SOFR plus (b) 45 basis points (0.45%) and taxable variable rate per annum equal to the sum of 100% of Daily Simple SOFR plus 70 basis points (0.70%), for a principal amount not to exceed at any one time of \$90,000,000, such Rate to apply so long as the Credit Agreement is executed and delivered on or before February 15, 2024 (the “*Rate Lock Expiration Date*”). Notwithstanding the foregoing, the Bank’s commitment to provide the Revolving Line shall be subject to: (i) the satisfaction of the terms and conditions set forth in the term sheet attached as Exhibit C hereto (the “*Term Sheet*”), including, but not limited to, the execution and delivery of the Credit Agreement in form and substance satisfactory to the Bank on or prior to the Rate Lock Expiration Date (such date of execution and delivery, the “*Closing Date*”); and (ii) the occurrence of no change in law that would prohibit the execution and delivery of the Credit Agreement.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE CREDIT AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles that would require the application of different governing law. No modification or waiver of any of the terms of this Agreement will be valid unless agreed to in writing by the Bank and the County. When accepted, this Agreement will constitute the entire agreement between the Bank and the County concerning the Rate and shall supersede all prior and contemporaneous understandings and agreements (written or oral) relating thereto. This Agreement may be delivered by the exchange of signed signature pages by email delivery of a pdf copy, and any printed or copied version of any signature page so delivered will have the same force and effect as an originally signed version of such signature page. This Agreement shall become effective upon satisfaction of the conditions set forth herein, execution by the Bank and the Bank’s receipt of counterpart hereof executed by the County.

To accept this Agreement, please sign the enclosed copy where indicated below and return it to the Bank no later than the Bank’s close of business on December 31, 2023 (such date of

execution and delivery, the “*Rate Lock Closing Date*”). If this Agreement is not accepted by said date, this Agreement will automatically terminate without liability or further obligation of the Bank.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Spread Lock Agreement to be duly executed and delivered by their respective officers as of the date first written above.

FAIRFAX COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A

SUMMARY OF TERMS

1. Principal Amount of the Revolving Line: \$90,000,000
2. Maturity Date: Three years from the Closing Date of the Credit Agreement
3. Unused Commitment Fee: 17 basis points (0.17%)
4. Interest Payment Frequency: Semi-annual
5. Interest Payment Dates: [_____]
6. Interest Accrual: Actual/360
7. Calculation Agent: Wells Fargo Bank, National Association
8. Benchmark Floor: Zero percent (0.00%)
9. Rounding: Fifth decimal
10. Rate Determination Date: Five U.S. Government Securities Business Days prior to each Rate Reset Date
11. Rate Reset Date: Daily
12. Optional Prepayment: On any Business Day with written notice
13. Tax Treatment of Interest: Interest on Advances shall be taxable or tax-exempt at the option of the County.
14. Principal Payment Date: On the Maturity Date.

EXHIBIT B

TERMS AND CONDITIONS

The obligation of the Bank to lock the Rate is subject to the conditions precedent that the Bank shall have received, on or before the Rate Lock Closing Date, the items listed below, each dated and in form and substance as is satisfactory to the Bank:

1. an executed copy of the Spread Lock Agreement and the Term Sheet; and
2. a certificate by an authorized officer of the County certifying the names and signatures of the persons authorized to sign, on behalf of the County, the Spread Lock Agreement.

EXHIBIT C
TERM SHEET

**Summary of Preliminary Terms and Conditions ("Term Sheet")
Revolving Credit Agreement**

Fairfax County Economic Development Authority

Date: December 18, 2023

TRANSACTION SUMMARY:

Obligor:	Fairfax County, Virginia (the "County" or the "Obligor").
Issuer:	Fairfax County Economic Development Authority (the "Issuer")
Facility Amount:	In the maximum amount of up to \$90,000,000.
Facility Type:	A Revolving Credit Facility allowing both taxable and tax-exempt advances (the "Facility").
Use of Proceeds:	To provide interim financing for the costs of planning, developing, acquiring, constructing, improving, renovating, and equipping facilities described in the County's Capital Improvement Plan (the "CIP") or similar projects not described in the CIP but which may be subsequently approved by the Board of Supervisors for public purposes consistent with the above description for the benefit of the County or its subdivisions.
Bank:	Wells Fargo Bank, National Association or its wholly-owned subsidiary, Wells Fargo Municipal Capital Strategies, LLC ("Wells Fargo" or the "Bank").
Term:	Three years from the effective date of the Facility.
Financing Documents:	The Financing Documents will consist of the Master Credit Agreement (the "Agreement") among the Issuer, the County and the Bank, which will obligate the Bank to make advances ("Advances") to the Issuer for the benefit of the County up to the Maximum Facility Amount. Taxable Advances will be evidenced by a promissory note (the "Taxable Note") and tax-exempt Advances will be evidenced by a separate promissory note (the "Tax-Exempt Note" and, together with the Taxable Note, herein the "Notes"). The Agreement shall be in the form of Attachment C – Master Credit Agreement to the RFP (the "Form Agreement") with such changes as set forth in this Term Sheet and the Comment Memorandum prepared by the Bank's counsel.

Repayment: Semiannual interest only payments with a final balloon payment equal to the remaining principal plus accrued interest due at maturity.

Interest shall be calculated on the basis of a 360-day year and the actual days elapsed and shall be paid semiannually in arrears.

Tax Treatment: Interest on the Tax-Exempt Note shall be excludable from gross income for federal income tax purposes. The Obligor shall take all steps necessary to maintain such tax-exempt status. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank and its counsel which concludes that interest on the Tax-Exempt Note is excludable from gross income for federal income tax purposes. Interest on the Taxable Note shall be includable in gross income for federal income tax purposes.

Security: The obligation of the Authority, or the County for the account of the Authority, to make payments under the Master Credit Agreement in each fiscal year will be subject to annual appropriation of the funds by the Board of Supervisors for such purpose. The source of such appropriation will be the County's General Fund.

Advance Mechanics: The Obligor may request Advances under the Facility by providing written notice to the Bank and upon satisfaction of the conditions precedent to each advance as described below.

- Advances: Minimum amount of \$100,000
- Frequency: Not more than two Advances per month.
- Notice: 2 Business Days
- Once advanced and repaid, amounts may be re-borrowed under the Facility.

Conditions to Each Advance: Usual and customary for transactions of this type including, but not limited to: (i) timely delivery of duly completed request for Advance; (ii) all representations and warranties are true and correct as of the date of each Advance, and (iii) no potential default or Event of Default exists at the time of, or after giving effect to the making of, such Advance.

INTEREST RATES AND OTHER KEY PROVISIONS:

Drawn Rate:

The Advances shall initially bear interest at a per annum rate of interest equal to the sum of (i) the product of the Index and the Applicable Factor and (ii) the Applicable Spread (the "Drawn Rate"), subject to adjustment as provided below. The Index will be SOFR and the County may choose from options of Daily Simple SOFR or One Month Term SOFR in connection with each Advance.

Term	Tax-Exempt Applicable Spread	
(years)	Applicable Factor: 80%	
	Index: Daily Simple SOFR	Index: One Month Term SOFR
3	Applicable Spread: 45 bps	Applicable Spread: [TBD] bps

Term	Taxable Applicable Spread	
(years)	Applicable Factor: 100%	
	Index: Daily Simple SOFR*	Index: One Month Term SOFR
3	Applicable Spread: 70 bps	Applicable Spread: [TBD] bps

At any time when SOFR is less than 0.00%, SOFR shall be deemed to be 0.00% for purposes of calculating the Interest Rate. The Financing Documents will contain benchmark-replacement provisions to address what will happen should the benchmark be discontinued or become unrepresentative of underlying markets.

Undrawn Fee:

17 bps

The Undrawn Fee shall be computed on the undrawn amount available under the Facility, calculated on the basis of a 360-day year and the actual days elapsed, and shall be paid semiannually in arrears.

Downgrade Pricing:

The Undrawn Fee Rate and SOFR Interest Rate Margin are subject to the maintenance of the current ratings assigned to the long-term, unenhanced bonds issued under the Issuer's Master Trust Agreement dated January 1, 2005 ("MTA Debt"). The Undrawn Fee Rate and SOFR Interest Rate Margin will be increased upon each downgrade of any MTA Debt below its current ratings of Aa1/AA+/AA+ by the corresponding additional basis points reflected below:

MTA Debt Rating (Moody's/S&P/Fitch)	Increase to Undrawn Fee Rate	Increase to SOFR Interest Rate Margin
Aa1/AA+/AA+ to Aa2/AA/AA	+0 bps	+0 bps
Aa2/AA/AA to Aa3/AA-/AA-	+5 bps	+15 bps
Aa3/AA-/AA- to A1/A+/A+	+5 bps	+15 bps
A1/A+/A+ to A2/A/A	+5 bps	+15 bps
A2/A/A to A3/A-/A-	+5 bps	+15 bps
A3/A-/A- to Baa1/BBB+/BBB+	+15 bps	+25 bps
Baa1/BBB+/BBB+ to Baa2/BBB/BBB	+25 bps	+35 bps
Baa2/BBB/BBB to Baa3/BBB-/BBB-	+35 bps	+50 bps

In the event of split ratings (i.e., the rating of one Rating Agency is not equivalent to the rating of any other Rating Agency), the lowest rating shall be used for the purpose of determining the applicable level from the above grid.

Upon the occurrence and during the continuance of an Event of Default then the Undrawn Fee Rate shall automatically increase to the Undrawn Fee Rate which would apply if any rating assigned to MTA Debt is Baa3/BBB-/BBB- plus one hundred basis points (1.00%) per annum and all Advances shall bear interest at the Default Rate.

All of the foregoing pricing increases shall be cumulative.

References above are to rating categories as presently determined by the rating agencies, and in the event of the adoption of any new or changed rating system or a "global" rating scale by any such rating agency, the rating categories shall be adjusted accordingly to a new rating which most closely approximates the ratings currently in effect.

Taxable Rate:

In the event a determination of taxability shall occur with respect to Advances on the Tax-Exempt Note, the Drawn Rate shall

increase to the Taxable Rate. The Taxable Rate shall be the product of (i) the Drawn Rate and (ii) one divided by one minus the prevailing Maximum Federal Corporate Tax Rate in effect on the date of calculation. Additionally, the Obligor shall pay to the Bank any payments, including any taxes, interest, penalties or other charges, the Bank shall be obligated to make as a result of the determination of taxability.

Default Rate:

The greatest of:

- (i) The Bank's Prime Rate plus 4.00%;
- (ii) The Federal Funds Rate plus 5.00%; or
- (iii) 10.00%.

Optional Prepayment:

Permitted in whole or in part, with prior notice but without premium or penalty and including accrued and unpaid interest, subject to limitations as to minimum amounts of prepayments; and subject to SOFR breakage, if any, for prepayments of Advances bearing interest at One Month Term SOFR.

DOCUMENTATION AND COVENANTS:**General:**

Financing Documents will include the Credit Agreement prepared by Bond Counsel and Bank Counsel. The Credit Agreement and any related documents, including any collateral security documents, are herein collectively referred to as the "Financing Documents".

**Conditions Precedent
to Closing:**

The Credit Agreement will include conditions to closing that would be usual and customary for this type of financing, including without limitation:

1. Execution and delivery of the Financing Documents;
2. Delivery of resolutions of the Board of Supervisors of the County and the governing body of the Issuer evidencing the authorization of the Financing Documents, an incumbency certificate, and such other certificates, authorizations and opinions requested, all in form and substance satisfactory to the Bank;
3. Receipt of Opinion of Bond Counsel and Obligor/Issuer Counsel acceptable to the Bank and Bank Counsel;
4. Absence of any change in, or interpretation/administration of, law, rule or regulation that may adversely affect the consummation of the transaction;
5. Absence of any material adverse change in the Obligor/Issuer since June 30, 2023;
6. Disclosure of any pending or threatened litigation;

7. Receipt of recent audited financial statements
8. The unenhanced long-term credit rating on the MTA Debt shall be not less than Aa1/AA+;
9. Payment of accrued fees and expenses; and
10. The Bank shall have reviewed to its satisfaction any additional documentation and financial information it finds relevant.

**Representations
and Warranties:**

As set forth in the Form Agreement and to include the Bank's standard anti-terrorism / anti-money laundering provisions and representation as to material pending legislation.

Other Covenants:

As set forth in the Form Agreement and to include the Bank's standard anti-terrorism / anti-money laundering provisions; and covenant to maintain two long-term ratings.

**Reporting
Requirements:**

Delivery of audited annual financial statements within 240 days of fiscal year end, delivery of annual budget no later than 60 days after fiscal year end, and notices of default and material litigation proceedings.

EVENTS OF DEFAULT AND REMEDIES:**Events of Default and
Remedies:**

As set forth in the Form Agreement and to include cross-default to other indebtedness subject to appropriation; bankruptcy and debt moratorium; judgment defaults in excess of a threshold; and rating downgrades below investment grade by any rating agency.

**Remedies Upon Event
Of Default:**

Upon the occurrence and during the continuance of an Event of Default, Advances and all other amounts outstanding under the Facility shall bear interest at the Default Rate, the Bank's obligation to make Advances shall terminate, the Bank may demand all outstanding amounts immediately due and payable or exercise any other rights or remedies available by law or under contract.

OTHER FEES AND EXPENSES:**Bank Counsel:**

Estimated at \$35,000 and capped at \$40,000 plus fees and expenses, subject to increase if the transaction is not closed within 60 days, if the security or structure of the transaction changes materially, or if other complexities develop.

**Termination /
Reduction Fee:**

If the Facility is terminated or permanently reduced for any reason within the first year following its delivery, on the date of such termination/reduction the obligor will be required to pay (i) all amounts then due and owing to the Bank and (ii) a termination/reduction fee equal to the product of the Undrawn Fee Rate and amount by which the Facility Amount is reduced (the entire Facility Amount in the case of a termination) for the period from the date of such termination/reduction through the first anniversary of the effective date.

**Other Fees and
Expenses:**

Obligor shall be responsible for all out of pocket costs and expenses of the Bank incurred in connection with the negotiation, execution, delivery, administration and enforcement of the Facility, including, without limitation, the legal fees and expenses of counsel to the Bank, whether or not the Facility closes.

GOVERNING LAW / JURY TRIAL:**Governing Law:**

This term sheet, the Credit Agreement and any other documents to which the Bank shall become a party will be governed by the laws of the Commonwealth of Virginia.

Jury Trial:

To the extent permitted by law, the Obligor agrees to waive a jury trial in any proceeding involving the Bank.

MISCELLANEOUS:**Bank Contacts:**

Name: David N. Ryder
Title: Senior Vice President
Address: 1700 K Street NW
Washington, DC 20006
Telephone: 202.449.8732
Email: dave.ryder@wellsfargo.com

**Bank Counsel
Contacts:**

Name: Andrew Borders
Firm: Kutak Rock LLP
Address: 2300 Main Street, Suite 800

Kansas City, MO 64108

Telephone: 816.502.4624

Email: andrew.borders@kutakrock.com

Participations:

The Bank reserves the right in its sole discretion to sell participations in the Facility.

Expenses:

The Obligor shall pay (i) all reasonable out of pocket expenses incurred by the Bank and its affiliates (including the reasonable fees, charges and disbursements of counsel for the Bank), in connection with the preparation, negotiation, execution, delivery and administration of the Agreement and the other Financing Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated) and (ii) all out of pocket expenses incurred by the Bank (including the fees, charges and disbursements of any counsel for the Bank) in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Financing Documents and (B) in connection with the Advances, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Advances.

EMMA Filing:

Any filings of Financing Documents with the MSRB's EMMA site following the closing of the transaction shall not include sensitive or confidential information regarding the Bank.

**No Advisory or
Fiduciary Role:**

The Obligor acknowledges and agrees that: (i) Wells Fargo Bank, N.A. has not assumed any advisory or fiduciary responsibility to the Obligor with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Wells Fargo Bank, N.A. or its affiliates have provided other services or are currently providing other services to the Obligor on other matters); (ii) the only obligations Wells Fargo Bank, N.A. has to the Obligor with respect to the transaction contemplated hereby expressly are set forth in this term sheet; and (iii) the Obligor has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Confidentiality:

This Term Sheet is confidential and proprietary, and terms herein may not be disclosed without our prior written consent, except to your professional advisors in connection with this Financing

who agree to be bound by such confidentiality requirements, or as may be required by law.

Closing:

This expression of interest is not intended to be, and should not be construed as, a commitment to enter into a transaction, nor should it be construed as an attempt to establish all of the terms and conditions relating to such proposed transaction. It is intended only to be indicative of how the operative documents might be structured, and not to preclude negotiations over these or any other terms and conditions. The availability of the proposed transaction and the related indicative pricing and terms may be impacted due to changes or disruptions in the markets and /or governmental, regulatory or supervisory events or conditions. The execution versions of agreements containing final terms and conditions, if any, would be subject to approval by Obligor and Bank.

We anticipate the credit process will take approximately 15 business days from receipt of this document and possession of all materials necessary to undertake a full credit analysis.

Unless this term sheet is earlier rescinded, it shall expire automatically without further action or notice by the Bank on 60 days from the date hereof.

RFP 2000003753 – List of Offerors

Name	SWAM Status
Wells Fargo Bank, N.A.	Large
JPMorgan Chase	Large
TD Bank	Large

Board Agenda Item
January 23, 2024

ACTION – 5

Approval of Project Agreements 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) to sign eleven Project Agreements with DRPT to enable the County's receipt of FY 2024 transit capital and operating assistance.

RECOMMENDATION:

The County Executive recommends that the Board authorize the Director of the Fairfax County Department of Transportation to sign eleven Project Agreements between DRPT and Fairfax County, shown in Attachments 1 through 11, for FY 2024 transit capital and operating assistance.

TIMING:

The Board of Supervisors should act on this item on January 23, 2024, so that DRPT can release FY 2024 transit capital and operations funding to Fairfax County.

BACKGROUND:

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

FY 2024 I-95 HOT Lanes Operating Assistance (Route 393) Project Agreement – Total Grant Funds: \$387,593

- The I-95 Corridor Transit and Transportation Demand Management (TDM) Plan was developed in collaboration with the Secretary of Transportation and the Office of Public and Private Partnerships to provide the Commonwealth of Virginia with recommendations for operations and capital investments to complement the I-95 High Occupancy Toll/High Occupancy Vehicle (HOT/HOV) lanes improvements. The plan is derived from the 2008 DRPT I-95/I-395 Transit/TDM Study and is intended to maximize the use of the HOT/HOV lanes

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network and respond to the demand for increased public transit service. The plan identified cost-effective transit and TDM improvements for the I-95 corridor for 2015, 2035, and beyond. These improvements receive funding through an operating assistance grant.

Fairfax County was awarded a grant to fund the operating costs of Fairfax Connector Route 393, which operates from the Saratoga Park-and-Ride Lot and the Gambrill Road Park-and-Ride Lot in the Springfield area to the Mark Center and the Pentagon. In accordance with Attachment 1, Project Agreement 72024-60, state grant funding in the amount of \$387,593 for Fairfax Connector Route 393 operating assistance was approved in DRPT's Fiscal Year 2024 Six-Year Improvement Program.

- Attachment 1 (Project Number 72024-60) – I-95 HOT Lanes Operating Assistance

DRPT Capital and Operating Assistance Project Agreements – Total Grant Funds:
\$65,431,607

- For more than 30 years, the Commonwealth has disbursed state transit assistance to the Northern Virginia jurisdictions through the Northern Virginia Transportation Commission (NVTC). Pursuant to the Code of Virginia, NVTC uses a Subsidy Allocation Model (SAM) to distribute regional transit funding among the jurisdictions. Funds from the following agreements will be distributed:
 - Attachment 2 (Grant Number 72024-24) – Fiscal Year 2024 Operating Assistance for the Grantee's Transit Operations: \$26,403,560
 - Attachment 3 (Project Number 73024-46) – Purchase Shop Equipment (Miscellaneous Shop Equipment): \$660,000
 - Attachment 4 (Project Number 73024-47) – Rehab/Renovation of Customer Facility (Tysons West Park): \$1,800,000
 - Attachment 5 (Project Number 73024-48) – Third-Party Project Management (Fleet & Facilities Maintenance): \$1,100,000
 - Attachment 6 (Project Number 73024-49) – Transit Infrastructure (Bus Stop Amenities): \$1,200,000
 - Attachment 7 (Project Number 73024-50) – Rehab/Renovation of Customer Facility (Burke VRE Parking Facility): \$250,000
 - Attachment 8 (Project Number 73024-51) – Purchase 45 Replacement - Large, Heavy-duty Transit (35'-40') Buses: \$31,238,049
 - Attachment 9 (Project Number 73024-52) – Vehicle Mid-life Overhauls for 19 Large, Heavy Duty Buses: \$2,599,998
 - Attachment 10 (Project Number 73024-53) – Purchase Two (2) Replacement Support Vehicles - Sedan, SUV: \$180,000

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DRPT I-66 Outside the Beltway Transit Operating Assistance – Total Grant Funds:
\$1,084,971

- Route 663 (Stringfellow – Monument – Vienna Metrorail Station): Route 663 will operate weekday peak-only bus service between the Stringfellow Road Park-and-Ride lot and the Vienna Metrorail Station via the I-66 toll express lanes (to achieve consistent travel times). The route plans to make an intermediate stop at the Monument Drive Park-and-Ride lot. Route 663 will provide access to 22 other bus routes operated by three service providers (Fairfax Connector, Metrobus, and CUE) as well as the Metrorail system, thereby extending access to employment centers in Fairfax County, Arlington, and Washington, D.C. The route will feature 20-minute headways.
- Route 698 (Stringfellow – Vienna Metrorail Station – Pentagon): Route 698 will be extended to operate weekday peak-only bus service between the Stringfellow Park-and-Ride lot and the Pentagon Transit Center via Route 110 and the I-66 toll express lanes (to achieve consistent travel times). This route will operate as a peak direction express route, with eastbound trips in the morning and westbound trips in the afternoon. The route will make an intermediate stop at the Vienna Metrorail Station. Route 698 will provide access to 58 other bus routes operated by seven service providers (Fairfax Connector, Metrobus, Loudoun County, ART, CUE, DASH, and Omni Ride) as well as the Metrorail system, thereby extending access to major employment centers in Fairfax County, Alexandria, Arlington, and Washington, D.C. The route will feature 15-minute headways:
 - Attachment 11 (Project Number 79324-01) – Provide I-66 Commuter Transit Services Along the I-66 Express Lanes

EQUITY IMPACT:

The use of these grant funds should have a neutral or positive impact on equity. All agreements included in this Board item are for transit capital and operating 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 eleven attached agreements include \$66,904,171 in funding for approved Fairfax County transit capital projects and operating assistance for FY 2024, including \$54,415,196 in state funds and a required local share match of \$12,488,975. The County will be responsible for any costs beyond the amounts supported by the agreements. These awards were anticipated in the FY 2024 Adopted Budget Plan and

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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. The balance of the award will be held at NVTC and incorporated in a similar manner in FY 2025. There is no additional fiscal impact associated with these agreements.

ENCLOSED DOCUMENTS:

- Attachment 1: (Project Number 72024-60) – I-95 HOT Lanes Operating Assistance
- Attachment 2: (Grant Number 72024-24) – Fiscal Year 2024 Operating Assistance for the Grantee's Transit Operations
- Attachment 3: (Project Number 73024-46) – Purchase Shop Equipment (Miscellaneous Shop Equipment)
- Attachment 4: (Project Number 73024-47) – Rehab/Renovation of Customer Facility (Tysons West Park)
- Attachment 5: (Project Number 73024-48) – Third-Party Project Management (Fleet & Facilities Maintenance)
- Attachment 6: (Project Number 73024-49) – Transit Infrastructure (Bus Stop Amenities)
- Attachment 7: (Project Number 73024-50) – Rehab/Renovation of Customer Facility (Burke VRE Parking Facility)
- Attachment 8: (Project Number 73024-51) – Purchase 45 Replacement - Large, Heavy-duty Transit (35'-40') Buses
- Attachment 9: (Project Number 73024-52) – Vehicle Mid-life Overhauls for 19 Large, Heavy Duty Buses
- Attachment 10: (Project Number 73024-53) – Purchase Two (2) Replacement Support Vehicles - Sedan, SUV
- Attachment 11: (Project Number 79324-01) – Provide I-66 Commuter Transit Services Along the I-66 Express Lanes

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
Malcolm Watson, Transportation Planner, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 72024-60**

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

WHEREAS, the Grantee submitted an application for the I-95 HOT Lanes Operating Assistance Program for funding for the Project; and

WHEREAS, the Department has approved funding for the Project; and on June 21, 2023, 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. Provide I-95 HOT lanes operating assistance.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$387,593 for the Project approved in the Fiscal Year 2024 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.
5. The State grant funding amount is calculated based on a 20 percent farebox recovery rate. If the farebox recovery rate exceeds 20 percent for the grant period, the Department will reduce future grants to the Grantee by the overfunded amount. If the actual farebox recovery rate falls below 20 percent for the grant period, the Grantee can request an amendment to this Project Agreement to provide for the additional net operating costs incurred.

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

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

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: I-95 HOT Lanes Operating Assistance

State Project Agreement

Project Number: 72024-60

Project Start Date: July 1, 2023

Project Expiration Date: June 30, 2024

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 100%)	\$387,593
	Total Project Expense	\$387,593

In no event shall this grant exceed \$387,593.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Grant Number 72024-24**

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

WHEREAS, the Northern Virginia Transportation Commission (“NVTC”), as authorized agent of the Grantee, submitted an application on the Grantee's behalf to the Operating 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, 2023, 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. Provide Fiscal Year 2024 transit services.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$26,403,560 for the Project approved in the Fiscal Year 2024 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

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

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

**Project: Fiscal Year 2024 Operating Assistance for
the Grantee's Transit Operations**

State Operating Project Agreement

Project Number: 72024-24

Project Start Date: July 1, 2023

Project Expiration Date: June 30, 2024

Operating Assistance Payment Schedule

Payment No.	Estimated Payment Date	Payment Amount
1	August 15, 2023	\$ 6,600,890
2	November 15, 2023	\$ 6,600,890
3	February 15, 2024	\$ 6,600,890
4	May 15, 2024	\$ 6,600,890
TOTAL GRANT AMOUNT		\$26,403,560

In no event shall this grant exceed \$26,403,560.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-46**

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, 2023, 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 shop equipment (Miscellaneous Shop Equipment).
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$448,800 for the Project approved in the Fiscal Year 2024 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
3. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
4. The Grantee acknowledges that state grant funding for this grant is subject to appropriation by the General Assembly and allocation by the CTB.

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

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

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

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION

By: _____
Director

Date Signed: _____

By: _____

Title: _____

Date Signed: _____

Appendix 1

Grantee: Fairfax County

Project: Purchase shop equipment (Miscellaneous Shop Equipment).

Capital Assistance Program Project Agreement

Project Number: 73024-46

Project Start Date: July 1, 2023

Project Expiration Date: December 31, 2024

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$448,800
1400	Local expense (share of Project cost - 32%)	\$211,200
	Total Project Expense	\$660,000

In no event shall this grant exceed \$448,800.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-47**

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, 2023, 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. Rehab/ Renovation of Customer Facility (Tysons West Park).
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$1,224,0000 for the Project approved in the Fiscal Year 2024 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: Rehab/ Renovation of Customer Facility (Tysons West Park)

Capital Assistance Program Project Agreement

Project Number: 73024-47

Project Start Date: July 1, 2023

Project Expiration Date: June 30, 2025

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$1,224,000
1400	Local expense (share of Project cost - 32%)	\$ 576,000
	Total Project Expense	\$1,800,000

In no event shall this grant exceed \$1,224,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-48**

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, 2023, 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. Third-Party Project Management (Fleet & Facilities Maintenance).
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$748,000 for the Project approved in the Fiscal Year 2024 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: Third-Party Project Management (Fleet & Facilities Maintenance)

Capital Assistance Program Project Agreement

Project Number: 73024-48

Project Start Date: July 1, 2023

Project Expiration Date: December 31, 2024

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$748,000
1400	Local expense (share of Project cost - 32%)	\$352,000
	Total Project Expense	\$1,100,000

In no event shall this grant exceed \$748,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-49**

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, 2023, 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. Transit Infrastructure (Bus Stop Amenities).
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$816,000 for the Project approved in the Fiscal Year 2024 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: Transit Infrastructure (Bus Stop Amenities)

Capital Assistance Program Project Agreement

Project Number: 73024-49

Project Start Date: July 1, 2023

Project Expiration Date: June 30, 2025

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$816,000
1400	Local expense (share of Project cost - 32%)	\$384,000
	Total Project Expense	\$1,200,000

In no event shall this grant exceed \$816,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-50**

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, 2023, 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. Rehab/Renovation of Customer Facility (Burke VRE Parking Facility).
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$170,000 for the Project approved in the Fiscal Year 2024 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: Rehab/Renovation of Customer Facility (Burke VRE Parking Facility)

Capital Assistance Program Project Agreement

Project Number: 73024-50

Project Start Date: July 1, 2023

Project Expiration Date: June 30, 2025

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$170,000
1400	Local expense (share of Project cost - 32%)	\$80,000
	Total Project Expense	\$250,000

In no event shall this grant exceed \$170,000.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-51**

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, 2023, 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 45 replacement - large, heavy-duty transit 35'-40' buses.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$21,241,873 for the Project approved in the Fiscal Year 2024 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 45 replacement - large, heavy-duty transit 35'-40' buses

VINs to be Replaced:

1VHFD3G2386704326, 1VHFD3G2486704335, 1VHFD3G2486704402
1VHFD3G2586704294, 1VHFD3G2586704313, 1VHFD3G2686704322
1VHFD3G2786704314, 1VHFD3G2886704323, 1VHFD3G2986704329
1VHFD3G2X86704338, 5FYD5FV109B035159, 5FYD5FV109B035162
5FYD5FV109B036747, 5FYD5FV119B035154, 5FYD5FV119B036739
5FYD5FV129B035163, 5FYD5FV129B036751, 5FYD5FV139B035155
5FYD5FV139B036743, 5FYD5FV139B036760, 5FYD5FV149B035164
5FYD5FV149B036749, 5FYD5FV149B036752, 5FYD5FV159B035156
5FYD5FV159B036744, 5FYD5FV159B036758, 5FYD5FV159B036761
5FYD5FV169B035165, 5FYD5FV169B036736, 5FYD5FV169B036753
5FYD5FV179B035157, 5FYD5FV179B035160, 5FYD5FV179B036745
5FYD5FV179B036759, 5FYD5FV179B036762, 5FYD5FV189B035166
5FYD5FV189B036737, 5FYD5FV189B036740, 5FYD5FV189B036754
5FYD5FV199B035161, 5FYD5FV199B036746, 5FYD5FV1X9B036741
5FYD5FV1X9B036755, 5FYD5YV139B036757, 5FYDFV5119B036742

Capital Assistance Program Project Agreement

Project Number: 73024-51

Project Start Date: July 1, 2023

Project Expiration Date: June 30, 2025

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$21,241,873
1400	Local expense (share of Project cost - 32%)	\$9,996,176
	Total Project Expense	\$31,238,049

In no event shall this grant exceed \$21,241,873.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-52**

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, 2023, 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. Complete vehicle mid-life overhauls for 19 large, heavy-duty buses.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$1,767,999 for the Project approved in the Fiscal Year 2024 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: Vehicle Mid-life Overhauls for 19 Large, Heavy Duty Buses

Capital Assistance Program Project Agreement

Project Number: 73024-52

Project Start Date: July 1, 2023

Project Expiration Date: December 31, 2024

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$1,767,999
1400	Local expense (share of Project cost - 32%)	\$831,999
	Total Project Expense	\$2,599,998

In no event shall this grant exceed \$1,767,999.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 73024-53**

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, 2023, 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 two (2) replacement support vehicles - Sedan, SUV.
2. The Department agrees to provide funding as detailed below:
 - a. State grant funding in the amount of \$122,400 for the Project approved in the Fiscal Year 2024 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 two (2) replacement support vehicles - Sedan, SUV

**VINs to be Replaced:
1FDUF5HT2DEB36260
3FAHP0GA1BR344233**

Capital Assistance Program Project Agreement

**Project Number: 73024-53
Project Start Date: July 1, 2023
Project Expiration Date: June 30, 2025**

Fund Code		Item Amount
0477	Grant Amount (State share of Project cost - 68%)	\$122,400
1400	Local expense (share of Project cost - 32%)	\$57,600
	Total Project Expense	\$180,000

In no event shall this grant exceed \$122,400.

**Project Agreement for Use of
Commonwealth Transportation Funds
Fiscal Year 2024
Six Year Improvement Program Approved Project
Project Number 79324-01**

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

WHEREAS, the Grantee has requested that the Department provide Transform 66 P3 Program funding for specific transit services identified in the Department's I-66 Corridor Transit & Transportation Demand Management Plan Update dated February 2020; and

WHEREAS, the Department has approved funding for the Project; and on June 21, 2023, 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. Provide I-66 commuter transit services along the I-66 Express Lanes as identified in the Department's I-66 Corridor Transit & Transportation Demand Management Plan Update dated February 2020. The specific services that are eligible to be funded through this Project Agreement include:
 - i. Fairfax Connector Route 663 – Stringfellow Road Park-and-Ride Lot to Vienna Metrorail Station. Intermediate stops served include the Monument Drive Park-and-Ride Lot.
 - ii. Fairfax Connector Route 698 – Stringfellow Park-and-Ride Lot to the Vienna Metrorail Station with through connections to the Pentagon during peak periods.
 - b. Submit quarterly performance reports, by electronic mail, to the Department, by the 30th day of each month following the end of a calendar quarter (i.e. January 30, April 30, July 30 and October 30), a report on services provided during the previous calendar quarter. In order to receive reimbursement by the Department under this Project Agreement, the Grantee must be current on its quarterly performance reporting requirements. The quarterly report shall include the following data:
 - i. Identification of transit services provided during the quarter (by dates, times, route numbers and run/trip numbers).
 - ii. Total ridership for the previous quarter for all trips provided on the specified eligible routes.
 - iii. Monthly ridership totals for the previous quarter for all trips provided on the specified eligible

routes.

- iv. Daily ridership totals for the previous quarter for all trips provided on the specified eligible routes.
 - v. Running month to month comparison of monthly ridership totals for all trips provided on the specified eligible routes.
 - vi. Monthly ridership totals for all trips provided on the specified eligible routes for the same months in the previous year (for year to year comparison).
 - vii. Passengers per revenue hour for the previous quarter for the specified eligible routes.
 - viii. Passengers per revenue mile for the previous month for the specified eligible routes.
3. The Department agrees to provide funding as detailed below:
- a. State grant funding in the amount of \$1,084,971 for the Project approved in the Fiscal Year 2024 Six Year Improvement Program. Details concerning this funding are contained in Appendix 1, which is attached and made a part of this Project Agreement.
4. The Project Agreement may be amended only upon written agreement of the Parties prior to the Project Expiration Date identified in Appendix 1.
5. 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: Provide I-66 Commuter Transit Services Along the I-66 Express Lanes as Identified in the Department's I-66 Corridor Transit & Transportation Demand Management Plan Update Dated February 2020
Operating Assistance Program Project Agreement**

**Project Number: 79324-01
Project Start Date: July 1, 2023
Project Expiration Date: June 30, 2025**

Fund Code		Item Amount
04314	Grant Amount (State share of Project cost - 100%)	\$1,084,971
	Total Project Expense	\$1,084,971

In no event shall this grant exceed \$1,084,971.

ACTION - 6

Approval and Authorization to Execute a Project Administration Agreement with the Virginia Department of Transportation for the Braddock Road Multimodal Phase I Project – Southampton Drive to Ravensworth Road (Braddock and Mason Districts)

ISSUE:

Board of Supervisors' approval of, and authorization for, the Director of the Fairfax County Department of Transportation (FCDOT) to execute a Project Administration Agreement (PAA) with the Virginia Department of Transportation (VDOT) for the implementation of the Braddock Road Multimodal Improvement Phase I project (Phase I).

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve a resolution (Attachment 1), authorizing the Director of FCDOT to execute a PAA with VDOT, substantially in the form of Attachment 2, which will secure full funding for Phase I of the project.

TIMING:

The Board of Supervisors (Board) should act on this item on January 23, 2024, so that VDOT can continue implementation of Phase I of the project.

BACKGROUND:

Braddock Road, which runs the entire length of Fairfax County, includes several congested segments, as well as many locations with gaps in the bicycle and pedestrian network. To address the issue, the County initiated the Braddock Road Multimodal Study in 2014.

On November 21, 2017, following analysis and extensive community input, the Board approved advancing implementation of the Braddock Road Multimodal Improvements project ("the overall project") from Guinea Road to Ravensworth Road. The overall project includes intersection and corridor improvements between Guinea Road and Ravensworth Road, as well as shared-use paths and related bicycle and pedestrian facilities. Following approval, the County submitted applications for funding for the overall project to the Commonwealth's Smart Scale program and the Northern Virginia Transportation Authority. The County has received Smart Scale funding for Phase I of

Board Agenda Item
January 23, 2024

the project, which includes multimodal improvements and access management enhancements along the Braddock Road corridor for approximately 2 miles (from Southampton Drive to Ravensworth Road and north on Ravensworth Road to Heritage Drive). The improvements include innovative intersection treatments (R-CUT and Median U-Turn) at Wakefield Chapel Road and Danbury Forest Drive, bicycle/pedestrian improvements (a shared used path on the north side and improvements to the existing path on the south side), and the extension of the southbound right turn lane from Ravensworth Road to westbound Braddock Road.

The Board has previously taken two separate funding-based actions related to this agreement. The dates of Board approval, and resulting actions, are:

- July 31, 2018, the Board approved two agreements with VDOT for the design of Braddock Road Multimodal Improvements project from Humphries Drive to Ravensworth Road. Those agreements secured \$11.3 million in Fund 40010, County and Regional Transportation Projects local revenue, towards funding Phases I and II of the project (Phase I - \$5.8 million for the section between Southampton Drive and Ravensworth Road, and Phase II - \$5.5 million for the section between Humphries Drive and Southampton).
- May 21, 2019, the Board approved an updated agreement with VDOT to reallocate the initial \$11.3 million. Under the updated agreement, \$5.4 million was provided for partial design of the overall project (Humphries Drive to Ravensworth Road), including an analysis of alternatives, preliminary design, and plan development. The remaining \$5.9 million was reserved to further advance Phase I and is being included as a funding source to fully fund the Phase I portion of the project.

This Board action covers all aspects of Phase I of the project (full design, right-of-way, utilities and construction) and specifies full funding for all aspects of Phase I of the project. The most recent agreement referred to in the above May 21, 2019, approval is included in Attachment 3 for reference.

EQUITY IMPACT:

The Project was included in the Board's Transportation Priority Plan (TPP) approved in December 2019. An equity analysis will be performed as the project advances.

FISCAL IMPACT:

This Project will be administered by VDOT, with local funding support. Staff has identified funds in the Braddock Road Improvements Phase I, Northern Virginia Transportation Authority 30 Percent project (2G40-160-000) from Fund 40010, County and Regional Transportation Projects, to provide the \$13,541,337 in local funding

Board Agenda Item
January 23, 2024

required by the PAA. The agreement proposes the local contribution be paid in FY 2029. The total project estimate is \$78,631,495. In addition to the local funds, the Project is currently funded with \$59,090,158 in Smart Scale state funds, and \$6,000,000 in other state and federal funds. There is no impact to the General Fund.

ENCLOSED DOCUMENTS:

Attachment 1: Agreement Execution Resolution for the Braddock Road Multimodal Improvement Phase I Project

Attachment 2: Project Administration Agreement (UPC 119477) for Braddock Road Multimodal Improvements

Attachment 3: Previous Project Administration Agreement (UPC 114627), executed following the May 21, 2019, Board Date

STAFF:

Rachel Flynn, Deputy County Executive

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

Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

Ray Johnson, Chief, Funding Section (FS), FCDOT

Smitha Chellappa, Senior Transportation Planner, FS, FCDOT

Michael Guarino, Chief, Capital Projects Section, FCDOT

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

RESOLUTION

AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX,
VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT FOR THE
BRADDOCK ROAD MULTIMODAL IMPROVEMENT PHASE I PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday, January 23, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, in accordance with the Commonwealth Transportation Board (CTB) construction allocation procedures, it is necessary that a resolution be received from the sponsoring local jurisdiction or agency requesting the Virginia Department of Transportation (VDOT) to establish a project(s), if not already established, in the County of Fairfax.

NOW, THEREFORE, BE IT RESOLVED, that the County of Fairfax requests the Commonwealth Transportation Board to establish a project(s), if not already established, for the funding of the Braddock Road Multimodal Improvement Phase I project, VDOT project number 0620-029-548, UPC 119477 (“Project”).

FURTHER BE IT RESOLVED, that the County of Fairfax hereby agrees to provide its share of the local contribution, in accordance with the Project Administration Agreement (“PAA” attached) and associated financial documents (Appendices A, B, and C of Attachment 2), executed pursuant to this resolution.

FURTHER BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the Director of the Fairfax County Department of Transportation to execute, on behalf of the County of Fairfax, the PAA with the Virginia Department of Transportation, for the funding of the Project.

ADOPTED this 23rd day of January, 2024

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

Project Number	UPC	Local Government
0620-029-548	119477	Fairfax County

THIS AGREEMENT, is hereby made and effective the date of the last (latest) signature set forth below, by and between the COUNTY OF FAIRFAX, VIRGINIA, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT. The DEPARTMENT and the LOCALITY are collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, the LOCALITY has expressed its desire to have the DEPARTMENT administer the work required to construct certain improvements within the Locality as described in Appendix C (the “Project”) and has agreed to fully or partially fund the Project as set forth in this Agreement; and

WHEREAS, the funds as shown in Appendix A have all been allocated to pay the costs of the Project; and

WHEREAS, the Parties have concurred with administering the Project in accordance with the program specific requirements shown in Appendix B, based on the allocated funding for the Project as shown in the Appendix A; and

WHEREAS, the LOCALITY has requested that the DEPARTMENT design and construct the Project in accordance with the scope of work described in Appendix C, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, the Parties have concurred in the DEPARTMENT's administration of the Project identified in this Agreement, including Appendices A, B, and C, and in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the LOCALITY's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement and has demonstrated the LOCALITY'S commitment to providing local funding for the Project.

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

- A. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section A.
- B. The DEPARTMENT shall:

1. Complete the work of the Project as identified in Appendix C, advancing such diligently as all weather, local, and other conditions reasonably permit, and in conformance to the schedule established by the Parties, which schedule shall be adjusted as needed to address impacts to the performance of the work beyond the control of the DEPARTMENT.
2. Perform or have performed, and remit all payments for, all preliminary engineering (PE), right-of-way acquisition (Right of Way), construction, contract administration, and inspection services activities for the Project as required.
3. Provide the LOCALITY a payment schedule for the LOCALITY's share of estimated Project costs for PE, Right of Way, and construction, in accordance with the tabulation provided in Appendix A.
4. Remit invoices to the LOCALITY for sums owed by LOCALITY to the DEPARTMENT in accordance with the amounts and schedule set forth in Appendix A.
5. Provide the LOCALITY with a summary of Project expenditures.
6. Notify the LOCALITY of additional Project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the LOCALITY prior to performing activities associated with those unanticipated circumstances.
7. Upon completion of the Project, reconcile LOCALITY payments (based on LOCALITY's estimated share of costs) against actual Project costs allocable to the LOCALITY, and reimburse the LOCALITY for any overpayments by the LOCALITY or remit an invoice to LOCALITY for any underpayment or amounts still owed by the LOCALITY.

C. The LOCALITY shall:

1. Remit payments to the DEPARTMENT in accordance with the amounts and schedule provided in Appendix A, or within 30 days of receipt of an invoice issued by the DEPARTMENT, as applicable.

D. Nothing in this Agreement shall obligate the Parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. State and federal Project funding is limited to those identified in the Appendix A of this Agreement and is allocable only upon LOCALITY'S compliance with all requirements of this Agreement. In the event the cost of all or part of the Project is anticipated to exceed the allocation shown on Appendix A, the Parties agree to cooperate in seeking additional funding for the

Project or to terminate the Project before Project costs exceed the allocated amount. Any requested increase in federal or state funding is subject to DEPARTMENT policy and procedures applicable to the funding source and is not guaranteed.

- E. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and capacity and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- F. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.
- G. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.
- H. Should the project be cancelled due to action or inaction by the LOCALITY, the LOCALITY shall be responsible for reimbursement of all funds in accordance with § 33.2-214 of the Code of Virginia (1950), as amended. The LOCALITY will also be responsible for any costs associated with claims and liabilities associated with the early termination of any construction contract(s) or improvement(s) issued pursuant to this Agreement and shall promptly reimburse the DEPARTMENT for all costs incurred or expended by it in connection with the Project.
- I. This Agreement may be terminated by either Party upon 60 days advance written notice to the other Party. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT within 60 days subject to the limitations established in this Agreement.
- J. THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the Parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any Party.

- K. THIS AGREEMENT, when properly executed, shall be binding upon both Parties, their successors and assigns.
- L. THIS AGREEMENT may be modified in writing only upon mutual agreement of the Parties.

The remainder of this page is BLANK

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by their duly authorized representatives, acknowledging and agreeing that any digital signature affixed hereto shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

COUNTY OF FAIRFAX, VIRGINIA:

Signature _____ Date _____

Title _____

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

Signature _____ Date _____

Chief of Policy, Commonwealth of Virginia, Department of Transportation

Attachments

- Appendix A
- Appendix B
- Appendix C

Appendix A - VDOT Administered

Version: Original

Prepared Date: 10/12/2023

Project Details			
UPC: <input type="text" value="119477"/>	State Project #: <input type="text" value="0620-029-548"/>	CFDA #: <input type="text" value="20.205"/>	Locality UEI #: <input type="text" value="W2ZUFMBDM378"/>
Locality: <input type="text" value="Fairfax County"/>		Address: <input type="text" value="4050 Legato Road, Suite 400 Fairfax, Virginia 22033-286"/>	
Work Description: <input type="text" value="#SMART22 - BRADDOCK ROAD MULTIMODAL IMPROVEMENTS PHASE 1 - This project includes multimodal improvements & access management along the Braddock Rd corridor for approximately 2 mi."/>	Project Location (Zip +4) <input type="text" value="22003-4149"/>		

Project Points of Contact

Locality Project Manager

Name: Tad Borkowski
 Phone: 703-877-5828
 Email: wesley.minnix@fairfaxcounty.gov

VDOT Project Manager

Name: William Britt
 Phone: 703-259-2961
 Email: Calvin.Britt@VDOT.Virginia.gov

Project Financing			
Allocated Funds Type	Allocated Funds Amount	Local % Participation	Local Share Total
Smart Scale	\$59,090,158	0%	\$0
Local Funds	\$13,541,337	100%	\$13,541,337
Priority Transportation Funds	\$6,000,000	0%	\$0
			\$0
Funding Totals	\$78,631,495		\$13,541,337

Project Estimate	
Phase	Cost
Preliminary Engineering	\$ 2,875,000
Right of Way and Utilities	\$ 21,704,760
Construction	\$ 54,051,735
Total Estimate	\$ 78,631,495

Note - The funds order is not indicative of the actual spend order of funds on the project.

Payment Schedule		
FY2029		Total Payment
\$ 13,541,337		\$ 13,541,337.00

Payment Terms
<ul style="list-style-type: none"> At Construction Award, VDOT will invoice the LOCALITY for their share of the project costs. The LOCALITY shall make one lump sum payment in the amount of \$13,541,337, to VDOT, no later than 30 days after receipt of VDOT's invoice, and prior to the occurrence of any Construction work.

This Appendix A supersedes all previous versions signed by VDOT and the LOCALITY for the Project.

Authorized Locality Official	Date	Authorized VDOT Official	Date
Title of Locality Official		Title of VDOT Official	

This attachment is certified and made an official attachment to this document by the Parties to this Agreement.

VDOT Administered Agreement

Appendix B – Special Funding Program Conditions and Requirements

Project Number	UPC	Local Government
0620-029-548	119477	Fairfax County

SMART SCALE

Administration of this Project, including but not limited to the Project estimate, schedule and commitment to funding, is subject to the requirements established in the Commonwealth Transportation Board's (CTB's) most current *Policy for Implementation of the SMART SCALE Project Prioritization Process*, the applicable requirements of the Code of Virginia, and VDOT's applicable *Instructional and Informational Memoranda*.

Without limiting the foregoing, this Project has been selected through the Smart Scale (HB2) application and selection process and will remain in the Six-Year Improvement Plan (SYIP) as a funding priority unless certain conditions set forth in the CTB's most current *Policy for Implementation of a Project Prioritization Process* arise. Pursuant to the CTB's *Policy for Implementation of a Project Prioritization Process*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent SMART SCALE prioritization cycle to account for a cost increase on a previously selected Project.

This Project shall be initiated and at least a portion of the Project's programmed funds expended within one year of the budgeted year of allocation or funding may be subject to reprogramming to other projects selected through the prioritization process. In the event the Project is not advanced to the next phase of construction when requested by the CTB, the LOCALITY or the localities within the metropolitan planning organization may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the DEPARTMENT for all state and federal funds expended on the Project.

Transportation Alternatives Program

This Project shall be administered in accordance with VDOT's most current *Transportation Alternatives Program Guide*.

Without limiting the foregoing, CTB policy for allocations from the Transportation Alternatives Programs requires that the Project must be advertised or otherwise under construction within four years of the initial Project allocation or otherwise be subject to deallocation, unless prior Department approval has been provided.

The DEPARTMENT shall conduct all environmental studies necessary to complete an environmental document in compliance with the National Environmental Policy Act, unless otherwise agreed to in writing and attached to this Agreement. The LOCALITY is responsible

for implementing any environmental commitments resulting from the environmental studies. In addition, the LOCALITY is responsible for obtaining any water quality permits and conducting any required hazardous materials due diligence efforts. VDOT's estimated cost for the environmental studies and submissions will be provided to the LOCALITY and deducted from the Project funds.

Regional Surface Transportation Program (RSTP)

Allocated Regional Surface Transportation Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Congestion Mitigation Air Quality (CMAQ)

Allocated Congestion Mitigation and Air Quality Program funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Revenue Sharing

This Project shall be administered in accordance with VDOT's most current *Revenue Sharing Program Guidelines*.

Without limiting the foregoing, the Project shall be initiated such that at least a portion of the Revenue Sharing Funds are expended within one year of allocation. For any project that has not been initiated within one year, the CTB has the discretion to defer consideration of future allocations until the Project moves forward. Further, if the Project has not been initiated within two fiscal years subsequent to the allocation of Revenue Sharing Funds, the Revenue Sharing Funds for the Project may be subject to deallocation from the Project at the discretion of the CTB.

State of Good Repair (SGR) Bridge

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB's *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT's *Instructional and Informational Memoranda*.

Projects receiving funding under this program must initiate the Preliminary Engineering or the Construction Phase within 24 months of award of funding or become subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB's *State of Good Repair Program Prioritization Process Methodology*, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same bridge structure to account for a cost increase on a previously selected Project.

State of Good Repair (SGR) Paving

Project estimate, schedule, and commitment to funding are subject to the requirements established in the CTB’s *State of Good Repair Program Prioritization Process Methodology*, the Code of Virginia, and VDOT’s *Instructional and Informational Memoranda*.

Projects receiving funding under this program must be advertised within twelve months of award funding or be subject to deallocation. In the event the Project is not advanced to the next phase of construction, the LOCALITY may be required, pursuant to § 33.2-214 of the Code of Virginia, to reimburse the Department for all state and federal funds expended on the Project.

This Project has been selected through the State of Good Repair application and selection process and will remain in the SYIP as a funding priority. Pursuant to the CTB’s State of Good Repair Program Prioritization Process Methodology, this Project will be re-scored and/or the funding decision re-evaluated if any of the following conditions apply: a change in the scope, an estimate increase, or a reduction in the locally/regionally leveraged funds. Applications may not be submitted in a subsequent annual State of Good Repair prioritization cycle for the same roadway segment to account for a cost increase on a previously selected Project.

Economic Access

This Project shall be administered in accordance with VDOT’s most current *Economic Development Access Program Guide*.

Airport Access

This Project shall be administered in accordance with VDOT’s most current *Airport Access Program Guide*.

Recreational Access

This Project shall be administered in accordance with VDOT’s most current *Recreational Access Program Guide*.

Highway Safety Improvement Program (HSIP)

This project is funded with federal-aid Highway Safety Improvement Program (HSIP) funds. These funds must be obligated within 12 months of allocation and expended within 36 months of the obligation.

Local Funds

All local funds included in Appendix A have been formally committed by the LOCALITY board or council, subject to appropriation.

Authorized Locality Official Signature and Date

VDOT Administered Projects
Appendix C – Detailed Scope of Services

Project Number	UPC	Local Government
0620-029-548	119477	Fairfax County

Detailed Project Scope of Services
<p>Scope of Work This project will begin upon the completion of UPC 114627, which completes the design through Public Hearing and Design Approval. This project includes multimodal improvements & access management along the Braddock Rd corridor for approximately 2 miles (from Southampton Drive to Ravensworth Road and up Ravensworth Road to Heritage Drive). The improvements include innovative intersection - R-CUT & Median U-Turn at Wakefield Chapel Rd and Danbury Forest Dr. bike/ped improvements - shared used path on north side and improvements to existing path on south side and extending the southbound right turn lane from Ravensworth Road to westbound Braddock Road.</p> <p>Design Phase VDOT will perform surveys, obtain traffic count data, prepare environmental documentation and analyses, and perform all engineering necessary to develop plans pursuant to VDOT’s project development process. VDOT will administer and complete Public Involvement requirements in accordance with VDOT policy and applicable regulations. VDOT will prepare complete plans for right of way acquisition and construction.</p> <p>Right of Way Phase VDOT will acquire all land rights necessary to construct the project in accordance with applicable VDOT policy and procedures. VDOT will relocate or provide for the relocation of utilities by others as required in accordance with applicable VDOT policy and procedures to facilitate project construction.</p> <p>Construction Phase VDOT will advertise, award, and administer a construction contract through project completion, acceptance, and closeout in accordance with applicable VDOT policy and procedures.</p>

Authorized Locality Official Signature and Date

Authorized VDOT Official Signature and Date

Title of Locality Official

Title of VDOT Official

**VDOT ADMINISTERED – LOCALLY FUNDED
PROJECT ADMINISTRATION AGREEMENT**

FAIRFAX COUNTY
PROJECT NUMBER 0620-029-448 UPC 114627

THIS AGREEMENT, made and executed in triplicate on this the 15th day of OCTOBER, 2019, between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT" and the COUNTY OF FAIRFAX, hereinafter referred to as the "COUNTY."

WITNESSETH

WHEREAS, the COUNTY has expressed its desire to have the DEPARTMENT administer the work as described in Appendix B, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds as shown in Appendix A have all been allocated by the COUNTY to finance the project; and

WHEREAS, the COUNTY has requested that the DEPARTMENT design and construct this project in accordance with the scope of work described in Appendix B, and the DEPARTMENT has agreed to perform such work; and

WHEREAS, both parties have concurred in the DEPARTMENT's administration of the project identified in this Agreement and its associated Appendices A and B in accordance with applicable federal, state, and local law and regulations; and

WHEREAS, the County's governing body has, by resolution, which is attached hereto, authorized its designee to execute this Agreement; and

WHEREAS, Section 33.2-338 of the Code of Virginia authorizes both the DEPARTMENT and the COUNTY to enter into this Agreement;

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

- A. The DEPARTMENT shall:
1. Complete said work as identified in Appendix B, advancing such diligently, and all work shall be completed in accordance with the schedule established by both parties.
 2. Perform or have performed, and remit all payments for, all preliminary engineering, right-of-way acquisition, construction, contract administration, and inspection services activities for the project(s) as required.

3. Provide a summary of project expenditures to the COUNTY for charges of actual DEPARTMENT cost.
 4. Notify the COUNTY of additional project expenses resulting from unanticipated circumstances and provide detailed estimates of additional costs associated with those circumstances. The DEPARTMENT will make all efforts to contact the COUNTY prior to performing those activities.
 5. Return any unexpended funds to the COUNTY no later than 90 days after the project(s) have been completed and final expenses have been paid in full.
- B. The COUNTY shall:
1. Provide funds to the Department for Preliminary Engineering (PE), Right of Way (ROW) and/or Construction (CN) in accordance with the payment schedule outlined in Appendix A.
 2. Accept responsibility for any additional project costs resulting from unforeseeable circumstances, but only after concurrence of the COUNTY and modification of this Agreement.
- C. Funding by the COUNTY shall be subject to annual appropriation or other lawful appropriation by the Board of Supervisors.
- D. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement. The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.
- E. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the County or the Department shall not be bound by any agreements between either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the

County or the Department has, in writing, received a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

- F. Nothing in this Agreement shall be construed as a waiver of the COUNTY's or the Commonwealth of Virginia's sovereign immunity.
- G. Should funding be insufficient and county funds be unavailable, both parties will review all available options for moving the project forward, including but not limited to, halting work until additional funds are allocated, revising the project scope to conform to available funds, or cancelling the project.
- H. Should the project be cancelled as a result of the lack of funding by the COUNTY, the COUNTY shall be responsible for any costs, claims and liabilities associated with the early termination of any construction contract(s) issued pursuant to this agreement.
- I. This Agreement may be terminated by either party upon 60 days advance written notice. Eligible expenses incurred through the date of termination shall be reimbursed to the DEPARTMENT subject to the limitations established in this Agreement.

THE COUNTY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors and assigns.

THIS AGREEMENT may be modified in writing upon mutual agreement of both parties.

VDOT Administered, Locally Funded Appendix A

Date: 4/5/2019

Project Number: 0620-029-448 UPC: 114627 CFDA# 20.205 Locality: Fairfax County

Project Location ZIP+4: 22151-1009	Locality DUNS # 074837626	Locality Address (incl ZIP+4): 4050 Legato Rd, Suite 400 Fairfax, VA 22033-2895
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Project Narrative

Scope:	Multimodal improvements (including intersection improvements, access management, and bike/ped paths) on Braddock Road to include alternative analysis, preliminary design and plan development.		
From:	Humphries Drive		
To:	Ravensworth Road		
Locality Project Manager Contact info:	Tad Borkowski	703-877-5757	tad.borkowski@fairfaxcounty.gov
Department Project Coordinator Contact Info:	Calvin Britt	703-259-2961	calvin.britt@vdot.virginia.gov

Project Estimates

Phase	Estimated Project Costs
Preliminary Engineering	\$5,400,000
Right of Way & Utilities	\$0
Construction	\$0
Total Estimated Cost	\$5,400,000
Estimate for Current Billing	\$5,400,000

Project Cost

Phase	Project Allocations	Funds type (Choose from drop down box)	Local % Participation for Funds Type	Local Share Amount
Preliminary Engineering	\$5,400,000	Local Funds	100%	\$5,400,000
				\$0
Total PE	\$5,400,000			\$5,400,000
Right of Way & Utilities				
Total RW				
Construction				
Total CN				
Total Estimated Cost	\$5,400,000			\$5,400,000

Total Maximum Reimbursement / Payment by Locality to VDOT

\$5,400,000

Project Financing

Local Funds	Aggregate Allocations
\$5,400,000	\$5,400,000

Payment Schedule

FY 2019
\$5,400,000

Program and Project Specific Funding Requirements

- This is a limited funds project. The locality shall be responsible for all funding of \$5,400,000 and any additional funding required.
- All local funds included on this appendix have been formally committed by the local government's board or council resolution subject to appropriation.
- VDOT has billed the LOCALITY \$ 0 for this project as of 5/5/2019.
- VDOT has received \$ 0 from the LOCALITY for this project as of 4/5/2019.
- The LOCALITY shall make one lump sum payment to VDOT in the amount of \$5,400,000 no later than 60 days after execution of this agreement/appendix.
- This is a Study Only project to develop subsequent Phase 1 and Phase 2 projects. These Phased projects will be under separate UPC and agreement.

This attachment is certified and made an official attachment to this document by the parties to this agreement

Tom Biesiadny 9/19/19
Authorized Locality Official and Date

Andrew G. Beachler 9/24/19
Authorized VDOT Official and Date

Tom Biesiadny
Typed or printed name of person signing

ANDREW G. BEACHLER
Typed or printed name of person signing

Revised: August 13, 2018

Appendix B


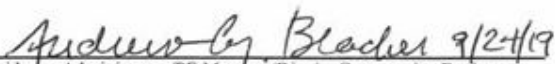


Project Number: 0620-029-448 (UPC 114627) **Locality:** Fairfax County

Project Scope			
Work Description:	Multimodal improvements on Braddock Road and Ravensworth Road to include alternative analysis, preliminary design and plan development		
From:	Humphries Drive		
To:	Ravensworth Road		
Locality Project Manager Contact Info:	Tad Borkowski	tad.borkowski@fairfaxcounty.gov	703-877-5757
Department Project Coordinator Contact Info:	Calvin Britt	calvin.britt@vdot.virginia.gov	703-259-2961

Detailed Scope of Services	
<p>Project Study will develop the project (Phase I and Phase II) from alternatives analysis through Public Involvement and approval of major design elements. VDOT will supervise and support all tasks, and will enter into a consultant contract which will include the following:</p> <ul style="list-style-type: none"> • Traffic engineering design to include: <ul style="list-style-type: none"> ○ Traffic counts, analyses, projections, signal design and coordination with Intelligent Transportation System (ITS) ○ Intersection improvements (turn lane and channelization) at Braddock Road and Ravensworth Road. ○ Measures to restrict turning movements at intersections identified in the Study ○ Relocation of a portion of Danbury Forest Drive, to realign the intersection with Wakefield Road; ○ Improvements to horizontal and vertical geometry of Braddock Road on each approach of Guinea Road ○ The construction of a right turn lane on westbound Braddock Road at the Guinea Road intersection; • Preparation of plans (line, grade, and typical section) for use at a Preliminary Field Inspection (PFI) • Preparation of an Interchange Modification Report and concepts for consideration along with detailed cost estimates for each concept (=Modifications to three ramps serving general-purpose lane traffic at the I-495 / Braddock Road interchange, as shown on the Study exhibits.) • Preparation of Maintenance of Traffic plans and Transportation Management plans with consideration of working within a constricted right of way and maintaining access • Maintenance of traffic concepts and construction phasing; • Shared use paths and sidewalk design to include: <ul style="list-style-type: none"> ○ Preparation of structural (bridges) design plans including aesthetic treatment for Pedestrian bridges over Braddock Road and associated retaining walls(One east of Southampton Drive and one west of Southampton Drive – locations to be determined during preliminary design) ○ A bicycle/pedestrian bridge over Accotink Creek parallel to the existing highway 	

- bridge;
- Stair and ramp access from Braddock Road to the Accotink Creek stream valley trail;
 - Improvements to the existing Accotink Creek stream valley trail underpass of Braddock Road;
 - Bike and pedestrian facilities on Ravensworth Road from Braddock Road to the approximate intersection with Greenfield Road, as depicted on the Study exhibits.
 - Conceptual design of storm water management (SWM) facilities, hydraulic evaluation of drainage system, conceptual erosion and sediment measures, and major culverts/bridge crosses that require Hydrologic and Hydraulic Analysis (HHA) Report and digital model.
 - Roadway/Interchange Lighting plans
 - Landscaping plans
 - Coordination with Environmental evaluation
 - Coordination of utility design and supplemental survey data (Note: Subject to final cost analyses, utilities on the south side of Braddock Road between Guinea Road and Bradfield Drive may be relocated underground when the project is constructed.)
 - Participation in value engineering study
 - Participation in Risk Assessment Evaluation
 - Participation in stakeholder groups, if necessary and Public Hearing documentation and support
 - VDOT will undertake and be responsible for all preliminary engineering activities needed including surveys, mapping, environmental work, traffic counts and analyses, preparation and processing of an Interchange Modification Report for improvements to the I-495 / Braddock Road interchange, geotechnical investigations and engineering, preliminary and final civil and structural design, and public involvement.
 - For purposes of this agreement, it is assumed that a traditional design-bid-build procurement model will be followed. The project will be developed following a federal process, i.e. in a manner which will not preclude the use of federal funds, if a decision is made at some point during project development to make use of such.

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

 Authorized Locality Official and date	 Residency Administrator/PE Manager/District Construction Engineer Recommendation and date
 Typed or printed name of person signing	 Typed or printed name of person signing

Board Action Item
January 23, 2024

ACTION - 7

Approval of Fairfax Connector Spring 2024 Service Changes

ISSUE:

Board of Supervisors' approval of the Fairfax Connector's Spring 2024 service changes.

RECOMMENDATION:

The County Executive recommends the Board approve the Fairfax Connector's Spring 2024 service change proposals outlined below in substantial form.

TIMING:

Board approval is requested on January 23, 2024, to allow for implementation in Spring 2024.

BACKGROUND:

Staff proposes service changes for implementation in Spring 2024 to improve the customer experience and increase ridership through improved connectivity, on-time performance, service reliability, and overall effectiveness. The proposed service changes are described in Attachment II, which includes route maps and levels of service.

A baseline assessment of existing transit services and demographics was done for the Centreville–Chantilly–Vienna–Tysons (CCVT) and Franconia–Springfield study areas as part of the 2023 Transit Strategic Plan (TSP). This effort included a detailed transit propensity analysis, as well as a high-level assessment of travel flow between activity centers. Connections to the new Monument Commuter Parking Garage and Springfield Community Business Center (CBC) Commuter Parking Garage serve as important considerations. The analysis provided a better understanding of trip purposes, rider experiences, transportation needs and concerns, frequently used bus routes, and travel modes most used by residents within the study area.

Based on public feedback and study results of the TSP, a preferred plan was developed that creates a transit network which preserves the best of the existing system while improving linkages and creating new connections based on travel patterns, growth, and service demand in the CCVT area.

Board Action Item
January 23, 2024

Public Involvement:

To inform the public of the proposed service changes and receive feedback from passengers, staff posted detailed information on the Fairfax Connector website and social media accounts, conducted an online survey, distributed flyers on buses, hosted a public meeting to directly engage the public, and reviewed and responded to public comments and questions. The public comments were incorporated into the proposal, where feasible. Of the 49 total comments received, 79% of the comments were in favor of the service changes. A summary of the public feedback is provided in Attachment III.

Title VI Evaluation:

The service changes proposed for implementation in Spring 2024 were reviewed as mandated by the Federal Transit Administration (FTA) in Circular C4702.1B: Title VI Requirements and Guidelines for Federal Transit Administration Recipients. Because the route eliminations and new routes met the threshold for major service changes, an analysis of the potential for disparate impact was conducted. However, the analysis showed the proposed service changes will not create a negative disparate impact on minority populations or a disproportionate burden on low-income households. Instead, they will result in an overall service improvement for Fairfax Connector's riders and the communities served. As a result, no Title VI impacts were found for any of the proposed service changes. The Title VI analysis is provided in Attachment IV.

EQUITY IMPACT:

The service changes proposed for implementation in Spring 2024 will increase transit service by improving access to communities of color, low-income households, seniors, individuals with disabilities, and students. Staff conducted a federally required Title VI analysis designed to ensure that, based on race, color, or national origin, no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program that the United States Department of Transportation (USDOT) financially assists, and also to determine if any service change will have a negative impact on communities of color or low-income households, as defined by the USDOT. This analysis was done by examining the level of service (including span of service, frequency, and days of operation) for communities of color and low-income households before and after the proposed service changes. Based on the analysis, access along these routes will be improved for approximately 176,100 individuals in communities of color and 21,000 low-income households. As a result, the proposed service changes will not create a negative impact on communities of color or low-income households. These service changes are designed to provide a greater equity for communities of color and low-income households by increasing access and mobility.

A post-implementation analysis will include conducting an onboard survey to obtain socio-economic information on the Fairfax Connector riders. This information, along with daily ridership and U.S. census data, will be used to assess and monitor the service changes.

Board Action Item
January 23, 2024

FISCAL IMPACT:

The operating costs of Route 663 and a portion of Route 698 will be funded through an agreement with the Department of Rail and Public Transportation (DRPT) using I-66 express lane toll revenue. The operating costs of Route 798 will be funded through a separate agreement with DRPT. The remaining operating costs of the proposed service changes are included in the County's FY 2024 Revised Budget Plan in Fund 40000, County Transit Systems. These service changes will not result in any increase to Fund 40000. As a result, no additional General Fund resources are required for the operating costs of the proposed service changes.

ENCLOSED DOCUMENTS:

Attachment I – News Release Regarding Community Meetings
Attachment II – Summary of Service Changes and Route Profile
Attachment III – Public Comments Summary
Attachment IV – Service Equity (Title VI) Analysis

STAFF:

Rachel Flynn, Deputy County Executive
Gregg Steverson, Acting Director, Fairfax County Department of Transportation (FCDOT)
Dwayne Pelfrey, Chief, Transit Services Division, FCDOT
Michael Felschow, Chief, Planning Section, Transit Services Division, FCDOT
Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT
Ray Johnson, Chief, Funding Section, Coordination and Funding Division, FCDOT
Brent Riddle, Chief, Coordination Section, Coordination and Funding Division, FCDOT

ASSIGNED COUNSEL:

John Dorsey, Assistant County Attorney



County of Fairfax, Virginia

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

Community Meetings Set for Fairfax Connector's Proposed Service Changes for Centreville, Chantilly, Vienna, Tysons and Franconia-Springfield

For Immediate Release

May 15, 2023

[Fairfax County Department of Transportation \(FCDOT\)](#) will hold three community meetings, one in person and two virtual, to share the proposed preferred service changes to [Fairfax Connector](#) bus service along the I-66 corridor from Centreville to Tysons and Franconia-Springfield. This is the third and final round of public engagement meetings. FCDOT transit planning staff has incorporated community input from previous meetings in proposed preferred service changes that will be presented.

More information on the Centreville, Chantilly, Vienna, and Tysons (CCVT), and Franconia-Springfield bus service can be found on the [CCVT Bus Service Review Webpage](#), including proposed route information.

The benefit of this new service plan allows riders to travel throughout the region more easily. By creating a transfer point at the new Monument Park-and-Ride facility, riders will have the opportunity to transfer between local routes, access regional routes, and connect to the Vienna Metrorail Station, Franconia Metrorail Station, Tysons, or Washington D.C.

Attend a Community Meeting and Provide Input

Please join us at one of the engagement opportunities below to learn more about the changes.

Meeting Date/Time	Location/Login Information	Join by Phone
In-Person Meeting Monday, May 22, 7 p.m.	Franconia Government Center 6121 Franconia Road, Alexandria	
Virtual Meeting Tuesday, May 23, 7 p.m.	Join the Virtual Meeting	By Phone: 571-429-5982 Access Code: 606467466#

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot



Virtual Meeting Thursday, May 25, 7 p.m.	Join the Virtual Meeting	By Phone: 571-429-5982 Access Code: 730682417#
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Provide feedback in an online survey open from May 22 - June 5, 2023. To take the survey click [here](#).

Stay Connected with Fairfax Connector

- Watch “How to Ride” Video: [English](#) and [Español](#)
- To receive notifications for your bus route, sign up for [BusTracker email or text alerts](#)
- For more information about Connector service, email fairfaxconnector@fairfaxcounty.gov, or call 703-339-7200, TTY 711
- Follow us on Twitter [@ffxconnector](#) or like us on [Facebook](#)
- Sign-up for alerts at www.fairfaxcounty.gov/alerts
- Visit <https://www.fairfaxcounty.gov/connector/news>

###

Summary of Minor and Major Service Changes and Route Profiles

Proposed Minor Service Changes Summary:

Route 310: Franconia Road – Rolling Valley

Frequency and span of service adjustments are recommended for Route 310 based on the service plan as an element of the County's Transit Strategic Plan (TSP). This adjustment will also allow the Connector to serve the new multi-modal facility on Old Keene Mill Road, linking local and express routes to the Pentagon.

- Weekday span of service will be reduced by 14 minutes, operating from 4:12 to 12:54 A.M. Weekday frequencies will remain at 20 to 30 minutes.
- Saturday span of service will be reduced by 12 minutes, operating from 6:00 to 12:52 A.M. Saturday frequency will be improved from 40-50 minutes to 30 minutes.
- Sunday span of service will be increased by 35 minutes, operating from 6:00 to 12:52 A.M. Sunday frequency will be adjusted to 60 minutes.
- The estimated reduction in total annual revenue hours is 3,144.

Routes 321 / 322: Greater Springfield Circulator

Realignment and span of service adjustment of Routes 321 / 322 is recommended based on the Franconia – Springfield bus service plan as an element of the TSP. This adjustment will allow the Connector to serve the new multi-modal facility on Old Keene Mill Road via Amherst Avenue, linking local and express routes to the Pentagon.

- Weekday span of service will be increased by 4 minutes, operating from 4:02 to 1:14 A.M. Weekday frequency will remain at 30 minutes.
- Weekend span of service will be increased by 4 minutes, operating from 5:04 to 12:36 A.M. Weekend frequencies will remain at 30 to 60 minutes.
- There will be a minor increase in the total annual revenue hours of 753.

Route 335: Fort Belvoir – “The Eagle”

Realignment of Route 335 is recommended based on the closure of the Fort Belvoir security gate on Beulah Street just south of Telegraph Road. This will shift the route to Fairfax County Parkway and John J. Kingman Road, where it will then resume the existing alignment. No bus stops will be eliminated due to the route realignment.

- Span of service and frequency will remain the same.
- There will be no change in the total annual revenue hours.

Route 393: Saratoga – Market Center - Pentagon

Realignment of Route 393 is recommended based on the Franconia – Springfield bus service plan as an element of the TSP. This adjustment will allow the Connector to serve the new multi-modal facility on Old Keene Mill Road via Amherst Avenue, with an

express route to the Pentagon. The route currently operates weekday service during peak periods with 40-minute frequency.

- Span of service and frequency will remain the same.
- There will be no change in the total annual revenue hours.

Route 396: Backlick – Pentagon Express

Realignment of Route 396 is recommended based on the Franconia – Springfield bus service plan as an element of the TSP. This adjustment will allow the Connector to serve the new multi-modal facility on Old Keene Mill Road via Amherst Avenue, with an express route to the Pentagon. The route currently operates weekday service during peak periods with 20-minute frequency.

- Span of service and frequency will remain the same.
- The estimated reduction in total annual revenue hours is 1,423.

Proposed Major Service Changes Summary:

Centreville – Chantilly – Vienna – Tysons (CCVT) Bus Plan

Staff proposes service changes for implementation in conjunction with the opening of the new Monument multi-modal facility to improve the customer experience and increase ridership through improved connectivity, on-time performance, service reliability, and overall effectiveness. The bus plan includes implementation of high-frequency and high-capacity routes that will operate along I-66 from Chantilly via US 50 to the Monument multi-modal facility and the Vienna Metrorail Station. These changes will complement Route 660, which was implemented in FY 2023 and operates from the Centreville Park-and-Ride Lot to Tysons via the Monument facility. In addition, the bus plan realigns and adjusts the local and feeder routes in the CCVT areas to improve the level of service and interconnect with high-capacity routes. The proposed service changes are described below. The CCVT plan is based on recommendations from the County's TSP. Details on the following service changes are provided on the route profiles in Attachment II following this section.

Route Modifications

Realignments and level of service adjustments are recommended for Routes 423, 432, 461, 463, 574, 605, 615, 622, 630, 642, 651, 660, 698, and 699. The proposed route modifications would decrease travel time and duplication of service, adjust headways and span of service, and improve access to Metrorail stations, transit centers, employment, education, hospitals, and key activity centers. Overall, the modifications simplify the route structures and improve transfer options throughout the service area.

- 423 Central Tysons – Tysons Metrorail Station
- 432 Old Courthouse – Farm Credit
- 461 Vienna – Oakton
- 463 Maple Avenue – Vienna
- 574 Reston Town Center Transit Center – Tysons West* Park Transit Center
- 605 Reston – Fair Oaks
- 615 Monument Drive Transit Center - Greenbriar
- 622 Fairfax Towne Center

- 630 Centreville – Monument
- 642 Centreville - Chantilly
- 651 Sullyfield – Monument
- 660 Stone Road – Monument – Tysons
- 698 Stringfellow – Vienna Metrorail - Pentagon
- 699 Monument Drive Transit Center – Downtown D.C

New Routes

Staff recommends implementing new Routes 427, 625, 662, 663, 671, 672, and 798. The proposed new routes will decrease travel time and improve access to Metrorail stations, employment, hospitals, and key activity centers.

- 427 North Tysons – Spring Hill Metrorail Station
- 625 Random Hills – Pender Drive
- 662 Centreville Stone Road Park-and-Ride Lot – Vienna Metrorail Station
- 663 Stringfellow – Monument – Vienna Metrorail Station
- 671 Chantilly – Dunn Loring Metrorail Station
- 672 Chantilly – Vienna Metrorail Station – Dunn Loring Metrorail Station
- 798 Tysons – Bethesda

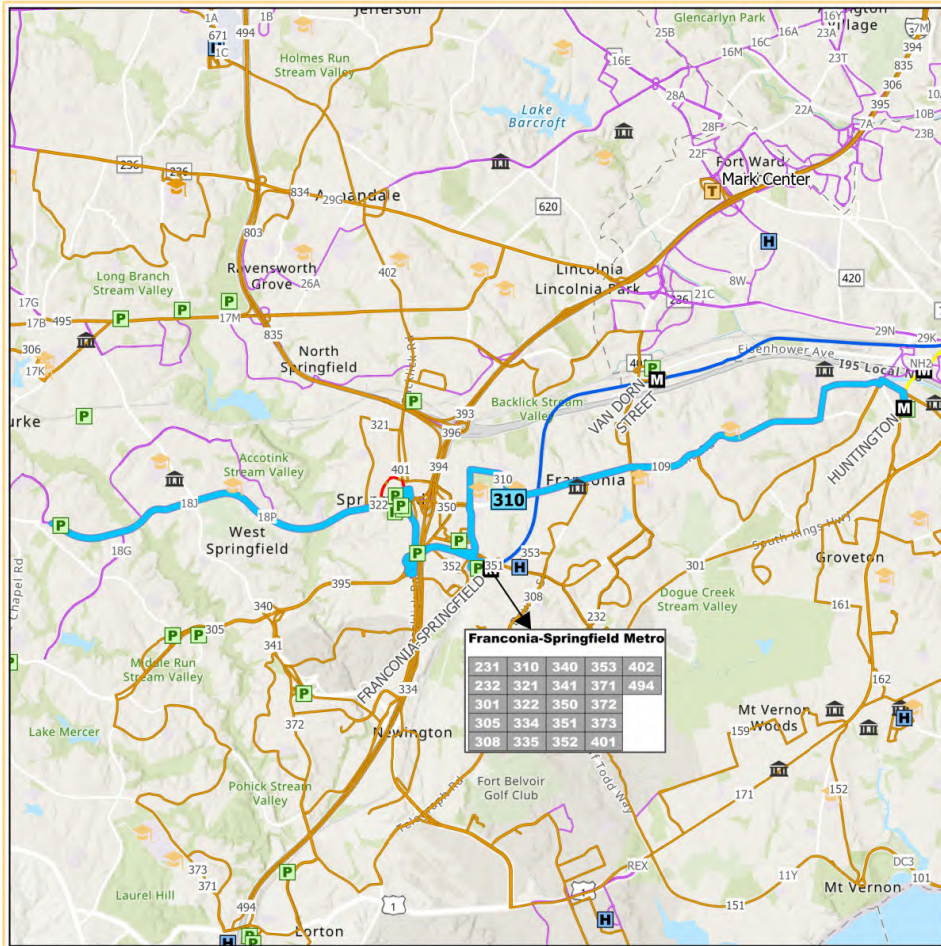
Route Eliminations

Elimination of Routes 424, 466, 621, 623, 624, 631, 632, 634, 640, 641, 650, 652, and 724 is recommended to avoid duplication of service and reallocate resources to routes that can better meet passengers' needs. The majority of the eliminated route segments will be served by the route modifications and new routes listed in the above sections.

Major Service Changes Summary of Benefits

- Increases access for 67,000 transit-dependent population
- Improves access to 20-minute frequency or better by 46 percent (111,300 population)
- Improves access to employment by 24 percent (149,400 jobs)
- Provide access to approximately 176,100 minority population and 21,000 low-income households
- Improves connections to Tysons and Reston
- Provides improved service to four Metrorail stations and 12 park-and-ride lots

ROUTE 310: FRANCONIA ROAD - ROLLING VALLEY



231	310	340	353	402
232	321	344	371	494
301	322	350	372	
305	334	351	373	
308	335	352	401	

Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Blue Line
 Orange Line
 Silver Line
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.5 1 2 Miles

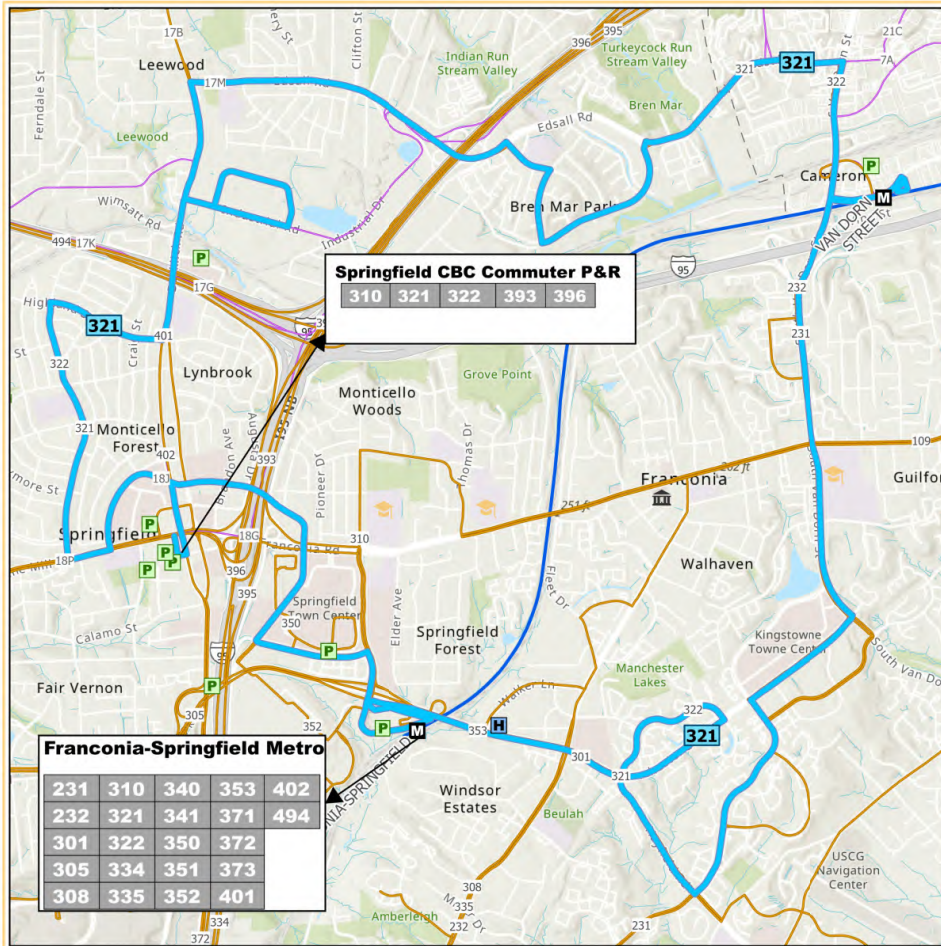
OVERVIEW	CLASS	Local
	DIRECTIONS	Eastbound/Westbound
	VIA	Old Keene Mill Rd, Franconia Rd, Franconia-Springfield Metro & VRE Station, Springfield Town Center
	TRANSFERS AVAILABLE	Connector 101, 109, 151, 152, 159, 161, 162, 171, 231, 232, 301, 305, 308, 321, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 372, 373, 393, 394, 396, 401, 402, 494; Metrorail Blue Line, Yellow Line, Metrobus 10A, REX; VRE; OmniRide PMWE
	IMPROVEMENT(S)	Route alignment update to serve the Springfield CBC Commuter Parking Garage; Schedule adjustment to improve service reliability and late night service

LEVEL OF SERVICE	PROPOSED ROUTE 310	WEEKDAY		SATURDAY	SUNDAY	
		SERVICE HOURS	4:12 AM - 12:54 AM		6:00 AM - 12:52 AM	6:00 AM - 12:52 AM
		FREQUENCY	RUSH	20 mins	30 mins	60 mins
NON-RUSH	30 mins					

FACILITIES SERVED WITHIN A QUARTER MILE

5 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	9 PARK & RIDE LOTS
2 METRO RAIL STATIONS	3 ACTIVITY CENTERS	0 HOSPITALS	4 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 321: SPRINGFIELD CIRCULATOR COUNTER-CLOCKWISE



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/ High School
 College/ University

Scale: 0 to 1 Miles

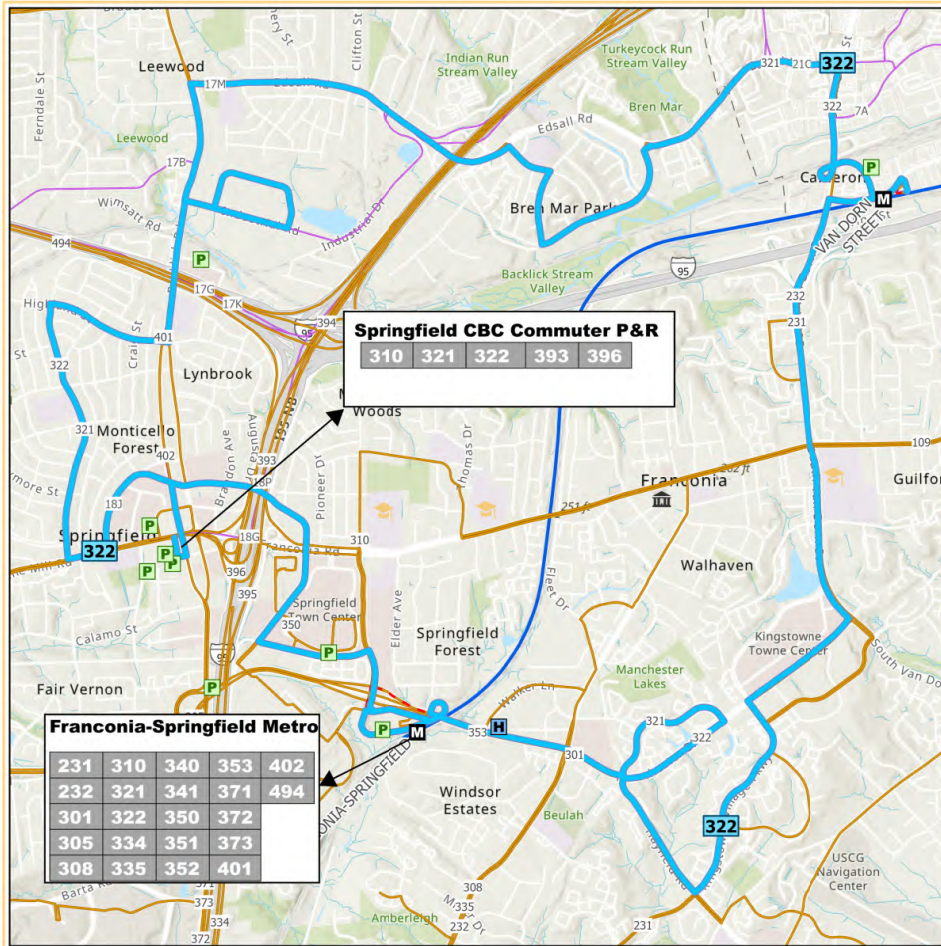
OVERVIEW	CLASS	Local
	DIRECTIONS	Loop
	VIA	Old Keene Mill Rd, Edsall Rd, Franconia-Springfield Metro & VRE Station, Bren Mar Drive, Kingstowne Blvd
	TRANSFERS AVAILABLE	Connector 109, 231, 232, 301, 305, 308, 310, 322, 334, 335, 340, 341, 350, 351, 352, 353, 371, 372, 373, 393, 396, 401, 402, 494; Metrorail Blue Line, Metrobus 7A, VRE; OmniRide PWME
	IMPROVEMENT(S)	Route alignment update to serve the Springfield CBC Commuter Parking Garage

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 321			
	SERVICE HOURS	4:02 AM - 1:14 AM	5:04 AM - 12:17 AM	5:03 AM - 12:12 AM
	FREQUENCY	RUSH	30 mins	
		NON-RUSH	30 mins	60 mins

FACILITIES SERVED WITHIN A QUARTER MILE

1 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	8 PARK & RIDE LOTS
2 METRO RAIL STATIONS	3 ACTIVITY CENTERS	0 HOSPITALS	1 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 322: SPRINGFIELD CIRCULATOR CLOCKWISE



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

Scale: 0, 0.5, 1 Miles

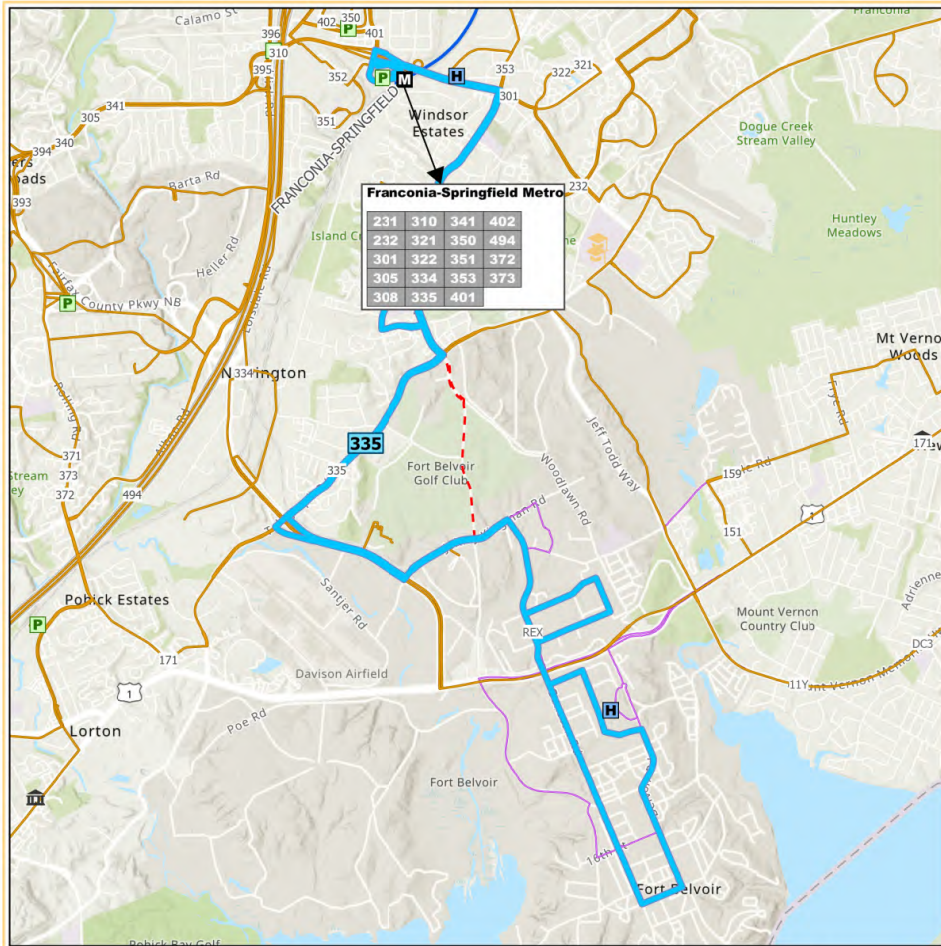
OVERVIEW	CLASS	Local
	DIRECTIONS	Loop
	VIA	Old Keene Mill Rd, Edsall Rd, Franconia-Springfield Metro & VRE Station, Bren Mar Drive, Kingstowne Blvd
	TRANSFERS AVAILABLE	Connector 109, 231, 232, 301, 305, 308, 310, 321, 334, 335, 340, 341, 350, 351, 352, 353, 371, 372, 373, 393, 396, 401, 402, 494; Metrorail Blue Line, Metrobus 7A, VRE; OmniRide PWME
	IMPROVEMENT(S)	Route alignment update to serve the Springfield CBC Commuter Parking Garage

LEVEL OF SERVICE	PROPOSED ROUTE 322	WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS	4:10 AM - 12:39 AM		5:21 AM - 12:33 AM
FREQUENCY	RUSH	30 mins		30 mins	60 mins
	NON-RUSH	30 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

2 METRORAIL STATIONS	0 TRANSIT CENTERS	0 HOSPITALS	8 PARK & RIDE LOTS
1 HIGH/MIDDLE SCHOOLS	0 COLLEGES	3 ACTIVITY CENTERS	1 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 335: FORT BELVOIR "THE EAGLE"



231	310	341	402
232	321	350	494
301	322	351	372
305	334	353	373
308	335	401	

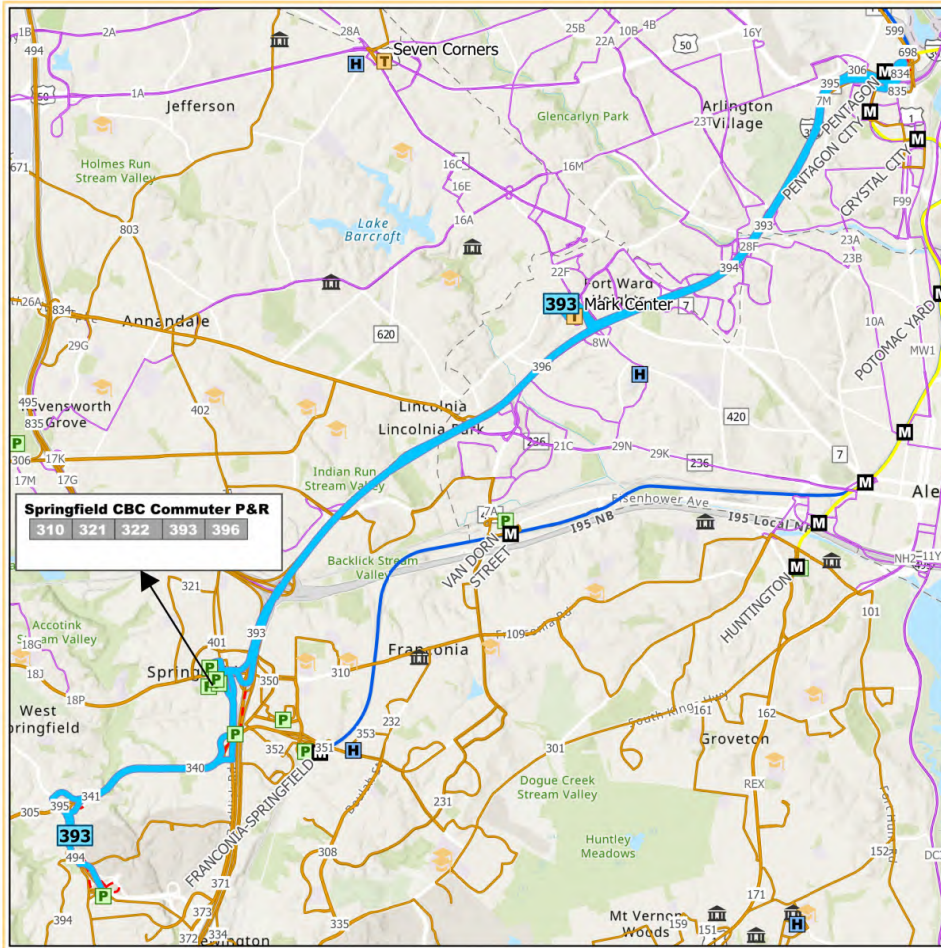
OVERVIEW	CLASS	Feeder
	DIRECTIONS	Southbound/Northbound
	VIA	Fort Belvoir Hospital, Gunston Rd, Franconia Springfield Pkwy/Rt 289
	TRANSFERS AVAILABLE	Connector 171, 231, 232, 301, 305, 308, 310, 321, 322, 334, 341, 350, 351, 353, 371, 372, 373, 401, 402, 494; Metrorail Blue Line, Metrobus REX, VRE, OmniRide PWME
	IMPROVEMENT(S)	Detour was implemented to address operational issues

LEVEL OF SERVICE	PROPOSED ROUTE 335	WEEKDAY		SATURDAY	SUNDAY	
		SERVICE HOURS	6:00 AM - 9:51 AM 2:51 PM - 6:44 PM		No Service	No Service
		FREQUENCY	PEAK	20-35 mins	No Service	No Service
OFF-PEAK	No Service					

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	2 PARK & RIDE LOTS
1 METRORAIL STATIONS	3 ACTIVITY CENTERS	1 HOSPITALS	1 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 393: SARATOGA - MARK CENTER - PENTAGON



 0 0.5 1 2 Miles	Proposed Route 	Existing Service Fairfax Connector Routes Eliminated Segment Metrobus Routes Blue Line Orange Line Silver Line Yellow Line	Transit Facilities Metrorail Station Park & Ride Transit Station	Points of Interest Hospital Government Center Middle School/ High School College/ University
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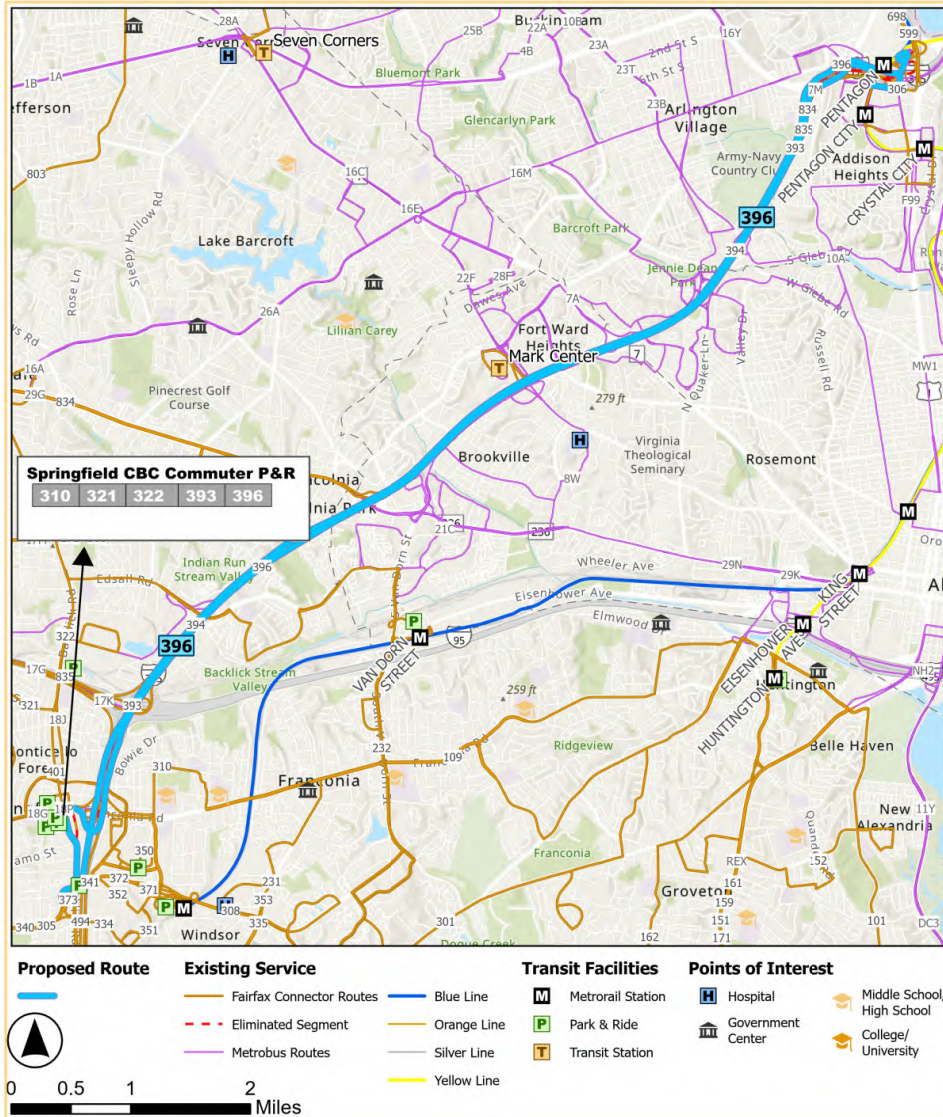
OVERVIEW	CLASS	Express
	DIRECTIONS	Northbound/Southbound
	VIA	Backlick North P&R, Old Keene Mill Rd, Franconia-Springfield Pkwy/Rt 289, Fairfax County Pkwy/Rt 286, Mark Center, I-95/I-395
	TRANSFERS AVAILABLE	Connector 305, 310, 321, 322, 341, 396, 494; Metrorail Blue Line, Yellow Line, Metrobus 10A,16A,16C
	IMPROVEMENT(S)	Route alignment update to serve the Springfield CBC Commuter Parking Garage

		WEEKDAY	SATURDAY	SUNDAY			
LEVEL OF SERVICE	PROPOSED ROUTE 393	5:13 AM - 8:33 AM 3:55 PM - 7:25 PM	No Service	No Service			
	FREQUENCY	<table border="1"> <tr> <td>RUSH</td> <td>40 mins</td> </tr> <tr> <td>NON-RUSH</td> <td>No Service</td> </tr> </table>	RUSH	40 mins	NON-RUSH	No Service	No Service
RUSH	40 mins						
NON-RUSH	No Service						

FACILITIES SERVED WITHIN A QUARTER MILE

1 METRORAIL STATIONS	0 TRANSIT CENTERS	0 HOSPITALS	5 PARK & RIDE LOTS
0 HIGH/MIDDLE SCHOOLS	6 ACTIVITY CENTERS	0 COLLEGES	0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 396: BACKLICK - PENTAGON EXPRESS



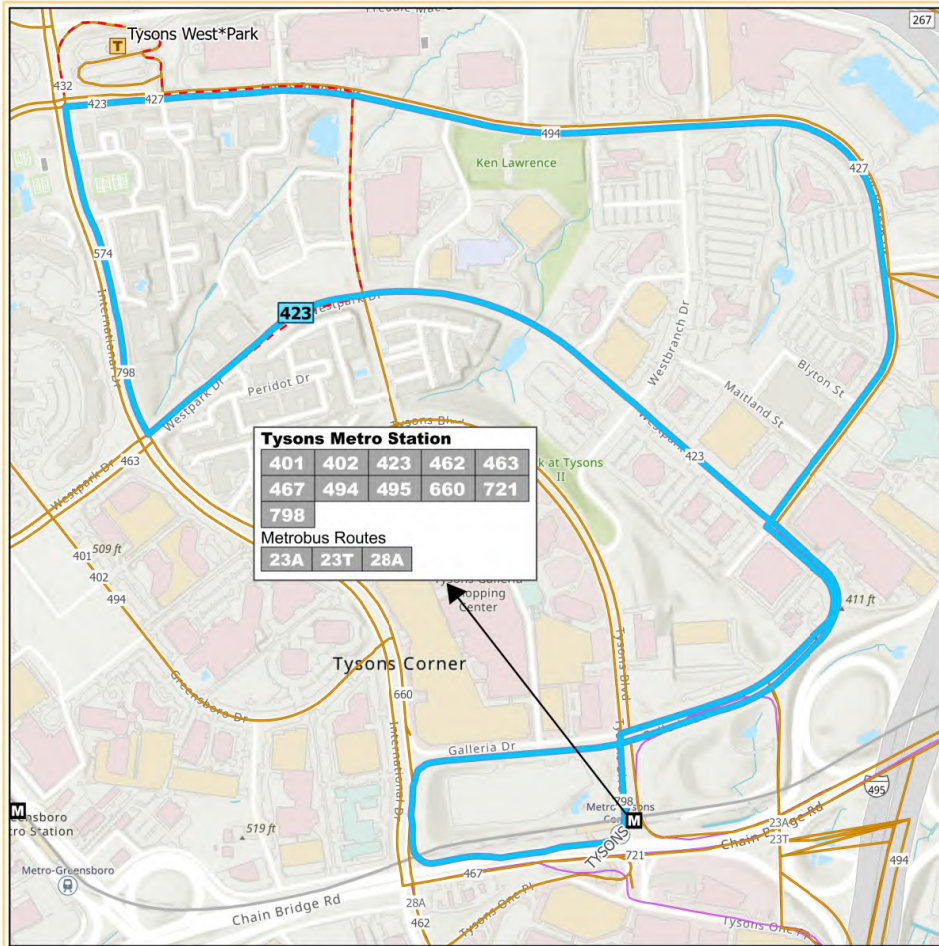
OVERVIEW	CLASS	Express
	DIRECTIONS	Southbound/Northbound
	VIA	Backlick P&R, Old Keene Mill Rd, I-95/I-395
	TRANSFERS AVAILABLE	Connector 305, 310, 321, 322, 393; Metrorail Blue Line, Yellow Line Metrobus 10A, 16A, 16C
	IMPROVEMENT(S)	Route alignment update to serve the Springfield CBC Commuter Parking Garage

LEVEL OF SERVICE	PROPOSED ROUTE 396	WEEKDAY		SATURDAY	SUNDAY	
		SERVICE HOURS	5:20 AM - 8:45 AM 3:10 PM - 7:20 PM		No Service	No Service
		FREQUENCY	RUSH	20 mins	No Service	No Service
NON-RUSH	No Service					

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 5 PARK & RIDE LOTS
- 1 METRO RAIL STATIONS
- 4 ACTIVITY CENTERS
- 0 HOSPITALS
- 0 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 423: CENTRAL TYSONS - TYSONS METRORAIL STATION



Tysons Metro Station				
401	402	423	462	463
467	494	495	660	721
798				
Metrobus Routes				
23A	23T	28A		

Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.125 0.25 Miles

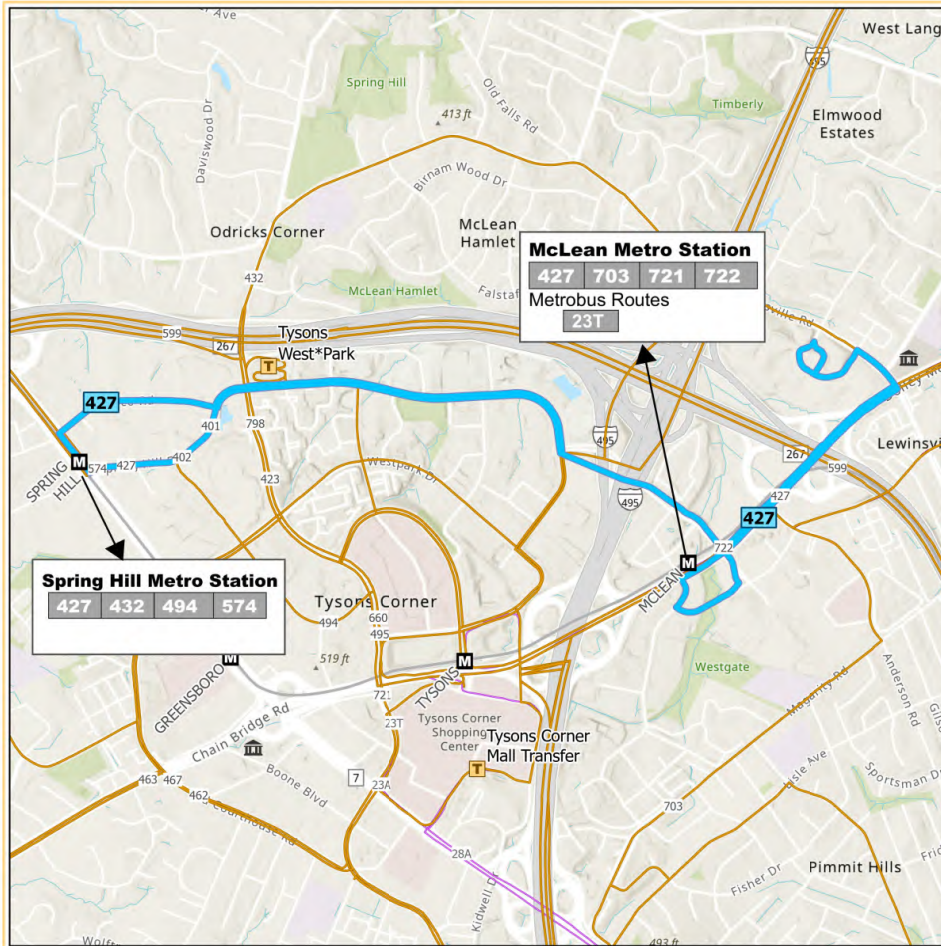
OVERVIEW	CLASS	Circulator
	DIRECTIONS	Largely clockwise
	VIA	Westpark Dr, Jones Branch Dr
	TRANSFERS AVAILABLE	Connector 401, 402, 427, 432, 462, 463, 467, 494, 495, 574, 660, 721, 798; Metrorail Silver Line; Metrobus 23A, 23T, 28A
IMPROVEMENT(S)	Realignment and improved frequency	

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 423			
	SERVICE HOURS	5:30 AM - 9:16 PM	7:00 AM - 7:16 PM	7:00 AM - 7:16 PM
FREQUENCY	RUSH	10 mins		
	NON-RUSH	20 mins	20 mins	20 mins

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	1 TRANSIT CENTERS	0 COLLEGES	0 PARK & RIDE LOTS
1 METRORAIL STATIONS	4 ACTIVITY CENTERS	0 HOSPITALS	0 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 427: NORTH TYSONS - SPRING HILL METRORAIL STATION



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.5 1 Miles

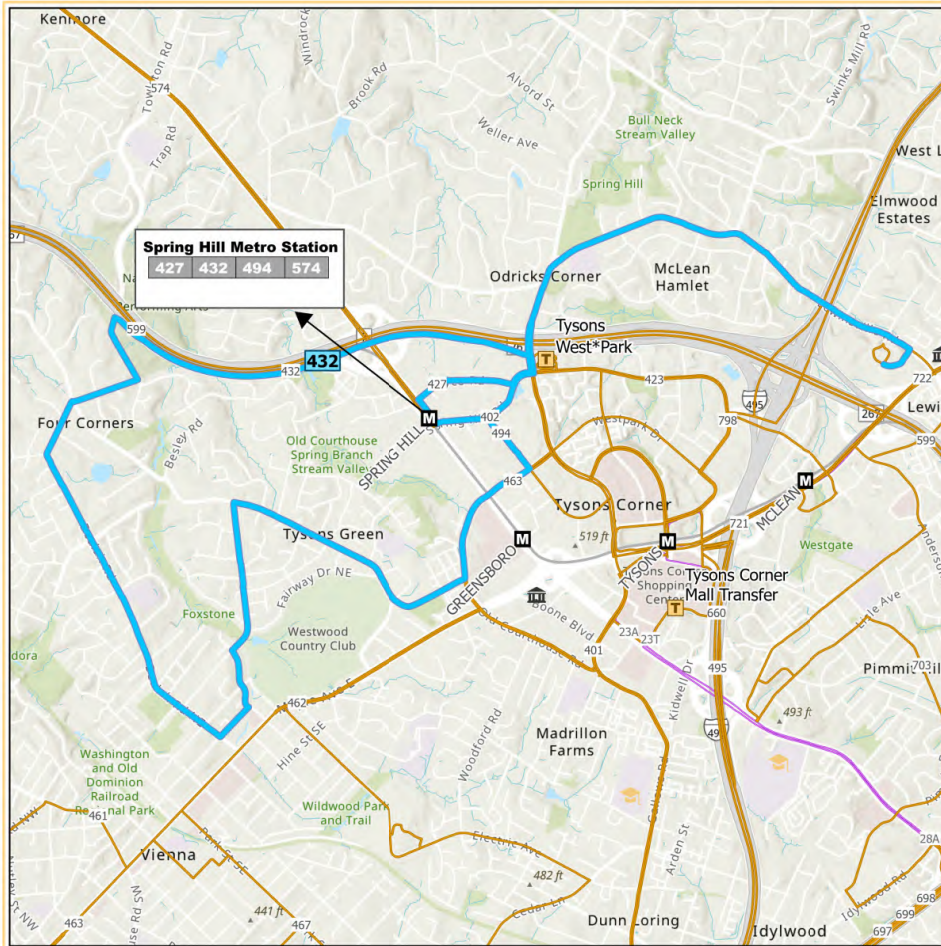
OVERVIEW	CLASS	Feeder
	DIRECTIONS	Eastbound/Westbound
	VIA	Jones Branch Dr., Spring Hill Rd
	TRANSFERS AVAILABLE	Connector 401, 402, 423, 432, 494, 574, 703, 721, 722, 798; Metrorail Silver Line; Metrobus 23T
	IMPROVEMENT(S)	New route

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 427	6:00 AM - 9:17 AM — 3:30 PM - 6:47 PM	No Service	No Service
	FREQUENCY	RUSH 20 mins	No Service	No Service
	NON-RUSH No Service			

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	1 TRANSIT CENTERS	0 COLLEGES	0 PARK & RIDE LOTS
2 METRORAIL STATIONS	3 ACTIVITY CENTERS	0 HOSPITALS	2 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 432: OLD COURTHOUSE - FARM CREDIT



Proposed Route
 Proposed Route

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Blue Line
 Orange Line
 Silver Line
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.5 1 Miles

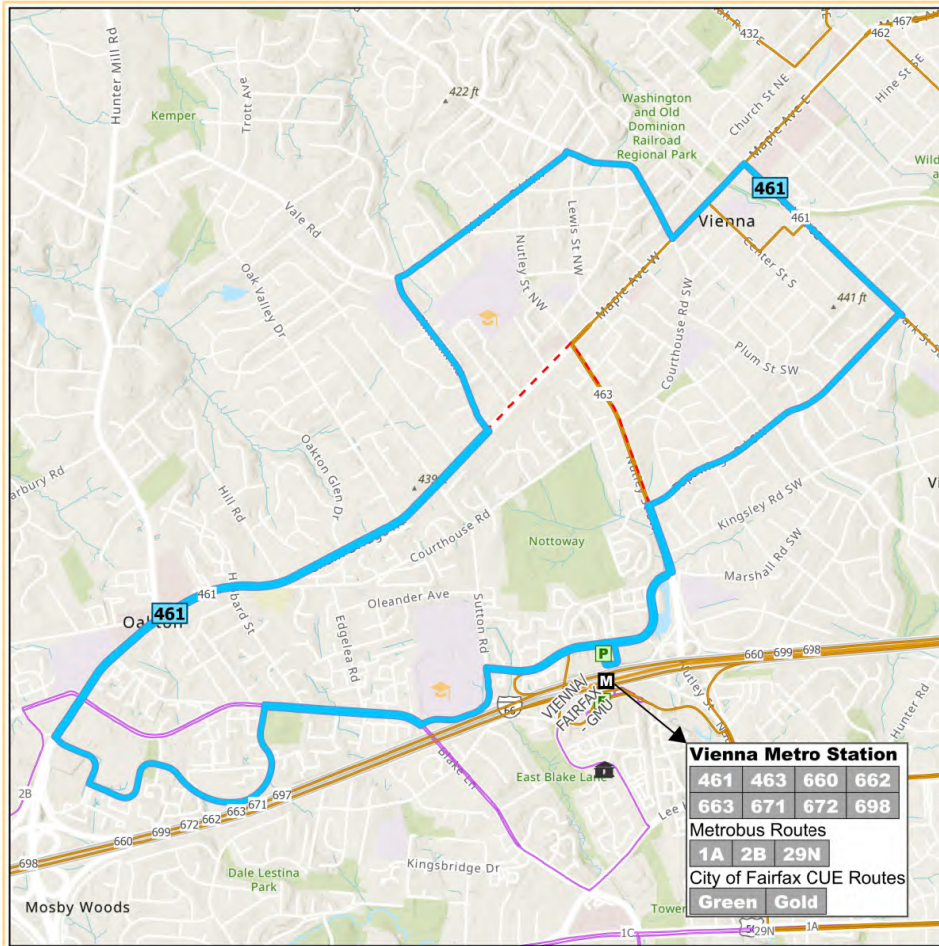
OVERVIEW	CLASS	Local
	DIRECTIONS	Clockwise
	VIA	Dulles Toll Rd, Beulah, Spring Hill Metro station
	TRANSFERS AVAILABLE	Connector 401, 402, 423, 427, 463, 494, 574, 798; Metrorail Silver Line
	IMPROVEMENT(S)	Improved span of service, and realignment to serve Farm Credit area

LEVEL OF SERVICE	PROPOSED ROUTE 432	SERVICE HOURS	WEEKDAY	SATURDAY	SUNDAY
				5:31 AM - 9:07 AM — 3:27 PM - 7:20 PM	No Service
FREQUENCY		RUSH	40 mins	No Service	No Service
		NON-RUSH	No Service	No Service	No Service

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	1 TRANSIT CENTERS	0 COLLEGES	0 PARK & RIDE LOTS
1 METRORAIL STATIONS	4 ACTIVITY CENTERS	0 HOSPITALS	2 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 461: VIENNA - OAKTON



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

Legend
 Blue Line
 Orange Line
 Silver Line
 Yellow Line

Scale: 0 0.25 0.5 1 Miles

Vienna Metro Station
 461 463 660 662
 663 671 672 698
Metrobus Routes
 1A 2B 29N
City of Fairfax CUE Routes
 Green Gold

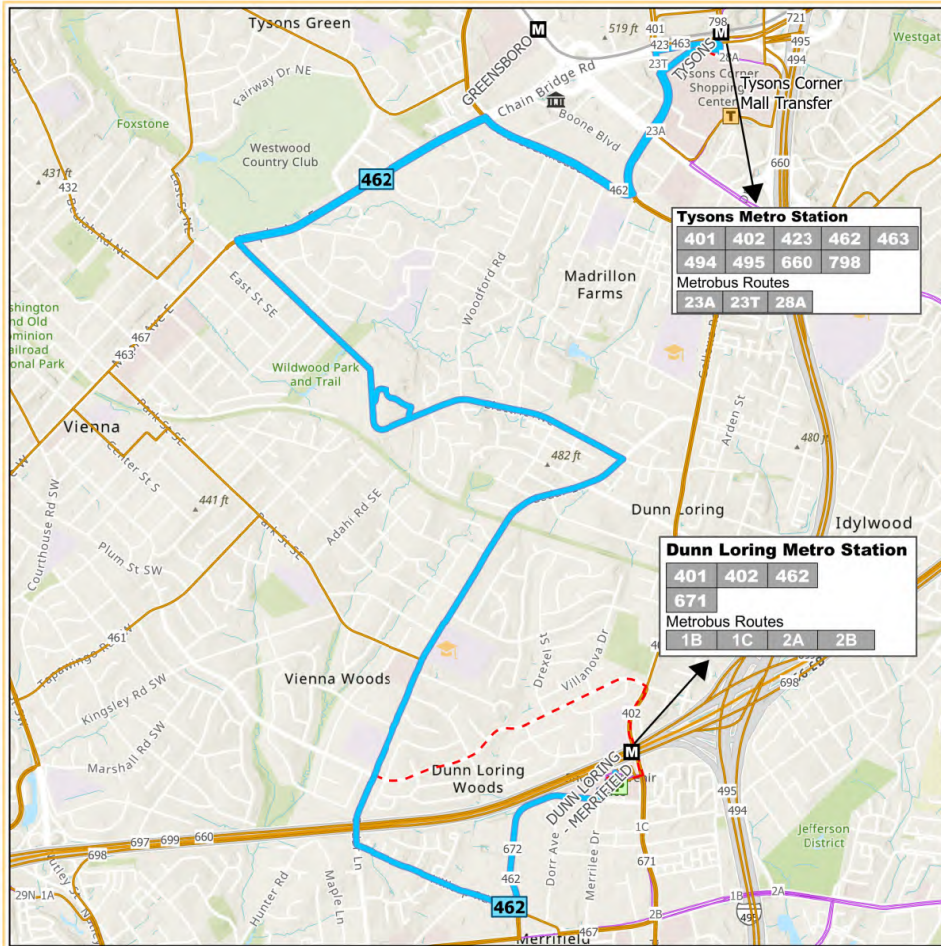
OVERVIEW	CLASS	Feeder
	DIRECTIONS	Circular
	VIA	Tapawingo Rd, Park St, Flint Hill Rd, Maple Ave/Route 123, Bushman Dr
	TRANSFERS AVAILABLE	Connector 463, 467, 660, 662, 663, 671, 672, 698; Metrorail Orange Line; Metrobus 1A, 2B, 29N; CUE Green, Gold
	IMPROVEMENT(S)	Realignment and more frequent service

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 461			
	SERVICE HOURS	6:00 AM - 7:55 PM	No Service	No Service
FREQUENCY	RUSH	20 mins	No Service	No Service
	NON-RUSH	40 mins	No Service	No Service

FACILITIES SERVED WITHIN A QUARTER MILE

2 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
1 METRO RAIL STATIONS	2 ACTIVITY CENTERS	0 HOSPITALS	0 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 462: DUNN LORING - NAVY FEDERAL - TYSONS



Tysons Metro Station

401	402	423	462	463
494	495	660	798	

Metrobus Routes
23A 23T 28A

Dunn Loring Metro Station

401	402	462
671		

Metrobus Routes
1B 1C 2A 2B

Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.25 0.5 1 Miles

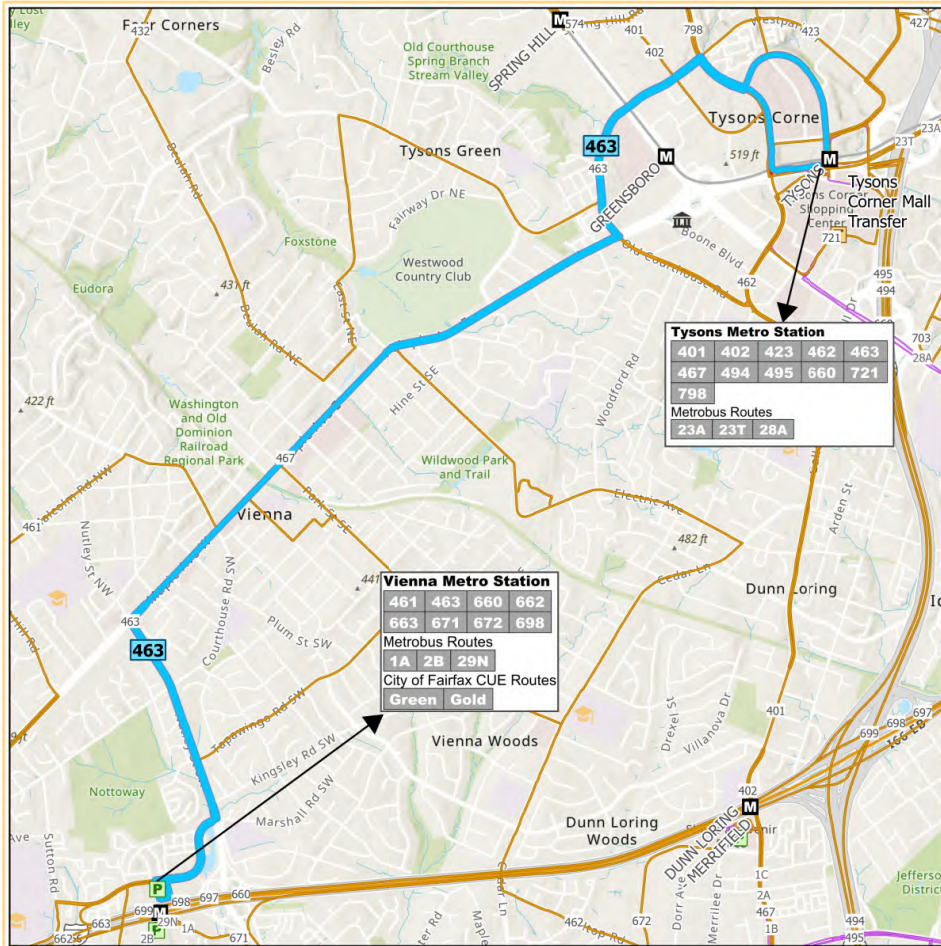
OVERVIEW	CLASS	Local
	DIRECTIONS	Northbound/Southbound
	VIA	Cedar Ln, Navy Federal, Old Courthouse Rd
	TRANSFERS AVAILABLE	Connector 401, 402, 423, 463, 494, 495, 660, 671, 672, 721, 798; Metrorail Orange Line, Silver Line; Metrobus 1B, 1C, 2A, 2B, 23A, 23T, 28A
	IMPROVEMENT(S)	No Change

		WEEKDAY	SATURDAY	SUNDAY	
LEVEL OF SERVICE	PROPOSED ROUTE 462	SERVICE HOURS	5:15 AM - 9:23 AM — 3:50 PM - 7:38 PM	No Service	No Service
		FREQUENCY	RUSH	20-35 mins	No Service
	NON-RUSH		No Service	No Service	No Service

FACILITIES SERVED WITHIN A QUARTER MILE

1 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
2 METRO RAIL STATIONS	3 ACTIVITY CENTERS	0 HOSPITALS	1 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 463: MAPLE AVENUE - VIENNA METRORAIL STATION



Proposed Route Existing Service Transit Facilities Points of Interest

- Blue line: Proposed Route
- Orange line: Fairfax Connector Routes
- Blue line: Blue Line
- M icon: Metrorail Station
- H icon: Hospital
- P icon: Park & Ride
- Orange line: Orange Line
- Green line: Metrorail Silver Line
- Yellow line: Metrorail Yellow Line
- Green line: Metrorail Green Line
- T icon: Transit Station
- Government Center icon: Government Center
- Middle School/High School icon: Middle School/High School
- College/University icon: College/University

0 0.25 0.5 1 Miles

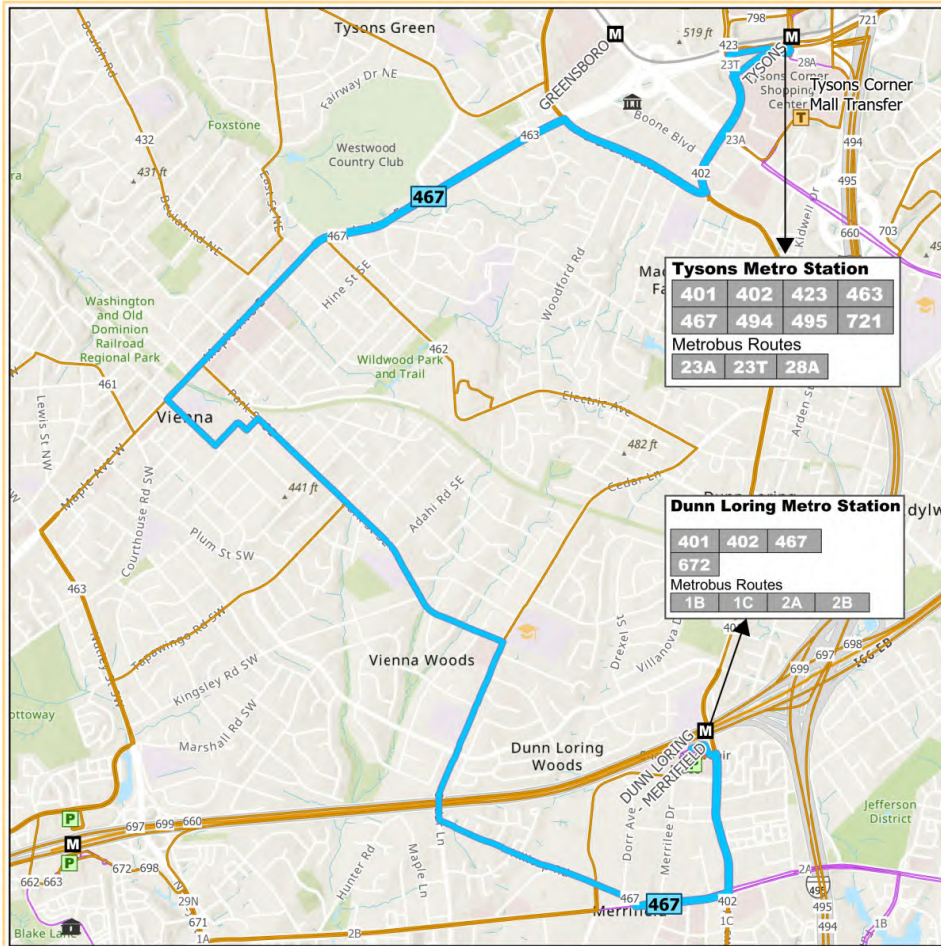
OVERVIEW	CLASS	Local
	DIRECTIONS	Northbound/Southbound
	VIA	Nutley St, Maple Ave, Gosnell Rd
	TRANSFERS AVAILABLE	Connector 401, 402, 423, 432, 461, 462, 467, 494, 495, 660, 662, 663, 671, 672, 698, 721, 798; Metrorail Orange Line, Silver Line; Metrobus 1A, 2B, 23A, 23T, 28A, 29N; CUE Green, Gold
	IMPROVEMENT(S)	Improved frequencies in the morning rush hours and on Saturdays

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 463			
	SERVICE HOURS	5:05 AM - 11:48 PM	6:00 AM - 11:26 PM	7:00 AM - 8:54 PM
	FREQUENCY			
	RUSH	20-25 mins		
	NON-RUSH	30 mins	30 mins	60 mins

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 0 TRANSIT CENTERS
- 0 COLLEGES
- 1 PARK & RIDE LOTS
- 3 METRORAIL STATIONS
- 4 ACTIVITY CENTERS
- 0 HOSPITALS
- 0 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 467: DUNN LORING - TYSONS



Proposed Route Existing Service

- Blue Line
- Fairfax Connector Routes
- Orange Line
- Eliminated Segment
- Metrobus Routes
- Silver Line
- Yellow Line

Transit Facilities

- M: Metrorail Station
- P: Park & Ride
- T: Transit Station
- H: Hospital
- Government Center
- Middle School/High School
- College/University

Points of Interest

Scale: 0 0.25 0.5 1 Miles

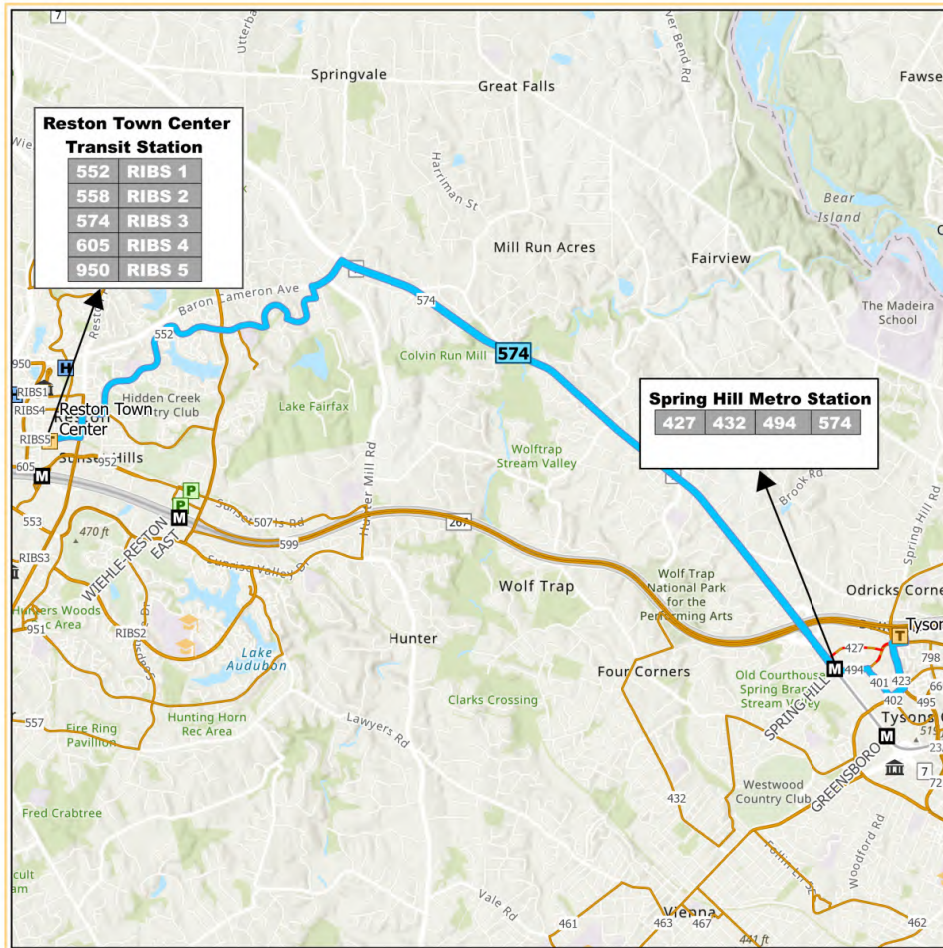
OVERVIEW	CLASS	Local
	DIRECTIONS	Northbound/Southbound
	VIA	Cedar Ln, Park St, Maple Ave/Route 123, Old Courthouse Rd
	TRANSFERS AVAILABLE	Connector 401, 402, 423, 461, 463, 494, 495, 672, 721; Metrorail Orange Line, Silver Line; Metrobus 1B, 1C, 2A, 2B, 23A, 23T, 28A
	IMPROVEMENT(S)	No change

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 467	9:00 AM - 3:32 PM — 7:58 PM - 11:50 PM	6:20 AM - 11:33 PM	8:20 AM - 8:53 PM
	FREQUENCY	RUSH No Service	40 mins	40 mins
	NON-RUSH 40 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

- 1** HIGH/MIDDLE SCHOOLS
- 0** TRANSIT CENTERS
- 0** COLLEGES
- 1** PARK & RIDE LOTS
- 2** METRO RAIL STATIONS
- 3** ACTIVITY CENTERS
- 0** HOSPITALS
- 2** GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 574: RESTON TOWN CENTER TRANSIT CENTER – TYSONS WEST* PARK TRANSIT CENTER



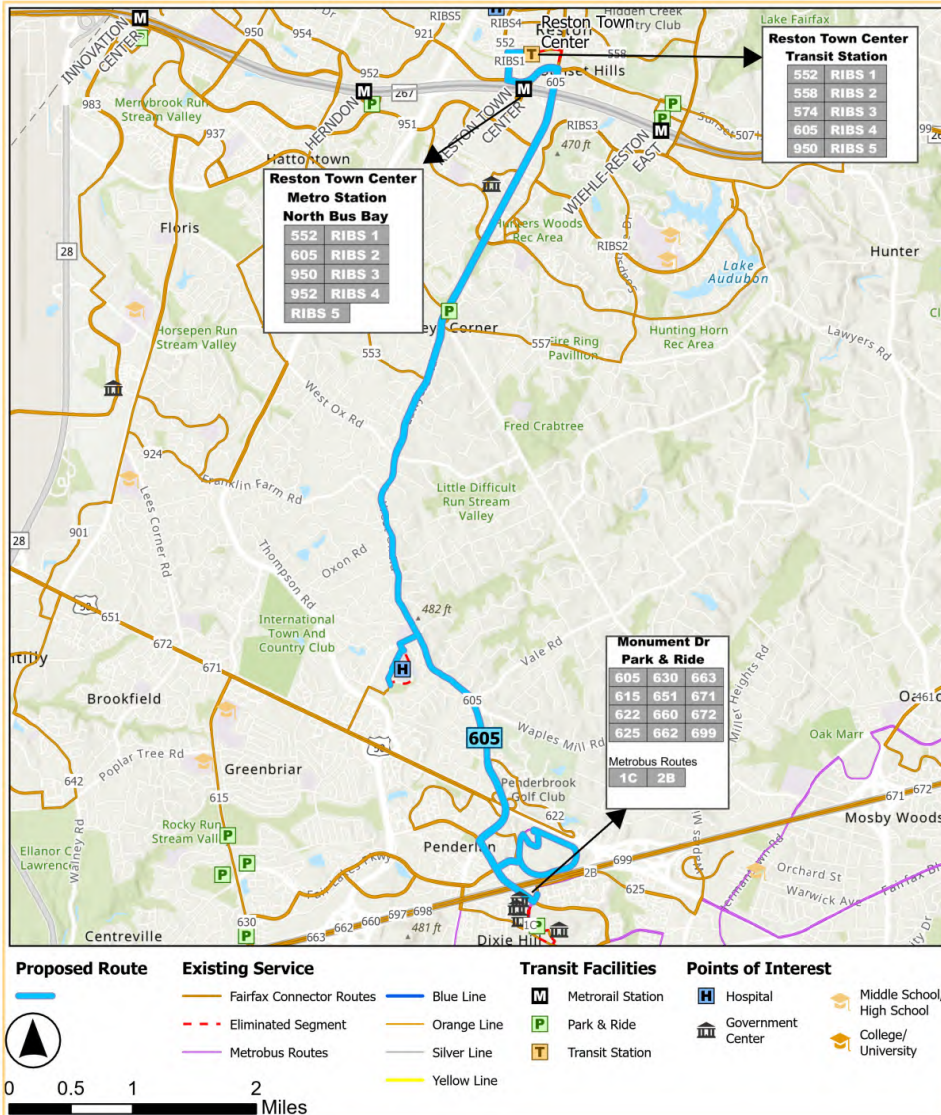
OVERVIEW	CLASS	Cross County
	DIRECTIONS	Eastbound/Westbound
	VIA	Lake Anne, Lake Fairfax, Leesburg Pike
	TRANSFERS AVAILABLE	Silver Line, 552, 558, 605, 950, RIBS1, RIBS2, RIBS3, RIBS4, RIBS5, 401, 402, 423, 427, 432, 494, 798
	IMPROVEMENT(S)	Realignment in the Tysons area

LEVEL OF SERVICE		PROPOSED ROUTE 574					
		WEEKDAY	SATURDAY	SUNDAY			
PROPOSED ROUTE 574	SERVICE HOURS	5:00 AM - 10:25 PM	6:15 AM - 12:25 AM	7:00 AM - 9:55 PM			
	FREQUENCY	<table border="1"> <tr> <td>PEAK</td> <td>30 mins</td> </tr> <tr> <td>OFF-PEAK</td> <td>45 mins</td> </tr> </table>	PEAK	30 mins	OFF-PEAK	45 mins	45 mins
PEAK	30 mins						
OFF-PEAK	45 mins						

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	2 TRANSIT CENTERS	0 COLLEGES	0 PARK & RIDE LOTS
1 METRORAIL STATIONS	4 ACTIVITY CENTERS	0 HOSPITALS	3 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 605: RESTON - FAIR OAKS



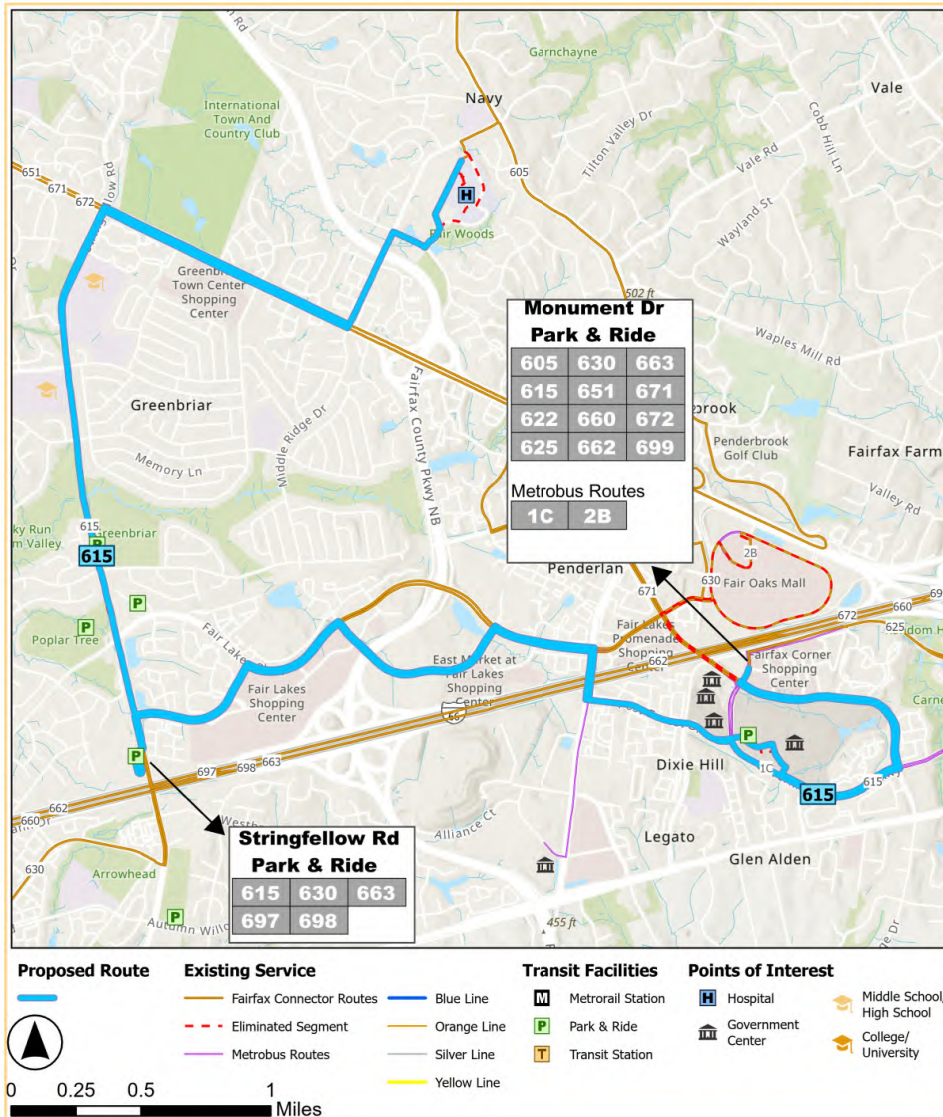
OVERVIEW	CLASS	Cross County
	DIRECTIONS	Southbound/Northbound
	VIA	Reston Town Center Metro (North), Reston Pkwy, Lawyers Rd, Inova Fair Oaks Hospital, Fair Oaks Mall
	TRANSFERS AVAILABLE	Silver Line, 552, 553, 557, 558, 574, 615, 950, 951, 952, RIBS1, RIBS2, RIBS3, RIBS4, RIBS5, 622, 625, 630, 651, 660, 662, 663, 671, 672, 699; Metrobus 1C, 2B
	IMPROVEMENT(S)	Route is realigned to serve Monument Dr. P&R/Transit Center, and connects to Route 615, for a one-seat ride to Fairfax County Government Ctr. and Fair Lakes area

		WEEKDAY	SATURDAY	SUNDAY	
LEVEL OF SERVICE	PROPOSED ROUTE 605	SERVICE HOURS	6:00 AM - 10:25 PM	7:00 AM - 9:55 PM	7:00 AM - 9:55 PM
		FREQUENCY	RUSH 30 mins NON-RUSH 45 mins	45 mins	45 mins

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	1 TRANSIT CENTERS	0 COLLEGES	2 PARK & RIDE LOTS
1 METRORAIL STATIONS	3 ACTIVITY CENTERS	1 HOSPITALS	4 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 615: MONUMENT DRIVE TRANSIT CENTER - GREENBRIAR



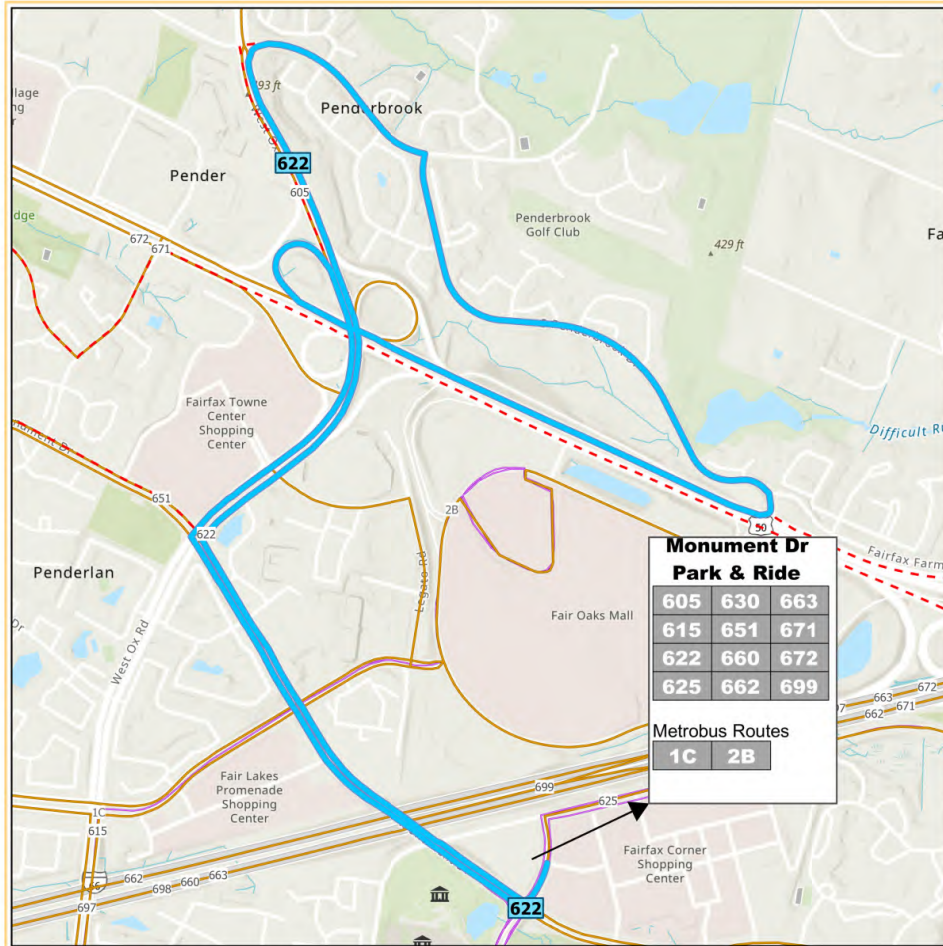
OVERVIEW	CLASS	Local
	DIRECTIONS	Southbound/Northbound
	VIA	Fair Lakes, Fairfax County Government Center, Stringfellow P&R
	TRANSFERS AVAILABLE	Connector 605, 622, 625, 630, 651, 660, 662, 663, 671, 672, 697, 698, 699; Metrobus 1C, 2B
	IMPROVEMENT(S)	Route connectivity is improved via Stringfellow Park and Ride. Route is realigned to serve Monument Dr. P&R/Transit Center, where it will connect to Route 605, for a one-seat ride to Fair Oaks Mall and Reston

LEVEL OF SERVICE	PROPOSED ROUTE 615	SERVICE HOURS	WEEKDAY	SATURDAY	SUNDAY
			6:41 AM - 9:47 PM	7:40 AM - 9:48 PM	7:40 AM - 9:48 PM
		FREQUENCY	RUSH	30 mins	45 mins
NON-RUSH	45 mins				

FACILITIES SERVED WITHIN A QUARTER MILE

2 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	6 PARK & RIDE LOTS
0 METRO RAIL STATIONS	1 ACTIVITY CENTERS	1 HOSPITALS	2 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 622: FAIRFAX TOWNE CENTER



Monument Dr Park & Ride

605	630	663
615	651	671
622	660	672
625	662	699

Metrobus Routes

1C	2B
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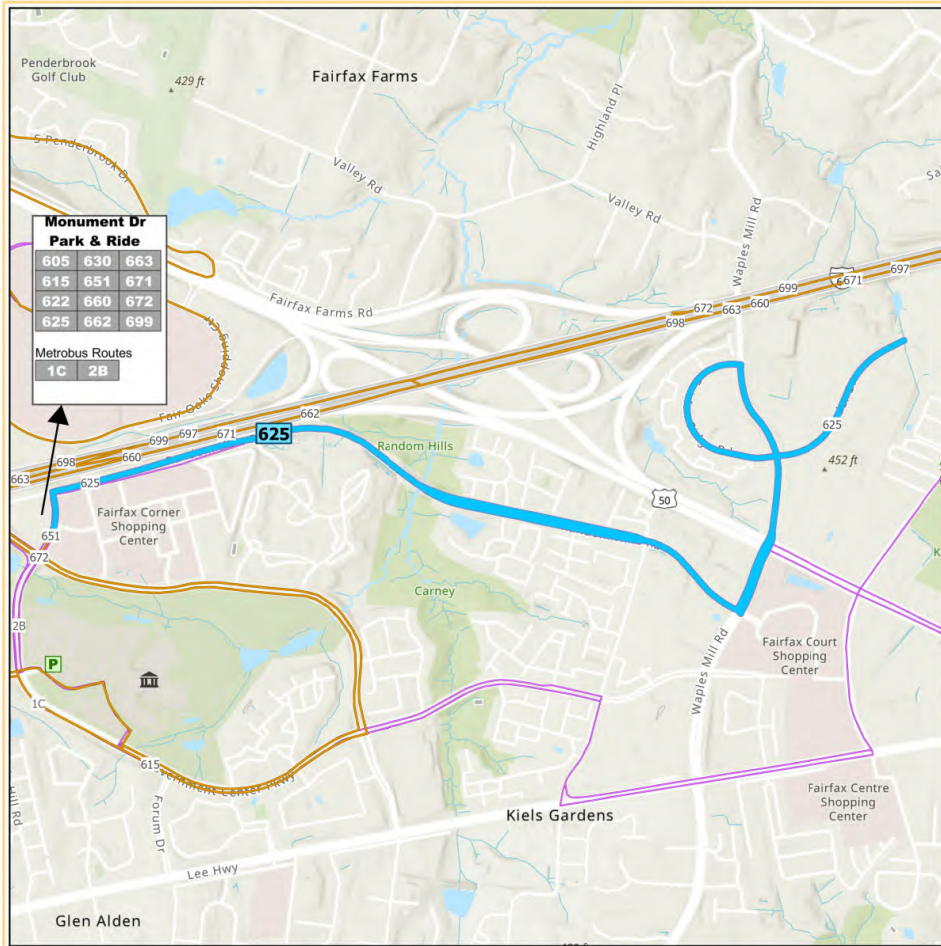
OVERVIEW	CLASS	Circulator
	DIRECTIONS	Circular (Clockwise)
	VIA	Monument Dr. P&R/Transit Center, Fairfax Towne Center, West Ox Rd, Penderbrook Dr.
	TRANSFERS AVAILABLE	Connector 605, 615, 625, 630, 651, 660, 662, 663, 671, 672, 699; Metrobus 1C, 2B
	IMPROVEMENT(S)	Route is now focused on providing more local links and connection, new weekend service

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 622			
	SERVICE HOURS	6:00 AM - 11:20 PM	7:00 AM - 11:20 PM	7:00 AM - 10:20 PM
	FREQUENCY	RUSH	30 mins	
		NON-RUSH	60 mins	60 mins

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	2 PARK & RIDE LOTS
0 METRO RAIL STATIONS	2 ACTIVITY CENTERS	0 HOSPITALS	5 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 625: RANDOM HILLS - PENDER DRIVE



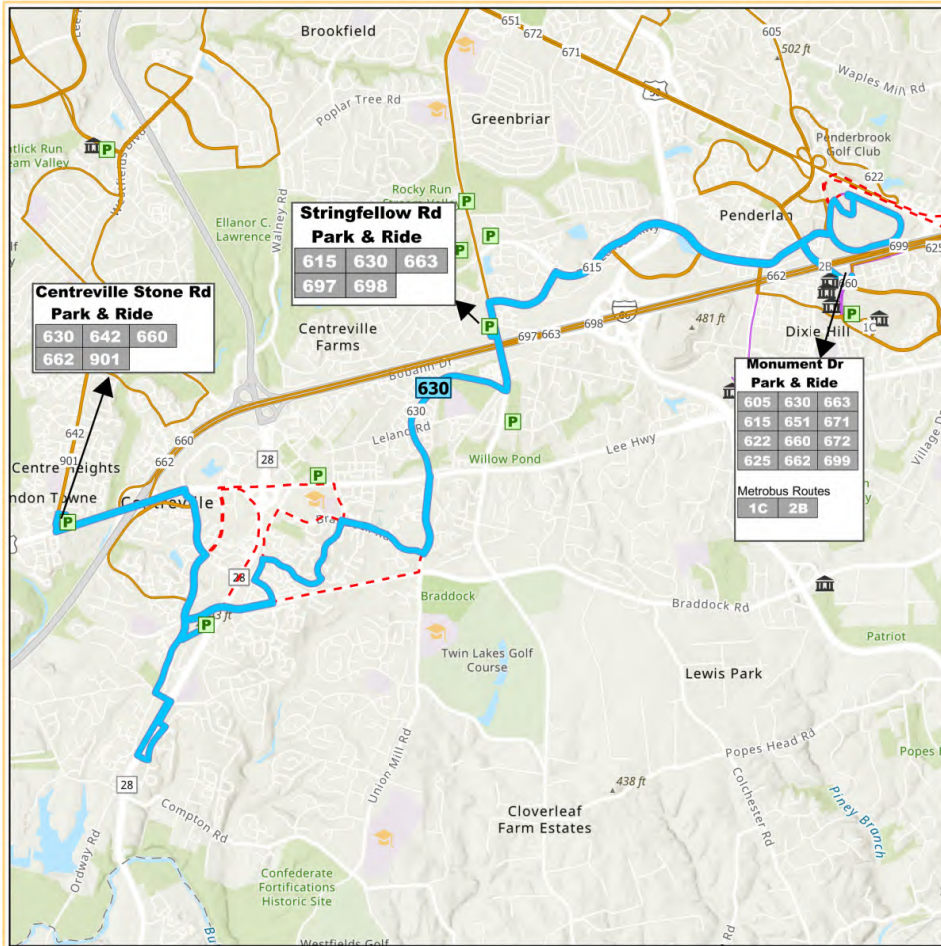
OVERVIEW	CLASS	Local
	DIRECTIONS	Eastbound/Westbound
	VIA	Random Hills Rd, Waples Mill Dr, Fairfax Ridge Rd
	TRANSFERS AVAILABLE	Connector 605, 615, 622, 630, 651, 660, 662, 663, 671, 672, 699; Metrobus 1C, 2B
	IMPROVEMENT(S)	New route providing service on Random Hills Rd and Pender Dr.

		WEEKDAY	SATURDAY	SUNDAY		
LEVEL OF SERVICE	PROPOSED ROUTE 625	SERVICE HOURS	6:00 AM - 6:52 PM	No Service	No Service	
		FREQUENCY	RUSH	30 mins	No Service	No Service
			NON-RUSH	30 mins		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
0 METRO RAIL STATIONS	2 ACTIVITY CENTERS	0 HOSPITALS	4 GOVERNMENT / COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 630: CENTREVILLE - MONUMENT



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes

Existing Service
 Fairfax Connector Routes
 Blue Line
 Orange Line
 Silver Line
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.5 1 2 Miles

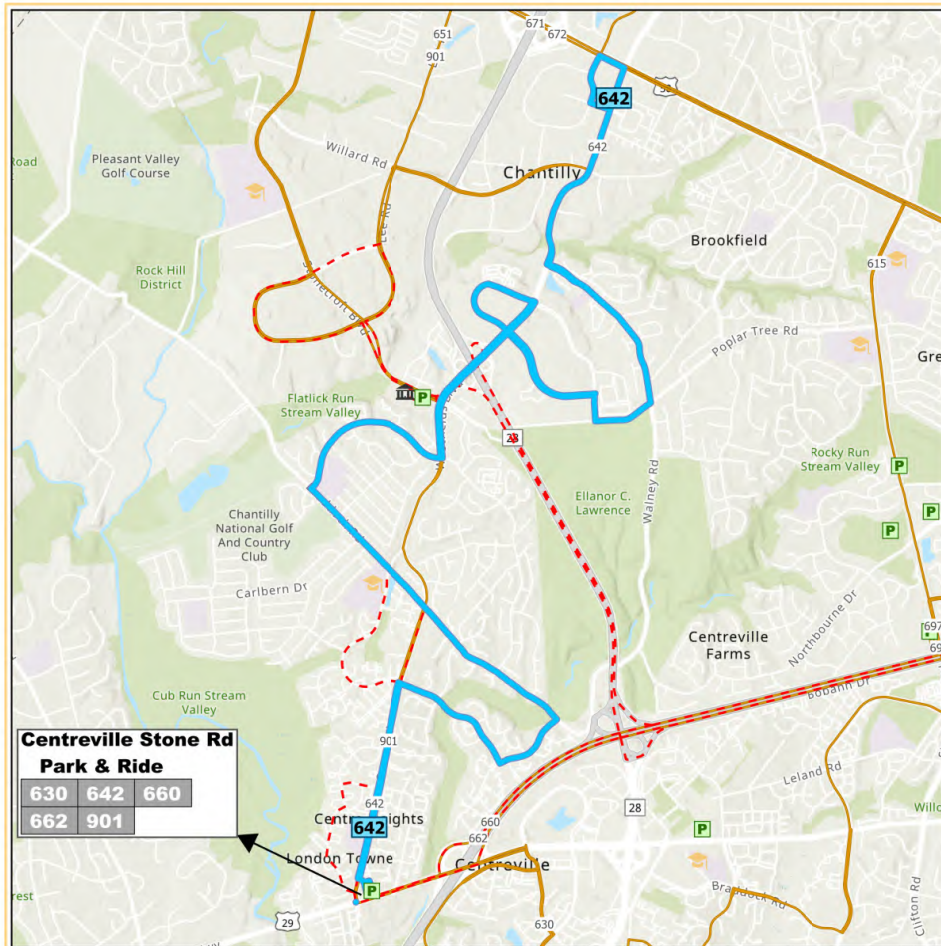
OVERVIEW	CLASS	Local
	DIRECTIONS	Eastbound/Westbound
	VIA	Machen Rd, Centerwood Dr, Braddock Rd, Stringfellow Rd, Fair Lakes, Fair Oaks Mall
	TRANSFERS AVAILABLE	Connector 605, 615, 622, 625, 642, 651, 660, 662, 663, 671, 672, 697, 698, 699, 901; Metrobus 1C, 2B
	IMPROVEMENT(S)	Route is realigned with improved frequencies and span, and new service to the southern part of Centreville

LEVEL OF SERVICE		WEEKDAY		SATURDAY	SUNDAY
		PROPOSED ROUTE 630	SERVICE HOURS	5:05 AM - 11:50 PM	
FREQUENCY	PEAK		30 mins	60 mins	60 mins
	OFF-PEAK	60 mins			

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	6 PARK & RIDE LOTS
0 METRO RAIL STATIONS	2 ACTIVITY CENTERS	0 HOSPITALS	7 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 642: CENTREVILLE - CHANTILLY



Centreville Stone Rd Park & Ride

630	642	660
662	901	

Proposed Route
 Proposed Route

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes

Transit Facilities
 Blue Line
 Orange Line
 Silver Line
 Yellow Line

Points of Interest
 Metrorail Station
 Hospital
 Government Center
 Middle School/High School
 College/University
 Park & Ride
 Transit Station

0 0.5 1 Miles

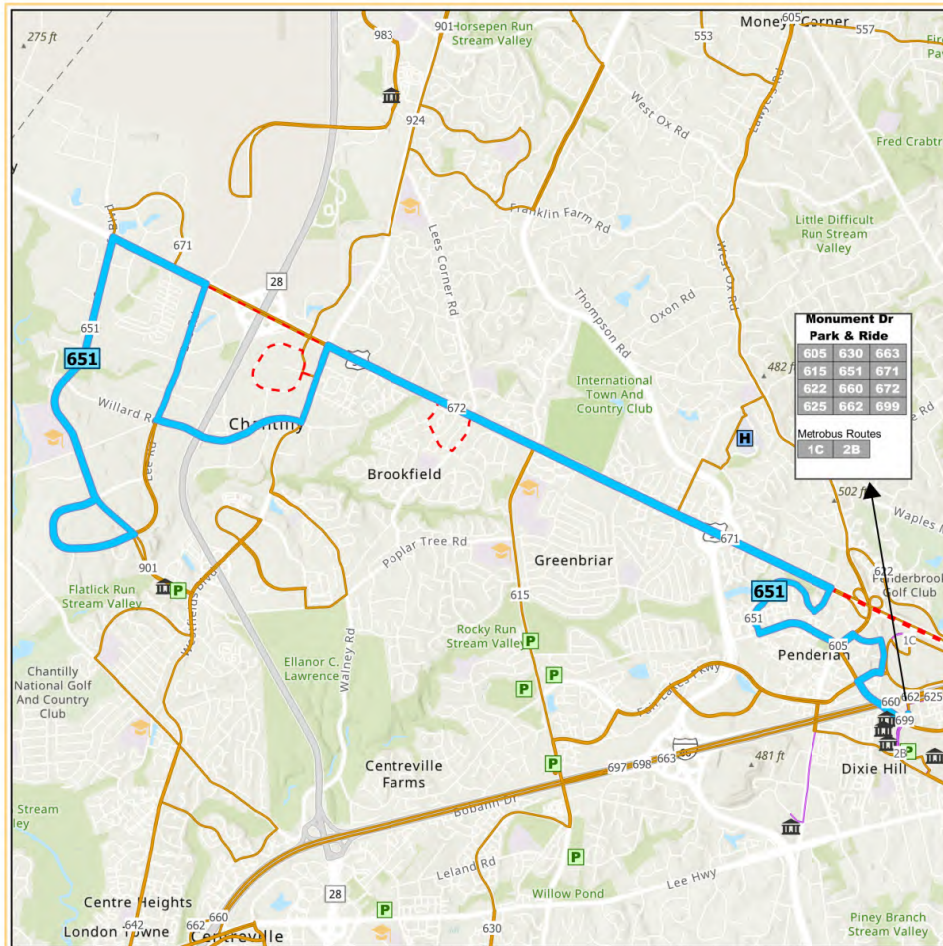
OVERVIEW	CLASS	Feeder
	DIRECTIONS	Northbound/Southbound
	VIA	Stone Rd, Awbrey Patent Dr, Braddock Rd
	TRANSFERS AVAILABLE	Connector 630, 651, 660, 662, 671, 672, 901
	IMPROVEMENT(S)	Route will provide connections to several routes at Centreville (Stone Rd) Park & Ride

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 642			
	SERVICE HOURS	5:30 AM - 9:26 PM	7:00 AM - 9:26 PM	7:00 AM - 7:56 PM
	FREQUENCY	RUSH	30 mins	
		NON-RUSH	60 mins	60 mins

FACILITIES SERVED WITHIN A QUARTER MILE

0 METRORAIL STATIONS	0 TRANSIT CENTERS	0 COLLEGES	1 PARK & RIDE LOTS
0 HIGH/MIDDLE SCHOOLS	1 ACTIVITY CENTERS	0 HOSPITALS	2 GOVERNMENT/COMMUNITY/HUMAN SERVICES CENTERS

ROUTE 651: SULLYFIELD - MONUMENT



Proposed Route
 Proposed Route

Existing Service
 Fairfax Connector Routes
 Metrobus Routes
 Eliminated Segment

Transit Facilities
 Metrorail Station
 Hospital
 Transit Station
 Park & Ride

Points of Interest
 Middle School/ High School
 Government Center
 College/ University

0 1 2 Miles

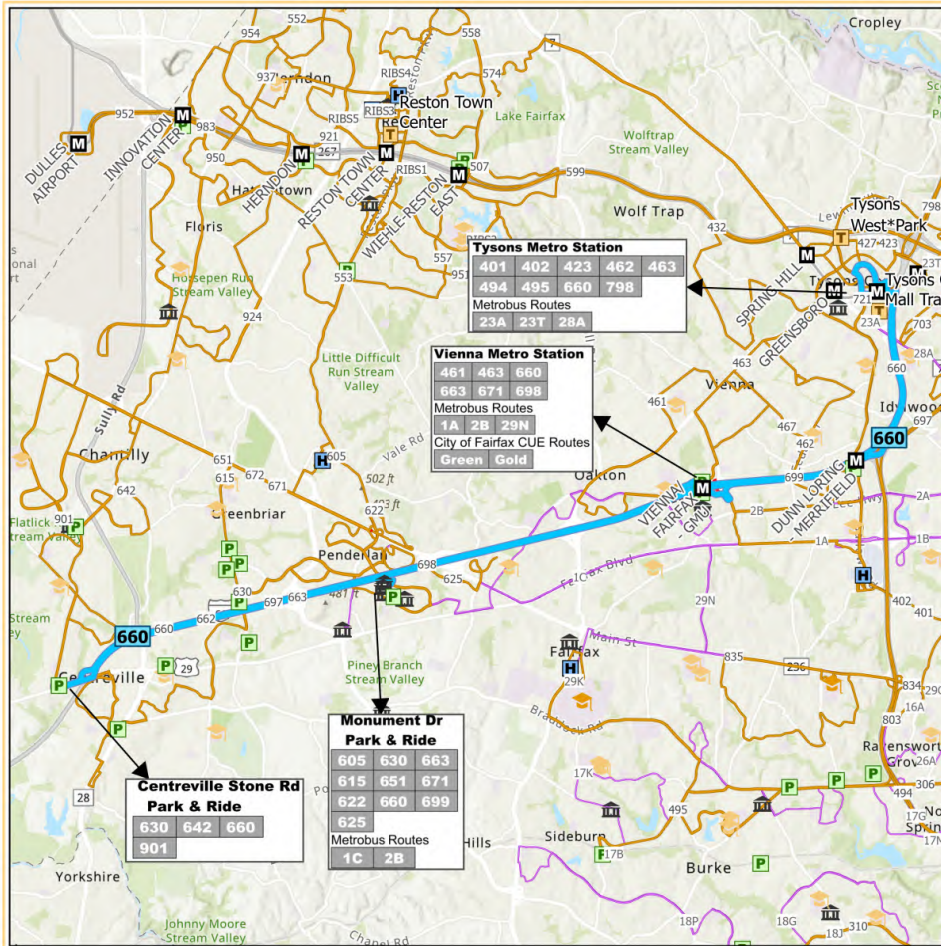
OVERVIEW	CLASS	Local
	DIRECTIONS	Eastbound/Westbound
	VIA	Stonecroft Blvd, Conference Center Dr, Newbrook Dr, Walney Rd, Route 50, Fair Ridge
	TRANSFERS AVAILABLE	Connector 605, 615, 622, 625, 630, 642, 660, 662, 663, 671, 672, 699, 901; Metrobus 1C, 2B
	IMPROVEMENT(S)	New seven days-a-week service with new and improved links to the Westfields, Chantilly, and Fair Ridge areas

		WEEKDAY	SATURDAY	SUNDAY
LEVEL OF SERVICE	PROPOSED ROUTE 651			
	SERVICE HOURS	5:45 AM - 11:05 PM	7:15 AM - 11:05 PM	7:15 AM - 10:05 PM
	FREQUENCY	PEAK	30 mins	60 mins
		OFF-PEAK	60 mins	

FACILITIES SERVED WITHIN A QUARTER MILE

1 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	3 PARK & RIDE LOTS
0 METRO RAIL STATIONS	3 ACTIVITY CENTERS	0 HOSPITALS	5 GOVERNMENT/ COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 660: STONE ROAD - MONUMENT - TYSONS



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 1 2 4 Miles

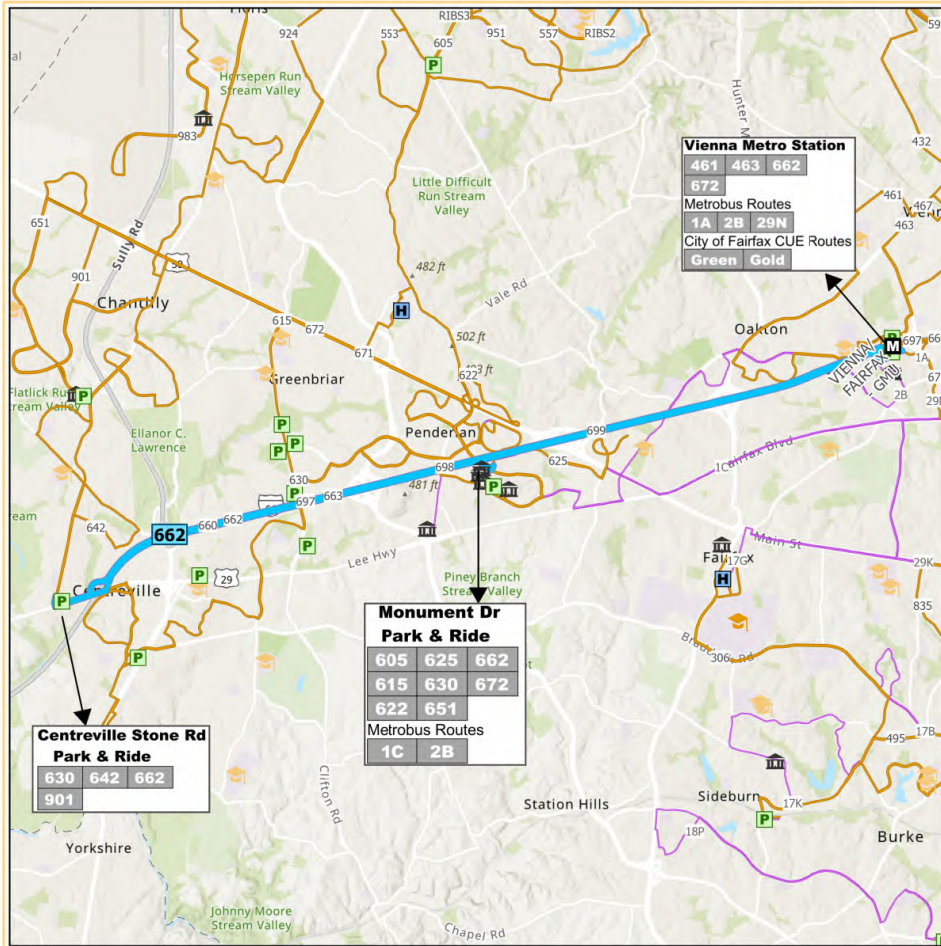
OVERVIEW	CLASS	Cross-County Connector
	DIRECTIONS	Eastbound/Westbound
	VIA	I-66, Vienna Metrorail Station, I-495 Express Lanes
	TRANSFERS AVAILABLE	Connector: 401, 402, 423, 461, 462, 463, 467, 494, 495, 605, 615, 622, 625, 630, 642, 651, 663, 671, 698, 699, 721, 798, 901; Metrorail: Orange/Silver Line; Metrobus: 1A, 1C, 2B, 23A, 23T, 28A, 29N; CUE: Green, Gold
	IMPROVEMENT(S)	Route is realigned to serve Monument Dr. Transit Center

		WEEKDAY	SATURDAY	SUNDAY		
LEVEL OF SERVICE	PROPOSED ROUTE 660	SERVICE HOURS	5:00 AM - 10:04 AM — 3:00 PM - 8:39 PM	No Service	No Service	
		FREQUENCY	RUSH	10-15 mins	No Service	No Service
			NON-RUSH	No Service	No Service	No Service

FACILITIES SERVED WITHIN A QUARTER MILE

2 METRORAIL STATIONS	0 TRANSIT CENTERS	5 ACTIVITY CENTERS	0 COLLEGES	4 PARK & RIDE LOTS
0 HIGH/MIDDLE SCHOOLS	0 HOSPITALS	9 GOVERNMENT/COMMUNITY/HUMAN SERVICES CENTERS		

ROUTE 662: CENTREVILLE (STONE RD) PARK & RIDE - VIENNA METRORAIL STATION



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/ High School
 College/ University

0 1 2 Miles

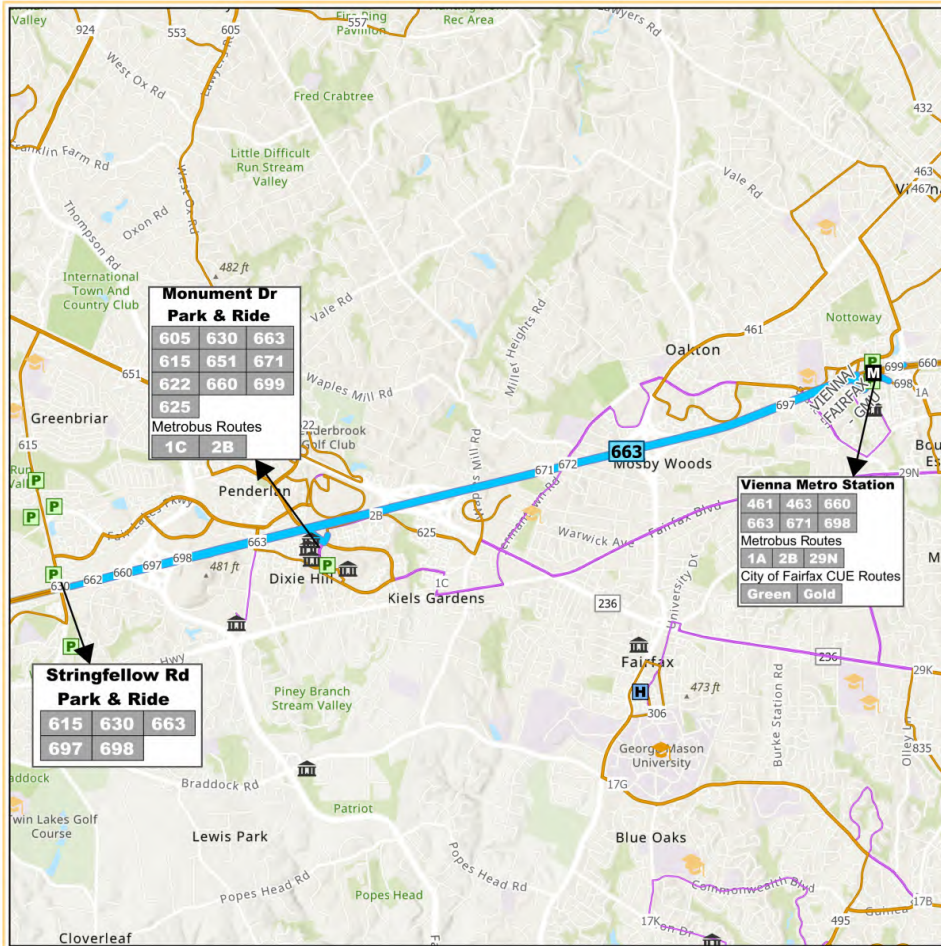
OVERVIEW	CLASS	Cross County
	DIRECTIONS	Eastbound/Westbound
	VIA	I-66, Monument Dr. P&R/Transit Center
	TRANSFERS AVAILABLE	Connector 461, 463, 605, 615, 622, 625, 630, 642, 651, 672, 901; Metrorail Orange Line; Metrobus 1A, 1C, 2B, 29N; CUE Green, Gold
	IMPROVEMENT(S)	New off-peak and weekend service between Centreville (Stone Rd) Park & Ride and the Vienna Metro station

LEVEL OF SERVICE	PROPOSED ROUTE 662	WEEKDAY		SATURDAY	SUNDAY	
		SERVICE HOURS	9:30 AM - 3:23 PM — 7:30 PM - 11:23 PM		7:00 AM - 11:23 PM	7:00 AM - 10:23 PM
			FREQUENCY	RUSH	No Service	30 mins
NON-RUSH	30 mins					

FACILITIES SERVED WITHIN A QUARTER MILE

1 METRORAIL STATIONS	0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	4 PARK & RIDE LOTS
2 ACTIVITY CENTERS	0 HOSPITALS	7 GOVERNMENT/ COMMUNITY / HUMAN SERVICES CENTERS		

ROUTE 663: STRINGFELLOW - MONUMENT - VIENNA METRORAIL STATION



Proposed Route
 Proposed Route

Existing Service
 Fairfax Connector Routes
 Blue Line
 Eliminated Segment
 Metrobus Routes
 Orange Line
 Silver Line
 Yellow Line

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 1.5 3 Miles

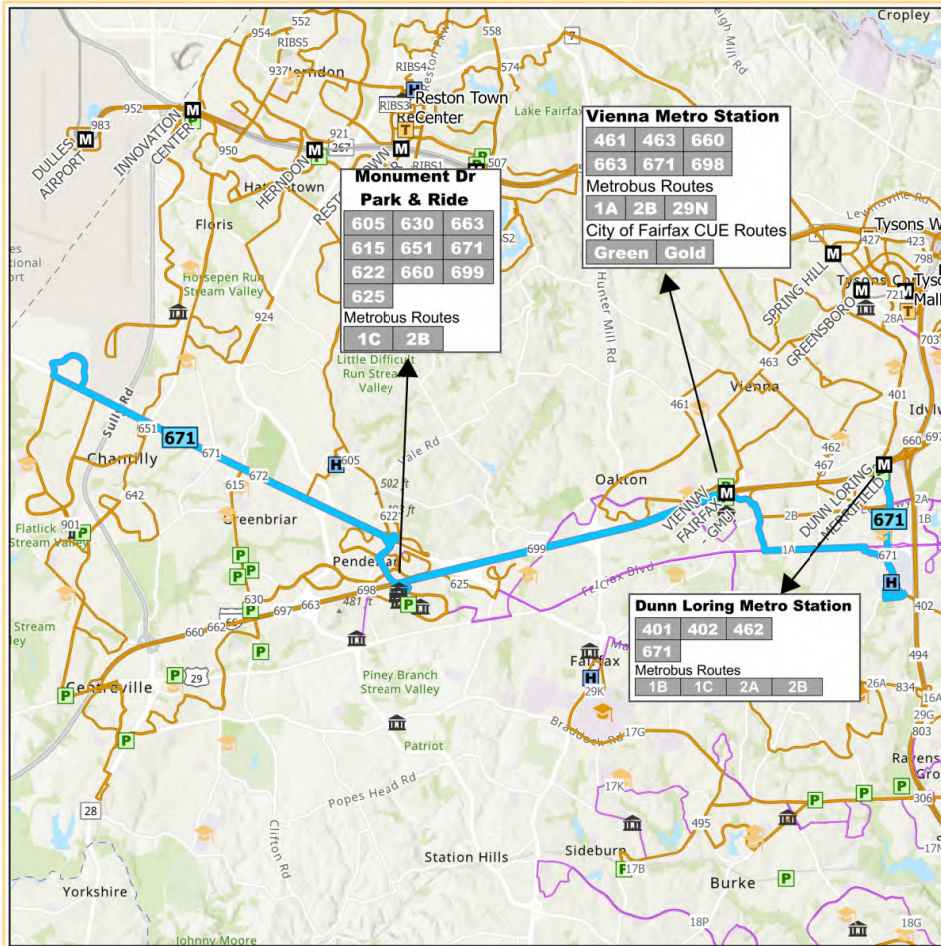
OVERVIEW	CLASS	Feeder
	DIRECTIONS	Eastbound/Westbound
	VIA	I-66
	TRANSFERS AVAILABLE	Connector 461, 463, 605, 615, 622, 625, 630, 651, 660, 671, 697, 698, 699; Metrobus 1A, 1C, 2B, 29N; Metrorail Orange Line; CUE Green, Gold
	IMPROVEMENT(S)	New Route to serve Vienna Metrorail Station, via Monument Dr. P&R/Transit Center

LEVEL OF SERVICE	PROPOSED ROUTE 663	SERVICE HOURS		
		WEEKDAY	SATURDAY	SUNDAY
		5:02 AM - 8:42 AM 3:43 PM - 7:23 PM	No Service	No Service
FREQUENCY	PEAK	20 mins	No Service	No Service
	OFF-PEAK	No Service	No Service	No Service

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	2 TRANSIT CENTERS	0 COLLEGES	4 PARK & RIDE LOTS
1 METRORAIL STATIONS	2 ACTIVITY CENTERS	0 HOSPITALS	7 COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 671: CHANTILLY - DUNN LORING METRORAIL STATION



 0 0.5 1 2 Miles	Proposed Route Proposed Route Eliminated Segment	Existing Service Fairfax Connector Routes Blue Line Orange Line Silver Line Yellow Line	Transit Facilities Metrorail Station Park & Ride Transit Station	Points of Interest Hospital Government Center Middle School/ High School College/ University
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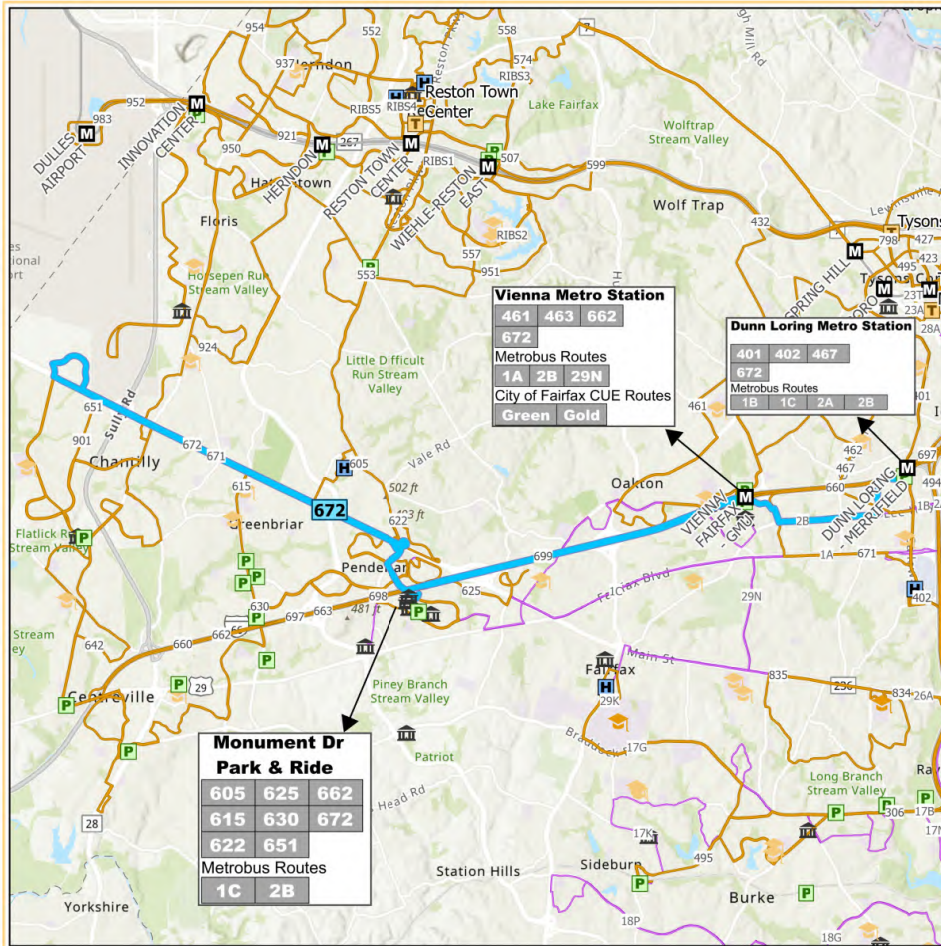
OVERVIEW	CLASS	Cross County
	DIRECTIONS	Eastbound/Westbound
	VIA	Route 50, Monument Dr. P&R/Transit Center, I-66, Inova Fairfax Hospital, and Vienna Metro Station
	TRANSFERS AVAILABLE	Connector 401, 402, 461, 462, 463, 467, 605, 615, 622, 625, 630, 642, 651, 660, 663, 698, 699, 901; Metrorail Orange Line; Metrobus 1A, 1B, 1C, 2A, 2B, 29N; CUE Green, Gold
	IMPROVEMENT(S)	New peak service from Chantilly to Dunn Loring Metro station; via Inova Fairfax Hospital, Monument Dr. P&R/Transit Center, and Vienna Metro station

LEVEL OF SERVICE	PROPOSED ROUTE 671		WEEKDAY	SATURDAY	SUNDAY
		SERVICE HOURS	5:20 AM - 9:59 AM — 2:57 PM - 7:42 PM	No Service	No Service
		FREQUENCY	RUSH	30 mins	No Service
		NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

2 METRORAIL STATIONS	0 TRANSIT CENTERS	0 COLLEGES	4 PARK & RIDE LOTS
1 HIGH/MIDDLE SCHOOLS	5 ACTIVITY CENTERS	1 HOSPITALS	8 GOVERNMENT/ COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 672: CHANTILLY - VIENNA METRORAIL STATION - DUNN LORING METRORAIL STATION



Proposed Route
 Proposed Route
 Existing Service
 Eliminated Segment
 Metrobus Routes

Existing Service
 Fairfax Connector Routes
 Eliminated Segment
 Metrobus Routes

Transit Facilities
 Metrorail Station
 Park & Ride
 Transit Station

Points of Interest
 Hospital
 Government Center
 Middle School/High School
 College/University

0 0.5 1 2 Miles

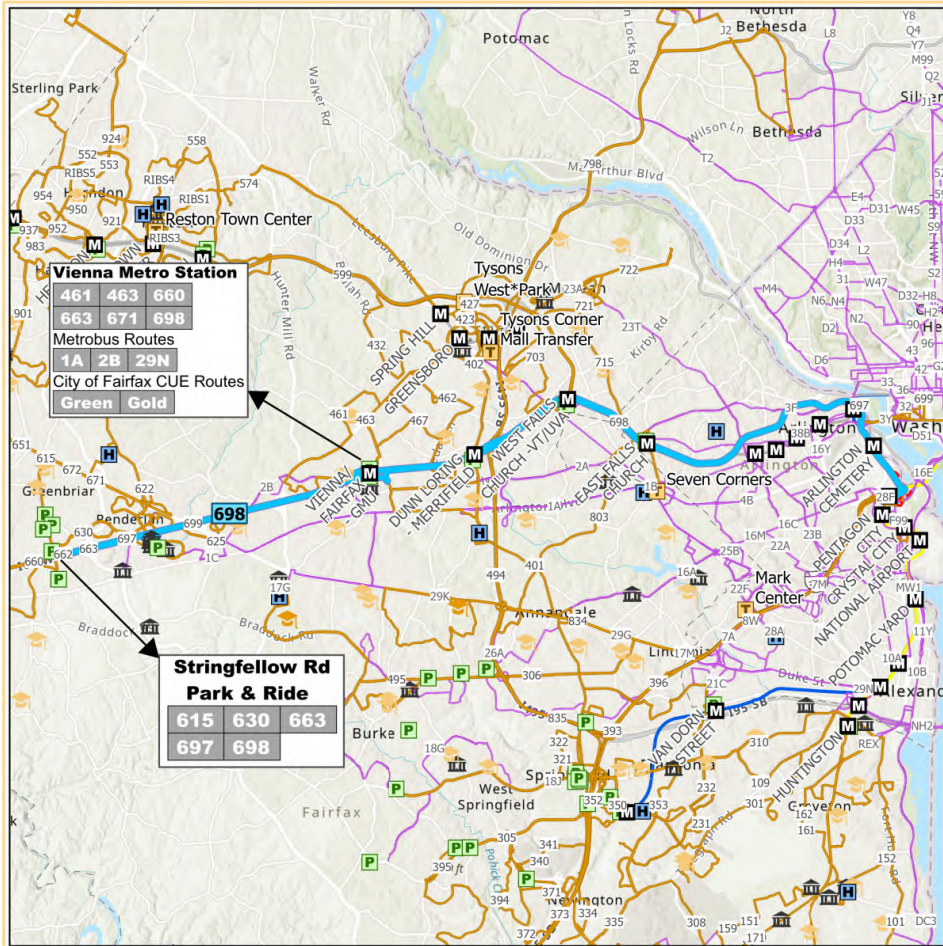
OVERVIEW	CLASS	Cross County
	DIRECTIONS	Eastbound/Westbound
	VIA	Route 50, Monument Dr. P&R/Transit Center, Vienna Metro station, I-66
	TRANSFERS AVAILABLE	Connector 401, 402, 461, 462, 463, 467, 605, 615, 622, 625, 630, 642, 651, 662, 901; Metrorail Orange Line; Metrobus 1A, 1B, 1C, 2A, 2B, 29N; CUE Green, Gold
	IMPROVEMENT(S)	New off-peak and weekend limited-stop service between Chantilly and the Dunn Loring Metro; via Vienna Metro and Monument Dr. P&R/Transit Center

LEVEL OF SERVICE	PROPOSED ROUTE 672	WEEKDAY		SATURDAY	SUNDAY	
		SERVICE HOURS	9:15 AM - 3:54 PM — 6:50 PM - 11:24 PM		7:03 AM - 11:24 PM	7:03 AM - 10:24 PM
		FREQUENCY	RUSH	No Service	30 mins	30 mins
NON-RUSH	30 mins					

FACILITIES SERVED WITHIN A QUARTER MILE

2 METRORAIL STATIONS	0 TRANSIT CENTERS	0 HOSPITALS	4 PARK & RIDE LOTS
0 HIGH/MIDDLE SCHOOLS	5 ACTIVITY CENTERS	0 COLLEGES	8 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 698: STRINGFELLOW - VIENNA METRORAIL - PENTAGON



Proposed Route —	Existing Service — Fairfax Connector Routes - - - Eliminated Segment — Metrobus Routes	Transit Facilities M Metrorail Station P Park & Ride T Transit Station	Points of Interest H Hospital G Government Center S Middle School/ High School U College/ University
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0 1.5 3 6 Miles

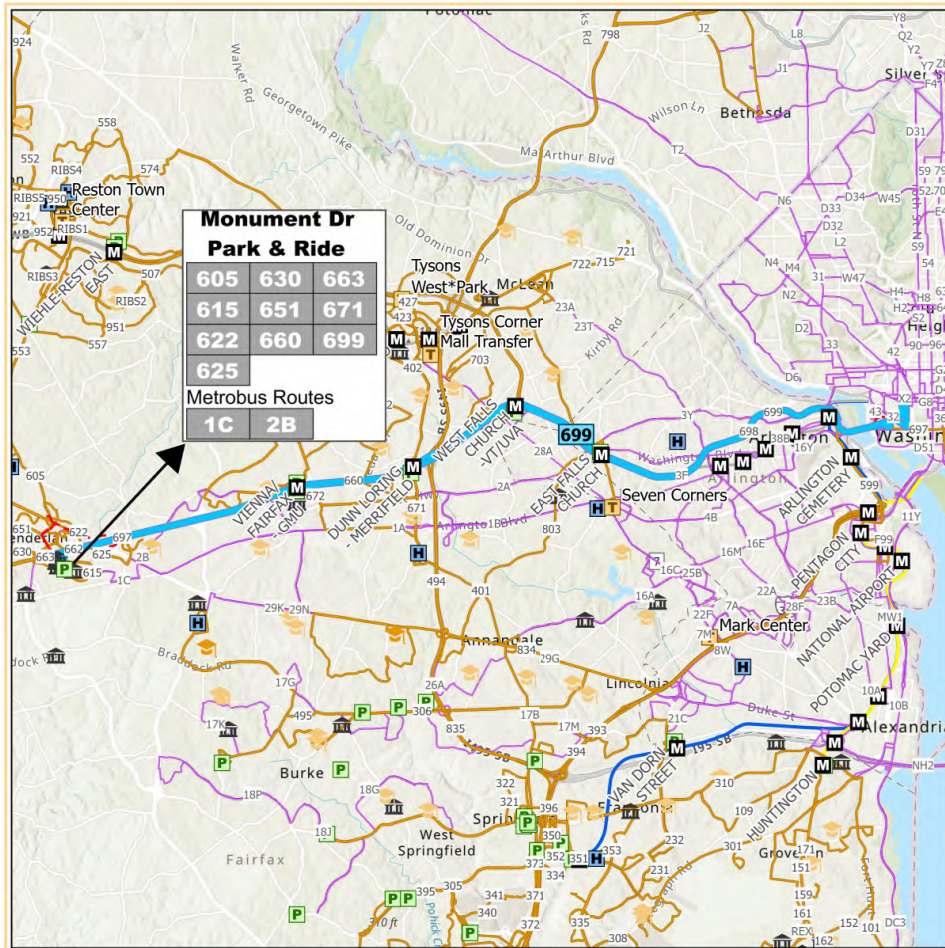
OVERVIEW	CLASS	Express
	DIRECTIONS	Eastbound/Westbound
	VIA	I-66, Vienna Metro station
	TRANSFERS AVAILABLE	Connector 461, 463, 615, 630, 660, 663, 671, 697; Metrorail Orange Line, Yellow Line, Blue Line; Metrobus 1A, 2B, 7A, 7F, 10A, 16A, 16C, 18J, 22A, 22F, 29N; ART 42, 87; DASH 35, 103, 104; CUE Green, Gold
	IMPROVEMENT(S)	Extended to serve Stringfellow Rd Park & Ride and the Pentagon via the Vienna Metro station

		WEEKDAY	SATURDAY	SUNDAY		
LEVEL OF SERVICE	PROPOSED ROUTE 698	5:08 AM - 8:58 AM — 3:15 PM - 7:15 PM	No Service	No Service		
	SERVICE HOURS					
LEVEL OF SERVICE	PROPOSED ROUTE 698	FREQUENCY	RUSH	15 mins	No Service	No Service
			NON-RUSH	No Service		

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	0 COLLEGES	2 PARK & RIDE LOTS
2 METRORAIL STATIONS	5 ACTIVITY CENTERS	0 HOSPITALS	3 GOVERNMENT/ COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 699: MONUMENT DRIVE TRANSIT CENTER - DOWNTOWN DC



Monument Dr Park & Ride		
605	630	663
615	651	671
622	660	699
625		
Metrobus Routes		
1C	2B	

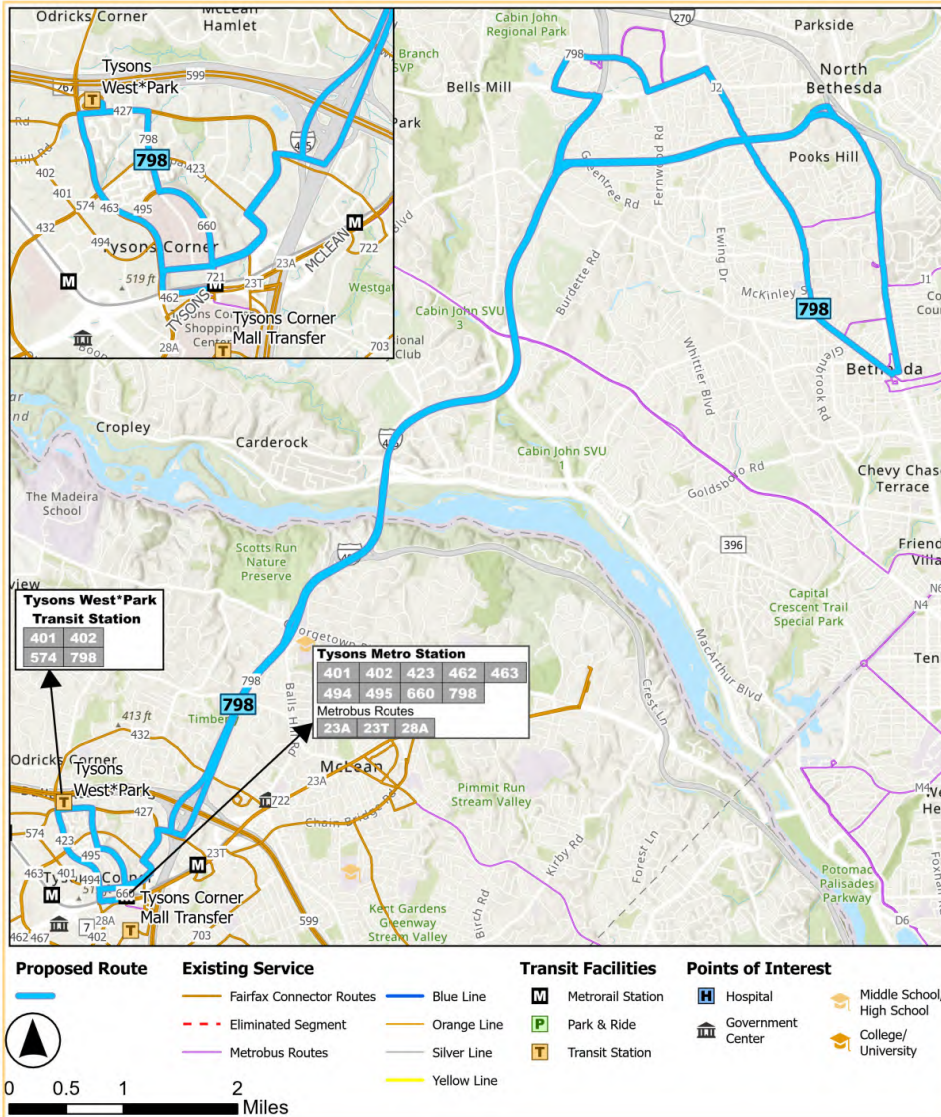
OVERVIEW	CLASS	Express
	DIRECTIONS	Eastbound/Westbound
	VIA	I-66
	TRANSFERS AVAILABLE	Connector 605, 615, 622, 625, 630, 651, 660, 663, 671; Metrobus 1C, 2B, 31, 32, 36, 42
	IMPROVEMENT(S)	Realigned to serve Monument Drive Park & Ride instead of Government Center.

LEVEL OF SERVICE	PROPOSED ROUTE 699	WEEKDAY		SATURDAY	SUNDAY
		SERVICE HOURS	5:40 AM - 8:50 AM — 3:35 PM - 6:45 PM		No Service
FREQUENCY	PEAK	15 mins	No Service	No Service	
	OFF-PEAK	No Service			

FACILITIES SERVED WITHIN A QUARTER MILE

0 HIGH/MIDDLE SCHOOLS	0 TRANSIT CENTERS	1 COLLEGES	1 PARK & RIDE LOTS
1 METRORAIL STATIONS	1 ACTIVITY CENTERS	0 HOSPITALS	8 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

ROUTE 798: TYSONS - BETHESDA



OVERVIEW	CLASS	Express
	DIRECTIONS	Northbound/Southbound
	VIA	Tysons Metro Station, I-495, Montgomery Mall, Medical Center Metro Station, Bethesda Metro Station
	TRANSFERS AVAILABLE	Connector 401, 402, 423, 427, 462, 463, 494, 495, 574, 660 ; Metrorail Silver Line, Red Line; Metrobus 23A, 23T, 28A, J1, J2; Ride On 29, 30, 32, 33, 34, 36, 46, 47, 70, 101; MTA 203
	IMPROVEMENT(S)	New express service between Tysons and Bethesda

LEVEL OF SERVICE	PROPOSED ROUTE 798	WEEKDAY		SATURDAY	SUNDAY	
		SERVICE HOURS	5:50 AM - 8:50 AM 3:30 PM - 6:30 PM		No Service	No Service
			FREQUENCY	RUSH	20 mins	No Service
NON-RUSH	No Service	No Service	No Service			

FACILITIES SERVED WITHIN A QUARTER MILE

- 0 HIGH/MIDDLE SCHOOLS
- 1 TRANSIT CENTERS
- 0 COLLEGES
- 0 PARK & RIDE LOTS
- 3 METRO RAIL STATIONS
- 7 ACTIVITY CENTERS
- 0 HOSPITALS
- 0 GOVERNMENT/COMMUNITY / HUMAN SERVICES CENTERS

Public Comments Summary

The following is a summary of public comments on the Spring 2024 service change proposal, generally referred to as the CCVT (Centreville-Chantilly-Vienna-Tysons) Plan. Draft schedules and route profile sheets were provided online. The public comments were derived from an online survey, three public meetings (one in-person and two virtual meetings), email, and regular mail. A total of 43 individuals responded to the online survey, with approximately 79 percent providing positive responses. During the public meetings, a total of six individuals provided comments in the form of questions regarding Routes 310, 461, 630, 631, and 798.

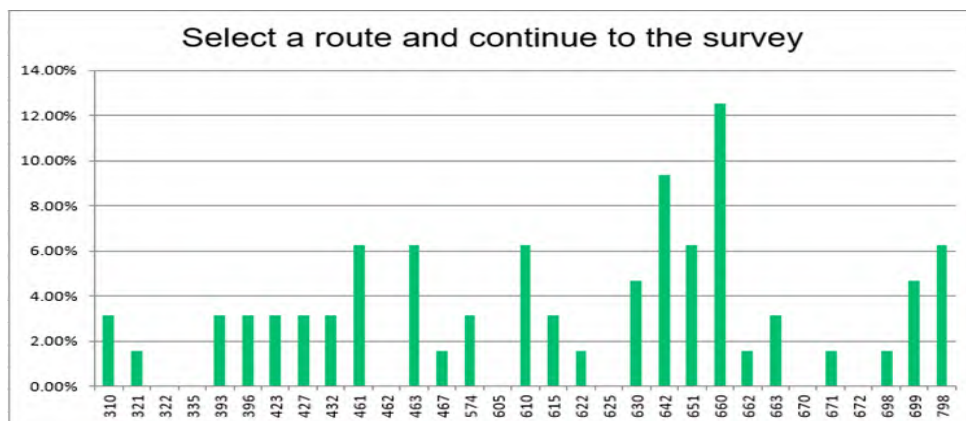
Chart 1: Public Comments Results



The following information summarizes the findings presented in Chart 1:

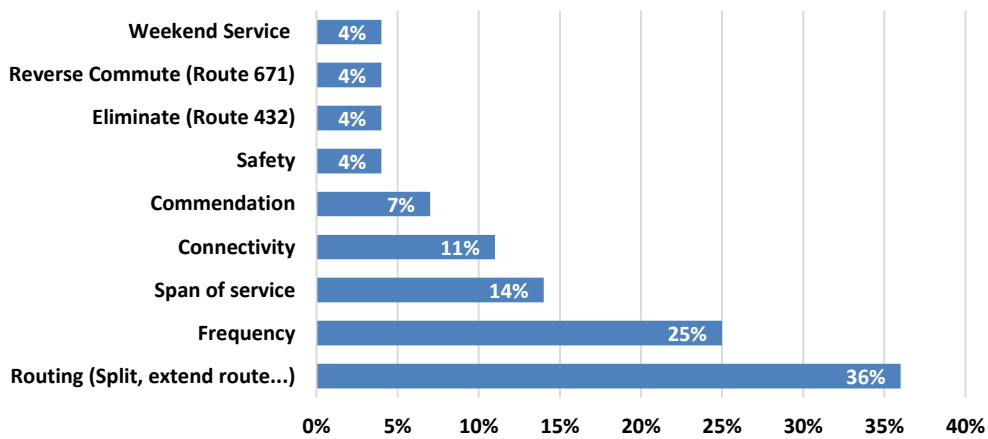
- A total of 42 people responded to the online survey in English. 33 of those respondents were in favor of the proposed service changes, while 9 respondents were not in favor.
- One person responded to the online survey in Spanish. This respondent was in favor of the proposed service changes.
- Six people responded in English during the public meetings. These respondents did not express a preference regarding the proposed service changes.

Chart 2: Feedback Provided by Route



As presented in Chart 2, of all the routes included in the survey, Route 660 was selected by most respondents.

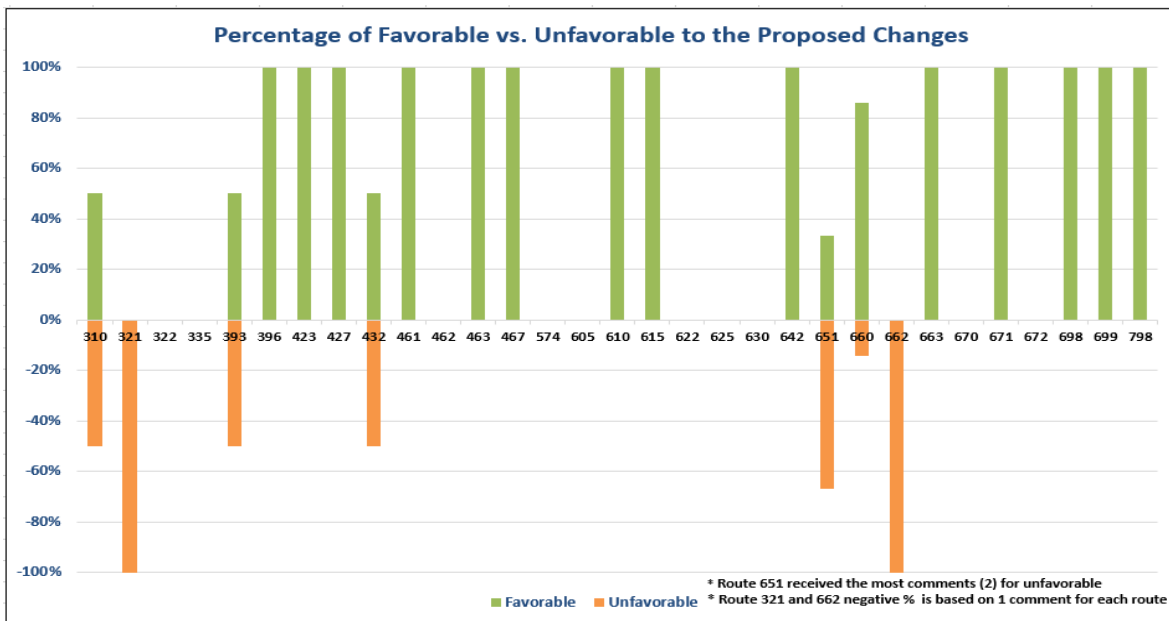
Chart 3: Online Survey Additional Comments



The following bullets summarize the findings presented in Chart 3:

- A total of 28 comments were provided, with two comments pertaining to more than one category.
- Routing and frequency improvements were the top concerns of the respondents.

Chart 4: Favorable Vs. Unfavorable Responses to Proposed Changes



As presented in Chart 4, the majority of respondents supported the proposed service changes. Some respondents were not in favor of the proposed service changes for seven of the CCVT routes.

The comments pertaining to Routes 310, 651, and 660 have already been addressed through revisions to the proposed plan. For instance, a respondent expressed their concern about a

portion of Route 310 being removed, but in the proposed plan no portion of Route 310 is removed. Rather, the route is being extended to serve the new Springfield Community Business Center Commuter Garage. In regards to Route 651, a respondent asked for service to be extended beyond 6:00 p.m., although Route 651 will operate until 11:05 p.m. in the proposed plan. Finally, a respondent asked for the option to transfer at Vienna Metrorail Station on Route 660; however, this option already exists today and will continue to exist in the proposed plan.

Two comments requesting increased levels of service were also provided on Routes 321 and 432, but the staff determined these comments could not be addressed in this service change due to budget constraints. Should additional funding become available in the future, staff will re-examine these two routes.

Regarding Routes 393 and 662, the respondents did not provide any indication why they were not in favor of the proposed service changes, so a staff response could not be provided.

2024 CCVT BUS SERVICE PLAN: TITLE VI SERVICE EQUITY ANALYSIS

Attachment IV

INTRODUCTION

This analysis was conducted in accordance with the Federal Transit Administration (FTA) *Circular 4702.1B, Title VI Requirements and Guidelines for Federal Transit Administration Recipients* (hereafter the *Circular*). The *Circular* requires, under Title VI of the Civil Rights Act of 1964, that the Fairfax County Department of Transportation (FCDOT) undertakes an evaluation of any proposed major service change to determine whether it has a discriminatory impact on Title VI protected minority or low-income populations and conduct a service equity analysis.

More specifically, the *Circular* requires that the service equity analysis must include the following:

- A statement of the agency's major service change, disparate impact, and disproportionate burden policies and how the public was engaged in developing the policies.
- Inclusion of a copy of the Board of Supervisors' approval demonstrating the consideration, awareness, and approval of the major service change policy, disparate impact, and disproportionate burden policies.
- A clear explanation of how the proposed service changes meet or exceed the operator's major service change policy. Changes that exceed the major service change policy must be analyzed for disparate impact and disproportionate burden.
- An analysis that takes into effect any adverse effects related to a major service change. Demonstration that the operator has analyzed impacts of the existing and proposed service and has considered the degree of adverse effects when planning service changes.
- Description of data and methodology used in service equity analysis.
- Overlay maps and tables showing how the proposed service changes would impact minority and low-income populations. If a disparate impact or disproportionate burden is found, the operator will clearly demonstrate substantial legitimate justification for the proposed service change and analysis of alternatives to avoid, minimize, or mitigate the disparate impact or disproportionate burden.

Summary of Analysis Results

The service changes proposed for implementation in Spring 2024 were reviewed as mandated by the *Circular*. The planned service changes restructure service throughout the Centreville–Chantilly–Vienna–Tysons (CCVT) area of Fairfax County as part of the system-wide network adjustments resulting from shifts in regional transit service and demand. The service changes included the following:

- Seven routes (Routes 427, 625, 662, 663, 671, 672, and 798) were added.
- 13 routes (Routes 424, 466, 621, 623, 624, 631, 632, 634, 640, 641, 650, 652, and 724) were discontinued.
- 11 routes (Routes 423, 432, 461, 463, 622, 630, 642, 651, 660, 698, and 699) have modifications in route alignment, span of service, or frequency.
- Eight routes (Routes 310, 321, 322, 393, 396, 574, 605, and 615) outside the CCVT area have modifications in route alignment, span of service, or frequency. These routes were included in this analysis as they are scheduled to take effect simultaneously.

The service changes within the CCVT area are comprehensive in nature, encompassing all routes and a re-envisioning of service. As a result, adverse effects were analyzed on a cumulative basis at the census block-group level instead of a route-by-route basis. The service equity analysis found that no service changes resulted in a disparate impact or disproportionate burden.

Development of Title VI Policies and Approval by Board of Supervisors

In accordance with the requirements of the *Circular*, Fairfax County must establish policies and thresholds for what constitutes a major service change, disparate impact, and disproportionate burden for

use in service equity and fare equity analyses. The Board of Supervisors approved these policies and their accompanying thresholds on July 11, 2023 (Figure 1).

More information about the public involvement effort can be found in the Title VI Program document.

Figure 1: Fairfax County Board of Supervisors Approval of Major Service Change, Disparate Impact, and Disproportionate Burden Policies

30. **A-5 – BOARD APPROVAL OF THE FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION'S (DOT) MAJOR SERVICE CHANGE, DISPARATE IMPACT, AND DISPROPORTIONATE BURDEN POLICIES FOR THE FAIRFAX CONNECTOR** (11:26 a.m.)

On motion of Supervisor Alcorn, seconded by Supervisor Lusk, and carried by unanimous vote, the Board concurred in the recommendation of staff and approved the Major Service Change, Disparate Impact, and Disproportionate Burden policies for the Fairfax Connector, substantially in the form of Attachment One of the Board Agenda Item, as part of DOT's forthcoming triennial update to its Title VI Plan.

Board Summary

-16-

July 11, 2023

Title VI Policies

FCDOT's Title VI Program, as approved by the Board of Supervisors on July 11, 2023, defines major service change thresholds that determine when the agency must perform a service equity analysis on proposed changes to transit service, as well as disparate impact and disproportionate burden thresholds to be used in the service equity analysis to determine whether a proposed change unduly impacts protected populations relative to the area's overall population.

A major service change is defined as either an increase or a decrease of 25% or more in either daily revenue service hours, revenue service miles, or both for the individual route being modified.

A disparate impact (DI) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area minority population percent minus route area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.
- For a proposed service reduction or fare increase, calculate route area minority population percent minus service area minority population percent. If the result is greater than or equal to +10%, then a DI has occurred.

A disproportionate burden (DB) occurs under the following circumstances:

- For a proposed service increase or fare reduction, calculate service area low-income population percent minus route area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.

- For a proposed service reduction or fare increase, calculate route area low-income population percent minus service area low-income population percent. If the result is greater than or equal to +10%, then a DB has occurred.

For any changes exceeding established DI/DB thresholds, FTA guidance to agencies (*Circular* page IV-16; emphasis in original) requires that:

“If a transit provider chooses not to alter the proposed service changes despite the potential disparate impact on minority populations, or if the transit provider finds, even after the revisions, that minority riders will continue to bear a disproportionate share of the proposed service change, the transit provider may implement the service change *only* if:

- “the transit provider has a substantial legitimate justification for the proposed service change; **and**
- “the transit provider can show that there are no alternatives that would have a less disparate impact on minority riders but would still accomplish the transit provider’s legitimate program goals.”

Service Equity Analysis Procedures

FTA guidance for Title VI compliance requires that agencies perform a service equity analysis on any changes exceeding major service change thresholds defined in the agency’s Title VI Program, but leaves agencies to determine the specific service equity analysis methodologies and procedures to identify adverse effects.

The FCDOT practice for service equity analysis is to perform a route-level analysis for service changes where route changes are independent or isolated to the individual route (e.g., changes to a route’s alignment do not impact nor are they dependent on changes to another route). In a route-level analysis, all stops on a route experiencing a major service change are considered to be an adverse effect, and all areas surrounding stops on affected routes are evaluated for a potential DI/DB.

A cumulative service equity analysis is performed at the stop level for service changes where changes between routes are inter-related and/or dependent upon changes to another route (e.g., a segment of one route is transferred to another route). More significant or complex changes are evaluated cumulatively at the stop level to account for situations where service increases to a stop on one route may offset reductions on another route, because some reallocations do not affect overall service levels at the stop. For service changes evaluated cumulatively at the route level, a stop is considered to be experiencing an adverse effect when a proposed service change incorporates any of the following modifications to service at the stop:

- Service is discontinued entirely at a stop that previously had service.
- New service is implemented at a stop where there previously was no service.
- Increase or decrease in total number of trips serving the stop of at least 25% during a specified period.
- Increase or decrease in daily hours of service to a stop by at least 2 hours.

During a cumulative service equity analysis, only stops where service changes exceed any of these thresholds are considered adversely affected by a change and evaluated for a potential DI/DB. To comply with policies defined in FCDOT’s Title VI Program, Staff measured and compared the percentage of minority population in each impacted census block group with one-quarter mile of a stop to the percentage of minority population within the entire service area (i.e., Fairfax County) to determine whether the service change would result in a DI. Staff also measured and compared the percentage of low-income households in each impacted census block group to the percentage of low-income households within the entire service area to determine whether the service change would result in a DB.

METHODOLOGY AND APPLICATION OF ADVERSE EFFECTS DEFINITION

The methodology below further outlines data sources used and how staff determine major service changes and their impacts.

Data Sources

Definitions for minority population and low-income households are drawn from FCDOT's Title VI Program. Minority population is defined as all persons who do not identify as non-Hispanic and white in census data. Data on the minority population by census block group is from Table B03002 from the American Community Survey, 2017–2021 five-year estimates. Low-income households are defined as households making less than \$60,000 per year, which is the nearest available breakpoint in household-level census data to 50% of area median income of Fairfax County (\$64,500). Data on the low-income households by census block group is from Table B19001 from the American Community Survey, 2017–2021 five-year estimates.

Fairfax Connector's existing General Transit Feed Specification (GTFS) was used to analyze the existing access to bus stops, frequency, and span of service for each stop and each census block group. A GTFS feed representing proposed changes and produced using Fairfax Connector's bus scheduling software was used to analyze the proposed system.

Methodology

Step 1: Major Service Change Determination

A change to a route that either increases or decreases daily revenue service hours, revenue service miles, or both by greater than 25% is considered a major service change. For the purposes of this analysis, revenue service hours and revenue service miles were determined using outputs from scheduling software.

Step 2: Adverse Effect Determination

If a route-level analysis is determined to be the most appropriate approach, then routes are evaluated for major service changes on any service day in a proposed service change. All stops on routes experiencing major service changes are considered adversely affected by the proposed service change and are evaluated for adverse effect.

If a cumulative analysis is determined to be the most appropriate approach, then routes are evaluated individually for major changes. However, changes are evaluated cumulatively and only stops that are both experiencing cumulative service changes in excess of defined adverse effect thresholds and served by routes experiencing major service changes are evaluated for adverse effect. Additional determination of an adverse effect is used to ascertain if a route or block group will be evaluated within the DI/DB analysis. The following paragraphs describe the methodology used to define whether a stop meets the definition of adverse effect.

Add or remove service: A stop is considered to have service added under the proposed plan if no trips serve the stop in the existing service but trips serve the stop in the proposed service change. A stop is considered to have service removed under the proposed plan if trips serve the stop in the existing service but no trips serve the stop in the proposed service plan. Stops where all service is removed and census block groups that gain new service where there previously was none are evaluated for a DI/DB.

Frequency change: The number of trips serving any stop during each time period of interest (weekday peak, weekday midday, Saturday core, and Sunday core) is calculated and the percentage change in number of trips during each period was analyzed. According to the adverse impact definition, a stop is included in the DI/DB analysis if the number of trips in a time period changes by at least 25% (increase or decrease).

Span of service change: Span of service for each census block group was calculated as the maximum span of all the stops within one-quarter mile of each census block group by day type (weekday, Saturday, and Sunday). The maximum span includes only hours in which there is service to one of the stops within one-quarter mile of the census block group by day. For example, if a stop only has trips in the AM and PM peak periods, then the midday hours are not included in the census block group's maximum span. The change in span of service was analyzed as both a percent and absolute change. According to the adverse impact definition, a census block group is evaluated for a DI/DB if the span change was at least 10% (increase or decrease) and at least a two-hour absolute change.

Table 1 shows the thresholds used in each analysis to define adverse and beneficial changes for consideration in the DI/DB analysis.

Table 1: Adverse and Beneficial Change Thresholds

Analysis	Unit of Analysis	Adverse Effect Threshold	Periods Analyzed
Add / Remove service	Number of trips on any route serving a stop	100% addition / removal of trips to a stop	Weekday (all day) Saturday (all day) Sunday (all day)
Frequency Change	Total number of trips serving the stop	Increase / decrease in total number of trips during period by at least 25%	Weekday peak (6am-9am, 3pm-6pm) Weekday off-peak (all other times) Saturday (all day) Sunday (all day)
Span of Service Change	Number of hours between first trip serving a stop and last trip serving a stop (minus duration of any gaps in service longer than 90 minutes)	Increase / decrease in daily hours of service by at least 2 hours	Weekday (all day) Saturday (all day) Sunday (all day)

Step 3: DI/DB Analysis

Any census block group within one-quarter mile of a stop meeting the criteria for added or removed service, frequency change, or span of service change was evaluated for a DI/DB by comparing the census block group’s percentages of minority population and low-income households with the Fairfax County averages. A DI occurs when the difference between minority population and non-minority population affected by a proposed service change is 10% or greater. A DB occurs when the difference between low-income households and non-low-income households affected by a proposed service change is 10% or greater.

This analysis used the 2017-2021 American Community Survey 5-year estimates at the block-group level to determine minority population and low-income households. Minority population of an area is defined as the total population identifying as non-white and/or Latino using ACS Table B03002. Low-income households in the service area are defined as households making less than \$60,000. Within FCDOT’s service area (defined as all block groups in Fairfax County), 50.7% of the population identifies as minority and 19.4% of the households are considered low-income.

In areas affected by a service increase, block groups within one-quarter mile of each type of adverse effect are grouped together. The cumulative demographics of the affected areas are determined for each type of service increase on each service day and compared to service area averages. As shown on Table 2, a service increase is considered a DI if less than 40.7% of the affected population identifies as minority and a DB if less than 9.4% of the households are considered low-income. These thresholds equate to 10% less than the service area averages.

In areas affected by a service reduction, block groups within one-quarter mile of each type of adverse effect are grouped together. The cumulative demographics of the affected areas are determined for each type of service reduction on each service day and compared to service area averages. As shown on Table 2, a service reduction is considered a DI if greater than 60.7% of the affected population identifies as minority and a DB if greater than 29.4% of the households are considered low-income. These thresholds equate to 10% more than the service area averages.

Table 2: DI/DB Thresholds

Analysis	Key Measure	Service Area Average	Service Increase Threshold	Service Reduction Threshold
DI	Percent of minority population	50.7%	Less than 40.7%	Greater than 60.7%
DB	Percent of households making less than \$60,000 per year	19.4%	Less than 9.4%	Greater than 29.4%

Step 4: Avoid, Minimize, Mitigate

If the proposed change resulted in a DI/DB, each change was closely analyzed to understand the nature of the change at the census block-group level and the routes serving the census block group. Changes to service proposals are considered to avoid, minimize, or mitigate a DI/DB where possible. FTA guidance only allows changes flagged for a DI/DB to proceed if there is a substantial legitimate justification for the change and the agency can show that it is the least discriminatory alternative for providing the service.

SUMMARY OF SERVICE CHANGES

Impetus for Change

Staff proposed service changes in the CCVT area be implemented in Spring 2024 to improve the customer experience; increase ridership through improvements in on-time performance, service reliability, travel time, and overall effectiveness; and provide enhanced connections to Metrorail Stations and major employment centers in Vienna, Tysons, and Franconia-Springfield.

Determination of Major Service Changes

The service changes within the CCVT area are comprehensive in nature, encompassing all routes and a re-envisioning of service. The major service change determination is based upon changes in revenue hours or revenue miles. Because the CCVT proposed changes are inter-related and involve the transferring of segments across multiple routes, staff analyzed the service changes on a cumulative level, instead of a route-by-route basis. All service (the full service schedule) was considered in the analysis, but only stops and block groups served by routes experiencing major service changes were evaluated for a potential DI/DB. Table 3, 4, and 5 show the results of the major service change determination for all routes experiencing changes in revenue miles and/or revenue hours on all regular service days.

Table 3: Route Changes Resulting in a Major Service Change (MSC) for Weekday Service

Route	Proposed Revenue Hours	Current Revenue Hours	% Change in Revenue Hours	Proposed Revenue Miles	Current Revenue Miles	% Change in Revenue Miles	Exceeds MSC Threshold?
310	96.0	104.9	-8.5%	1294.8	1288.1	0.5%	NO
321	54.2	54.4	-0.4%	700.0	669.0	4.6%	NO
322	51.7	51.1	1.2%	700.0	668.5	4.7%	NO
335	17.7	17.4	1.7%	311.7	261.0	19.4%	NO
393	13.8	13.7	0.5%	192.4	186.1	3.4%	NO
396	21.6	27.3	-21.0%	306.1	291.9	4.9%	NO
423	22.2	31.1	-28.7%	270.6	290.0	-6.7%	YES
424	0.0	45.1	-100.0%	0.0	379.6	-100.0%	YES
427	13.4	0.0	100.0%	141.5	0.0	100.0%	YES
432	14.7	6.7	120.5%	162.9	91.4	78.3%	YES
461	18.8	10.6	77.6%	254.2	110.3	130.4%	YES
463	46.0	47.4	-3.1%	464.8	436.1	6.6%	NO
466	0.0	17.5	-100.0%	0.0	188.3	-100.0%	YES
574	42.4	42.5	-0.2%	546.1	608.6	-10.3%	NO
605	36.4	39.7	-8.3%	597.1	658.3	-9.3%	NO
615	38.0	34.9	8.7%	439.0	457.6	-4.1%	NO
621	0.0	17.5	-100.0%	0.0	307.6	-100.0%	YES
622	11.8	12.6	-6.7%	113.3	203.3	-44.3%	YES
623	0.0	15.0	-100.0%	0.0	255.6	-100.0%	YES
624	0.0	8.4	-100.0%	0.0	139.4	-100.0%	YES
625	13.0	0.0	100.0%	137.6	0.0	100.0%	YES
630	45.8	17.7	159.0%	638.9	272.2	134.7%	YES
631	0.0	19.4	-100.0%	0.0	250.9	-100.0%	YES
632	0.0	20.2	-100.0%	0.0	355.3	-100.0%	YES
634	0.0	8.3	-100.0%	0.0	131.0	-100.0%	YES
640	0.0	13.5	-100.0%	0.0	310.3	-100.0%	YES

Route	Proposed Revenue Hours	Current Revenue Hours	% Change in Revenue Hours	Proposed Revenue Miles	Current Revenue Miles	% Change in Revenue Miles	Exceeds MSC Threshold?
641	0.0	21.7	-100.0%	0.0	468.9	-100.0%	YES
642	24.0	25.4	-5.3%	415.6	455.2	-8.7%	NO
650	0.0	14.3	-100.0%	0.0	271.7	-100.0%	YES
651	35.9	18.4	94.9%	617.4	291.5	111.8%	YES
652	0.0	18.7	-100.0%	0.0	312.5	-100.0%	YES
660	66.4	65.9	0.8%	1607.4	1681.8	-4.4%	NO
662	17.4	0.0	100.0%	426.3	0.0	100.0%	YES
663	15.0	0.0	100.0%	205.9	0.0	100.0%	YES
671	34.7	0.0	100.0%	554.6	0.0	100.0%	YES
672	30.0	0.0	100.0%	634.9	0.0	100.0%	YES
698	41.2	20.0	106.5%	797.9	311.5	156.2%	YES
724	0.0	16.6	-100.0%	0.0	160.0	-100.0%	YES
798	32.4	0.0	100.0%	578.1	0.0	100.0%	YES

Table 4: Route Changes Resulting in a Major Service Change (MSC) for Saturday Service

Route	Proposed Revenue Hours	Current Revenue Hours	% Change in Revenue Hours	Proposed Revenue Miles	Current Revenue Miles	% Change in Revenue Miles	Exceeds MSC Threshold?
310	67.9	69.2	-1.9%	999.7	778.8	28.4%	YES
321	48.5	43.4	11.7%	636.7	608.3	4.7%	NO
322	49.0	42.1	16.6%	643.0	614.2	4.7%	NO
423	12.4	16.2	-23.5%	151.7	151.0	0.4%	NO
424	0.0	13.0	-100.0%	0.0	111.4	-100.0%	YES
463	28.6	17.6	62.8%	327.1	200.8	62.9%	YES
574	32.6	32.6	0.0%	453.3	505.6	-10.3%	NO
605	27.8	30.0	-7.3%	459.3	506.9	-9.4%	NO
615	30.3	28.5	6.4%	355.2	370.2	-4.1%	NO
622	8.5	0.0	100.0%	80.3	0.0	100.0%	YES
630	31.6	29.7	6.6%	445.8	511.4	-12.8%	NO
640	0.0	16.1	-100.0%	0.0	426.3	-100.0%	YES
642	15.7	0.0	100.0%	273.9	0.0	100.0%	YES
650	0.0	22.8	-100.0%	0.0	404.8	-100.0%	YES
651	24.0	0.0	100.0%	222.7	0.0	100.0%	YES
662	32.0	0.0	100.0%	815.3	0.0	100.0%	YES
672	48.0	0.0	100.0%	1046.5	0.0	100.0%	YES
937	23.7	23.7	0.0%	318.8	318.2	0.2%	NO

Table 5: Route Changes Resulting in a Major Service Change (MSC) for Sunday Service

Route	Proposed Revenue Hours	Current Revenue Hours	% Change in Revenue Hours	Proposed Revenue Miles	Current Revenue Miles	% Change in Revenue Miles	Exceeds MSC Threshold?
310	38.0	52.0	-27.0%	558.7	621.9	-10.2%	YES
321	25.7	25.6	0.3%	365.4	349.1	4.7%	NO
322	30.6	30.5	0.4%	370.9	354.3	4.7%	NO
423	12.4	14.2	-12.7%	151.7	132.6	14.4%	NO
463	14.0	12.6	11.7%	160.7	143.4	12.0%	NO
574	28.6	28.5	0.3%	391.5	436.6	-10.3%	NO
605	27.1	28.6	-5.0%	459.3	481.6	-4.6%	NO
615	30.9	28.5	8.3%	355.2	370.2	-4.1%	NO
622	8.0	0.0	100.0%	75.5	0.0	100.0%	YES
630	29.5	27.6	6.6%	416.9	479.4	-13.1%	NO
640	0.0	15.1	-100.0%	0.0	399.7	-100.0%	YES
642	14.2	0.0	100.0%	245.6	0.0	100.0%	YES
650	0.0	21.0	-100.0%	0.0	380.4	-100.0%	YES
651	22.5	0.0	100.0%	208.8	0.0	100.0%	YES
662	30.0	0.0	100.0%	764.4	0.0	100.0%	YES
672	45.0	0.0	100.0%	981.1	0.0	100.0%	YES
937	23.7	23.7	0.0%	318.8	318.2	0.2%	NO

DISPARATE IMPACT

After examining the proposed service changes, staff determined that no changes resulted in a DI, as shown on Table 6. Maps of the examined service changes are provided in Appendix A: Major Service Change Maps.

Table 6: DI Analysis by Service Change Type

Service Change Type	Non-Minority Population	Minority Population	Total Population	Minority Population (%)	DI Threshold		Exceeds DI Threshold?
Weekday Add Service	48,113	54,711	102,824	53.2%	Less than	40.7%	NO
Weekday Discontinue Service	63,788	81,550	145,338	56.1%	Greater than	60.7%	NO
Weekday Increase Span	43,122	60,607	103,729	58.4%	Less than	40.7%	NO
Weekday Reduce Span	41,056	39,563	80,619	49.1%	Greater than	60.7%	NO
Weekday Peak Increase Frequency	124,920	131,413	256,333	51.3%	Less than	40.7%	NO
Weekday Peak Reduce Frequency	91,699	101,571	193,270	52.6%	Greater than	60.7%	NO
Weekday Off-Peak Increase Frequency	74,363	92,257	166,620	55.4%	Less than	40.7%	NO
Weekday Off-Peak Reduce Frequency	110,670	117,014	227,684	51.4%	Greater than	60.7%	NO
Saturday Add Service	26,240	33,443	59,683	56.0%	Less than	40.7%	NO
Saturday Discontinue Service	18,175	20,361	38,536	52.8%	Greater than	60.7%	NO
Saturday Increase Span	39,564	58,441	98,005	59.6%	Less than	40.7%	NO
Saturday Reduce Span	8,147	6,865	15,012	45.7%	Greater than	60.7%	NO
Saturday Increase Frequency	102,184	113,515	215,699	52.6%	Less than	40.7%	NO
Saturday Reduce Frequency	30,083	33,305	63,388	52.5%	Greater than	60.7%	NO
Sunday Add Service	26,240	33,443	59,683	56.0%	Less than	40.7%	NO
Sunday Discontinue Service	10,382	13,164	23,546	55.9%	Greater than	60.7%	NO
Sunday Increase Span	41,059	60,369	101,428	59.5%	Less than	40.7%	NO
Sunday Reduce Span	N/A	N/A	N/A	N/A	Greater than	60.7%	N/A
Sunday Increase Frequency	41,356	54,121	95,477	56.7%	Less than	40.7%	NO
Sunday Reduce Frequency	21,638	25,456	47,094	54.1%	Greater than	60.7%	NO

DISPROPORTIONATE BURDEN

After examining the proposed service changes, staff determined that no changes resulted in a DB, as shown on Table 7. Maps of the examined service changes are provided in Appendix A: Major Service Change Maps.

Table 7: DB Analysis by Service Change Type

Service Change Type	Non-Low-Income Households	Low-Income Households	Total Households	Low-Income Households (%)	DB Threshold		Exceeds DB Threshold?
Weekday Add Service	31,350	7,087	38,437	18.4%	Less than	9.4%	NO
Weekday Discontinue Service	44,399	9,598	53,997	17.8%	Greater than	29.4%	NO
Weekday Increase Span	30,447	7,653	38,100	20.1%	Less than	9.4%	NO
Weekday Reduce Span	27,488	6,384	33,872	18.8%	Greater than	29.4%	NO
Weekday Peak Increase Frequency	78,831	18,266	97,097	18.8%	Less than	9.4%	NO
Weekday Peak Reduce Frequency	58,761	13,462	72,223	18.6%	Greater than	29.4%	NO
Weekday Off-Peak Increase Frequency	49,832	11,056	60,888	18.2%	Less than	9.4%	NO
Weekday Off-Peak Reduce Frequency	69,239	16,252	85,491	19.0%	Greater than	29.4%	NO
Saturday Add Service	16,960	4,842	21,802	22.2%	Less than	9.4%	NO
Saturday Discontinue Service	12,553	2,555	15,108	16.9%	Greater than	29.4%	NO
Saturday Increase Span	27,339	6,477	33,816	19.2%	Less than	9.4%	NO
Saturday Reduce Span	6,162	1,475	7,637	19.3%	Greater than	29.4%	NO
Saturday Increase Frequency	64,198	14,676	78,874	18.6%	Less than	9.4%	NO
Saturday Reduce Frequency	19,279	4,438	23,717	18.7%	Greater than	29.4%	NO
Sunday Add Service	16,960	4,842	21,802	22.2%	Less than	9.4%	NO
Sunday Discontinue Service	6,495	1,351	7,846	17.2%	Greater than	29.4%	NO
Sunday Increase Span	28,486	6,518	35,004	18.6%	Less than	9.4%	NO
Sunday Reduce Span	N/A	N/A	N/A	N/A	Greater than	29.4%	N/A
Sunday Increase Frequency	28,387	7,027	35,414	19.8%	Less than	9.4%	NO
Sunday Reduce Frequency	12,578	2,943	15,521	19.0%	Greater than	29.4%	NO

CONCLUSION

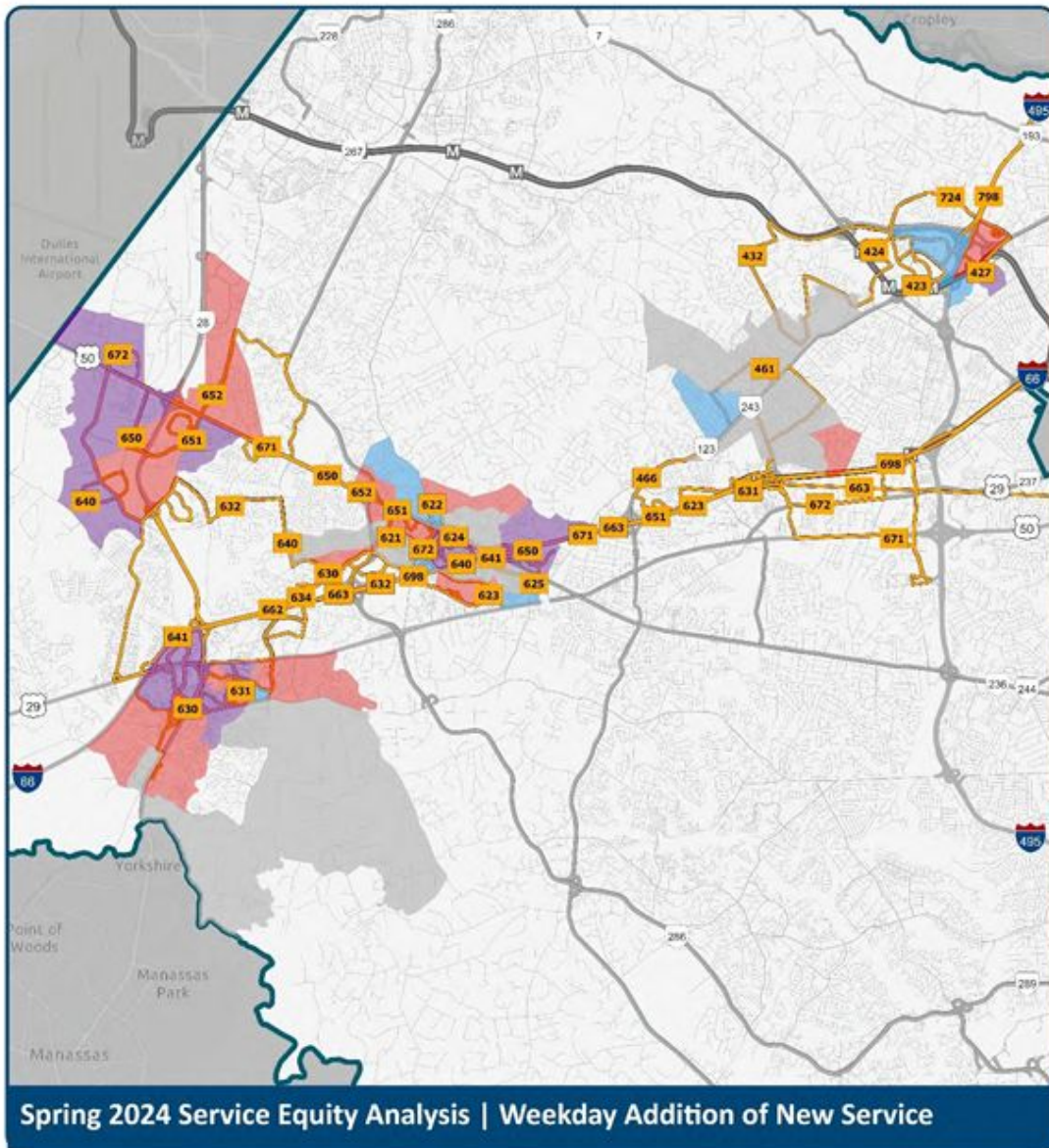
The service changes proposed for implementation were reviewed as mandated by the FTA in the *Circular*. Staff determined there were no instances of a disparate impact (DI) or disproportionate burden (DB). Therefore, no further action is required.

Monitoring

Staff will monitor the ridership levels, ridership characteristics (such as demographics, low-income status, and English proficiency) and performance metrics of the new routes to understand how riders are using the new system once implemented.

APPENDIX A: MAJOR SERVICE CHANGE MAPS

Figure 2: Weekday Addition of New Service



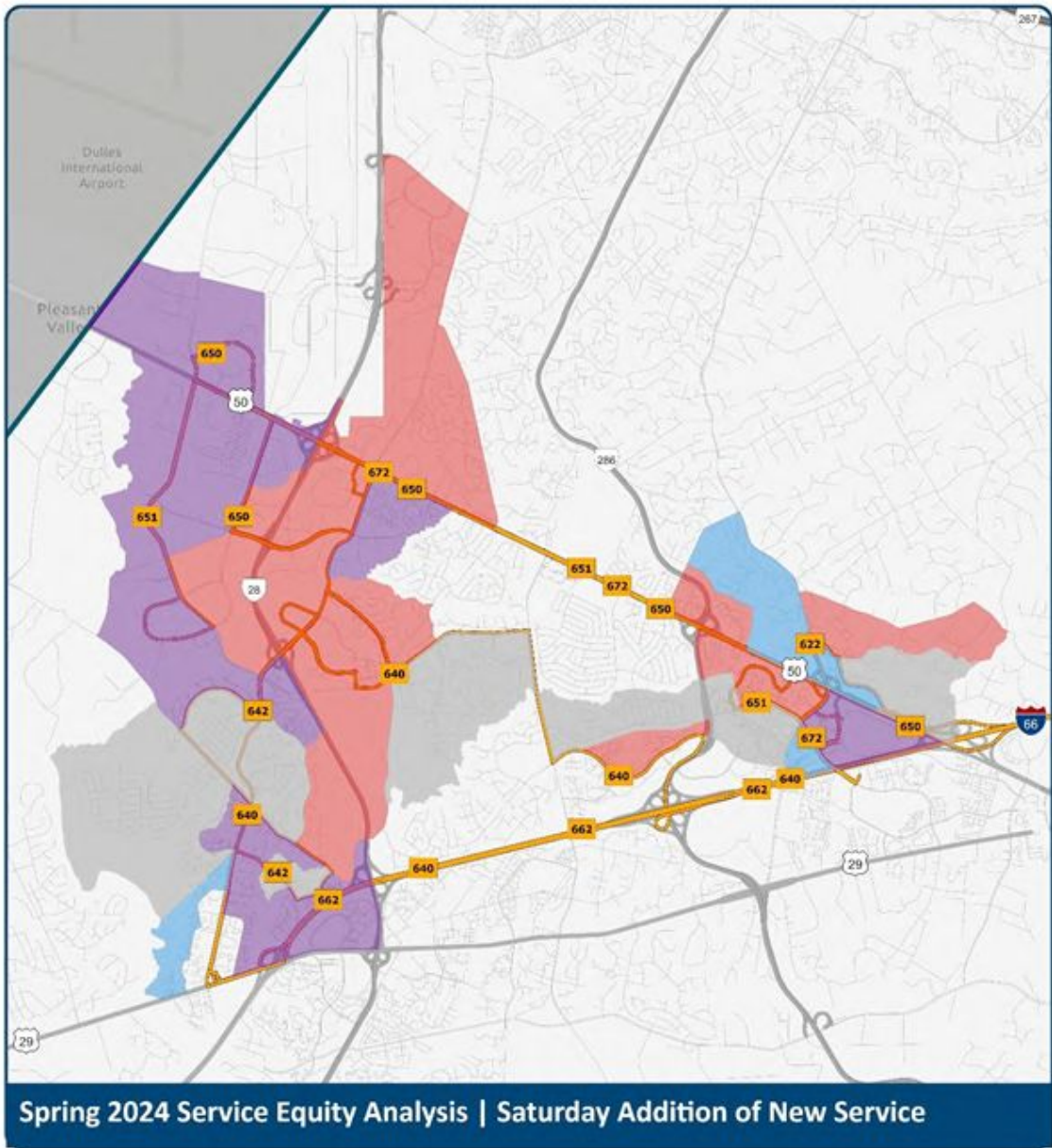
LEGEND

- Routes Experiencing Major Service Changes
 - Block Groups Affected by Major Changes**
 - Percentage of minority residents exceeds service area average
 - Percentage of low-income residents exceeds service area average
 - Percentage of minority and low-income residents exceeds service area average
 - Percentage of minority and low-income residents below service area average
- sea_results_ddp_231003

0 1.25 2.5
Miles



Figure 3: Saturday Addition of New Service



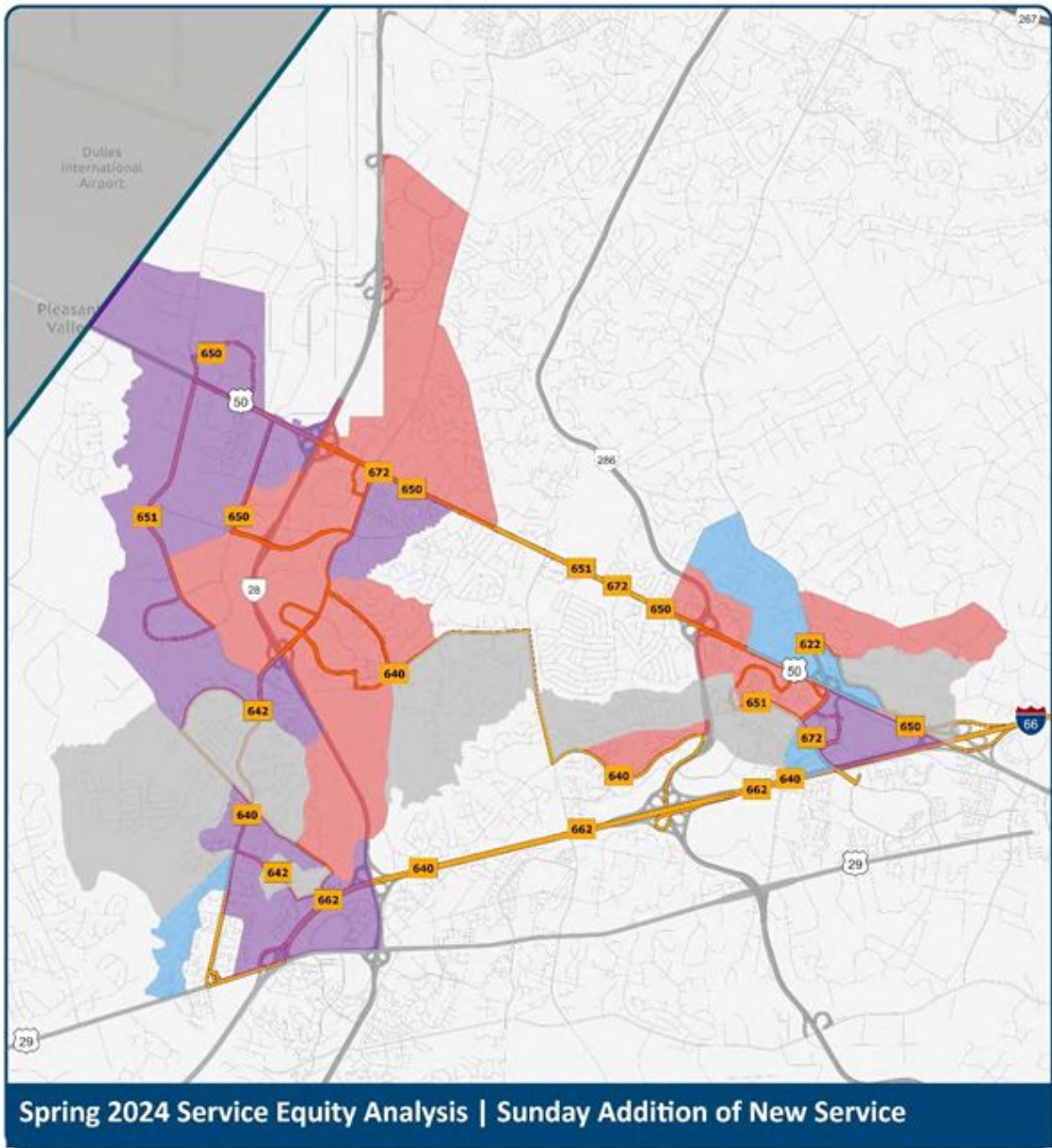
LEGEND

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- sea_results_odp_231003

0 0.5 1 Miles



Figure 4: Sunday Addition of New Service



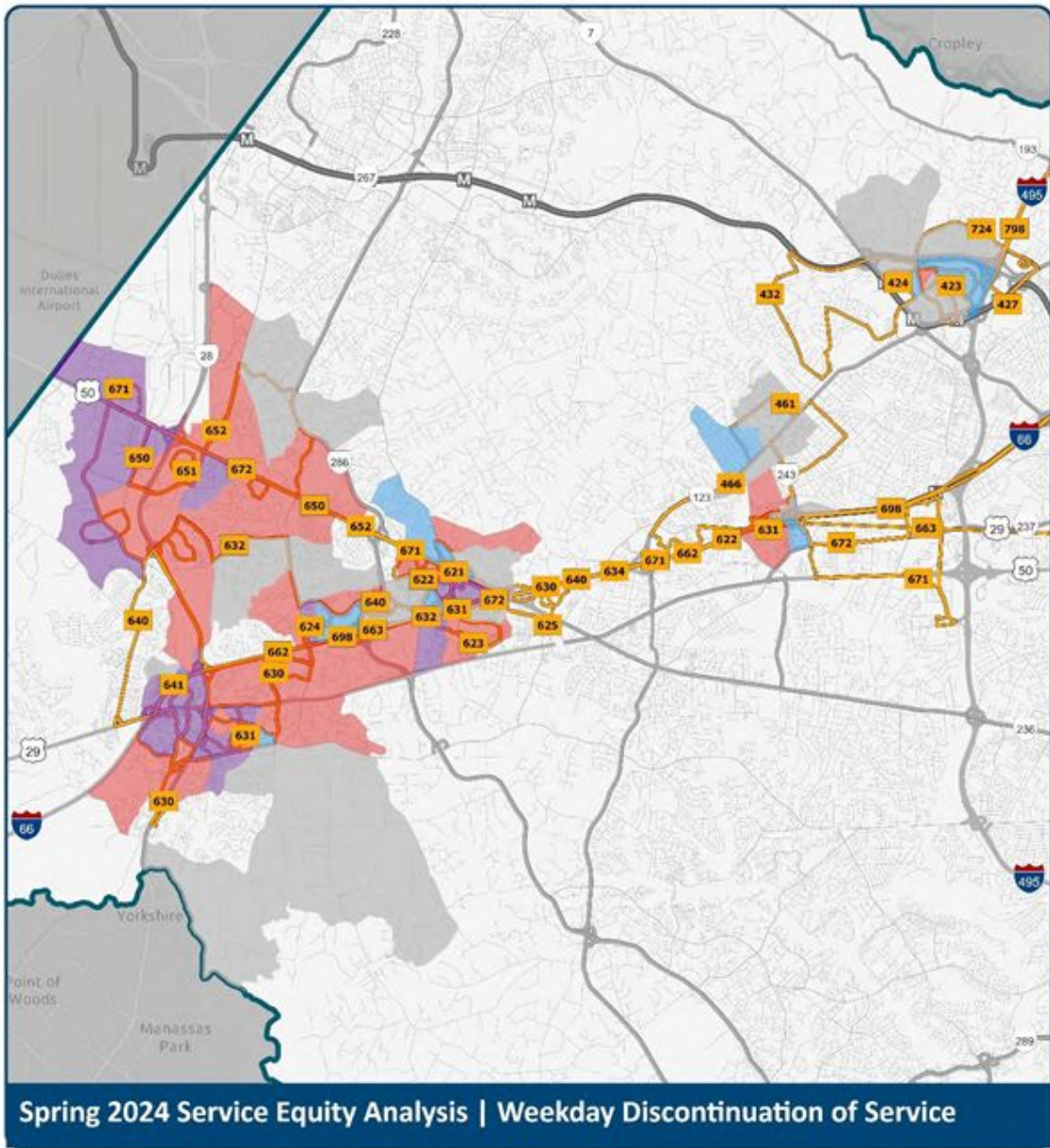
LEGEND

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0 0.5 1 Miles



Figure 5: Weekday Discontinuation of Service



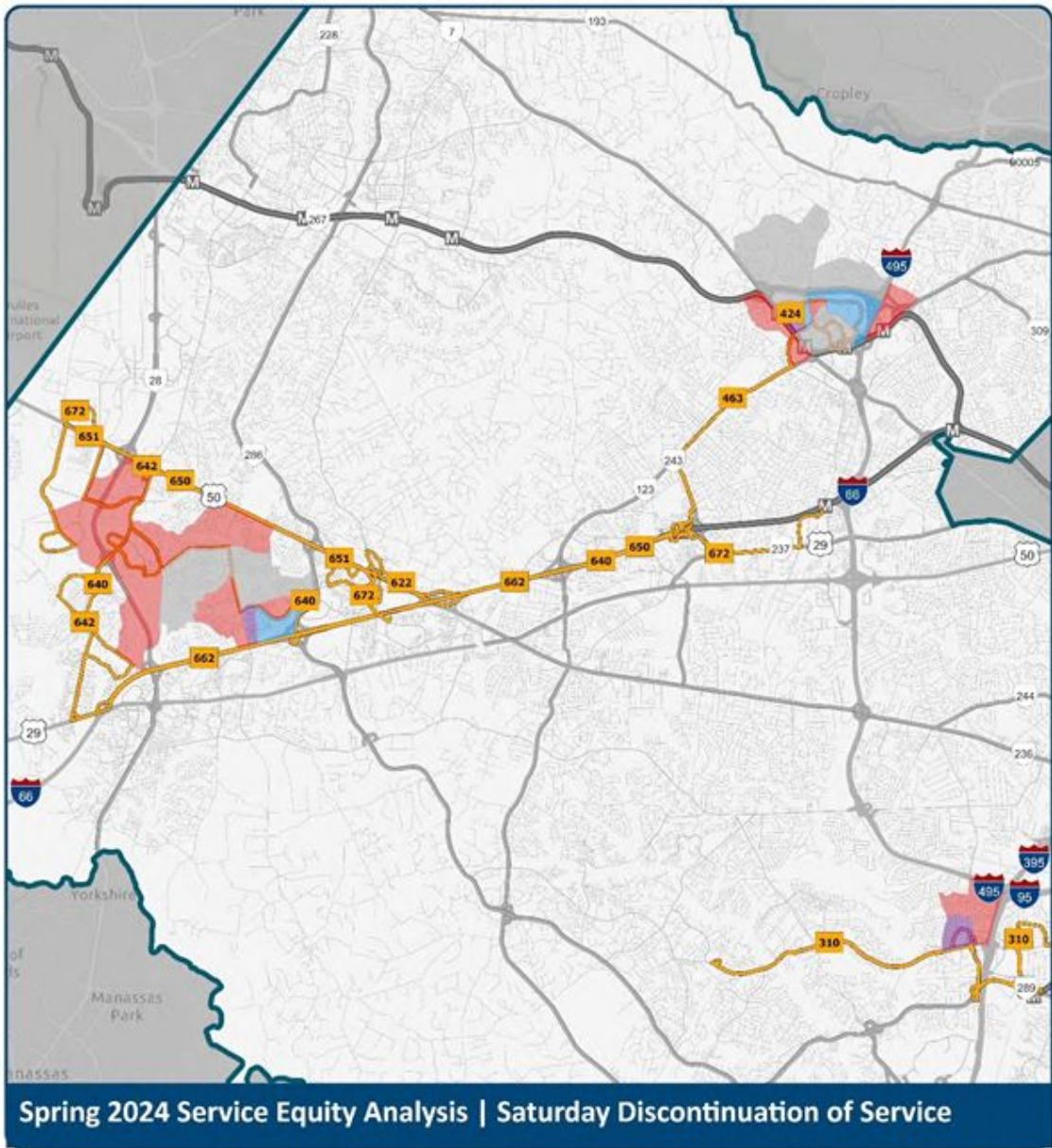
LEGEND

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0 1.25 2.5 Miles



Figure 6: Saturday Discontinuation of Service



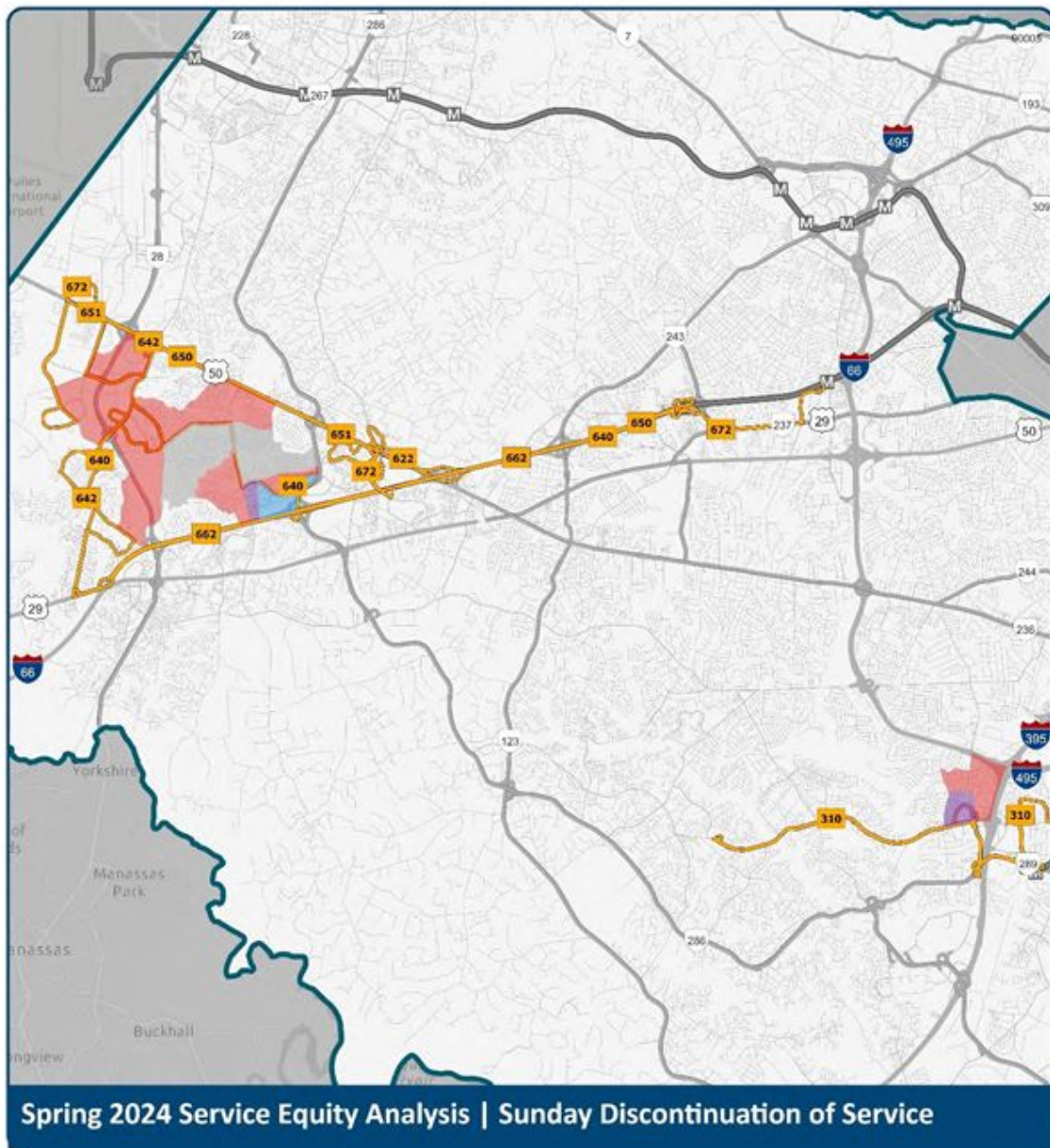
LEGEND

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0 1.25 2.5
Miles



Figure 7: Sunday Discontinuation of Service



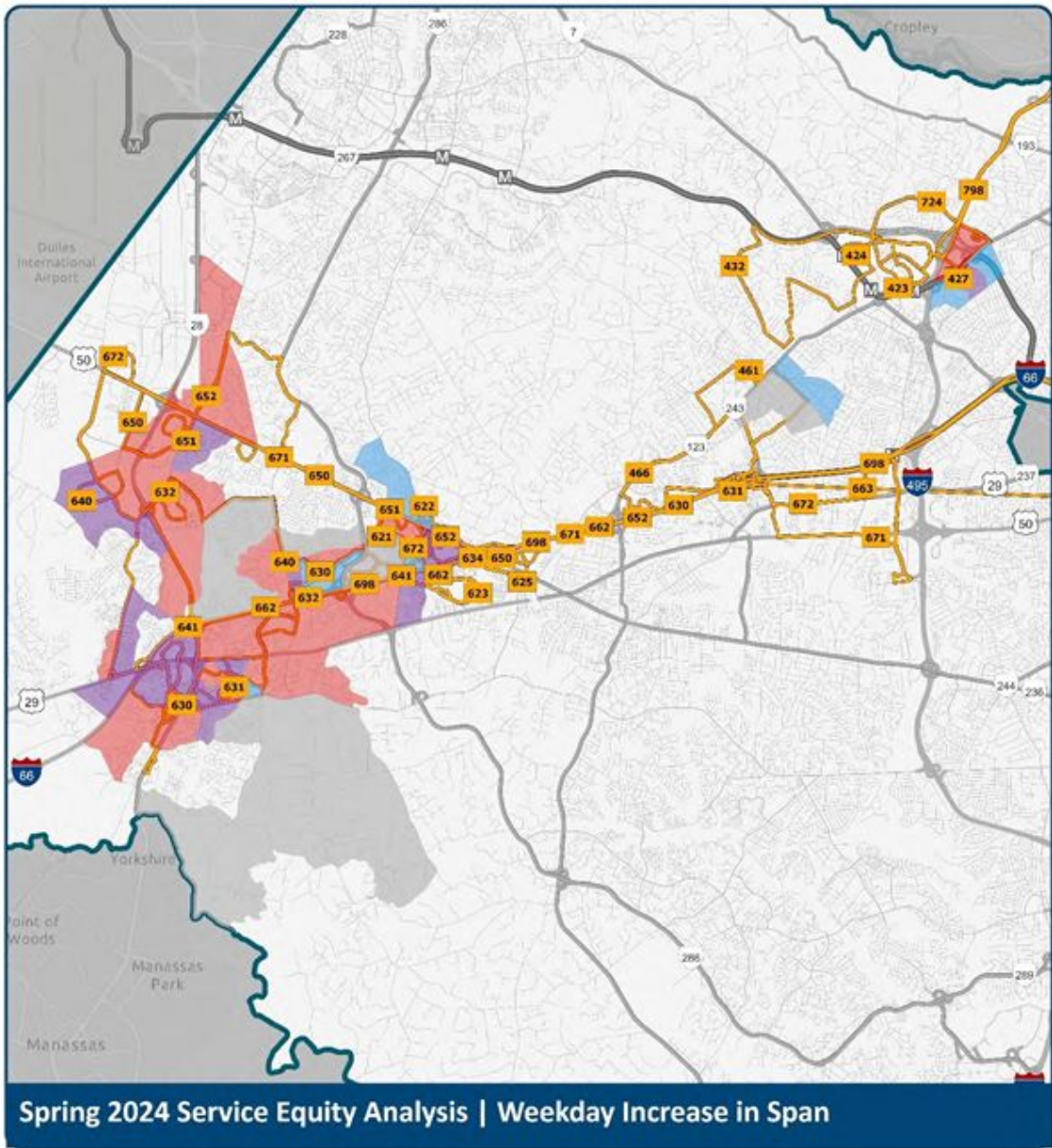
LEGEND

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0 1.25 2.5 Miles



Figure 8: Weekday Increase in Span



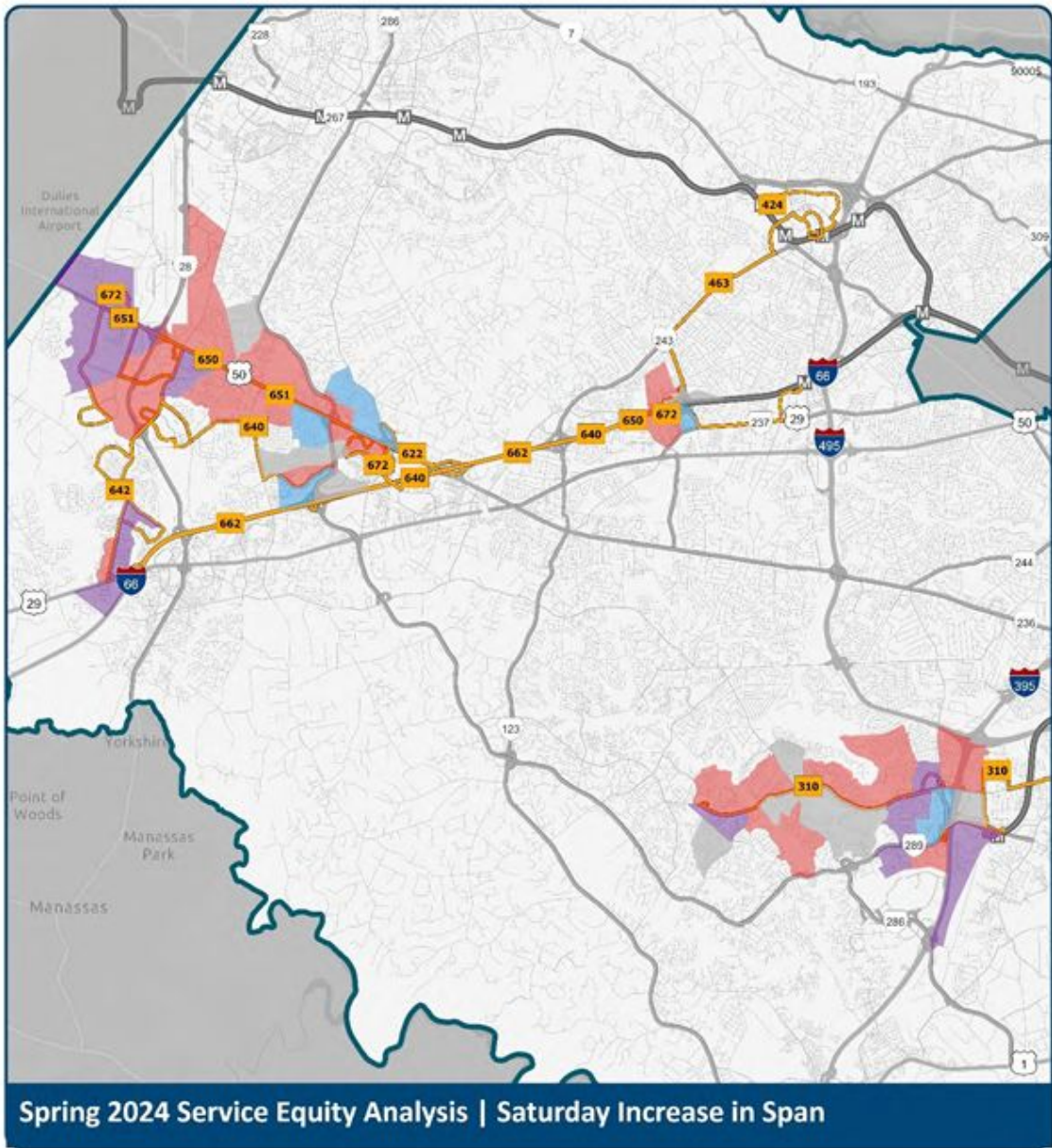
LEGEND

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- sea_results_odp_231003

0 1.25 2.5
Miles



Figure 9: Saturday Increase in Span



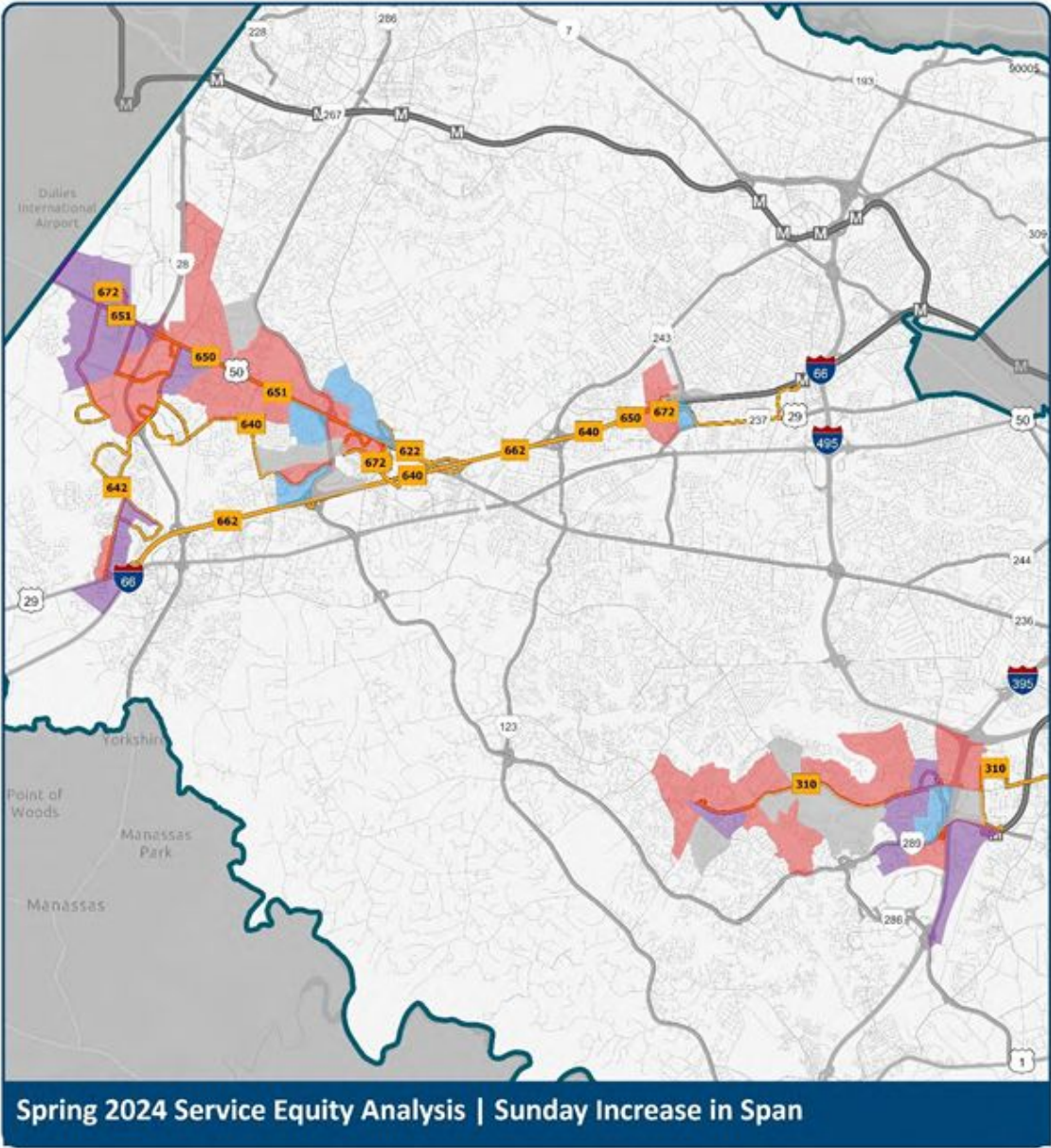
LEGEND

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0 1.5 3 Miles



Figure 10: Sunday Increase in Span



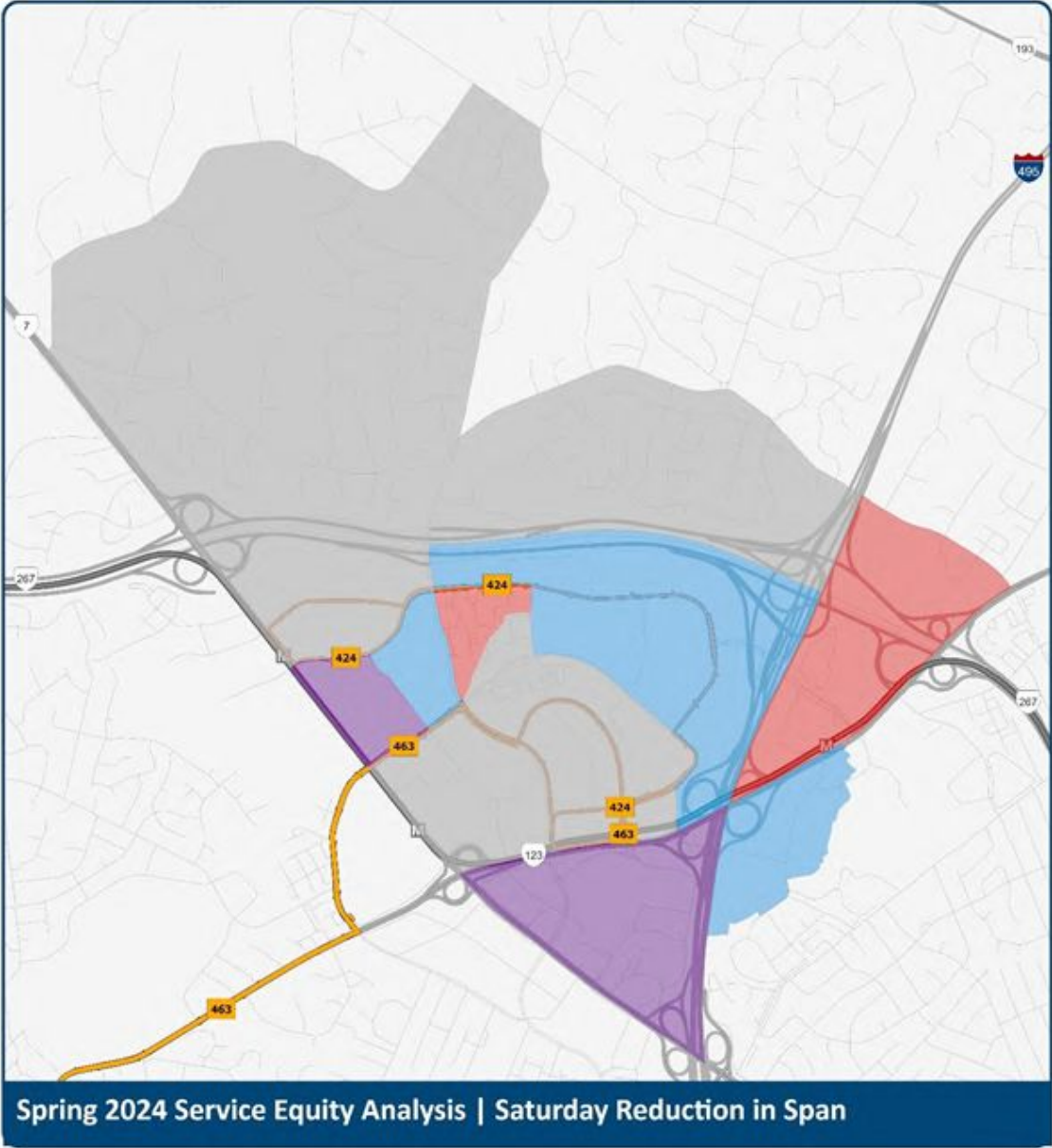
LEGEND

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0 1.5 3 Miles



Figure 12: Saturday Reduction in Span



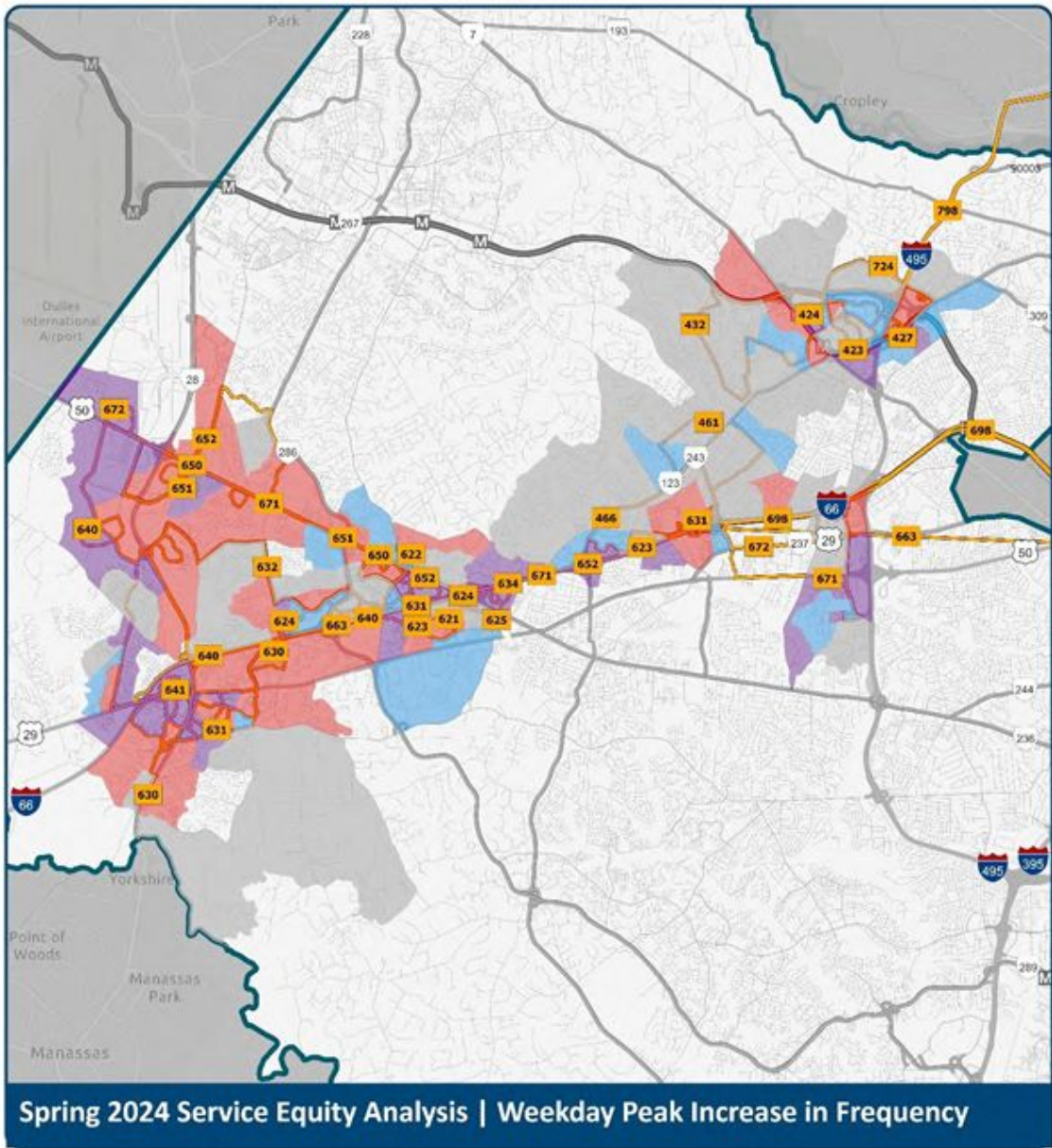
LEGEND

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- sea_results_odp_231003

0 0.28 0.55
Miles



Figure 13: Weekday Peak Increase in Frequency



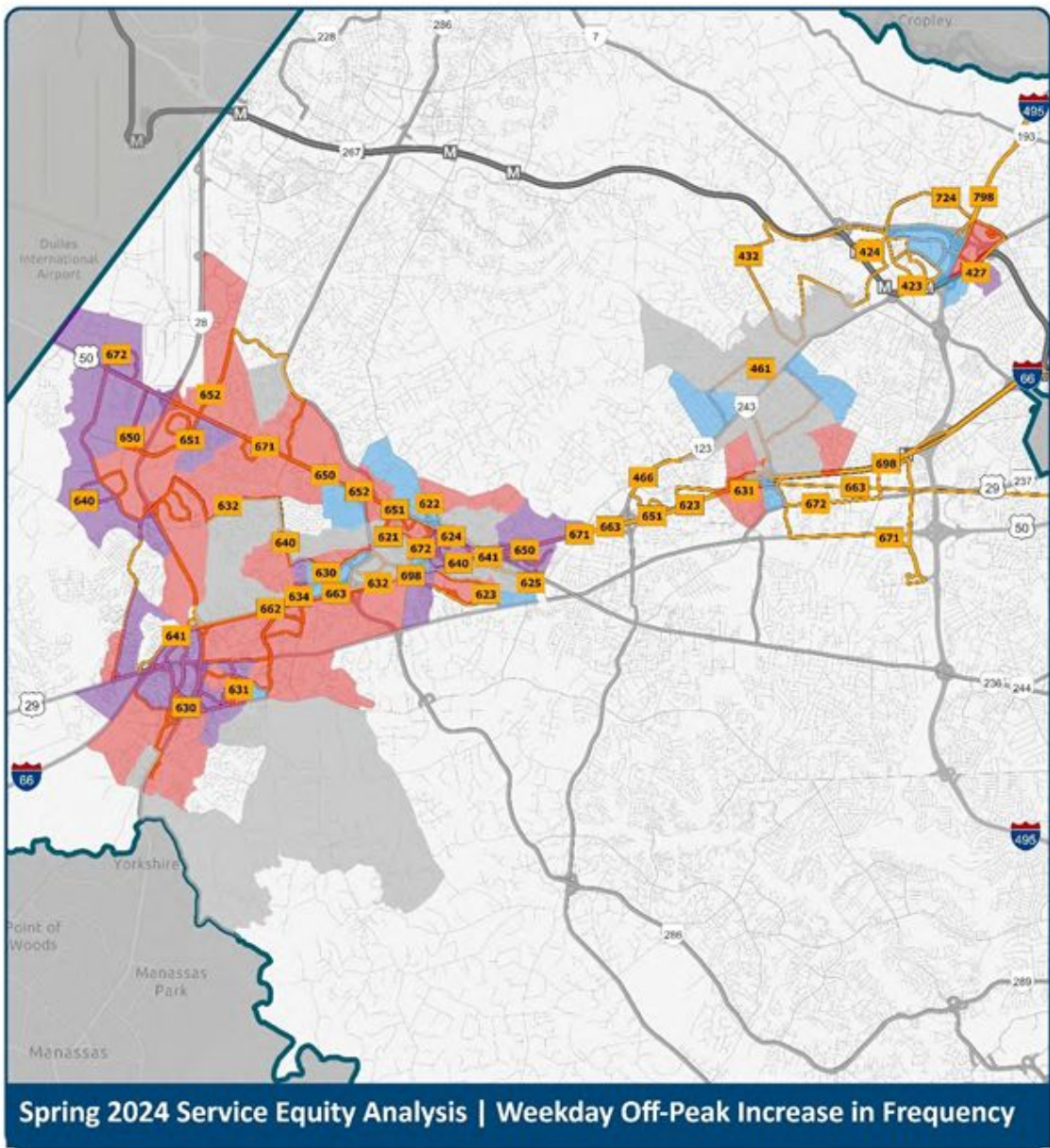
LEGEND

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- sea_results_odp_231003

0 1.5 3 Miles



Figure 14: Weekday Off-Peak Increase in Frequency



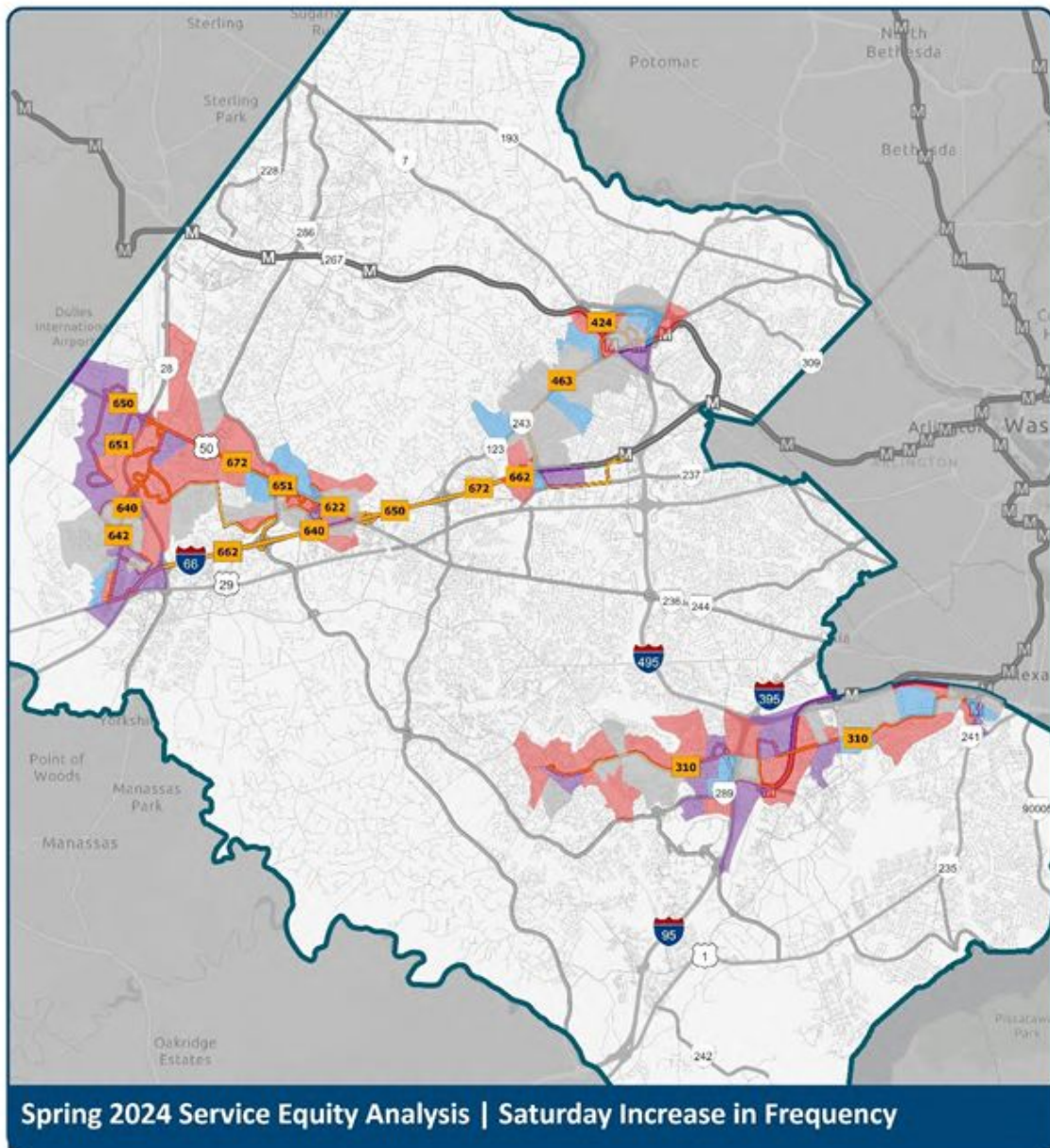
LEGEND

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- sea_results_odp_231003

0 1.25 2.5 Miles



Figure 15: Saturday Increase in Frequency



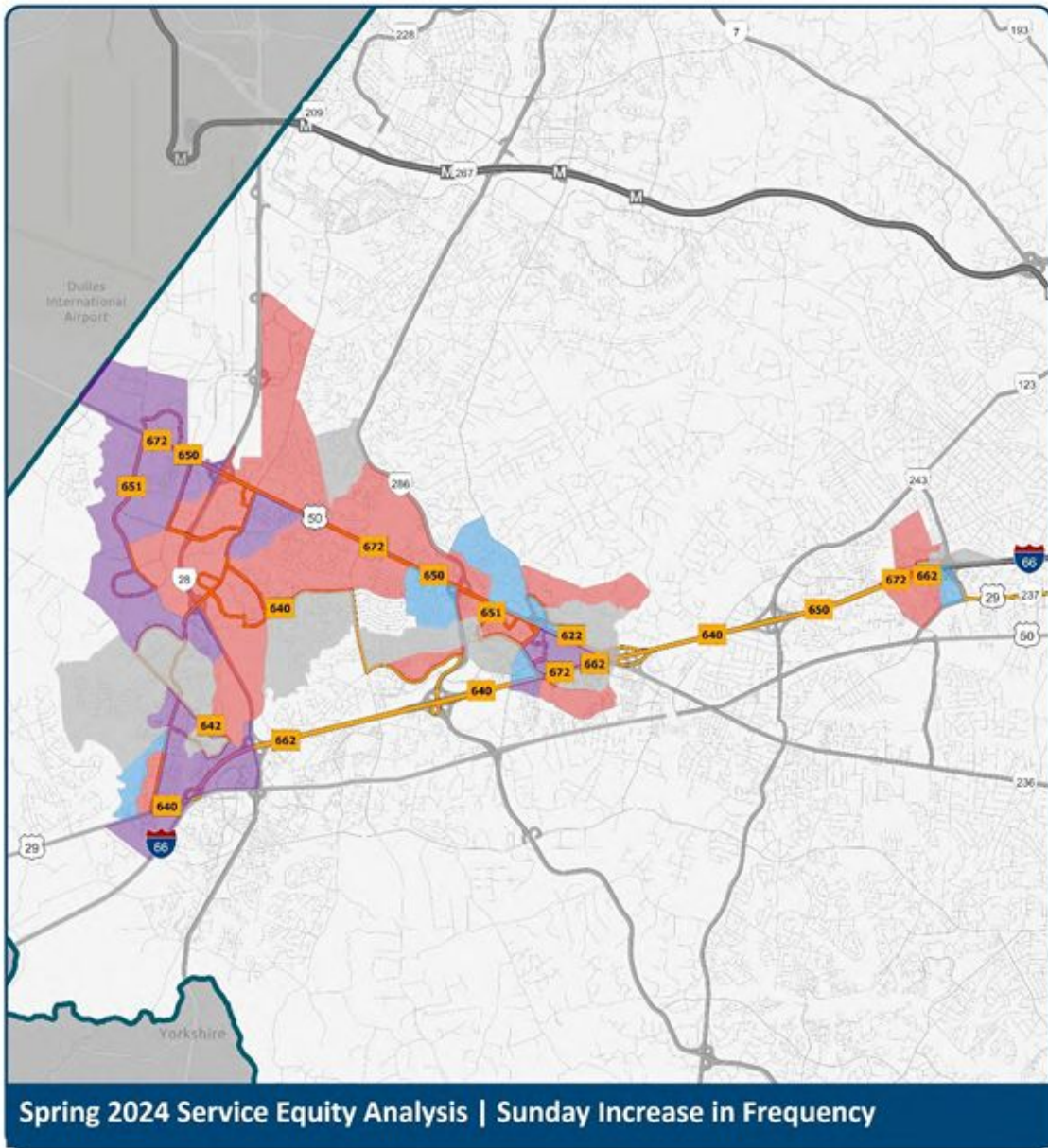
LEGEND

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- sea_results_odp_231003

0 2 4 Miles



Figure 16: Sunday Increase in Frequency



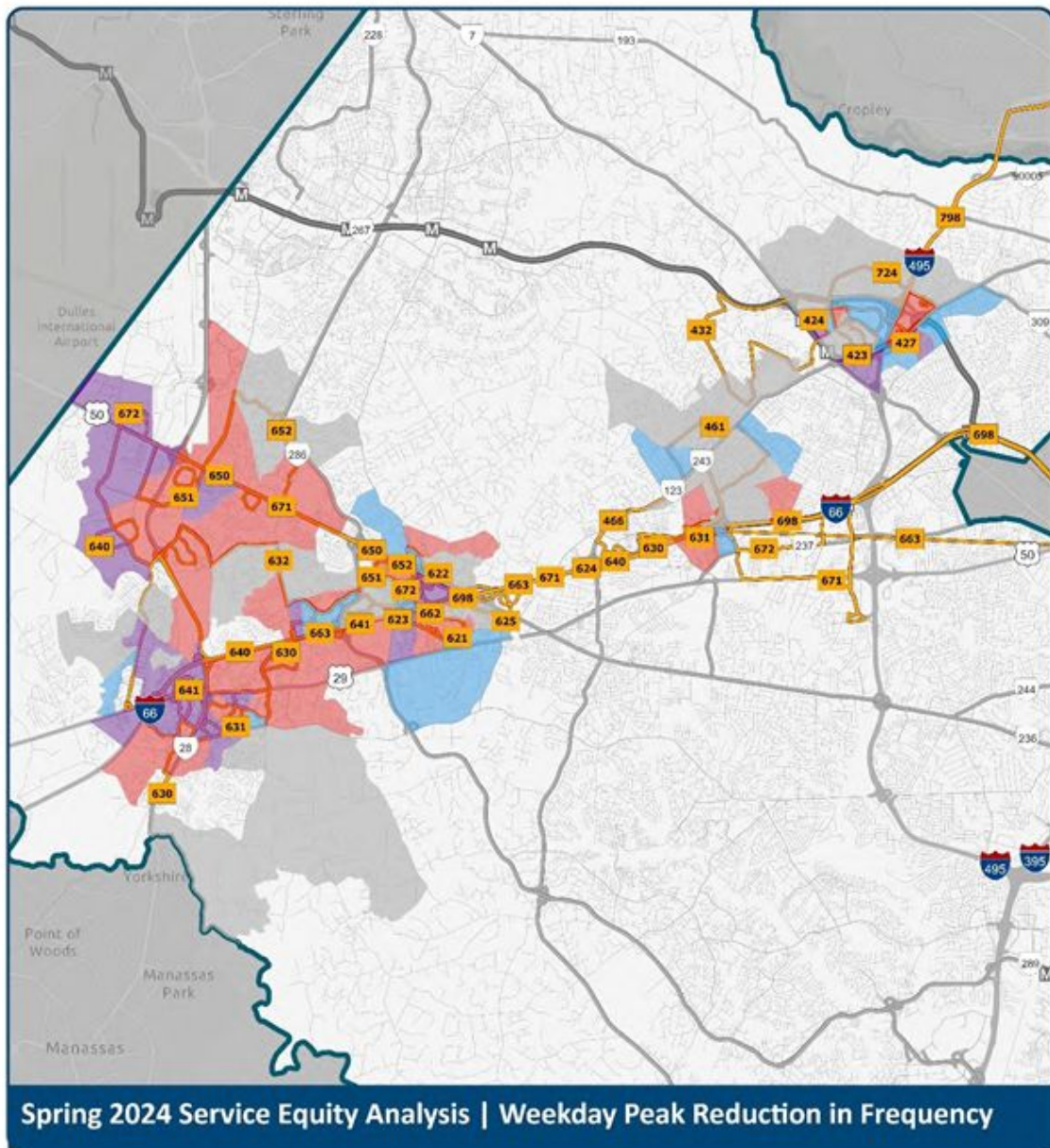
LEGEND

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- sea_results_odp_231003

0 1 2 Miles



Figure 17: Weekday Peak Reduction in Frequency



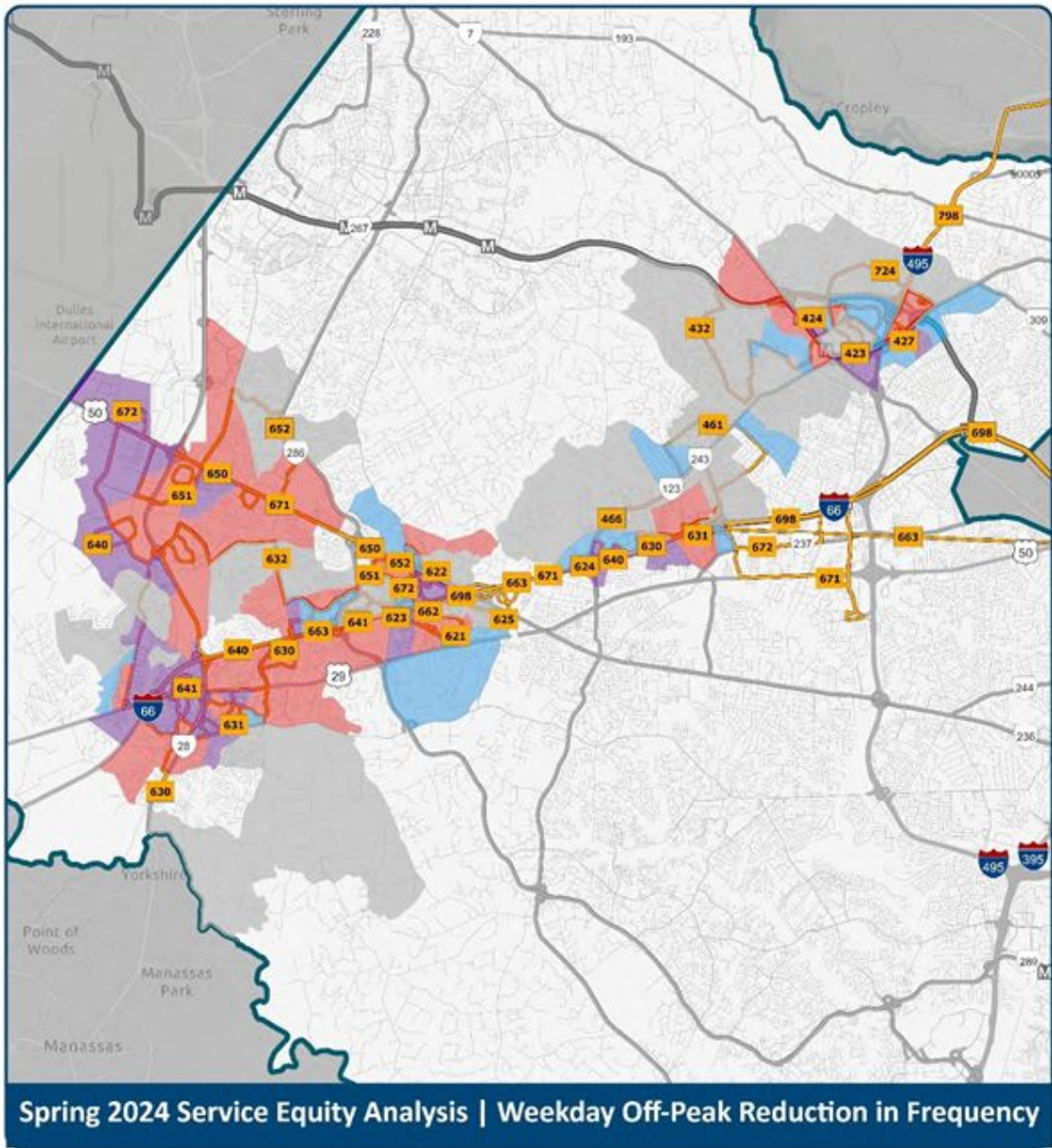
LEGEND

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- sea_results_odp_231003

0 1.5 3 Miles



Figure 18: Weekday Off-Peak Reduction in Frequency



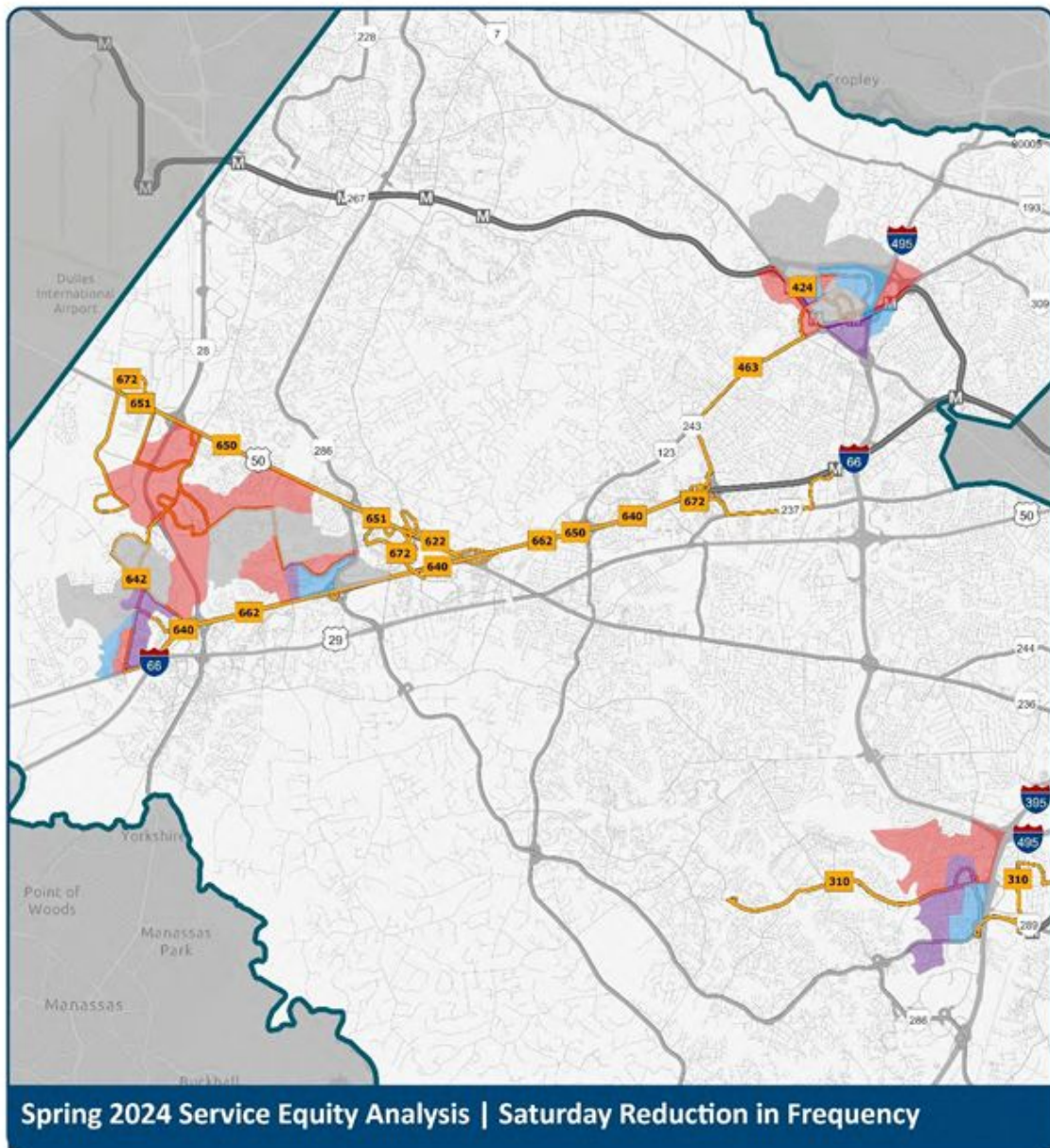
LEGEND

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- sea_results_odp_231003

0 1.5 3 Miles



Figure 19: Saturday Reduction in Frequency

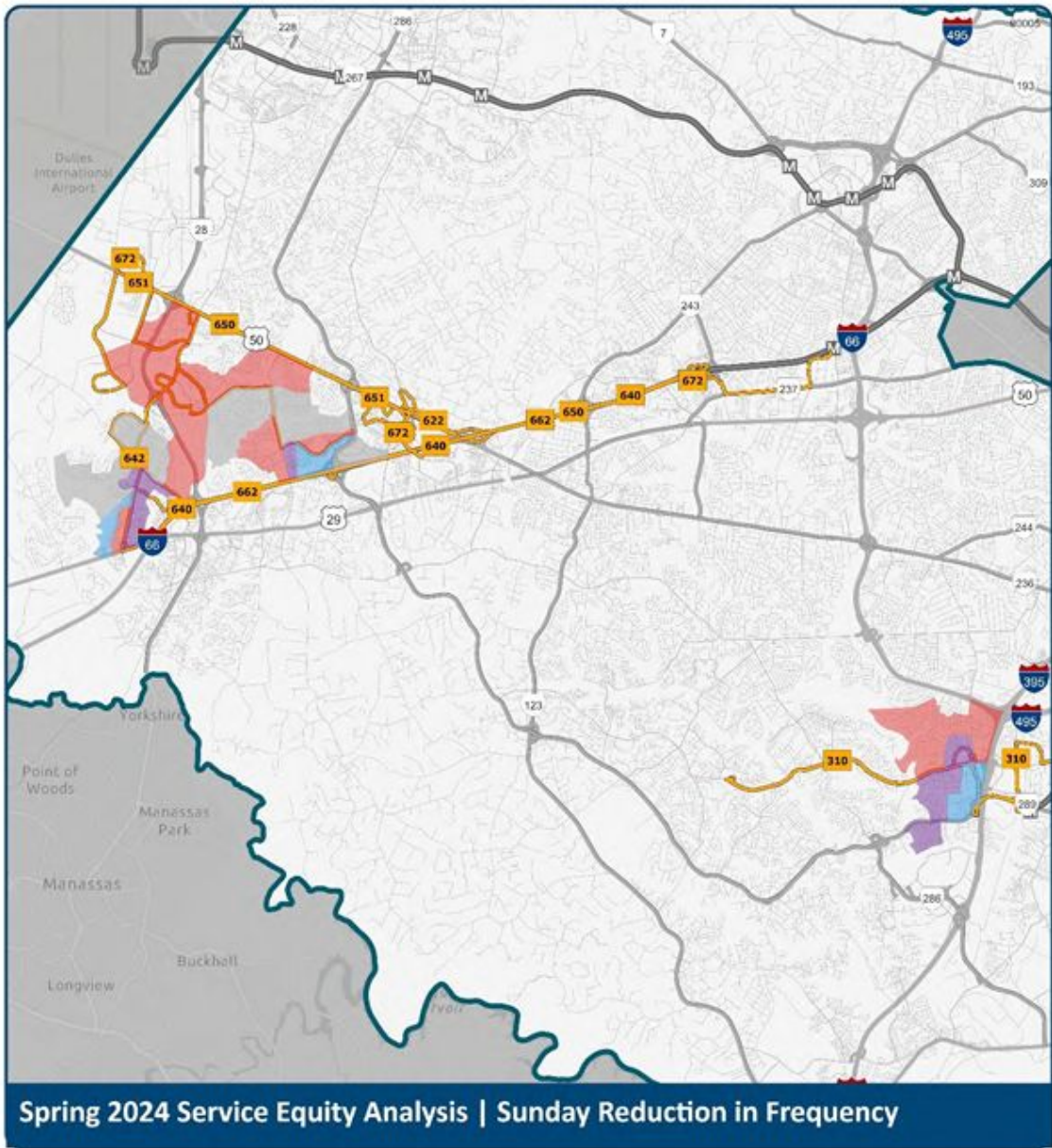


LEGEND

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 - Block Groups Affected by Major Changes**
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- sea_results_odp_231003



Figure 20: Sunday Reduction in Frequency



LEGEND

- Routes Experiencing Major Service Changes
 - Block Groups Affected by Major Changes**
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 - Percentage of minority and low-income residents exceeds service area average
 - Percentage of minority and low-income residents below service area average
- sea_results_odp_231003



Board Agenda Item
January 23, 2024

ACTION - 8

Approval of Supplemental Appropriation Resolution AS 24080 to Accept Grant Funding and Authorization to Execute a Standard Project Agreement with the Northern Virginia Transportation Commission and the Potomac Rappahannock Transportation Commission for the Richmond Highway Bus Rapid Transit Project (Franconia and Mount Vernon Districts)

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 24080 (Attachment 1) for the Fairfax County Department of Transportation (FCDOT) to accept funding from the Northern Virginia Transportation Commission (NVTC) and the Potomac Rappahannock Transportation Commission (PRTC) for the Richmond Highway Bus Rapid Transit (BRT) project in the amount of \$10 million. These funds will be allocated by NVTC and PRTC to Fairfax County for partial funding for construction of the project from Fort Belvoir to the Huntington Metrorail Station. There is no Local Cash Match requirement. The County received Northern Virginia Transportation Authority (NVTA) program funds and intends to apply for federal New Starts/Capital Investment Grant (CIG) funding to support the balance of the project costs. The estimated total cost of the project is \$937,047,000. The grant period for the FY 2024-2025 Program of Projects is July 1, 2023, to June 30, 2028. The County is committed to completing the project using other sources of funding. The grant award requires an agreement execution resolution (Attachment 2) from the local governing body; therefore, Board approval of Attachment 2 is also requested.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors approve Supplemental Appropriation Resolution AS 24080 (Attachment 1) to accept funding from the NVTC and PRTC in the amount of \$10 million for the Richmond Highway Bus Rapid Transit project. Commuter Choice funding will help fund the construction of a 7.4-mile, nine-station, bus rapid transit line operating in new median lanes along Richmond Highway (U.S. Route 1). The County Executive also recommends the Board approve a resolution (Attachment 2) authorizing the Director of FCDOT to execute a Standard Project Agreement (SPA) with NVTC/PRTC, substantially in the form of Attachment 3, for the funding and implementation of the project.

TIMING:

Board approval is requested on January 23, 2024.

BACKGROUND:

In June 2017, the Virginia Department of Transportation (VDOT) entered into an agreement with 95 Express Lanes, LLC, for the extension of approximately eight miles of Express Lanes between Turkeycock Run (near Edsall Road) and Eads Street in Arlington. This project converted the two existing High Occupancy Vehicle (HOV) lanes to express lanes, and added a third lane, providing three reversible express lanes. With the three lanes, vehicles with three or more people can use the express lanes for free, while vehicles with fewer than three people have the choice to pay a variable toll to use the express lanes or use the general purposes lanes. As a part of the aforementioned agreement, 95 Express Lanes, LLC agreed to pay the Commonwealth \$15 million per year for transit services (escalating by 2.5 percent per year) beginning with the commencement of tolling through the life of the 70-year agreement.

A Memorandum of Agreement (MOA) between the Commonwealth Transportation Board (CTB), VDOT, the Department of Rail and Public Transportation (DRPT), NVTC and PRTC provides a general structure for implementation of the agreement. Through the MOA, the Commonwealth provides the \$15 million per year (plus escalation) to the Commissions to administer a program that funds multimodal projects along the corridor. The MOA includes the opportunity for the Commissions to mutually agree on a joint approach for selecting projects, subject to approval by the CTB.

In January 2019, the Commissions entered into a separate Agreement for Distribution and Allocation of I-395 Annual Transit Investment (ATI) funds (“Agreement for Distribution”). This Agreement for Distribution created a new “Commuter Choice” program that serves the I-95/I-395 corridor and allows for the ATI funds to be administered jointly, reducing program administration costs and facilitating greater regional cooperation in the selection of projects. The first annual transit payment was made available to the Commissions at the commencement of tolling on the I-395 Express Lanes on November 17, 2019.

In November 2022, NVTC approved the project selection process and technical evaluation criteria for the I-95/I-395 Commuter Choice program and authorized its Executive Director to initiate the I-95/I-395 Commuter Choice Round Three (FY 2024-FY 2025) call for projects. Applications were due in January 2023, and on January 24, 2023, the Fairfax County Board of Supervisors authorized the County to apply for funding to support the Richmond Highway Bus Rapid Transit project. Funding will help fund the construction of an over seven-mile, nine-station bus rapid transit line that will operate in new median lanes along Richmond Highway.

Following the project selection process, NVTC and PRTC recommended a list of projects for funding on June 6, 2023, which included the Richmond Highway Bus Rapid Transit project submitted by the County. On June 21, 2023, the CTB approved the recommended inclusion of this project for I-95/I-395 Commuter Choice program funding. Following action by the Board of Supervisors, the parties will execute the Standard

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Project Agreement (Attachment 3), and NVTC and PRTC can begin distributing funds to support this project. The County will receive a total of \$20 million from the Commuter Choice Program, with \$10 million included in this award and another \$10 million as part of the FY 2026-2027 Program of Projects, which will be handled in a future Board Item.

EQUITY IMPACT:

The Richmond Highway Bus Rapid Transit project will serve areas along the corridor with a High to Very High Vulnerability Index, with an estimated 79% of the population throughout the corridor as Black, Indigenous, and People of Color (BIPOC). The board item to accept grant funding from NVTA and PRTC will support the RHBRT project and should have a positive or neutral equity impact.

FISCAL IMPACT:

The grant award of \$10 million from the Commuter Choice program will support a portion of the construction cost for the Richmond Highway Bus Rapid Transit project. No Local Cash Match is required. This grant does not allow the recovery of indirect costs. Formal budget appropriation in the Federal-State Grant Fund will be requested at a quarterly review once the Standard Project Agreement has been fully executed.

CREATION OF NEW POSITIONS:

No new positions will be created by this grant.

ENCLOSED DOCUMENTS:

Attachment 1: Supplemental Appropriation Resolution AS 24080

Attachment 2: Agreement Execution Resolution for the Execution of an Agreement for the Richmond Highway Bus Rapid Transit Project

Attachment 3: Standard Project Agreement for I-95/I-395 Project, Annual Transit Investment Funding of Projects and Administration: Richmond Highway Bus Rapid Transit Implementation: Fort Belvoir to Huntington Station

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, FCDOT

Noelle Dominguez, Chief, Coordination and Funding Division, FCDOT

Dwayne Pelfrey, Chief, Transit Services Division, FCDOT

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

Malcolm Watson, Transportation Planner, FCDOT

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ASSIGNED COUNSEL:
Joanna L. Faust, Assistant County Attorney

RESOLUTION

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 24080

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 23, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

THEREFORE BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that the following supplemental appropriation is authorized, and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund: 500-C50000, Federal-State Grant Fund

Agency: G4040, Department of Transportation \$10,000,000

Grant: 1400166-2024, Richmond Highway Bus Rapid Transit Project

Reduce Appropriation to:

Agency: G8787, Unclassified Administrative Expenses \$10,000,000

Fund: 500-C50000, Federal-State Grant Fund

Source of Funds: Northern Virginia Transportation Commission, \$10,000,000

ADOPTED this 23rd day of January, 2024

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

RESOLUTION

STANDARD PROJECT AGREEMENT EXECUTION RESOLUTION
A RESOLUTION FOR THE BOARD OF SUPERVISORS OF THE
COUNTY OF FAIRFAX, VIRGINIA
FOR THE EXECUTION OF AN AGREEMENT FOR THE
RICHMOND HIGHWAY BUS RAPID TRANSIT PROJECT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 23, 2024, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, on January 24, 2023, the Fairfax County Board of Supervisors approved a resolution endorsing multi-modal transportation projects for submission to the FY 2024 – 2025 I-95/I-395 Commuter Choice program funding, and authorized the Director of the Department of Transportation to sign and submit an application for the Richmond Highway Bus Rapid Transit Project; and

WHEREAS, on June 21, 2023, the Commonwealth Transportation Board approved the projects in the I-95/I-395 Commuter Choice program, which included the Richmond Highway Bus Rapid Transit project; and

WHEREAS, the Northern Virginia Transportation Commission (NVTC) developed a Standard Project Agreement (SPA), in consultation with the Potomac and Rappahannock Transportation Commission (PRTC), to govern the terms of the toll revenue transfers and ensure that the requirements of the I-395 Memorandum of Agreement (MOA) for Distribution and Allocation of the I-395 Annual Transit Investment Funds are met; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Director of the Fairfax County Department of Transportation (FCDOT) is authorized to execute the SPA with NVTC and PRTC for the Richmond Highway Bus Rapid Transit project, as approved for funding in the FY 2024 - 2025 I-95/I-395 Commuter Choice program.

ADOPTED this 23rd day of January 2024

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**Standard Project Agreement for the I-95/I-395 Project,
Annual Transit Investment Funding of Projects and Administration**

**Between the Northern Virginia Transportation Commission,
the Potomac and Rappahannock Transportation Commission, and**

Fairfax County

Commission Project Number: 059-32-24

Commission Project Name: Richmond Highway Bus Rapid Transit Implementation: Fort Belvoir to Huntington Station

This Standard Project Agreement for the I-95/I-395 Project, Annual Transit Investment Funding of Projects and Administration (“Agreement”) is made and executed in duplicate on _____ by and between the Northern Virginia Transportation Commission (“NVTC”) on behalf of itself and the Potomac and Rappahannock Transportation Commission (“PRTC”), (collectively the “Commissions”) and Fairfax County (“Recipient Entity”).

WITNESSETH

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

WHEREAS, NVTC and PRTC entered into a Memorandum of Agreement regarding the annual transit investment (“ATI”) from the 395 HOT Lanes (“MOA”), as most recently amended on January 18, 2022, with the Commonwealth Transportation Board (“CTB”), the Virginia Department of Transportation (“VDOT”), and the Virginia Department of Rail and Public Transportation (“DRPT”), as such MOA may be further amended from time to time, which MOA delegated to NVTC and PRTC the authority to select and administer the implementation of multimodal transportation improvements to the roadways and associated transportation and transit facilities (“ATI-Funded Projects” as used in the MOA and, for purposes of this Agreement, “Projects”) in the stretch of Interstates 95 and 395 along which 95 Express Lanes, LLC (the “Concessionaire”) operates and maintains high-occupancy toll lanes (“HOT Lanes”), including Route 1, Virginia Railway Express, and other adjacent and nearby routes (the “Corridor”), which Projects are designed to attain the Improvement Goals defined in the MOA, specifically, to (1) maximize person throughput in the Corridor; and (2) implement multimodal improvements to: (i) improve mobility along the Corridor, (ii)

support new, diverse travel choices, and (iii) enhance transportation safety and travel reliability, all of which are reasonably expected to benefit the users of the Corridor toll paying users of the I-95/I-395 Project;

WHEREAS, the MOA provides for the transfer to and use by NVTC and PRTC of the ATI funds for the implementation of Projects selected by NVTC and PRTC and approved by the CTB, as well as operating costs related to Projects, and NVTC and PRTC financing and debt service payments and any allowable costs related thereto;

WHEREAS, NVTC and PRTC have entered into an Agreement for Distribution and Allocation of I-395 ATI Funds dated January 28, 2019, under which NVTC shall serve on behalf of the Commissions as the recipient and administrator of all ATI funds disbursed to them, including administration of this Agreement on behalf of the Commissions;

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

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

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

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

WHEREAS, PRTC has authorized NVTC to approve execution of Standard Project Agreements on behalf of the Commissions, providing for NVTC's distribution of ATI funds to individual Recipient Entities for Projects that have been approved by the Commissions and the CTB; and

WHEREAS, NVTC's governing body and Recipient Entity's governing body have each authorized that their respective designee(s) execute this Agreement on their respective

behalf(s) as evinced by copies of each such entity's resolution or clerk's minutes which are appended hereto as Appendix E;

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

A. Recipient Entity's Obligations

Recipient Entity shall:

1. Complete or perform all said work as described in Appendix A, advancing such work diligently and ensuring that all work is completed in accordance with all applicable federal, state, and local laws and regulations, and all terms and conditions of this Agreement. Recipient Entity expressly agrees that, for non-debt financed Projects, Recipient Entity must obligate the ATI funds to the cost of the Project within two (2) fiscal years and to expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds for the Project were allocated by the CTB unless an extension has been approved by the Commissions and the CTB. In the event an extension is not approved by the Commissions and the CTB, then Recipient Entity shall release or return to NVTC all unexpended funds no later than 90 days after receipt of NVTC's written request for such release or return. If the Project is cancelled at any time, for any reason, before or after work has commenced, Recipient Entity shall immediately notify the Commissions in writing of the cancellation and shall immediately cease to incur Project costs. Concurrently, and in no event later than 90 days after the date of cancellation, Recipient Entity shall refund to NVTC 100% of all funds provided by the Commissions for the Project unless otherwise approved by the Commissions, and the CTB as necessary, and set forth in an amendment to this Agreement.
2. Ensure that all work performed or to be performed under this Agreement is in accordance with the Project Description Sheets attached to Appendix A.
3. Perform or have performed, and remit all payment requisitions and other requests for funding for design and engineering, including all environmental work, right-of-way acquisition, construction, contract administration, testing services, inspection services, capital asset acquisitions, or operations, and all allowable expenses for the Project, as is required by this Agreement and that may be necessary for completion of the Project.
4. Not use the ATI funds specified on Appendix B to pay any Project cost if the MOA or any applicable provision of law does not permit such Project cost to be paid with ATI funds. For transit, bikeshare and other operations projects that generate revenues, the Recipient Entity shall deduct revenues earned

from Project operations from any requests for reimbursement of operating expenses.

5. Recognize that, if the Project is anticipated to receive additional ATI funds in a future funding round as reflected in Appendix B to this Agreement, Recipient Entity may only pursue reimbursement of eligible Project expenses from ATI funds that have been allocated to the Project to date by the CTB. Recipient Entity is not entitled to the anticipated additional ATI funds unless and until they are allocated to the Project by the CTB. Each allocation of ATI funds carries its own requirement that the Recipient obligate the ATI funds to the cost of the Project within two (2) fiscal years and expend the ATI funds within five (5) fiscal years of the first day of the fiscal year for which the funds were allocated by the CTB unless an extension has been approved by the Commissions and the CTB. Nothing herein, however, shall prohibit Recipient Entity from providing its own funds to advance the Project prior to the CTB allocating anticipated funding, and from later, once the CTB has allocated the anticipated funds, requesting reimbursement from NVTC for having advance funded the Project.
6. Acknowledge that NVTC's Executive Director will periodically update NVTC's cash flow estimates with the objective toward keeping those estimates accurate throughout the life of the Project. Recipient Entity shall provide all information required by NVTC so as to ensure and facilitate accurate cash flow estimates and accurate updates to those cash flow estimates throughout the life of the Project as described in Appendix B.
7. Provide to NVTC requests for payment consistent with Appendix B and the most recently approved NVTC cash flow estimates that include NVTC's standard payment requisition(s), containing detailed summaries of actual Project costs incurred with supporting documentation as required by NVTC and that certify all such costs were incurred in the performance of work for the Project as authorized by this Agreement. Each payment requisition shall be in substantially the same form as set forth in Appendix C of this Agreement, include a manual signature of the individual authorized to submit the request, and be submitted electronically to reimbursements@novatransit.org. If approved by NVTC, Recipient Entity can expect to receive payment within forty-five (45) business days upon receipt by NVTC. Approved payments will be made by means of electronic transfer of funds from NVTC to or for the account of Recipient Entity.
8. Promptly notify NVTC's Executive Director of any additional Project costs resulting from unanticipated circumstances which costs exceed the amount allocated by the CTB for the Project, and provide to NVTC detailed estimates

of additional costs associated with those circumstances. Recipient Entity understands that it will be within the Commissions' sole discretion, subject to CTB approval, whether to seek and to provide any additional funding to the Project in such circumstances and that the Commissions will do so only in accordance with the Commissions' approved Project selection process and upon formal action and approval by NVTC and PRTC. Recipient Entity shall timely provide to NVTC a complete and accurate update to Appendix B if the Commissions and the CTB approve funding of any additional Project costs for the Project under this Paragraph.

9. Submit a final reimbursement request for Project expenses and release or return any unexpended funds to NVTC no later than 90 days after Project completion. The final reimbursement request shall be accompanied by a certification to NVTC that Recipient Entity adhered to all applicable laws and regulations and all requirements of this Agreement.
10. Should Recipient Entity be required to provide matching funds in order to proceed or complete the funding necessary for the Project, Recipient Entity shall certify to NVTC that all such matching funds have been either authorized and/or appropriated by Recipient Entity's governing body or have been obtained through another, independent funding source.
11. Maintain complete and accurate financial records relative to the Project for all time periods as may be required by the Virginia Public Records Act and by all other applicable state or federal records retention laws or regulations, unless superseded by the laws that govern Recipient Entity and provide copies of any such financial records to NVTC, free of charge, upon request.
12. Maintain all original conceptual drawings and renderings, architectural and engineering plans, site plans, inspection records, testing records, and as built drawings for the Project for the time periods required by the Virginia Public Records Act and any other applicable records retention laws or regulations, unless superseded by the laws that govern Recipient Entity; and provide to NVTC copies of all such drawings and plans free of charge, upon request.
13. Reimburse the Commissions for all ATI funds (with interest earned at the rate earned by NVTC) that Recipient Entity misapplied or used in contravention of the MOA or any term or condition of this Agreement.
14. Name the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents, or require that all Recipient Entity's contractors name the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT and their officers, employees and agents as

additional insureds on any insurance policy issued for the work to be performed and/or services to be provided by or on behalf of Recipient Entity for the Project, and present NVTC with satisfactory evidence thereof before any work on the Project commences or continues, so that they are protected from and against any losses actually suffered or incurred, except for losses to the extent caused by the negligence or willful misconduct of such entity or person, from third party claims that are directly related to or arise out of: (a) any failure by Recipient Entity to comply with, to observe or to perform in any material respect any of the covenants, obligations, agreements, terms or conditions in this Agreement, or any breach by Recipient Entity of its representations or warranties in this Agreement; (b) any actual or willful misconduct or negligence of Recipient Entity, its employees or agents in direct connection with the Projects; (c) any actual or alleged patent or copyright infringement or other actual or alleged improper appropriation or use of trade secrets, patents proprietary information, know-how, trademarked or service-marked materials, equipment devices or processes, copyright rights or inventions by Recipient Entity in direct connection with the Project; (d) inverse condemnation, trespass, nuisance or similar taking of or harm to real property committed or caused by Recipient Entity, its employees or agents in direct connection with the Project; or (e) any assumed liabilities. Recipient Entity will contractually require its contractors, subcontractors, vendors and other third parties working or performing services related to any Project funded by ATI funds to indemnify the Commissions and their respective Bond Trustees, the Commonwealth of Virginia, the CTB, VDOT, DRPT, and their officers, employees and agents from the same losses.

15. Recipient Entity covenants and agrees it will comply with all applicable requirements of state and federal laws relating to anti-discrimination, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act, and shall contractually require the same of all contractors, subcontractors, vendors, and recipients of any funding. Recipient Entity recognizes the importance of the participation of minority, women-owned and small businesses through the federal and local Disadvantaged Business Enterprise programs and will abide by such programs in implementing the Project. Recipient Entity shall comply with all applicable federal requirements, including those applicable to highways that are part of the National Highway System.
16. Give notice to NVTC that Recipient Entity may use ATI funds to pay outside legal counsel services (as opposed to utilizing the services of its own in-house counsel or NVTC's in-house legal counsel) in connection with the work performed under this Agreement so as to ensure that no conflict of interest may arise from any such representation.

17. Provide certification to the Commissions that, upon final payment to all contractors for the Project, Recipient Entity will use the Project for its intended purposes for the duration of the Project's useful life. Under no circumstances will either of the Commissions be considered responsible or obligated to operate and/or maintain the Project after its completion.
18. Comply with all requirements of the Virginia Public Procurement Act and other applicable Virginia Code provisions, or local ordinances which govern the letting of public contracts, unless superseded by the laws that govern Recipient Entity.
19. Acknowledge that if the Project is being funded in whole or in part by NVTC or PRTC Bond Proceeds, comply with the applicable tax covenants as may be attached as Appendix D.
20. Acknowledge that if Recipient Entity expects and/or intends that the Project is to be submitted for acceptance by the Commonwealth into its system that Recipient Entity agrees to comply with VDOT's "Standards, Requirements and Guidance" applicable to the Project.
21. Recognize that Recipient Entity is solely responsible for obtaining all permits, permissions and regulatory approval necessary to develop, construct, operate and/or maintain the Project, including but not limited to, obtaining all required VDOT and local land use permits, applications for zoning approvals, and regulatory approvals.
22. Recognize that if Recipient Entity is funding the Project, in whole or in part, with federal and/or state funds, in addition to ATI funds and/or NVTC or PRTC Bond Proceeds, that Recipient Entity will need to comply with all federal and Commonwealth funding requirements, including but not limited to, the completion and execution of VDOT's Standard Project Administration Agreement and acknowledge that neither NVTC nor PRTC will be a party or signatory to that agreement; nor will NVTC or PRTC have any obligation to comply with the requirements of that agreement.
23. Provide quarterly (January 30th, April 30th, July 30th, and October 30th) written status updates on all approved, active Projects to NVTC on all items described in the Recipient's Project application including progress toward milestones and/or statistics including such information as ridership and/or percent completion. NVTC may require monthly written updates for more complex construction projects.
24. Assist the Commissions in the preparation of the annual report to the CTB required by the MOA, by providing data in regard to the Project performance

measures identified on Appendix A of this Agreement, as well as other reporting as may be requested or required by the Commissions.

25. To the greatest extent possible, include the Commuter Choice logo and recognition of Project funding source as being from the Commuter Choice Program, in a form approved by the Commissions, in all publicly-available materials, documents, websites, etc.

B. NVTC's Obligations

NVTC shall:

1. Provide to Recipient Entity the funding authorized by the Commissions for design work, engineering, including all environmental work, all right-of-way acquisition, inspection services, testing services, construction, and/or capital asset acquisition(s), and operations, and all allowable expenses, net of any revenue generated by the Project, on a reimbursement basis as set forth in this Agreement and as specified in the Project Budget and Cash Flow contained in Appendix B to this Agreement or the most updated amendment thereto.
2. If the Project is anticipated to receive additional ATI funds in a future funding round as reflected in Appendix B to this Agreement, include the funds as an off-the-top deduction within the proposed funding allocations for the indicated fiscal year that are advanced for the Commissions' and CTB's adoption and approval, subject to the availability of ATI funds to support the award and provided that the Recipient Entity continues to advance Project implementation in a manner consistent with this Agreement.
3. Assign a Program Coordinator for the Project. NVTC's Program Coordinator will be responsible for monitoring the Project on behalf of NVTC so as to ensure compliance with this Agreement and the MOA, and all NVTC's requirements and for overseeing, managing, reviewing, and processing, in consultation with NVTC's Executive Director and its Director of Finance and Administration (DFA), all payment requisitions submitted by Recipient Entity for the Project. NVTC's Program Coordinator will have no independent authority to direct changes or make additions, modifications, or revisions to the Project Scope of Work as set forth on Appendix A or to the Project Budget and Cash Flow as set forth on Appendix B.
4. Route to NVTC's assigned Program Coordinator all Recipient Entity's payment requisitions, containing detailed summaries of actual Project costs incurred which are in substantially the same form as shown on Appendix C submitted to NVTC for the Project. After submission to NVTC, NVTC's Program Coordinator will conduct an initial review of all payment requisitions and

supporting documentation for the Project in order to determine the submission's sufficiency. NVTC's Program Coordinator will then make a recommendation to the NVTC's DFA and Executive Director whether to authorize payment, refuse payment, or seek additional information from Recipient Entity. If the payment requisition is sufficient as submitted, payment will be made within twenty (20) business days from receipt. If the payment requisition is deemed insufficient, within twenty (20) business days from receipt, NVTC will notify Recipient Entity in writing and set forth the reasons why the payment requisition was declined or why and what specific additional information is needed for processing the payment request. Payment will be withheld until all deficiencies identified by NVTC have been corrected. Under no circumstances will NVTC authorize payment for any work performed by or on behalf of Recipient Entity that is not in conformity with the requirements of this Agreement or the MOA.

5. Route all Recipient Entity's supplemental requests for funding from NVTC under Paragraphs A.5 and A.8 of this Agreement to NVTC's Executive Director. NVTC's Executive Director will initially review those requests and all supporting documentation with NVTC's DFA. After such initial review and consultation with PRTC's Executive Director, NVTC's and PRTC's Executive Directors will make a recommendation to the Commissions' Joint Working Group for its independent consideration and review of whether CTB approval of, and an allocation for, supplemental funding should be sought. The Commissions' Joint Working Group will thereafter make a recommendation on any such request to NVTC and PRTC for final determination by the Commissions, and approval by the CTB.
6. Conduct periodic compliance reviews scheduled in advance for the Project so as to determine whether the work being performed remains within the scope of this Agreement, the MOA, and other applicable law. Such compliance reviews may entail review of Recipient Entity's financial records for the Project and on-site inspections.
7. Acknowledge that if, as a result of NVTC's review of any payment requisition or of any NVTC compliance review, NVTC staff determines that Recipient Entity has misused or misapplied any ATI funds in derogation of this Agreement or in contravention of the MOA or applicable law, NVTC staff will promptly advise NVTC's Executive Director and will advise Recipient Entity's designated representative in writing. Recipient Entity will thereafter have thirty (30) days to respond in writing to NVTC's initial findings. NVTC's Executive Director will review Recipient Entity's response and consult with the PRTC Executive Director, and thereafter the Commissions' Executive Directors will make a recommendation to the Commissions' Joint Working

Group which will, in turn, make a recommendation to NVTC and PRTC for a final determination. Pending final resolution of the matter, NVTC will withhold further funding of the Project. If NVTC and PRTC make a final determination that Recipient Entity has misused or misapplied funds in contravention of this Agreement, the MOA, or other applicable law, NVTC will cease further funding for the Project and the Commissions will seek reimbursement from Recipient Entity of all funds previously remitted by NVTC (with interest earned at the rate earned by NVTC) which were misapplied or misused by Recipient Entity. Nothing herein shall, however, be construed as denying, restricting or limiting the pursuit of either party's legal rights or available legal remedies.

8. Make guidelines available to Recipient Entity to assist the parties in carrying out the terms of this Agreement in accordance with applicable law.
9. Upon recipient's final payment to all contractors, retain copies of all contracts, financial records, design, construction, and as-built project drawings and plans for the Project for the time periods required by the Virginia Public Records Act and as may be required by other applicable records retention laws and regulations.

C. Term

1. This Agreement shall be effective upon adoption and execution by both parties and, unless terminated in accordance with the express provisions hereof, shall continue until completion of the Project and final payment of ATI funds hereunder, with the exception of those provisions which, by their express terms, survive termination.
2. Recipient Entity may terminate this Agreement, for cause, in the event of a material breach by NVTC or PRTC of this Agreement. If so terminated, NVTC shall pay for all Project costs incurred through the date of termination and all reasonable costs incurred by Recipient Entity to terminate all Project related contracts. The Virginia General Assembly's failure to appropriate funds, or CTB's failure to allocate, or VDOT's failure to distribute to NVTC and PRTC as described in paragraph F of this Agreement shall not be considered material breaches of this Agreement by NVTC or PRTC. Before initiating any proceedings to terminate under this Paragraph, Recipient Entity shall give NVTC and PRTC sixty (60) days written notice of any claimed material breach of this Agreement; thereby allowing NVTC and PRTC an opportunity to investigate and cure any such alleged breach.
3. NVTC may terminate this Agreement, for cause, resulting from Recipient Entity's material breach of this Agreement. If so terminated, Recipient Entity shall refund to NVTC all funds NVTC provided to Recipient Entity for the

Project (including interest earned at the rate earned by NVTC). NVTC will provide Recipient Entity with sixty (60) days written notice that NVTC is exercising its rights to terminate this Agreement and the reasons for termination. Prior to termination, Recipient Entity may request that the Commissions excuse Recipient Entity from refunding all funds NVTC provided to Recipient Entity for the Project based upon Recipient Entity's substantial completion of the Project or severable portions thereof; and the Commissions may, in their sole discretion, excuse Recipient Entity from refunding all or a portion of the funds NVTC provided to Recipient Entity for the Project. No such request to be excused from refunding will be allowed where Recipient Entity has either misused or misapplied ATI funds in contravention of applicable law.

4. Upon termination and payment of all eligible expenses as set forth in Paragraph C.3 above, Recipient Entity will release or return to NVTC all unexpended ATI funds with interest earned at the rate earned by NVTC no later than sixty (60) days after the date of termination.

D. Dispute

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

E. Commissions' Entitlement to Refund of Value of Project Assets

Recipient Entity agrees to use the real property and appurtenances and fixtures thereto, capital assets, equipment and all other transportation facilities that are part of the Project and funded by ATI funds under this Agreement ("Project Assets") for the designated transportation purposes of the Project under this Agreement and in accordance with applicable law throughout the useful life of each Project Asset. In the event that Recipient Entity fails to use any of the Project Assets funded under this Agreement for the transportation purposes as authorized by this Agreement or applicable law throughout its respective useful life, Recipient Entity shall refund to the Commissions, with interest at the rate earned by NVTC, the amount of the value of each of the Project Assets, whether any such Project Asset may have depreciated or appreciated throughout its respective useful life, proportionate to the amount of the cost of the Project Asset funded by the Commissions under this Agreement. If

Recipient Entity refuses or fails to refund said monies, the Commissions may recover the proportionate value from Recipient Entity by pursuit of any remedies available to the Commissions, including but not limited to the Commissions withholding of commensurate amounts from future distributions of ATI funds to Recipient Entity. In no event shall the Recipient Entity be obligated to refund the aforesaid value to both the Commissions and the Commonwealth.

F. Appropriations Requirements

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

G. Notices

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

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

2) to: _____,
to the attention of _____

_____ (address)

H. Assignment

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

I. Modification or Amendment

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

J. No Personal Liability or Creation of Third Party Rights

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

K. No Agency

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

L. Sovereign Immunity

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

M. Incorporation of Recitals

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

N. Mutual Preparation and Fair Meaning

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

O. Governing Law

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

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

Northern Virginia Transportation Commission and
Potomac and Rappahannock Transportation Commission

By: _____
Katherine A. Mattice
NVTC Executive Director

Date: _____

Fairfax County

By: _____
_____ (Print Name)
_____ (Title)

Date: _____

Appendix A –Project Description and Performance Measures

Project Number: 059-32-24

Project Title: Richmond Highway Bus Rapid Transit Implementation: Fort Belvoir to Huntington Station

Recipient Entity: Fairfax County

Annual Transit Investment Funds: \$10,000,000 (awarded to date)

Project Description

Commuter Choice funding will help fund the construction of a seven-mile, nine-station bus rapid transit line operating in new median lanes along U.S. Route 1. The line will connect dense residential and commercial development between Fort Belvoir and Huntington Station with quick and reliable service thanks to dedicated median lanes and limited stops at new rail-like stations. The bus rapid transit line is one of several such lines planned for busy travel corridors in northern Virginia.

Project opening year inbound AM peak period increase in person throughput that was the basis for project evaluation: 2,041 persons.

Expected project completion date: November 2031

Performance Measures and Reporting

Performance Measures

Report daily ridership on the new bus rapid transit service for weekdays, Saturdays and Sundays, as well as weekday morning peak-period inbound ridership.

Collection Period

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

Provide baseline ridership on routes replaced by the bus rapid transit line for a comparable period before the new line opens for service.

Annual performance data shall be collected up to five years following the opening of the bus rapid transit line.

Reporting

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

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

Reports are due each July 1st to commuterchoice@novatransit.org or as otherwise identified by NVTC.

APPENDIX B - PROJECT BUDGET & CASH FLOW

Project Title:	Richmond Highway Bus Rapid Transit Implementation:	Project Number:	059-32-24
Recipient Entity:	Fort Belvoir to Huntington Station	Revision Number:	
Recipient Contact:	Fairfax County	Revision Date:	
Name:	Malcolm Watson		
Email:	malcolm.watson@fairfaxcounty.gov		
Phone:	571-633-5361		

TABLE B-1 PROJECT BUDGET

Project Type	Total Project Budget	Funding Sources		Source of Other Funds
		Approved ATI Funds	Other Funds (if applicable)	
Study				
Preliminary Engineering (PE)				
Right-of-Way (ROW)	\$ 176,059,000	\$ 10,000,000	\$ 166,059,000	NVTA, RSTP, CMAQ, FTA New Starts, I-395/95 Commuter Choice FY 2026-2027 Program of Projects (\$10,000,000)
Construction (CN)	\$ 760,988,000		\$ 760,988,000	NVTA, RSTP, CMAQ, FTA New Starts
Capital Asset Acquisition				
Transit Operating Costs				
Other Operating Costs				
Other-Marketing				
Total	\$ 937,047,000	\$ 10,000,000	\$ 927,047,000	

TABLE B-2 ATI FUNDS PROGRAMMED

Project Type	FY2024	FY2026 *
Study	\$ -	\$ -
Preliminary Engineering (PE)	-	-
Right-of-Way (ROW)	10,000,000	-
Construction (CN)	-	-
Capital Asset Acquisition	-	-
Transit Operating Costs	-	-
Other Operating Costs	-	-
Other-Marketing	-	-
Total	\$ 10,000,000	\$ -

* The remaining funding identified in Table B-1 will be included in the FY 2026-2027 Program of Projects brought forth for adoption and approval, contingent upon the availability of funding to complete the award and the project remaining active. Upon formal approval of that funding, it will be reflected as such in the tables in this Appendix.

TABLE B-3 QUARTERLY PROJECT CASH FLOW FOR ATI FUNDS ONLY

Quarter	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
1st, September 30th	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -
2nd, December 31st	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000	\$ -	\$ -
3rd, March 31st	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4th, June 30th	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -	\$ -

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

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

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. *Filsan Duale v. Colonel Edwin C. Roessler Jr., Fairfax County Police Department, et al.*, Case No. CL-2019-0017251 (Fx. Co. Cir. Ct.); *Yasmine Djama, by next friend Moustapha Djama v. Fx. Co. BOS, et al.*, Case No. CL-2023-0007942 (Fx. Co. Cir. Ct.); *Amran Djama, by next friend Moustapha Djama v. Fx. Co. BOS, et al.*, Case No. CL-2023-0007941 (Fx. Co. Cir. Ct.); *Ibrahim Djama by next friend Moustapha Djama v. Fx. Co. BOS, et al.*, Case No. CL-2023-0007925 (Fx. Co. Cir. Ct.); *Samira Djama by next friend Moustapha Djama v. Fx. Co. BOS, et al.*, Case No. CL-2023-0007940 (Fx. Co. Cir. Ct.); *Kareem Bashir v. Colonel Edwin C. Roessler Jr., et al.*, Case No. CL-2022-0012442 (Fx. Co. Cir. Ct.)
2. *Curtiss Davis v. Edwin C. Roessler Jr. et al.*, Case No. 23-316 (United States Supreme Court)
3. *Amazon Data Services, Inc. v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2022-0017489 (Fx. Co. Cir. Ct.)
4. *Edward M. Williams v. Fairfax County and Fairfax County Department of Family Services*, Case No. 23-cv-1004 (E.D.Va.)
5. *Kenneth Hartwell v. Fairfax County Board of Supervisors, et al.*, Case No. CL-2023-0012608 (Fx. Co. Cir. Ct.)
6. *Ramon Estrada v. Fairfax County Government*, JCN VA0000873565 (VWCC)

Board Agenda Item
January 23, 2024

7. *State Farm Mutual Automobile Insurance Company as Subrogee of Joyce Frank v. Paul Schafer*; Case No. GV22-020163 (Fx. Co. Gen. Dist. Ct.)
8. *Alma Catin v. Jason Abitz and Fairfax County*, Case No. GV23-005800 (Fx. Co. Gen. Dist. Ct.)
9. *State Farm Fire and Casualty Company as Subrogee of Rosa Castro v. Jasper Cooper*, Case No. GV23-022829 (Fx. Co. Gen. Dist. Ct.)
10. *Omnia Benkilani v. Michael Burgoyne, Jr.*, Case No. GV23-022431 (Fx. Co. Gen. Dist. Ct.)
11. *In re February 2, 2022, Decision of the Board of Zoning Appeals of Fairfax County, Virginia: Washington Gas Light Company v. Christine Chen Zinner, Kurt Iselt, Sarah Ellis, Lillian Whitesell, and Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2022-0002942 (Fx. Co. Cir. Ct.); and *Washington Gas Light Company v. Christine Chen Zinner; Kurt Iselt; Sarah Ellis; Lillian Whitesell; Board of Supervisors of Fairfax County Virginia; Board of Zoning Appeals of Fairfax County Virginia; Virginia Department of Transportation*, Case No. CL-2022-0003061 (Fx. Co. Cir. Ct.)
12. *Board of Supervisors of Fairfax County, Virginia and William Hicks, Director Fairfax County Land Development Services v. George Gonchar*; CL-2023-0016411 (Fx. Co. Cir. Ct.) (Mason District)
13. *Justin Sand and Liviya Piccione-Sand v. Fairfax County Wetlands Board, Fairfax County Department of Planning and Development, and Board of Supervisors of Fairfax County*, Case No. CL-2023-0018018 (Fx. Co. Cir. Ct.) (Mount Vernon District)
14. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Mark Steven Moratzka and Pamela J. Moratzka*, Case No. CL-2023-0015528 (Fx. Co. Cir. Ct.) (Braddock District)
15. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Gregory S. Souders*, Case No. GV22-014558 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Truc N. Mai and Vinh Quang Tran*, Case No. GV23-022418 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

Board Agenda Item
January 23, 2024

17. *Jay Riat, Building Official for Fairfax County, Virginia v. Stephen John Spiegelhalter, et al.*, Case No. GV23-016468 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
18. *Jay Riat, Building Official for Fairfax County, Virginia v. Azmat Kham*, Case No. CL-2022-0008979 (Fx. Co. Cir. Ct.) (Franconia District)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Sysmall I. Warfield*, Case No. CL-2021-0011520 (Fx. Co. Cir. Ct.) (Franconia District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Phillip W. Trott and Sandra Montiel*, Case No. CL-2022-0008979 (Fx. Co. Cir. Ct.) (Franconia District)
21. *Jay Riat, Building Official for Fairfax County, Virginia v. Tsigie Kumssa*, Case No. GV23-020184 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
22. *Jay Riat, Building Official for Fairfax County, Virginia v. William Hawkins*, Case No. GV23-022040 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
23. *Jay Riat, Building Official for Fairfax County, Virginia v. Ioannis K. Kozakos*, Case No. GV23-022042 (Fx. Co. Gen. Dist. Ct.) (Franconia District)
24. *Jay Riat, Building Official for Fairfax County, Virginia v. Richard E. Coppola*, Case No. GV23-007458 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
25. *Jay Riat, Building Official for Fairfax County, Virginia v. Ali Hassani*, Case No. GV23-019349 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
26. *Leslie B. Johnson, Fairfax County Zoning Administrator and Jay Riat, Building Official for Fairfax County, Virginia v. Akhtar Baig*, Case No. CL-2023-0015920 (Fx. Co. Cir. Ct.) (Mason District)
27. *Jay Riat, Building Official for Fairfax County, Virginia v. Milton J. Aguilar Serrano and Lily M. Carrasco de Aguilar*, Case No. CL-2023-0012075 (Fx. Co. Cir. Ct.) (Mason District)
28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Yingxue Chen*, Case No. CL-2023-0014421 (Fx. Co. Cir. Ct.) (Mason District)
29. *Jay Riat, Building Official for Fairfax County, Virginia v. Rafik Abdullahi and Semira Abdulkadir*, Case No. CL-2023-0017937 (Fx. Co. Cir. Ct.) (Mason District)

Board Agenda Item
January 23, 2024

30. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Bao Thien Nguyen and Ninh Tran Nguyen, Case No. GV23-018670 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Lishan Kassa, Case No. GV23-022711 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
32. *Jay Riat, Building Official for Fairfax County, Virginia v. Alexis Victoria Capestany, James Joseph Capestany and Laura M. Antuna, Case No. GV22-016906 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)*
33. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Vicki M. Cocuzzi, Case No. GV23-009209 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)*
34. *Jay Riat, Building Official for Fairfax County, Virginia v. Elena Morales, Case No. GV23-022407 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)*
35. *Jay Riat, Building Official for Fairfax County, Virginia v. Hector Martinez Ibarra, Maria Del Transito Villanueva Gaitan, and Jose Villanueva Gaitan, Case No. GV23-023222 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)*
36. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Duane S. Whitney, et al., Case No. CL-2007-0056440 (Fx. Co. Cir. Ct.) (Providence District)*
37. *Jay Riat, Building Official for Fairfax County, Virginia v. Buddy Carl Stolze, Trustee of the Stolze Family Trust and Cathy Sue Stolze, Trustee of the Stolze Family Trust, Case No. GV23-012301 (Fx. Co. Gen. Dist. Ct.) (Providence District)*
38. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Elaine N. Oliver, Trustee under the Elaine N. Oliver Trust, Case No. GV23-018671 (Fx. Co. Gen. Dist. Ct.) (Providence District)*
39. *Gabriel M. Zakkak, Property Maintenance Code Official for Fairfax County, Virginia v. Michael G. Hicken and Donna Sperry Hicken, Case No. CL-2022-0012153 (Fx. Co. Cir. Ct.) (Sully District)*
40. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Brian E. Swersky, Case No. CL-2023-0017938 (Fx. Co. Cir. Ct.) (Sully District)*

Board Agenda Item
January 23, 2024

3:30 p.m.

Annual Meeting of the Fairfax County Solid Waste Authority

ISSUE:

Fairfax County Solid Waste Authority annual meeting.

RECOMMENDATION:

The County Executive recommends that the Fairfax County Solid Waste Authority hold its annual meeting in accordance with the Bylaws for the Authority; appoint officers; approve the minutes of the last annual meeting on January 24, 2023; and review the financial statements.

TIMING:

Immediate. The Bylaws of the Fairfax County Solid Waste Authority require the annual meeting to coincide with the time for the first regular meeting of the Board of Supervisors set in January.

BACKGROUND:

According to the Bylaws of the Fairfax County Solid Waste Authority, the regular annual meeting of the Authority shall coincide with the time for the first regular meeting of the Board of Supervisors set in January. The proposed agenda of the Authority meeting is included as Attachment 1. The Bylaws further require a review and approval of the minutes of the previous year's meetings (Attachment 2) and that officers of the authority be appointed to serve for a one-year term.

Fairfax County residents provide an annual waste amount up to 682,500 tons and the remaining waste processed at the Covanta Fairfax plant is merchant waste. Fairfax waste includes some waste from Prince William County, Ft. Belvoir and other entities outside Fairfax County.

In FY 2023, Fairfax County met all of its contractual obligations.

Additional financial information is contained in the Financial Statements (Attachment 3).

EQUITY IMPACT:

None.

Board Agenda Item
January 23, 2024

FISCAL IMPACT:

Minimal.

ENCLOSED DOCUMENTS:

Attachment 1 – Fairfax County Solid Waste Authority Meeting Agenda, January 23, 2024

Attachment 2 – Minutes of the January 24, 2023, Solid Waste Authority Annual Meeting

Attachment 3 – Financial Statements

STAFF:

Bryan J. Hill, County Executive

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

Eric Forbes, Deputy Director, Solid Waste Management Program, DPWES

ASSIGNED COUNSEL:

Joanna Faust, Assistant County Attorney

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Annual Meeting Agenda

January 23, 2024

1. Call-to-Order

2. Appointment of Officers

- Chairman - Jeffrey C. McKay, Chairman,
Fairfax County Board of Supervisors
- Vice-Chairman - Kathy L. Smith, Vice-Chairman,
Fairfax County Board of Supervisors
- Secretary - Jill Cooper, Clerk to the
Fairfax County Board of Supervisors
- Treasurer - Christopher Pietsch, Director,
Department of Finance
- Attorney - Elizabeth Teare, County Attorney
- Executive Director - Bryan Hill, County Executive
- Authority Representative - Eric Forbes, Deputy Director,
Department of Public Works and Environmental
Services, Solid Waste Management Program

3. Approval of the minutes from the January 24, 2023, meeting.

4. Approval of the financial statement for the Authority.

MINUTES OF THE ANNUAL MEETING OF THE SOLID WASTE AUTHORITY

January 24, 2023

At the Annual Meeting of the Fairfax County Solid Waste Authority held in accordance with Article III, Section I of the bylaws, in the Board Auditorium of the Government Center in Fairfax, Virginia, on Tuesday, January 24, 2023, at 3:41 p.m., there were present:

MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS:

Chairman Jeffrey C. McKay, presiding

Supervisor James R. Walkinshaw, Braddock District

Supervisor John W. Foust, Dranesville District

Supervisor Walter L. Alcorn, Hunter Mill District

Supervisor Rodney L. Lusk, Lee District

Supervisor Penelope A. Gross, Mason District

Supervisor Daniel G. Storck, Mount Vernon District

Supervisor Patrick S. Herrity, Springfield District

Supervisor Kathy L. Smith, Sully District

Bryan Hill, County Executive; Authority Executive Director

Jill G. Cooper, Clerk for the Board of Supervisors; Authority Secretary

Christopher Pietsch, Director, Department of Finance; Treasurer

Elizabeth Teare, County Attorney; Authority Attorney

Eric Forbes, Deputy Director, Solid Waste Management Program, Department of Public Works and Environmental Services; Authority Representative

Supervisor Dalia A. Palchik, Providence District, was absent from the meeting.

Meeting Minutes
The Fairfax County Solid Waste Authority
January 24, 2023

Supervisor Gross moved that the Board appoint the following officers and officials to the Fairfax County Solid Waste Authority:

OFFICERS

Jeffrey C. McKay Chairman, Fairfax County Board of Supervisors	Chairman
Penelope A. Gross Vice Chairman, Fairfax County Board of Supervisors	Vice-Chairman
Jill G. Cooper Clerk to the Fairfax County Board of Supervisors	Secretary
Christopher Pietsch Director, Department of Finance	Treasurer
Elizabeth Teare County Attorney	Attorney
Bryan Hill County Executive	Executive Director
Eric Forbes Deputy Director, Solid Waste Management, Program Operations Division, DPWES	Authority Representative

Supervisor Lusk seconded the motion and it carried by a vote of nine, Supervisor Palchik being absent.

Supervisor Gross moved approval of the minutes from the January 25, 2022, meeting of the Fairfax County Solid Waste Authority. Supervisor Lusk seconded the motion and it carried by a vote of nine, Supervisor Palchik being absent.

Supervisor Gross moved approval of the financial statements for the Authority. Supervisor Lusk seconded the motion and it carried by a vote of nine, Supervisor Palchik being absent.

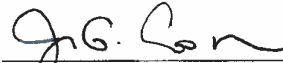
Supervisor Gross moved to adjourn the annual meeting of the Fairfax County Solid Waste Authority. Supervisor Lusk seconded the motion and it carried by a vote of nine, Supervisor Palchik being absent.

At 3:43 p.m., the annual meeting of the Fairfax County Solid Waste Authority was adjourned.

Meeting Minutes
The Fairfax County Solid Waste Authority
January 24, 2023

The foregoing minutes record the actions taken by the Fairfax County Solid Waste Authority at its meeting held on Tuesday, January 24, 2023, and reflects matters discussed by the Authority. Audio or video recordings of all proceedings are available in the Office of the Clerk for the Board of Supervisors of Fairfax County, Virginia.

Respectfully submitted,



Jill G. Cooper, Secretary
Solid Waste Authority

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Fiduciary Report

June 30, 2023 and 2022

FAIRFAX COUNTY SOLID WASTE AUTHORITY

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Notes to Fiduciary Report	2

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2023 and 2022

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Statements of Fiduciary Assets and Liabilities

June 30, 2023 and 2022

	<u>2023</u>	<u>2022</u>
Assets:		
Investments	\$ -	\$ -
	<u> </u>	<u> </u>
Liabilities:		
Liability under reimbursement agreement	\$ -	\$ -
	<u> </u>	<u> </u>

See accompanying notes to fiduciary report

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2023 and 2022

1. Organization

The Fairfax County Solid Waste Authority (the Authority) was formed by resolution of the Board of Supervisors of the County of Fairfax, Virginia (the County), on July 27, 1987. The Authority's board consists of the County's Board of Supervisors.

The Authority was formed for the purpose of constructing and overseeing the operations of a resource recovery facility (the Facility) in Lorton, Virginia, on a site that was purchased in July 2002 by the County from the United States. Prior thereto, legal title to the site was vested in the United States to the benefit of the District of Columbia; the site was leased by the District to the County, and the County assigned the leased site to the Authority. The Assignment of Site Lease to the Authority, dated as of February 1, 1988, has not been amended, terminated, rescinded, or revoked, and remains in full force and effect in accordance with its terms.

The construction of the Facility was partially financed by \$237,180,000 and \$14,900,000 of Series 1988A tax-exempt and Series 1988B taxable industrial revenue bonds, respectively, issued by the Fairfax County Economic Development Authority (EDA) during 1988. The Series 1988B Bonds were retired in February 1996. The Authority invested all bond proceeds through a trust account with a major bank. The Authority was responsible for making all investment decisions and authorizing all disbursements from the trust.

On February 1, 1988, an Installment Sales Agreement between the EDA and the Authority was executed whereby the Facility and the bond proceeds were sold to the Authority. Concurrent with this Installment Sales Agreement, the Authority entered into a Conditional Sale Agreement whereby the Facility, the bond proceeds and the Authority's leasehold interest in the site were sold to Covanta Fairfax, Inc. Under a related service agreement, between the Authority, Fairfax County and Covanta, Covanta designed, constructed, and operated the Facility. The Facility was completed and began commercial operations in June 1990. The County and the Authority had agreed to provide guaranteed minimum annual amounts of waste and annual tipping fees to the Facility. Under the terms of the Conditional Sale Agreement, debt service on the bonds was paid by Covanta through the Authority solely from solid waste system revenues generated by the Facility. The bonds were not general obligations of the Authority, the County, or the EDA.

During the fiscal year ended June 30, 1995, the EDA sold, at the request of the Authority for the benefit of the Facility, a call option on the Series 1988A Bonds to a financial institution for \$10,250,000. The option, which was exercised in November 1998, required the EDA to issue new bonds to the institution at certain agreed-upon interest rates. The proceeds of the new Series 1998A Resource Recovery Revenue Refunding Bonds together with certain proceeds remaining from the Series 1988A Bonds and certain other available funds were used to refund the remaining outstanding Series 1988A Bonds in February 1999. The final principal and interest payments on the Series 1998A Resource Recovery Revenue Refunding Bonds were made on February 1, 2011 and the full ownership of the facility reverted to Covanta Fairfax. The bank accounts held with the fiscal agent,

FAIRFAX COUNTY SOLID WASTE AUTHORITY

Notes to Fiduciary Report

June 30, 2023 and 2022

| US Bank, to service the debt payments and invest the debt service reserve were closed in FY2011. As a result, there were no fiduciary assets, obligations, or transactions to record or report in FY2023+.

| -

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing to Validate and Convey Property at the Fairfax County Government Center to the Fairfax County Redevelopment and Housing Authority (Braddock District)

ISSUE:

Validation and Public Hearing regarding the conveyance of property located at the Fairfax County Government Center to the Fairfax County Redevelopment and Housing Authority (FCRHA).

RECOMMENDATION:

The County Executive recommends that the Board validate and convey certain property at the Fairfax County Government Center to the FCRHA.

TIMING:

On November 21, 2023, the Board authorized the advertisement of a public hearing for this matter. Board action is requested on January 23, 2024.

BACKGROUND:

On January 26, 2021, the Board of Supervisors (Board) conveyed Parking Lots G and H in front the Fairfax County Government Center (Property) to the Fairfax County Redevelopment and Housing Authority (FCRHA). The Property is identified on Tax Map No. 56-1 ((15)), parcel 14B. The Property comprises about four and a half acres.

The FCRHA is currently negotiating with a developer to expand the County's affordable housing portfolio by constructing a multifamily affordable development on the Property.

During this process, concerns have been raised regarding the validity of the January 26, 2021, public hearing that effectuated the conveyance. Although staff does not share these concerns, this item is intended to fully address this issue by both validating the original conveyance, and in an abundance of caution, repeating the public hearing as required by Virginia Code § 15.2-1800 to convey the Property to the FCRHA.

FISCAL IMPACT:

None.

Board Agenda Item
January 23, 2024

ENCLOSED DOCUMENTS:

Attachment 1 – Parking Lot Map
Attachment 2 – Resolution
Attachment 3 – Milestone Actions

STAFF:

Christopher Leonard, Deputy County Executive
Thomas E. Fleetwood, Director, Department of Housing and Community Development

ASSIGNED COUNSEL:

Ryan A. Wolf, Senior Assistant County Attorney



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on Tuesday, January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, on January 26, 2021, the Board of Supervisors authorized the conveyance of land known as Parking Lots G and H at Fairfax County Government Center and currently identified as Tax Map No. 56-1 ((15)), parcel 14B (Property) to the Fairfax County Redevelopment and Housing Authority (FCRHA); and

WHEREAS, the FCRHA is currently negotiating with a developer to expand affordable housing in Fairfax County by using the Property for multifamily affordable housing; and

WHEREAS, the Board finds that its conveyance of the Property to the FCRHA pursuant to the January 26, 2021, public hearing was in the best interest of the residents of Fairfax County and would help sustain the County's economy by generating affordable housing and that the January 26, 2021, public hearing and subsequent conveyance of the Property to the FCRHA were valid, and

WHEREAS, out of an abundance of caution, the Board held another public hearing on the conveyance of the Property to the FCRHA on January 23, 2024, to resolve any concerns about the validity of the January 26, 2021, public hearing;

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the Board of Supervisors finds that the January 26, 2021, conveyance was necessary to assure the continuation of the County's essential functions, services, and operations, and that, to the extent necessary, the County reauthorizes the conveyance of the Property to the FCRHA and authorizes the County Executive to execute all necessary documents to convey the Property to the FCRHA.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**Milestone Actions of Residences at Government Center II Property Conveyance
to the
Fairfax County Redevelopment and Housing Authority**

Residences at the Government Center II

Land Transfer to FCRHA

- Public Hearing Advertisement: January 8 & 15, 2021
- Board Public Hearing: January 26, 2021

Request for Proposals

- RFP Advertisement: August 25, 2021
- Developer Selection: January 15, 2022

Interim Agreement

- FCRHA Public Hearing Ad: March 16, 2022
- FCRHA Public Hearing: March 31, 2022
- IA Executed: June 7, 2022

Comprehensive Plan Amendment

- Board PA Authorization: April 12, 2022
- PCA/PA BLUE Presentation: September 20, 2022
- PA Public Outreach Meeting: November 4, 2022
- PA Staff Report: November 9, 2022
- Planning Commission Hearing: November 9, 2022
- PA BLUE Discussion: December 20, 2022
- PA BLUE Vote: January 17, 2023

Rezoning

- Application: July 8, 2022
- Application acceptance: August 10, 2022
- DPD Pre-staffing Meeting: September 12, 2022
- PCA Community meeting: September 28, 2022
- 2nd application: October 14, 2022
- DPD Staffing Meeting: November 3, 2022

- PCA Staff Report: January 17, 2023
- Planning Commission Hearing: February 1, 2023
- Board Hearing, Rezoning Approval: February 21, 2023

Comprehensive Agreement

- FCRHA Committee meeting: December 1, 2022
- FCRHA Public Hearing: December 15, 2022
- CA Executed: March 10, 2023

Commercial Revitalization Designation

- Board Action: January 24, 2023

Abbreviations and Acronyms:

BLUE:	Braddock District Land Use and Environmental Committee
CA:	Comprehensive Agreement
DPD:	Department of Planning and Development
FCRHA:	Fairfax County Redevelopment and Housing Authority
IA:	Interim Agreement
PA:	Plan Amendment
PCA:	Proffer Condition Amendment
RFP:	Request for Proposals

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing on a Proposed Amendment to Chapter 122 (Tree Conservation Ordinance) of The Code of the County of Fairfax, Virginia (County Code) Re: Tree Commission Charter

ISSUE:

Board of Supervisors (Board) approval of a proposed amendment to Chapter 122 (Tree Conservation Ordinance) of the County Code that updates the Tree Commission charter.

PLANNING COMMISSION RECOMMENDATION:

On October 25, 2023, the Planning Commission voted 11-0 to recommend to the Board of Supervisors the adoption of the proposed amendment to Chapter 122 (Tree Conservation Ordinance) of the County Code, as set forth in the Staff Report dated September 26, 2023 (Attachment 1).

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed amendment as set forth in the Staff Report dated September 26, 2023, and recommended by the Planning Commission.

The proposed amendment has been prepared by the Department of Land Development Services (LDS) in coordination with the Department of Public Works and Environmental Services (DPWES) and the Office of the County Attorney with input from the Tree Commission.

TIMING:

On September 26, 2023, the Board authorized the advertisement of a public hearing for this matter. The Planning Commission held a public hearing on October 25, 2023. Board action is requested on January 23, 2024.

BACKGROUND:

The Tree Commission was created by action of the Board on June 18, 1973. The charter was last updated on March 23, 2021, when it was relocated from the Zoning Ordinance to the Tree Conservation Ordinance. The only significant change made with

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that update was to include the Tree Commission's activities related to the Tree Conservation Ordinance. The Tree Commission wishes to expand their charter to include additional activities in furtherance of their basic mission to monitor and advise the Board on ongoing tree conservation activities, promote tree conservation, and assist staff in the development of county requirements for tree preservation and planting. The proposed changes to the charter formalize the Tree Commission's participation in activities related to the Board's Natural Landscaping Policy, the Fairfax County Tree Action Plan, and the Community of Practice, as identified in the Tree Action Plan, that maintains and manages the urban forest. These changes to the charter reflect a continuation of the Tree Commission's involvement in these areas. The Tree Commission played a central role in the development of the original Tree Action Plan in 2006. Tree Commission members also participated in the Interagency Natural Landscaping Committee and the development of the Natural Landscaping element of the Policy Plan volume of the Comprehensive Plan. The proposed changes to the charter would also allow the Tree Commission to review and comment, at its discretion, on select actions being considered by the Planning Commission and other public bodies and agencies that may impact the urban forest. The Tree Commission has done this in the past, on request, and it is not anticipated that this would be a regular occurrence.

On March 21, 2023, the Board directed staff to prepare an amendment to the Tree Conservation Ordinance to revise the Tree Commission charter consistent with a proposal by the Tree Commission. The proposal was supported by the Chair of the Environmental Quality Advisory Council. As directed by the Board, the proposed amendment to the Tree Commission charter includes all the additional elements requested by the Tree Commission and some editorial changes.

PROPOSED AMENDMENT:

The proposed amendment to the Tree Commission charter includes the following new elements:

- Advise the Board on actions it might take to protect, improve, and expand the urban forest across Fairfax County.
- Review and comment, at its discretion, on selected actions being considered by the Planning Commission, the Board of Zoning Appeals, the Fairfax County Schools and School Board, the Fairfax County Park Authority and Park Authority Board, and any other County or County-related agencies that may impact the urban forest.
- Report annually to the Board on implementation of the County's Natural Landscaping Policy by county agencies.
- Report annually to the Board on activities of public and private entities to promote tree planting and care on private property.

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- Report annually on the results of the Community of Practice as identified in the Fairfax County Tree Action Plan.
- Recommend to the Board improvements to the Fairfax County Tree Action Plan.
- Represent the Board in the Community of Practice established in accordance with the Fairfax County Tree Action Plan.
- Provide outreach on behalf of the Board to private organizations and county citizens regarding the benefits of protecting, improving, and expanding Fairfax County's urban forest.

The proposed amendment also:

- Adds Secretary to the list of officers.
- Codifies the current practice of appointing one member from each magisterial district.
- Eliminates the requirement for citizen members to have some knowledge and experience in the field of arboriculture or related fields. This removes a barrier to broader citizen participation on the commission. There is sufficient technical expertise among the other members of the commission who represent various organizations and agencies (e.g., Virginia Department of Forestry) and staff to assure that recommendations by the commission are representative of best practices.

The proposed amendment is attached to the Staff Report.

EQUITY IMPACT:

The proposed amendment to the Tree Commission Charter positively impacts equity as follows:

- Expanding the Tree Commission's involvement in the review of county policies and programs related to tree preservation and the urban forest promotes improved environmental quality and quality of life in all our communities, particularly in areas where tree canopy is lacking.
- Eliminating the requirement for citizen members to have "knowledge and experience in the field of arboriculture or related fields" promotes a more inclusive community approach to the tree ordinances, policies, and programs in the County by allowing individuals who are interested in or passionate about trees and environmental quality, but who don't necessarily have the level of expertise previously required, to be members of the commission.
- Although it is not a change from current practice, it is noted that the codification of the requirement that each magisterial district be represented ensures that outreach, implementation, and activities occur in all areas and that areas of

Board Agenda Item
January 23, 2024

vulnerability, which experience higher levels of asthma and increased heat, can be improved through the ordinances, policies, and programs of the Tree Commission.

The proposed amendment addresses the following three One Fairfax Areas of Focus:

- #8. Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood.
- #11. A quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people.
- #12. A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.

REGULATORY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Land Development Services Staff Report dated September 26, 2023: Proposed Amendment to Chapter 122 (Tree Conservation Ordinance) of The Code of the County of Fairfax, Virginia (County Code) Re: Tree Commission Charter

STAFF:

Rachel Flynn, Deputy County Executive
William D. Hicks, P.E., Director, Land Development Services
Christopher Harrington, P.E., Director, Department of Public Works and Environmental Services

ASSIGNED COUNSEL:

Marc Gori, Assistant County Attorney

LAND DEVELOPMENT SERVICES
September 26, 2023

STAFF REPORT

- PROPOSED COUNTY CODE AMENDMENT
- PROPOSED PFM AMENDMENT
- PROPOSED ZONING ORDINANCE AMENDMENT
- APPEAL OF DECISION
- WAIVER REQUEST

Proposed Amendment to Chapter 122 (Tree Conservation Ordinance) of *The Code of the County of Fairfax, Virginia* (County Code) Re: Tree Commission Charter

PUBLIC HEARING DATES

Authorization to Advertise: September 26, 2023
Planning Commission Hearing: October 25, 2023 at 7:30 p.m.
Board of Supervisors' Hearing: December 5, 2023 at 3:30 p.m.

Prepared By: John Friedman
Site Code Research and Development Branch
Land Development Services
(703) 324-1773

STAFF REPORT

STAFF RECOMMENDATION

Staff recommends that the Board of Supervisors (Board) adopt the proposed amendment to Chapter 122 (Tree Conservation Ordinance) of the County Code as set forth in Attachment A.

DISCUSSION

The Tree Commission was created by action of the Board on June 18, 1973. The charter was last updated on March 23, 2021, when it was relocated from the Zoning Ordinance to the Tree Conservation Ordinance. The only significant change made with that update was to include the Tree Commission's activities related to the Tree Conservation Ordinance. The Tree Commission wishes to expand their charter to include additional activities in furtherance of their basic mission to monitor and advise the Board on ongoing tree conservation activities, promote tree conservation, and assist staff in the development of county requirements for tree preservation and planting. The proposed changes to the charter formalize the Tree Commission's participation in activities related to the Board's Natural Landscaping Policy, the Fairfax County Tree Action Plan, and the Community of Practice, as identified in the Tree Action Plan, that maintains and manages the urban forest. These changes to the charter reflect a continuation of the Tree Commission's involvement in these areas. The Tree Commission played a central role in the development of the original Tree Action Plan in 2006. Tree Commission members also participated in the Interagency Natural Landscaping Committee and the development of the Natural Landscaping element of the Policy Plan volume of the Comprehensive Plan. The proposed changes to the charter would also allow the Tree Commission to review and comment, at its discretion, on select actions being considered by the Planning Commission and other public bodies and agencies that may impact the urban forest. The Tree Commission has done this in the past, on request, and it is not anticipated that this would be a regular occurrence.

On March 21, 2023, the Board directed staff to prepare an amendment to the Tree Conservation Ordinance to revise the Tree Commission charter consistent with a proposal by the Tree Commission. The proposal was supported by the Chair of the Environmental Quality Advisory Council. As directed by the Board, the proposed amendment to the Tree Commission charter includes all the additional elements requested by the Tree Commission and some editorial changes.

PROPOSED AMENDMENT

The proposed amendment to the Tree Commission charter includes the following new elements:

- Advise the Board on actions it might take to protect, improve, and expand the urban forest across Fairfax County.

- Review and comment, at its discretion, on selected actions being considered by the Planning Commission, the Board of Zoning Appeals, the Fairfax County Schools and School Board, the Fairfax County Park Authority and Park Authority Board, and any other County or County-related agencies that may impact the urban forest.
- Report annually to the Board on implementation of the County's Natural Landscaping Policy by county agencies.
- Report annually to the Board on activities of public and private entities to promote tree planting and care on private property.
- Report annually on the results of the Community of Practice as identified in the Fairfax County Tree Action Plan.
- Recommend to the Board improvements to the Fairfax County Tree Action Plan.
- Represent the Board in the Community of Practice established in accordance with the Fairfax County Tree Action Plan.
- Provide outreach on behalf of the Board to private organizations and county citizens regarding the benefits of protecting, improving, and expanding Fairfax County's urban forest.

The proposed amendment also:

- Adds Secretary to the list of officers.
- Codifies the current practice of appointing one member from each magisterial district.
- Eliminates the requirement for citizen members to have some knowledge and experience in the field of arboriculture or related fields. This removes a barrier to broader citizen participation on the commission. There is sufficient technical expertise among the other members of the commission who represent various organizations and agencies (e.g., Virginia Department of Forestry) and staff to assure that recommendations by the commission are representative of best practices.

The proposed amendment is attached to this report.

EQUITY IMPACT

The proposed amendment to the Tree Commission Charter positively impacts equity as follows:

- Expanding the Tree Commission's involvement in the review of county policies and programs related to tree preservation and the urban forest promotes improved environmental quality and quality of life in all our communities, particularly in areas where tree canopy is lacking.
- Eliminating the requirement for citizen members to have "knowledge and experience in the field of arboriculture or related fields" promotes a more inclusive community approach to the tree ordinances, policies, and programs in the County by allowing individuals who are interested in or passionate about

trees and environmental quality, but who don't necessarily have the level of expertise previously required, to be members of the commission.

- Although it is not a change from current practice, it is noted that the codification of the requirement that each magisterial district be represented ensures that outreach, implementation, and activities occur in all areas and that areas of vulnerability, which experience higher levels of asthma and increased heat, can be improved through the ordinances, policies, and programs of the Tree Commission.

The proposed amendment addresses the following three One Fairfax Areas:

- #8. Neighborhoods that support all communities and individuals through strong social networks, trust among neighbors, and the ability to work together to achieve common goals that improve the quality of life for everyone in the neighborhood.
- #11. A quality built and natural environment that accommodates anticipated growth and change in an economically, socially, and environmentally sustainable and equitable manner that includes mixes of land use that protects existing stable neighborhoods and green spaces, supports sustainability, supports a high quality of life, and promotes employment opportunities, housing, amenities, and services for all people.
- #12. A healthy and quality environment to live and work in that acknowledges the need to breathe clean air, to drink clean water now and for future generations.

REGULATORY IMPACT

None

FISCAL IMPACT

None

ATTACHED DOCUMENTS

Attachment A – Amendment to Chapter 122 (Tree Conservation Ordinance)

**Proposed Amendment to
Chapter 122 (Tree Conservation Ordinance) of
The Code of the County of Fairfax, Virginia**

1 **Amend Chapter 122, by revising Article 9 (Tree Commission), to read as follows:**
2

3 **Article 9. Tree Commission.**
4

5 **(a) Purpose.**
6

7 The purpose of the Tree Commission is to: ~~provide advice to the Board of Supervisors,~~
8 ~~based on an annual reevaluation of the administration and implementation of the~~
9 ~~provisions set forth in this Ordinance and the landscaping and screening requirements~~
10 ~~contained in the Zoning Ordinance; to provide leadership in developing an understanding~~
11 ~~of the objectives and methods of tree conservation; and to assist the Urban Forest~~
12 ~~Management Division of the Department of Public Works and Environmental Services~~
13 ~~and Land Development Services in the development and maintenance of technical~~
14 ~~specifications and guidelines.~~
15

- 16 1. Advise the Board of Supervisors on actions it might take to protect, improve, and
17 expand the urban forest across Fairfax County.
18
- 19 2. Review and comment, at its discretion, on selected actions being considered by
20 the Planning Commission, the Board of Zoning Appeals, the Fairfax County
21 Schools and School Board, the Fairfax County Park Authority and Park Authority
22 Board, and any other County or County-related agencies that may impact the
23 urban forest.
24
- 25 3. Report annually to the Board of Supervisors on the administration and
26 implementation of ordinances, policies, and programs regarding:
27
 - 28 A. Tree preservation and planting requirements of the Fairfax County Code and
29 the Public Facilities Manual.
30
 - 31 B. County agencies' design, installation, and maintenance of natural landscapes
32 pursuant to the Board of Supervisors' Natural Landscaping Policy.
33
 - 34 C. Activities of public and private entities to promote tree planting and care on
35 private property.
36
 - 37 D. Results from the Community of Practice as identified in the Fairfax County
38 Tree Action Plan.
39
- 40 4. Recommend to the Board of Supervisors improvements to the Fairfax County
41 Tree Action Plan as appropriate.
42

- 1 5. Represent the Board of Supervisors in the Community of Practice established in
 2 accordance with the Fairfax County Tree Action Plan.
 3
- 4 6. Provide outreach on behalf of the Board of Supervisors to private organizations
 5 and county citizens regarding the benefits of protecting, improving, and
 6 expanding Fairfax County's urban forest.
 7

8 **(b) Authority and Establishment.**

- 9
- 10 1. The Tree Commission was established ~~in conformance with an action adopted by~~
 11 ~~the Board of Supervisors on June 18, 1973, and amended on July 30, 1973, which~~
 12 ~~action became~~ effective on August 1, 1973.
 13
- 14 2. The official title of this commission is the 'Fairfax County Tree Commission'.
 15

16 **(c) Membership.**

- 17
- 18 1. The Board of Supervisors appoints the Tree Commission members. The Tree
 19 Commission may have no more than fifteen (15) members of the following
 20 composition: ten (10) citizens of the County ~~chosen for their knowledge and~~
 21 ~~experience in the field of arboriculture or related fields~~ nominated to represent
 22 each magisterial district and one at-large seat; and one representative from each of
 23 the following: Fairfax County Environmental Quality Advisory Council, Northern
 24 Virginia Soil and Water Conservation District, Fairfax County Park Authority,
 25 Fairfax County Office of Virginia Cooperative Extension, and Virginia
 26 Department of Forestry. Magisterial district representatives will be nominated by
 27 their District Supervisor and must live in the district they represent. The at-large
 28 seat will be nominated by the Chair of the Board of Supervisors and must be a
 29 Fairfax County resident.
 30
- 31 2. Citizen members of the Commission are appointed to serve for a three (3) year
 32 term or until their successor has been appointed. An appointed successor to a
 33 vacancy serves only the unexpired portion of the term. Members may be
 34 reappointed to successive terms.
 35
- 36 3. If a member is absent for three (3) consecutive meetings without sufficient cause,
 37 a letter will be sent to the Chairman of the Board of Supervisors asking for
 38 replacement of that member.
 39
- 40 4. The removal or resignation or withdrawal of any or all members of the Tree
 41 Commission does not result in the dissolution of the Tree Commission.
 42

43 **(d) Officers.**

- 44
- 45 1. The Tree Commission must have a Chairperson, ~~and Vice-Chairperson,~~ Secretary,
 46 and such other officers that the Tree Commission elects from time to time.
 47

- 1 2. Officers of the Tree Commission are to be elected once each year or when an
2 officer withdraws from his post. An annual election meeting will be held as soon
3 as appropriate after regular annual appointments are made.
4
- 5 3. The duties of the officers will be in general those defined in Robert's Rules of
6 Order, modified as required to fit the purpose of the Tree Commission as
7 documented in its Bylaws.
8

9 **(e) Meetings.**

- 10
- 11 1. Meetings of the Tree Commission are scheduled by the Chairperson, as needed, or
12 upon the request of three (3) or more members. Meetings are held at a time and
13 place to be designated by the Chairperson.
14
- 15 2. Robert's Rules of Order govern proceedings of the Tree Commission modified as
16 required to fit the purpose of the Tree Commission as documented in its Bylaws.
17

18 **(f) Records.**

19

20 The Tree Commission must keep records of all its proceedings, and the records must be
21 made available for public inspection upon request.
22

23 **(g) Powers and Duties.**

- 24
- 25 1. The Tree Commission has the power to do any lawful acts or things reasonably
26 necessary to carry out its purposes.
27
- 28 2. The Tree Commission develops and disseminates ~~technical~~ information for
29 professional groups, developers, and citizens, and strives to inform the general
30 public of the provisions of ~~this Ordinance and the landscaping and screening~~
31 ~~requirements contained in the Zoning Ordinance~~ applicable ordinances, Board
32 policies, and chapters of the Public Facilities Manual.
33
- 34 3. The Tree Commission assists the ~~Urban Forest Management Division~~ appropriate
35 county agencies in the development and maintenance of ~~the landscaping and~~
36 ~~screening requirements contained in the Zoning Ordinance, and the policies,~~
37 ~~standards and guidelines in the Vegetation Preservation and Planting section of~~
38 ~~the Public Facilities Manual and other related documents, which will provide~~
39 ~~guidance for persons involved in planting, preserving, protecting or replacing~~
40 ~~trees~~ the ordinances, the policies listed in the purpose section of this Article, and
41 related documents which provide guidance for persons involved in planting,
42 preserving, protecting, or replacing trees and other components of healthy forests
43 and natural vegetation.
44
- 45 4. The Tree Commission presents an annual report to the County Executive and
46 Board of Supervisors that includes:
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- A. A description of activities conducted.
 - B. A report of ongoing and anticipated activities.
 - C. An evaluation of the experience of the administration and implementation of the provisions set forth in ~~this Ordinance and the landscaping and screening requirements contained in the Zoning Ordinance~~ applicable ordinances, Board policies, and chapters of the Public Facilities Manual including: an appraisal of the strength and comprehensiveness of the provisions; recommendations to improve implementation; and judgment as to how it is being interpreted by the public and by those affected by the requirements of these provisions.
- 5. The Tree Commission will be provided working facilities by the County Executive. Where required, the Tree Commission will be provided with assistance from other County agencies.
 - 6. The Tree Commission may divide itself into ad hoc committees as the Chairperson may direct or the Tree Commission may resolve, and those ad hoc committees may acquire additional assistance from any sources as required to perform assignments so long as they are consistent with ~~the provisions of this Ordinance and the landscaping and screening requirements contained in the Zoning Ordinance~~ applicable ordinances, Board policies, and chapters of the Public Facilities Manual.
 - 7. The Tree Commission may enact bylaws as may be required to aid in its efficient operation.

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing to Enter into an Agreement with Northern Virginia Soil and Water Conservation District for Fund Administration

ISSUE:

Public Hearing to enter into an agreement with the Northern Virginia Soil and Water Conservation District (NVSWCD) to issue the grants and provide technical guidance to private property owners and common interest communities (CICs) under Stormwater Management Fund (Fund), which was created by an amendment to Appendix O of the County Code on September 12, 2023.

RECOMMENDATION:

The County Executive recommends that the Board authorize the County Executive or his designee to enter into an agreement with NVSWCD to implement the grant programs associated with the Fund.

TIMING:

Board action is requested on January 23, 2024. The Board authorized advertisement of the public hearing on October 24, 2023.

BACKGROUND:

On September 12, 2023, the Board authorized an amendment to Appendix O of the County Code to create the Fund, which allows, in part, the County to grant funds to private property owners and common interest communities (CICs) to improve stormwater management facilities and implement flood mitigation measures. The Department of Public Works and Environmental Services (DPWES) has developed a grant program that will be implemented by NVSWCD to issue the grants and provide technical guidance to private property owners and CICs. The Board previously endorsed the establishment of a Private SWM Facility Assistance Program at an Environmental Committee meeting. Then, at the October 3, 2023, Environmental Committee meeting, the Board directed staff to move forward with a grant program for flood mitigation assistance. DPWES recommends entering into the agreement with NVSWCD so that it may administer the programs because it has experience successfully implementing the Virginia Conservation Assistance Program and the local Conservation Assistance Program.

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EQUITY IMPACT:

DPWES will incorporate equity in the development and implementation of each Private SWM Facility Assistance Program and Flood Mitigation Assistance Program. DPWES and NVSWCD will apply the County's Vulnerability Index in the program implementation phase and compare it against the applicant information. During the initial implementation phase, DPWES will seek to better understand where disparities may exist and adjust the program accordingly. If language is a barrier, staff will provide interpretation and translation services as needed. Training and technical resources will also be available in multiple languages.

FISCAL IMPACT:

DPWES will allocate \$250,000 for the Private SWM Facility Assistance Program and \$250,000 for the Flood Mitigation Assistance Program for a total of \$500,000 for the first year of these grant programs. Funds are available in Project 2G25-011-000, CAP/VCAP Grant Contribution to NVSWCD, Fund 40100, Stormwater Services. Allocation of funds in future years for this program will be identified as a separate line item in the Stormwater budget. Only projects in the County, Town of Herndon, Town of Vienna, and Town of Clifton will be eligible, because each is a contributor to the County's Stormwater Service District.

CREATION OF POSITIONS:

No positions will be created.

ENCLOSED DOCUMENTS:

Attachment 1 – Approved Amendment to Appendix O of the County Code Establishing the Stormwater Management Fund

Attachment 2 - Memorandum of Understanding between the Board and NVSWCD for the Local Stormwater Management Assistance Fund

STAFF:

Rachel Flynn, Deputy County Executive

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

Eleanor Ku Coddling, Deputy Director, DPWES, Stormwater and Wastewater Divisions

Chad Crawford, Director, DPWES, Maintenance and Stormwater Management Division

Joni Calmbacher, Director, DPWES, Stormwater Planning Division

Willie Woode, Executive Director, Northern Virginia Soil and Water Conservation District

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January 23, 2024

ASSIGNED COUNSEL:
Marc Gori, Assistant County Attorney

37-23-O

*ADOPTION OF AN AMENDMENT TO APPENDIX O
(FAIRFAX COUNTY STORMWATER SERVICE DISTRICT)
OF THE 1976 CODE OF THE COUNTY OF FAIRFAX, VIRGINIA*

At a regular meeting of the Board of Supervisors of Fairfax, County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia, on Tuesday, September 12, 2023, the Board after having first given notice of its intention so to do, in the manner prescribed by law, adopted an amendment regarding Appendix O (Fairfax County Stormwater Service District) of the 1976 Code of the County of Fairfax, Virginia, said amendment so adopted being in the words and figures following, to wit:

*BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA:*

That Appendix O (Fairfax County Stormwater Service District) is amended as follows:

Amend Appendix O by revising Section 3 (Stormwater Management Fund) to read as follows:

Section 3. - General provisions and powers.

The Board shall be the governing body of Stormwater Service District No. 1. The Board shall exercise any or all of those powers and duties with respect to service districts set forth in ~~Article 4~~ of Chapter 24 of Title 15.2 of the *Virginia Code*, ~~as amended.~~ (19-09-O.)

Amend Appendix O by adding new Section 7 (Stormwater Management Fund) to read as follows:

Section 7. Stormwater Management Fund.

A Stormwater Management Fund consisting of appropriated local moneys for Stormwater Service District No. 1 for the purpose of granting funds to an owner of private property or a common interest community for stormwater management and erosion prevention on previously developed lands is hereby established under the authority of § 15.2-2114.01 of the Code of Virginia. The fund will be administered by Stormwater Service District staff or as designated by the Board of Supervisors. Grants from such fund may be used only for (i) the construction, improvement, or repair of a stormwater management facility; (ii) erosion and sediment control; or (iii) flood mitigation and protection measures that are part of a comprehensive flood mitigation and protection plan adopted by the County. Grants made pursuant to clause (iii) must, where practicable, prioritize projects that include nature-based practices. Grants will be made in accordance with policies and procedures developed by the Stormwater Service District staff and approved by the Board of Supervisors.

This amendment will become effective on September 13, 2023, at 12:01 a.m.

GIVEN under my hand this 12th day of September, 2023.

Jill G. Cooper
Clerk for the Board of Supervisors

**MEMORANDUM OF UNDERSTANDING BETWEEN
FAIRFAX COUNTY BOARD OF SUPERVISORS AND
NORTHERN VIRGINIA SOIL AND WATER CONSERVATION DISTRICT
FOR THE LOCAL STORMWATER MANAGEMENT ASSISTANCE FUND**

This Memorandum of Understanding (“MOU”), entered into as of the date of last execution below, is between the Fairfax County Department of Public Works and Environmental Services (“DPWES”) and Northern Virginia Soil and Water Conservation District (“NVSWCD”) (together known as “the Parties”).

RECITALS

WHEREAS, The Fairfax County Board of Supervisors (“the Board”) has created a Local Stormwater Management Assistance Fund (“the Fund”) under Va. Code § 15.2-2114.01;

WHEREAS, moneys allocated to the Fund by DPWES, as approved by the Board, may be used for the construction, improvement, or repair of a stormwater management facility, erosion and sediment control, or flood mitigation and protection measures that are part of a comprehensive water quality or flood mitigation and protection plan adopted by Fairfax County; and

WHEREAS, NVSWCD is a political subdivision of the Commonwealth of Virginia which provides advisory, technical, and educational assistance to County residents, County agencies, and other partners, to promote interest in the general improvement of the environment in Fairfax County; and

WHEREAS, NVSWCD is an independent, separate, legal entity apart from the County; and

WHEREAS, the Board is authorized under Virginia Code §§15.2-940 and 15.2-953 to make contributions to organizations such as NVSWCD; and

WHEREAS, it is in the mutual interest of the County and NVSWCD to use the available legal authority, expertise, and resources to promote stormwater management, erosion and sediment control, and flood mitigation within the County;

AGREEMENT

NOW THEREFORE, in consideration of the above, both the County and NVSWCD agree as follows:

1. **Incorporation of Recitals.** The Recitals above are incorporated into and made a part of this MOU as if set forth in their entirety.
2. **The County’s Obligations.** The County will:

- a. Manage the Fund for stormwater management, erosion and sediment control, and flood mitigation in accordance with the policies for implementation of the Fund as approved by the Board of Supervisors pursuant to Appendix O of the Code of Fairfax County.
- b. Provide funding to NVSWCD sufficient to cover the grant awards under the Fund, and any reasonable costs incurred by NVSWCD related to the services it performs to implement the Fund.
- c. Maintain records for all grant awards under the Fund.

3. **NVSWCD's Obligations.** NVSWCD will:

- a. Administer the Funds for stormwater management, erosion and sediment control, and flood mitigation in accordance with the policies for implementation of the Fund as approved by the Board of Supervisors pursuant to Appendix O of the Code of Fairfax County.
- b. Collect all documentation necessary to award grants under the Fund.
- c. Act as the technical lead and project manager for any approved grants under the Fund.
- d. Issue grant awards to approved applicants and send notification to DPWES of those awards and upon disbursement of the funds; and
- e. Maintain standard accounting and recordkeeping sufficient to provide DPWES with an annual report that includes the number of grants awarded, the total grant funds disbursed, grant program costs, and remaining balance of any amount approved by the Board for the Fund.

4. **Contributions.** The County, from time to time and in its sole discretion, may make contributions to NVSWCD in furtherance of the purposes of this MOU. The obligation of the County to make any contribution to NVSWCD under this MOU or any other payment obligations is subject to appropriations by the Board during each fiscal year to satisfy payment of such obligations. The County will provide NVSWCD with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board. However, the County's failure to provide such notice will not cause this MOU to be extended into a fiscal year in which sufficient funds have not been appropriated.

5. **Notices.** Notices pursuant to this MOU must be given in writing as follows:

If to the County:

Director
Maintenance and Stormwater Management Division

Department of Public Works and Environmental Services
10635 West Drive
Fairfax, Virginia 22030

If to NVSWCD:

Chairman, Board of Directors
Northern Virginia Soil and Water Conservation District
12055 Government Center Parkway, Suite #905
Fairfax, Virginia 22035

Every such notice is deemed to have been given on the date on which it is received or refused by the Party to whom it is sent.

6. **Additional Provisions.**

- a. NVSWCD must abide by any conditions imposed by the Commonwealth of Virginia or the United States of America with respect to any contribution to NVSWCD.
- b. This MOU may not be changed or modified without the written consent of NVSWCD and the County.
- c. This MOU will remain in effect until either Party gives the other Party 90 days' notice seeking to terminate the MOU. Should any funding or permitting contemplated within this MOU terminate, the Parties shall review this MOU and make any necessary revisions to it or terminate it at their discretion. In any event, the County and NVSWCD shall review the MOU at least as often as every five years to determine whether any changes to it are desired.
- d. NVSWCD must make available all financial information or permit the review of such information upon reasonable request from the County or its auditors.
- e. Nothing in this MOU waives the sovereign immunity of the County of Fairfax.
- f. Nothing in this MOU creates any personal liability on behalf of any official, employee, agent, or representative of the County or member or employee of the NVSWCD.
- g. Nothing in this MOU creates in the public, or in any person or entity other than the Parties, any right as a third-party beneficiary hereunder, or authorizes any person or entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract pursuant to the terms of this MOU or otherwise.

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

FAIRFAX COUNTY DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES

By: _____
Bryan J. Hill,
County Executive

Date: _____

NORTHERN VIRGINIA SOIL AND WATER CONSERVATION DISTRICT

By: _____
Gerald O. Peters
Chairman, Board of Directors
Northern Virginia Soil and Water Conservation District

Date: _____

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing on SE 2022-HM-00035 (Carla S. Marty and Carla's Daycare LLC) to Permit a Home Day Care Facility, Located on Approximately 19,744 Square Feet of Land (Hunter Mill District)

This property is located at 1307 Deep Run Ln., Reston, 20190. Tax Map 12-3 ((4)) (6) 46.

PLANNING COMMISSION RECOMMENDATION:

On November 15, 2023, the Planning Commission voted 11-0 (Commissioner Bennett was absent from the meeting) to recommend to the Board of Supervisors approval of SE-2022-HM-00035, subject to the development conditions dated November 1, 2023.

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)

Karen Yee, Planner, DPD

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing on RZ 2023-PR-00009 (MAESBOY, LLC) to Rezone from C-6 to C-3 District to Permit a Veterinary Hospital, Office, Financial Institution, Hotel, or a College/University with a Maximum Floor Area Ratio of 0.70, Located on Approximately 2.64 Acres of Land (Providence District)

This property is located on the N. side of Arlington Blvd. and E. side of Executive Park Ave. Tax Map 49-3 ((1)) 102.

PLANNING COMMISSION RECOMMENDATION:

On December 14, 2023, the Planning Commission voted 10-0 (Commissioners Murphy and Shumate were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2023-PR-00009, subject to the execution of proffered conditions consistent with those dated December 13, 2023;
- Modification of the loading space requirement to permit two loading spaces with Scenario 2 and 3;
- Waiver of the Comprehensive Plan trail requirement for Scenario 1 to permit the existing sidewalk to remain; and
- Waiver of the 10-foot off-street parking setback to allow the existing off-street parking to remain with Scenario 1.

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)
Zach Fountain, Planner, DPD

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing on PCA/CDPA 2011-HM-032 (RZPA 2022-HM-00027) (JBG Tysons Hotel L.L.C.) to Amend RZ 2011-HM-032, Previously Approved for Mixed Use Development, to Permit Modifications to Proffers and Site Design at a 2.66 Floor Area Ratio Inclusive of Bonus Density, Located on Approximately 11.49 Acres of Land (Hunter Mill District)

This property is located in the N.W. quadrant of the intersection of Leesburg Pike and Westwood Center Dr. Tax Map 29-3 ((34)) 2, 3B, 4B, 5, 6 and B.

PLANNING COMMISSION RECOMMENDATION:

On December 14, 2023, the Planning Commission voted 10-0 (Commissioners Murphy and Shumate were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of PCA 2011-HM-032, subject to the execution of proffered conditions consistent with those dated December 14, 2023, with a modification to Proffer #59 prior to public hearing before the Board of Supervisors to include an escalation clause to serve the need for the parks contribution;
- Approval of CDPA 2011-HM-032;
- Modification of subsections 5108.5.A(1) and 5108.5.A(2) of the Zoning Ordinance on the interior parking lot landscape requirements for the existing above-grade parking structure and spaces on private streets based on subsection 5108.5.A(5)(b) of the Zoning Ordinance in favor of that shown on the CDPA;
- Modification of subsection 5108.5.B(1) and 5108.5.B(2) of the Zoning Ordinance on the peripheral landscape requirements for above-grade parking structure and parking on private streets based on subsection 5108.5.B(3) of the Zoning Ordinance in favor of that shown on the CDPA;
- Waiver of subsections 5108.6.B(1)(a) and 5108.6.C of the Zoning Ordinance for the transitional screening and barrier requirements along the northern lot line based on subsection 5108.7.J of the Zoning Ordinance;

Board Agenda Item
January 23, 2024

- Reaffirmation of the waiver to allow the use of underground stormwater management and best management practices in a residential development (6279-WSWD-001-1) subject to development conditions dated May 28, 2013, and contained in Attachment A to Appendix 10 of the staff report [RZ 2011-HM-032];
- Reaffirmation of the waiver of Section 2-505 of the Zoning Ordinance to permit structures and vegetation on a corner lot as shown on the CDP and FDP;
- Reaffirmation of the modification of the Zoning Ordinance to allow for a parapet wall, cornice or similar projection to exceed the height limit established by more than three (3) feet, as may be indicated on the FDP to screen mechanical equipment;
- Reaffirmation of the waiver of the maximum fence height from seven to fourteen feet around accessory uses/structures located within the rear yard for areas associated with sports courts and urban plazas as identified on the FDP;
- Reaffirmation of the modification to the requirement of a minimum distance of 40 feet for loading space in proximity to drive aisles, to that as demonstrated on a CDP or FDP;
- Reaffirmation of the waiver of Section 11-302 of the Zoning Ordinance to allow a private street to exceed 600 feet in length as shown on the CDP;
- Reaffirmation of the modification of Section 7-800 of the PFM to allow the use of tandem parking spaces and valet services to be counted as required parking (as permitted by the PTC District regulations);
- Reaffirmation of the modification of the Zoning Ordinance requirement for a final development plan as prerequisite to a site plan for public improvements plans associated with public roadway, infrastructure, or park spaces;
- Reaffirmation of the waiver of the Zoning Ordinance to provide any additional inter-parcel connections to adjacent parcels beyond that shown on the Plans and as proffered;
- Reaffirmation of the modification of all trails and bike trails in favor of the streetscape and on-road bike lane system shown on the plans;
- Reaffirmation of the waiver of the service drive along Leesburg Pike;

Board Agenda Item
January 23, 2024

- Reaffirmation of the waiver to allow establishment of parking control, signs, and parking meters along private streets within the development;
- Reaffirmation of the waiver of the Zoning Ordinance requirement for any further dedication and construction for widening of existing roads to address Comprehensive Plan requirements beyond that which is indicated in the Plans and proffers;
- Reaffirmation of the modification of the PFM minimum planter opening area for trees used to satisfy the tree cover requirement in favor of that shown on the plans;
- Reaffirmation of the modification to allow trees located above any proposed percolation trench or bioretention areas to count towards county tree cover requirements as depicted on the CDP and FDP;
- Reaffirmation of the modification of the 10-year tree canopy requirements in favor of that shown on the Plans and as proffered; and
- Reaffirmation of the modification of the Zoning Ordinance and PFM for required tree preservation target and ten percent canopy to be calculated as shown on the overall CDP area.

The Planning Commission also voted 9-0 (Commissioners Murphy and Shumate were absent from the meeting, Commissioner Bennett was not present for the vote) on a follow-on motion to recommend to the Board of Supervisors that it instruct the Department of Planning and Development to put together appropriate language addressing the escalation of contributions for parks, schools, and transportation in connection with this and future applications.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

Board Agenda Item
January 23, 2024

STAFF:

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

Board Agenda Item
January 23, 2024

3:30 p.m.

Public Hearing on RZ 2023-PR-00002 (Amir J. Filipour, Trustee And Sharon V. Filipour, Trustee) to Rezone from R-1 to R-2 to Permit 3 Single-Family Detached Dwellings with a Total Density of 1.31 Dwelling Units per Acre and a Waiver of the Side Yard Setback, Located on Approximately 2.29 Acres of Land (Providence District) (Concurrent with SE 2023-PR-00004)

and

Public Hearing on SE 2023-PR-00004 (Amir J. Filipour, Trustee And Sharon V. Filipour, Trustee) to Permit a Waiver of Minimum Lot Width Requirements and a Waiver of the Side Yard Setback, Located on Approximately 2.29 Acres of Land (Providence District) (Concurrent with RZ 2023-PR-00002)

This property is located on the N. side of Chain Bridge Rd., 350 ft. W. of intersection with Oak Valley Dr. Tax Map 48-1 ((1)) 17 and 23.

This property is located at 2758 Chain Bridge Rd., Vienna, 22181. Tax Map 48-1 ((1)) 17 and 23.

PLANNING COMMISSION RECOMMENDATION:

On November 1, 2023, the Planning Commission voted 10-0 (Commissioners Bennett and Shumate were absent from the meeting) to recommend to the Board of Supervisors the following actions:

- Approval of RZ-2023-PR-00002, subject to the execution of proffered conditions consistent with those dated October 9, 2023;
- Approval of SE-2023-PR-00004, subject to the proposed development conditions dated October 18, 2023; and
- Recommend that the side yard setback for the existing dwelling be waived to that shown on the GDP/SE Plat.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Board Agenda Item
January 23, 2024

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)
Cathy Lewis, Branch Chief, DPD

Board Agenda Item
January 23, 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 January 23, 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 one property has already been acquired by the Land Acquisition Division (LAD), six 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 Countywide Trails 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
January 23, 2024

STAFF:

Rachel Flynn, Deputy County Executive

Gregg Steverson, Acting Director, Fairfax County Department of Transportation

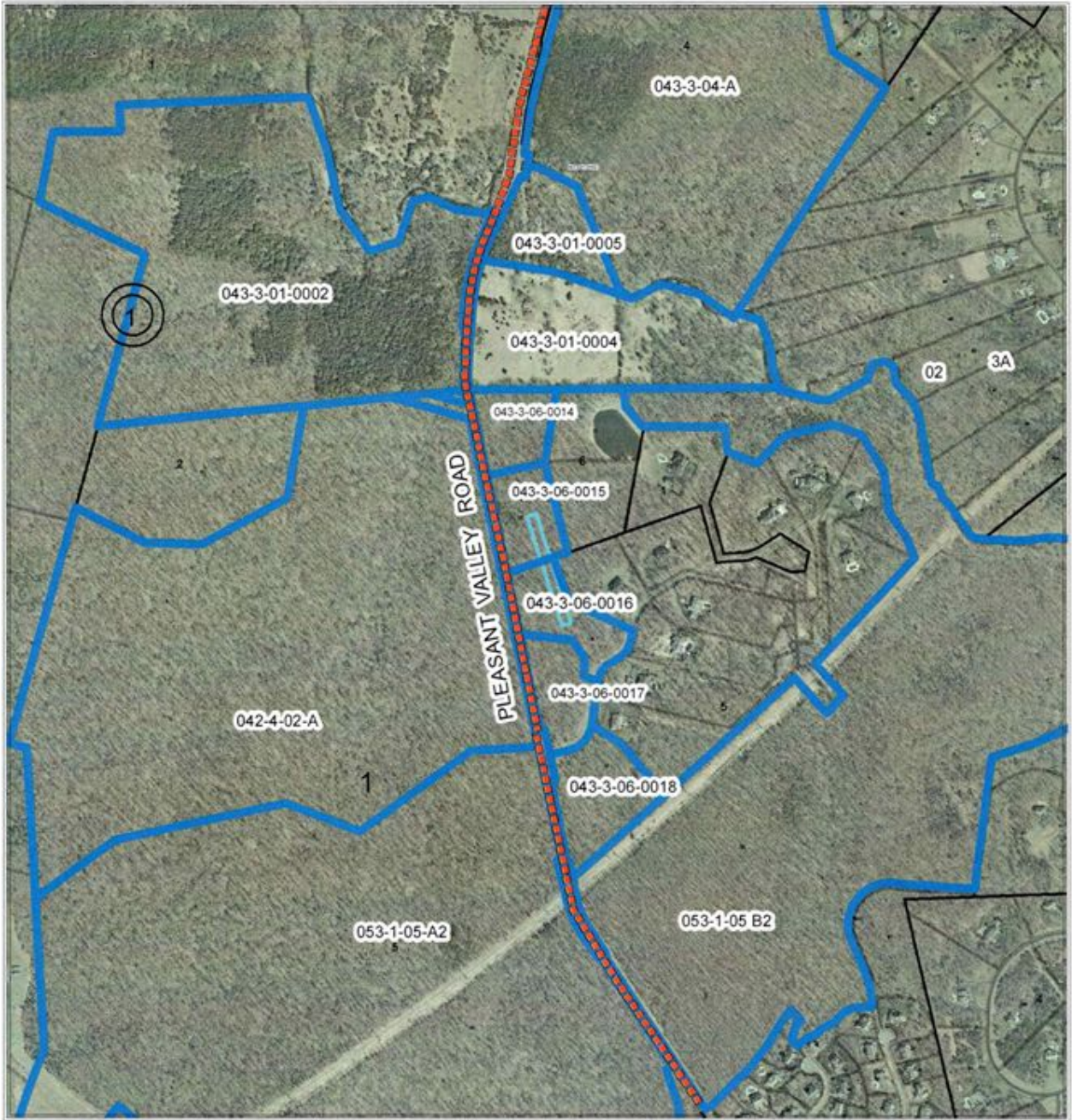
Christopher Herrington, Director, Department of Public Works and Environmental Services (DPWES)

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

ASSIGNED COUNSEL:

F. Hayden Coddling Assistant County Attorney

Attachment A



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

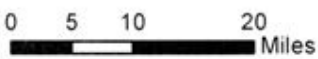
Project ST-000036-013

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, January 23, 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

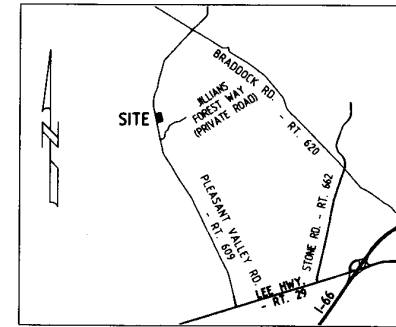
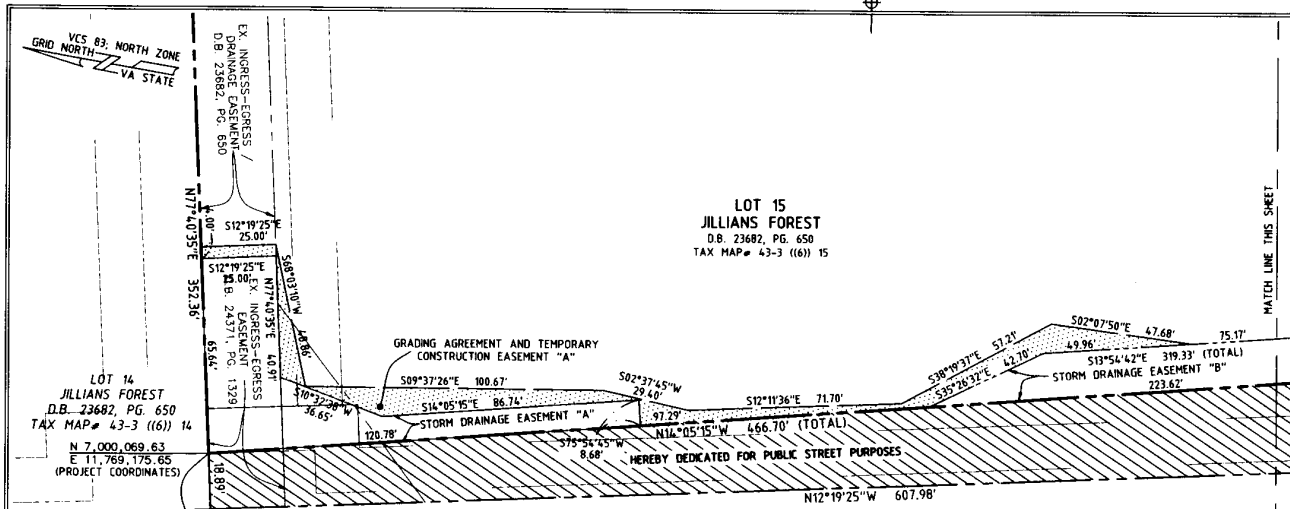
Street Address: 15601 Morgans Hamlet Court
Centreville, Va 20120

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:

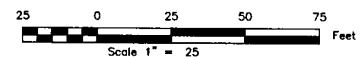
FIFTY THOUSDAND DOLLARS (\$50,000.00)



VICINITY MAP
SCALE 1" = 5000'

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.

- 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 easement shown.
 - The property delineated on this plat is located on Tax Assessment Map 43-3 ((6)) 15.



DEDICATION AND EASEMENT AREAS	
DEDICATION FOR PUBLIC STREET PURPOSES	16,995 SQ. FT.
STORM DRAINAGE EASEMENT "A"	2,936 SQ. FT.
STORM DRAINAGE EASEMENT "B"	5,220 SQ. FT.
TOTAL STORM DRAINAGE EASEMENT	8,156 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "A"	1,846 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "B"	2,035 SQ. FT.
TOTAL GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT	3,881 SQ. FT.

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

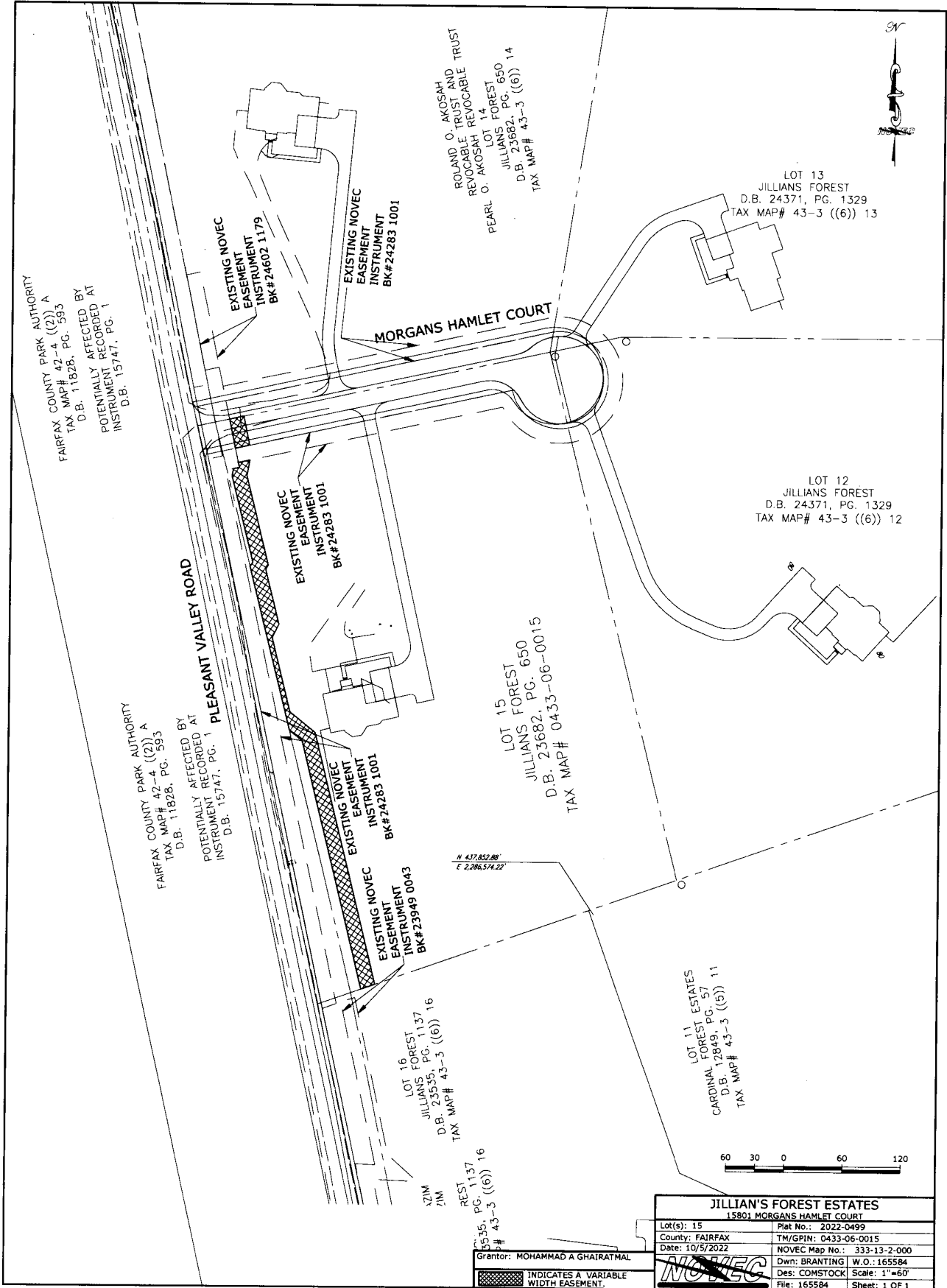


PLEASANT VALLEY ROAD SHARED USE PATH
 PROJECT NUMBER ST-000036-013

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 - EBKck Run\Drawg\PLA15\43 3 ((6)) 15 GHAIKATMAL2.dwg

ATTACHMENT 1B



FAIRFAX COUNTY PARK AUTHORITY
 FAIRFAX MAP# 42-4 ((2)) A
 TAX MAP# 11828, PG. 583
 POTENTIALLY AFFECTED BY
 INSTRUMENT RECORDED AT
 D.B. 15747, PG. 1

FAIRFAX COUNTY PARK AUTHORITY
 FAIRFAX MAP# 42-4 ((2)) A
 TAX MAP# 11828, PG. 583
 POTENTIALLY AFFECTED BY
 INSTRUMENT RECORDED AT
 D.B. 15747, PG. 1

ROLAND O. AKOSAH
 REVOCABLE TRUST AND
 PEARL O. AKOSAH
 LOT 14
 JILLIAN'S FOREST
 D.B. 23682, PG. 650
 TAX MAP# 43-3 ((6)) 14

LOT 13
 JILLIAN'S FOREST
 D.B. 24371, PG. 1329
 TAX MAP# 43-3 ((6)) 13

LOT 12
 JILLIAN'S FOREST
 D.B. 24371, PG. 1329
 TAX MAP# 43-3 ((6)) 12

LOT 15
 JILLIAN'S FOREST
 D.B. 23682, PG. 650
 TAX MAP# 0433-06-0015

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

LOT 11
 JILLIAN'S FOREST
 D.B. 12849, PG. 57
 TAX MAP# 43-3 ((6)) 11

Grantor: MOHAMMAD A GHAIATMAL

INDICATES A VARIABLE WIDTH EASEMENT.

JILLIAN'S FOREST ESTATES			
15801 MORGANS HAMLET COURT			
Lot(s): 15	Plat No.: 2022-0499	County: FAIRFAX	TH/GPIN: 0433-06-0015
Date: 10/5/2022	NOVEC Map No.: 333-13-2-000	Dwn: BRANTING	W.O.: 165584
Des: COMSTOCK	Scale: 1"=60'	File: 165584	Sheet: 1 OF 1

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.

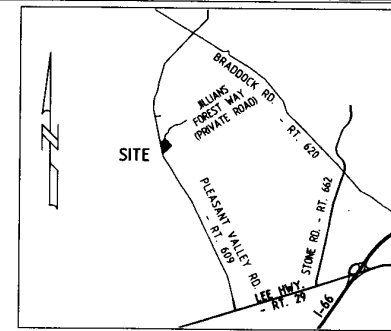
The land shown on this plat is now held as noted in the title block hereon and recorded among the land records of Fairfax County; all easements and dedications for public street purposes are within the bounds of the original tract, as described and recorded therein.

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.

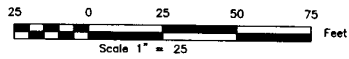
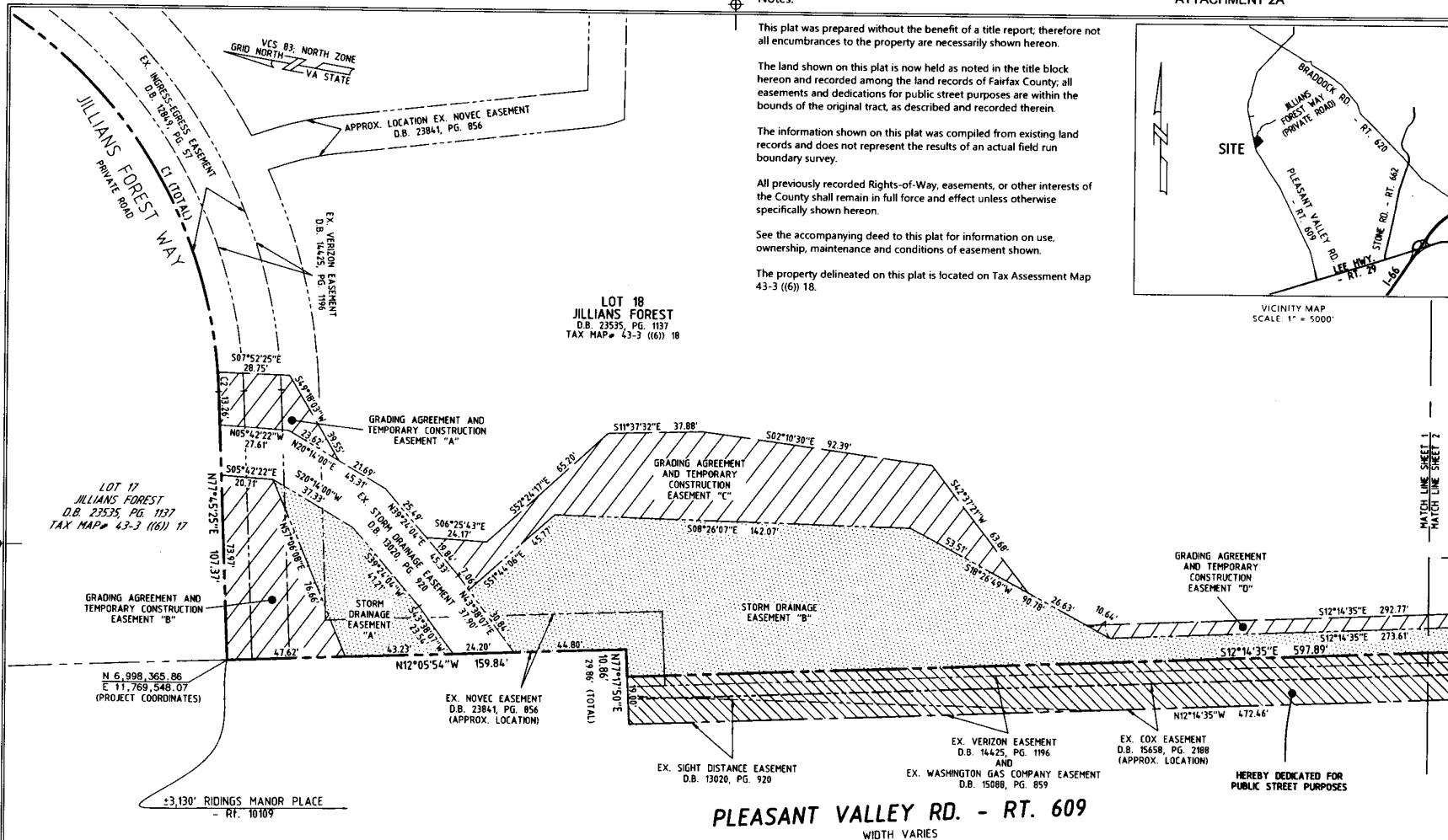
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See the accompanying deed to this plat for information on use, ownership, maintenance and conditions of easement shown.

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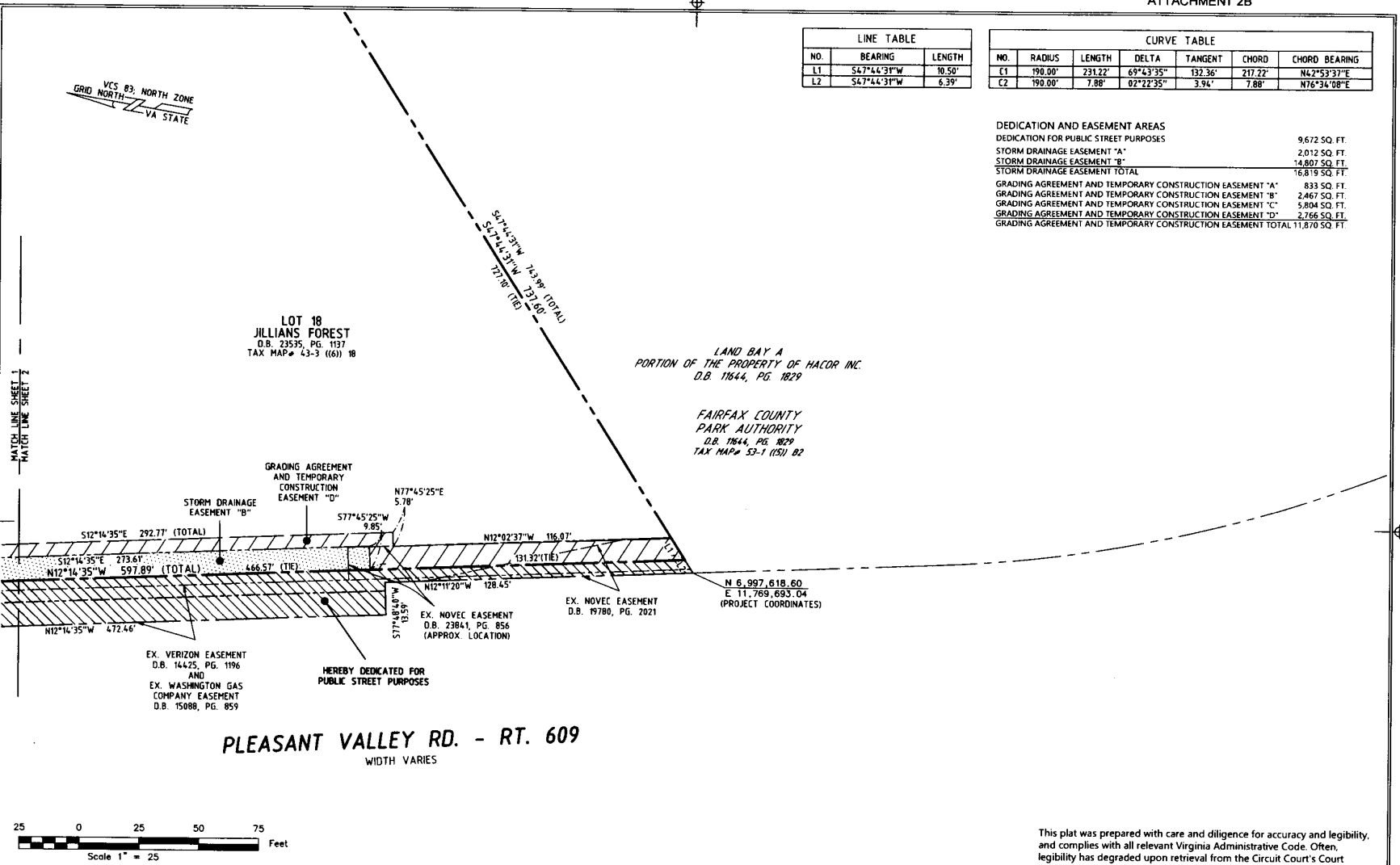
**PLEASANT VALLEY ROAD
SHARED USE PATH**
PROJECT NUMBER ST-000036-013

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

LINE TABLE		
NO.	BEARING	LENGTH
L1	S47°44'31"W	10.50'
L2	S47°44'31"W	6.39'

CURVE TABLE						
NO.	RADIUS	LENGTH	DELTA	TANGENT	CHORD	CHORD BEARING
C1	190.00'	231.22'	69°43'35"	132.36'	217.22'	N42°53'37"E
C2	190.00'	7.88'	02°22'35"	3.94'	7.88'	N76°34'08"E

DEDICATION AND EASEMENT AREAS	
DEDICATION FOR PUBLIC STREET PURPOSES	9,672 SQ. FT.
STORM DRAINAGE EASEMENT "A"	2,012 SQ. FT.
STORM DRAINAGE EASEMENT "B"	14,807 SQ. FT.
STORM DRAINAGE EASEMENT TOTAL	16,819 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "A"	833 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "B"	2,467 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "C"	5,804 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT "D"	2,766 SQ. FT.
GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT TOTAL	11,870 SQ. FT.



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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



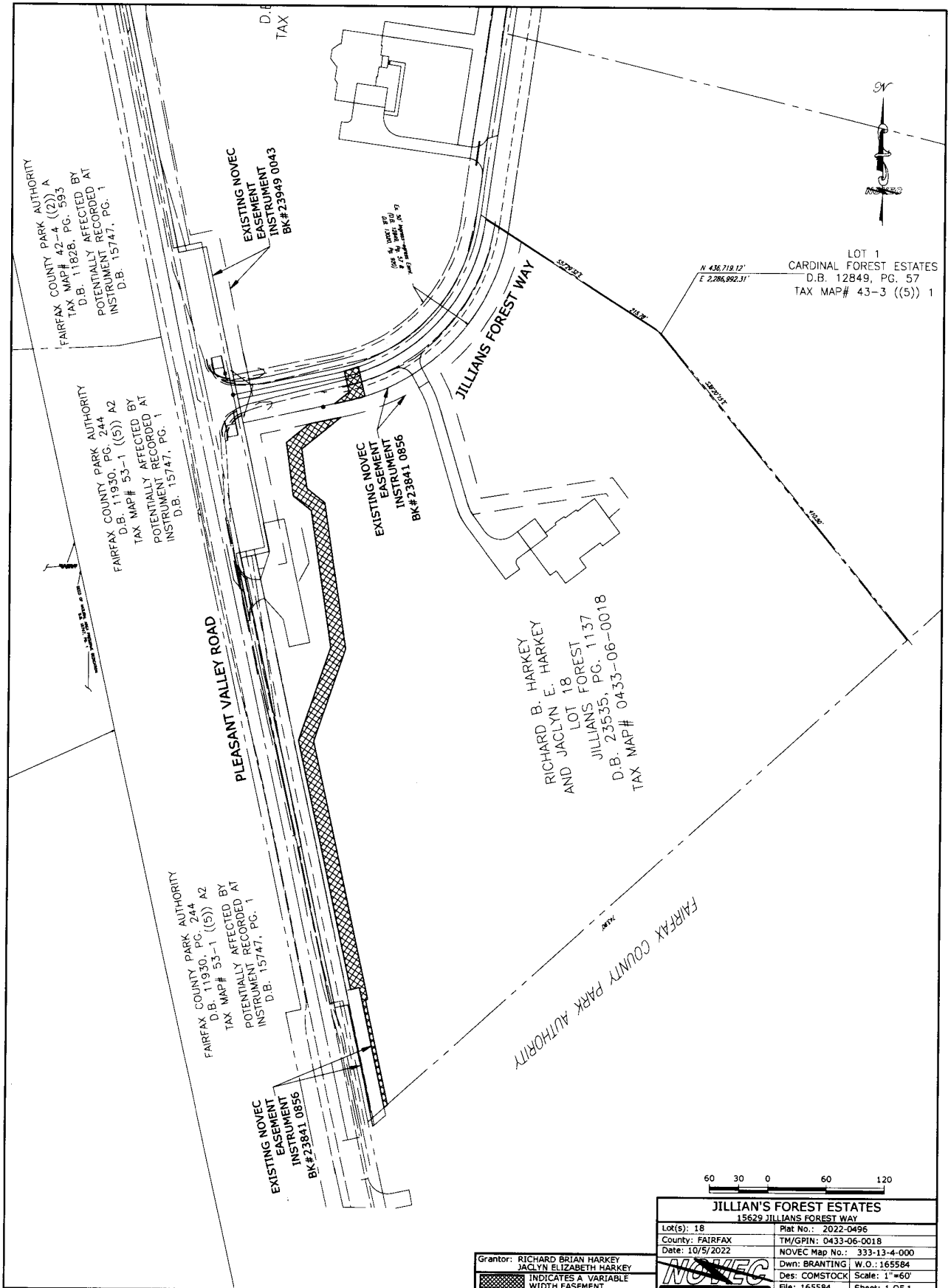
COUNTY OF FAIRFAX VIRGINIA
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



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

F:\CAP\Projects\Land Survey\0433 ST-000036-013 Pleasant Valley Rd Walkway-EB&B Run(Dwg)\PLAT\43-3 (61) 18 HARKEYS.dwg



Grantor: RICHARD BRIAN HARKEY
 JACLYN ELIZABETH HARKEY
 INDICATES A VARIABLE
 WIDTH EASEMENT.

JILLIAN'S FOREST ESTATES	
15629 JILLIAN'S FOREST WAY	
Lot(s): 18	Plat No.: 2022-0496
County: FAIRFAX	TM/GPIN: 0433-06-0018
Date: 10/5/2022	NOVEC Map No.: 333-13-4-000
Dwn: BRANTING	W.O.: 165584
Des: COMSTOCK	Scale: 1"=60'
File: 165584	Sheet: 1 OF 1

AFFECTED PROPERTY

Tax Map Number: 043-3-01-0004

Street Address: 5605 Pleasant Valley Road
Centreville, VA 20120

OWNER(S): Jason Drakopoulos
Kimberly Drakopoulos

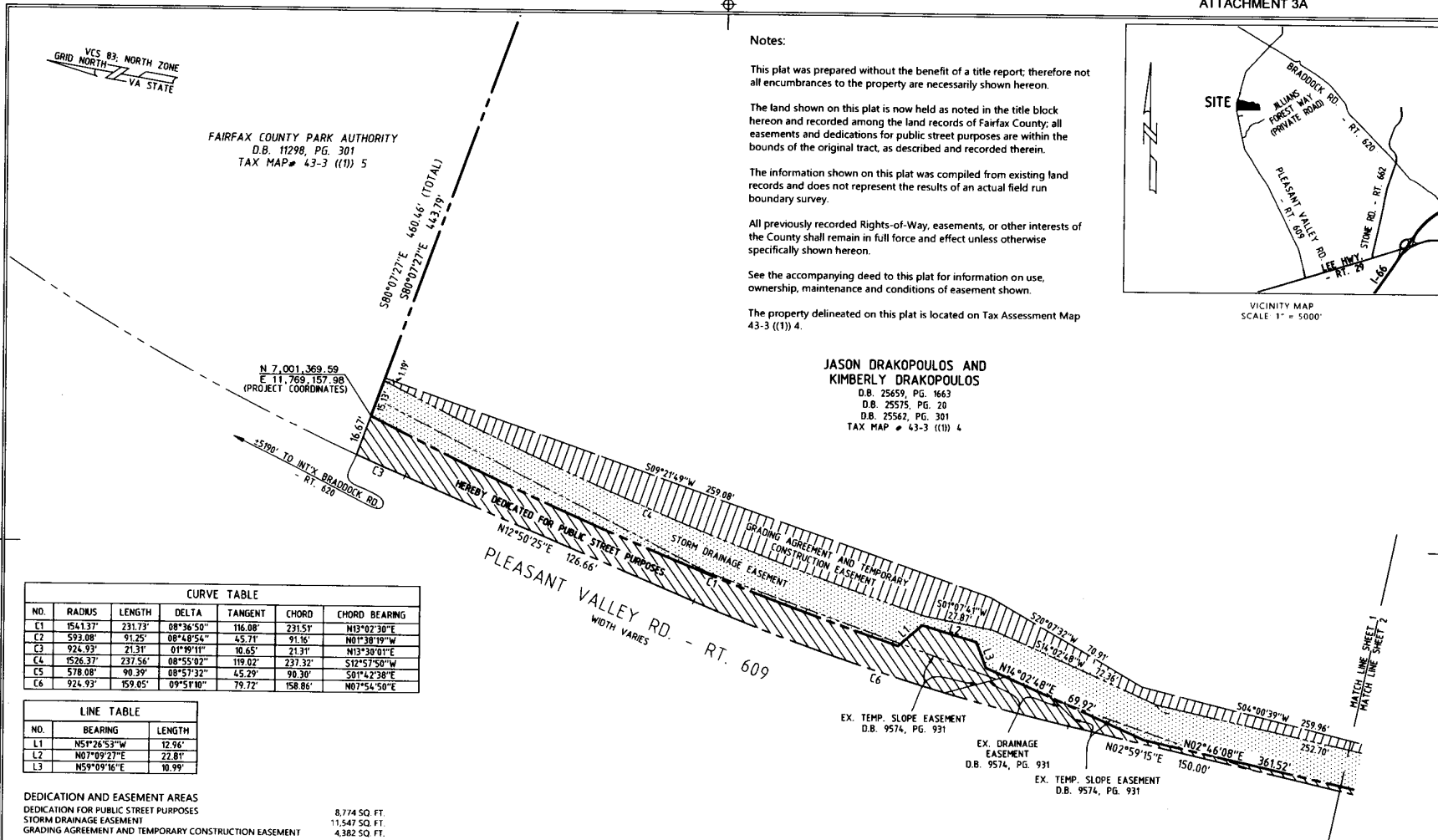
INTEREST(S) REQUIRED: (As shown on attached plat/plan)

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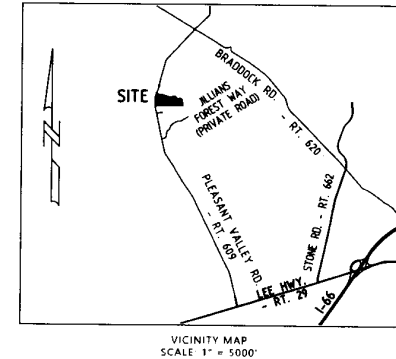
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See the accompanying deed to this plat for information on use, ownership, maintenance and conditions of easement shown.

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



VICINITY MAP
SCALE 1" = 5000'

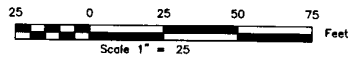
**JASON DRAKOPOULOS AND
KIMBERLY DRAKOPOULOS**
D.B. 25659, PG. 1663
D.B. 25575, PG. 20
D.B. 25562, PG. 301
TAX MAP # 43-3 ((1)) 4

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	N5°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**

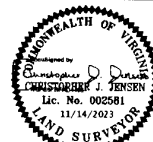
D.B. 25659, PG. 1663
D.B. 25575, PG. 20
D.B. 25562, PG. 301

SULLY DISTRICT
FAIRFAX COUNTY, VIRGINIA



**COUNTY OF FAIRFAX
VIRGINIA**

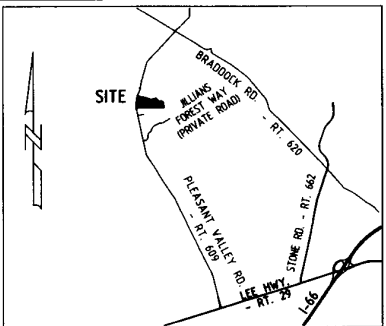
DEPT. OF PUBLIC WORKS & ENVIRONMENTAL SERVICES
CAPITAL FACILITIES
LAND SURVEY BRANCH
12000 GOVERNMENT CENTER PKWY, FAIRFAX, VIRGINIA



**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

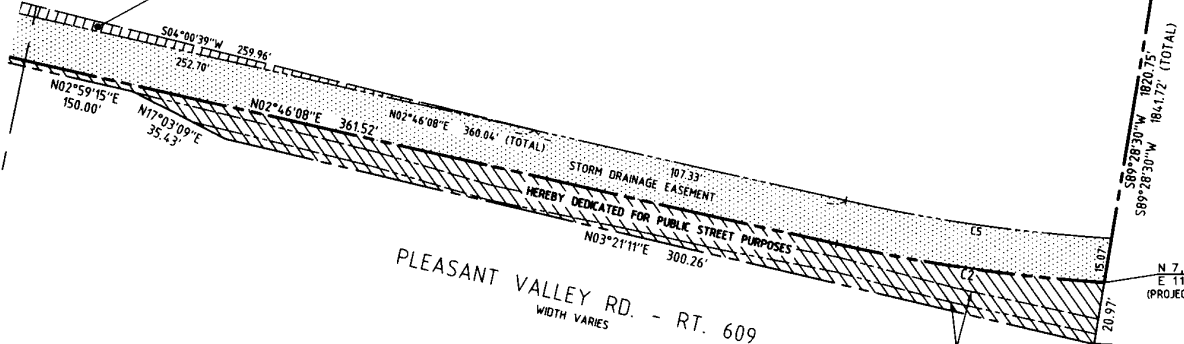


VICINITY MAP
SCALE 1" = 5000'

**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

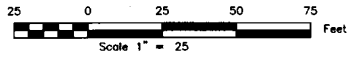


LOT 14
JILLIANS FOREST
D.B. 23682, PG. 650
TAX MAP # 43-3 (16) 14

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

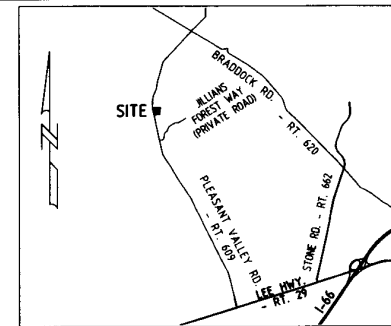
Grading Agreement and Temporary Construction Easement A&B- 3,518 sq. ft.

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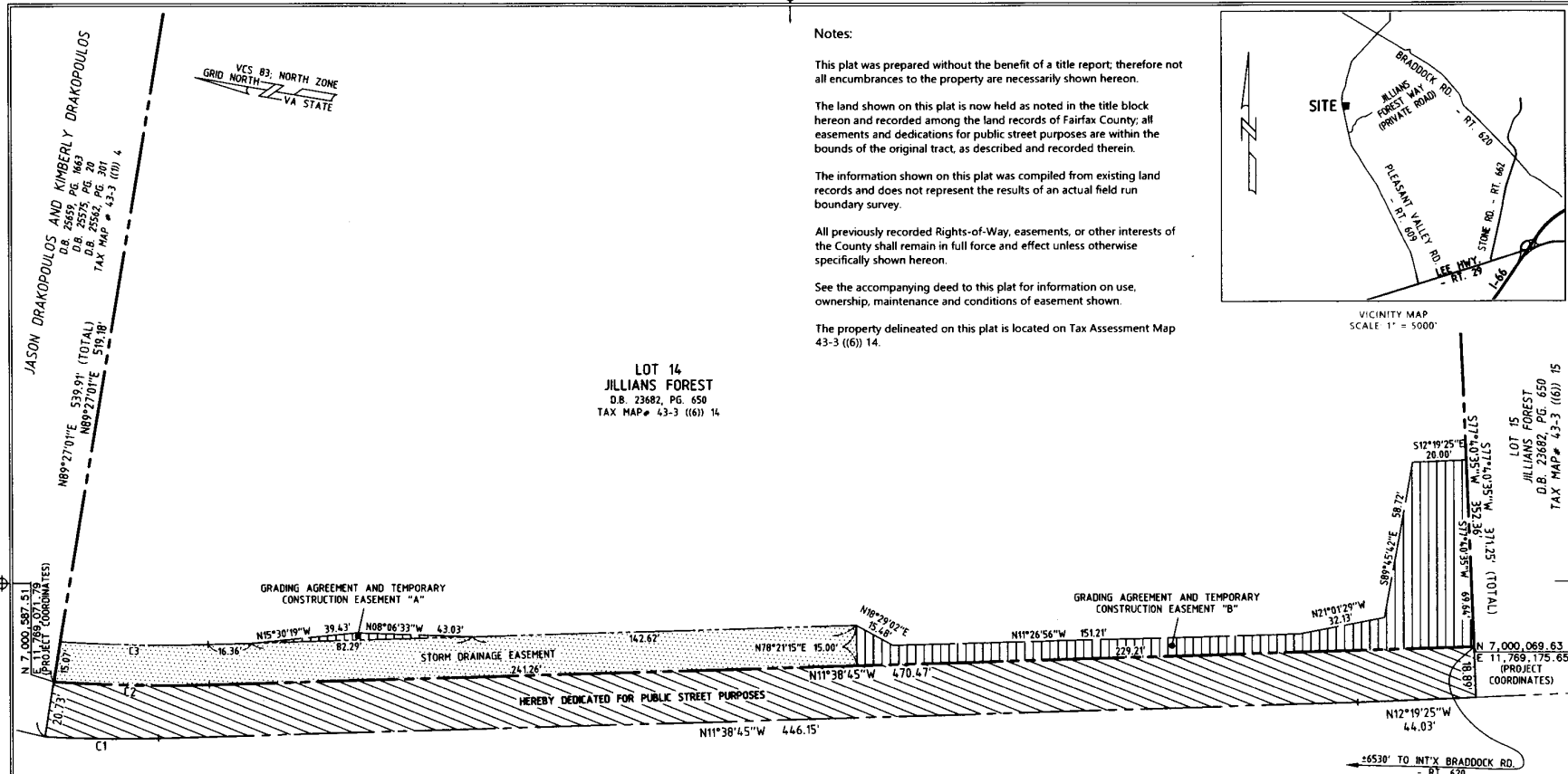
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The property delineated on this plat is located on Tax Assessment Map 43-3 ((6)) 14.



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

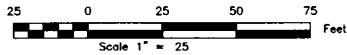
LOT 15
JILLIANS FOREST
D.B. 23682, PG. 650
TAX MAP# 43-3 ((6)) 15

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



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

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

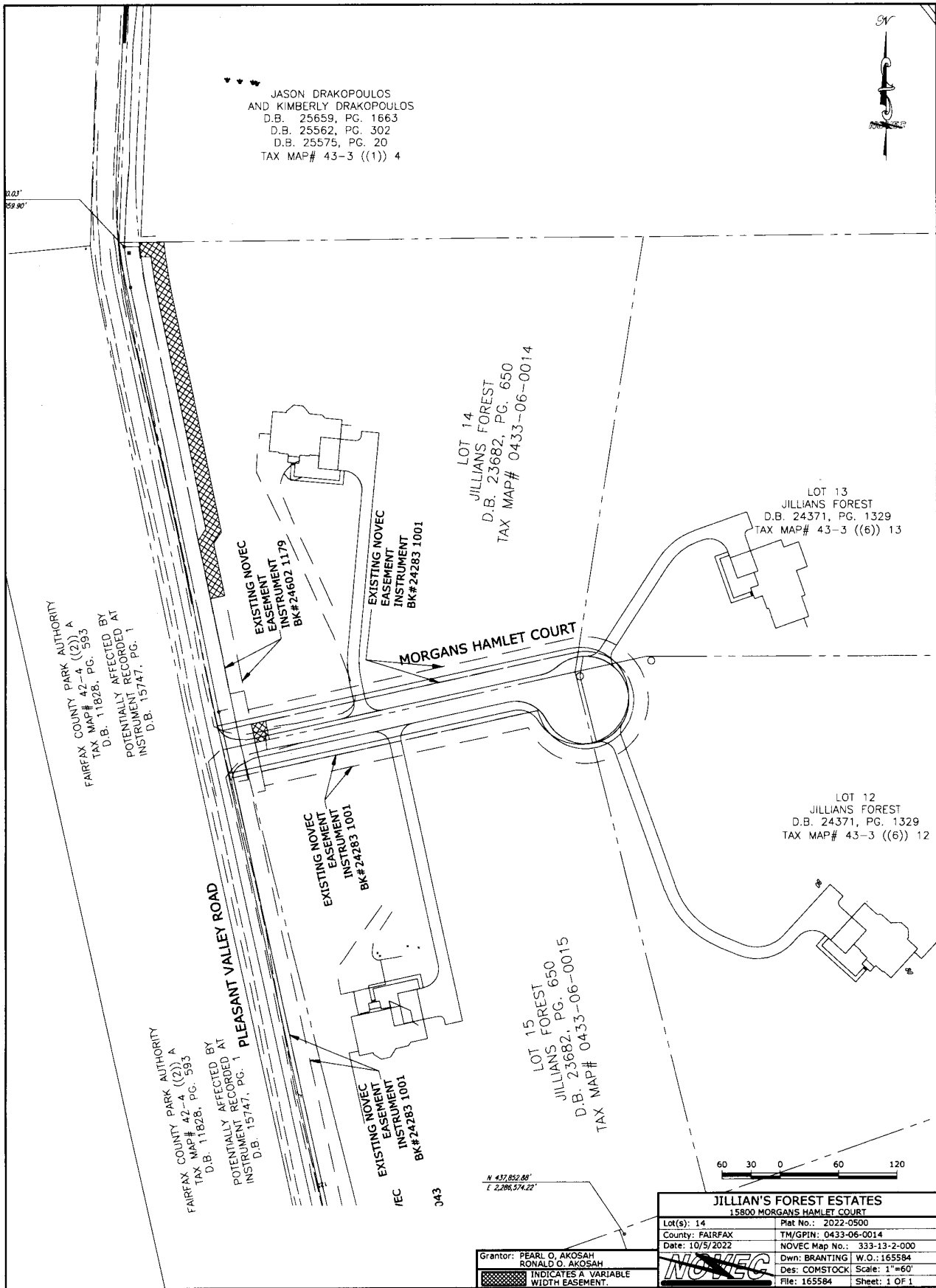


PLEASANT VALLEY ROAD
SHARED USE PATH
PROJECT NUMBER ST-00036-013

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

ATTACHMENT 4B



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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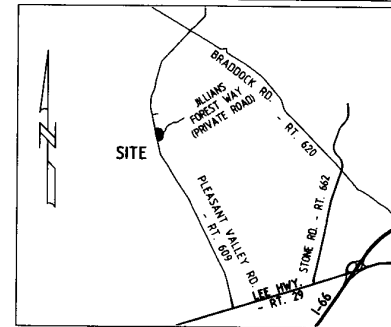
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VICINITY MAP
SCALE: 1" = 5000'

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'

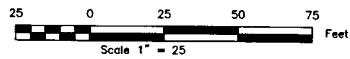
N11°35'15"W 228.28'

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



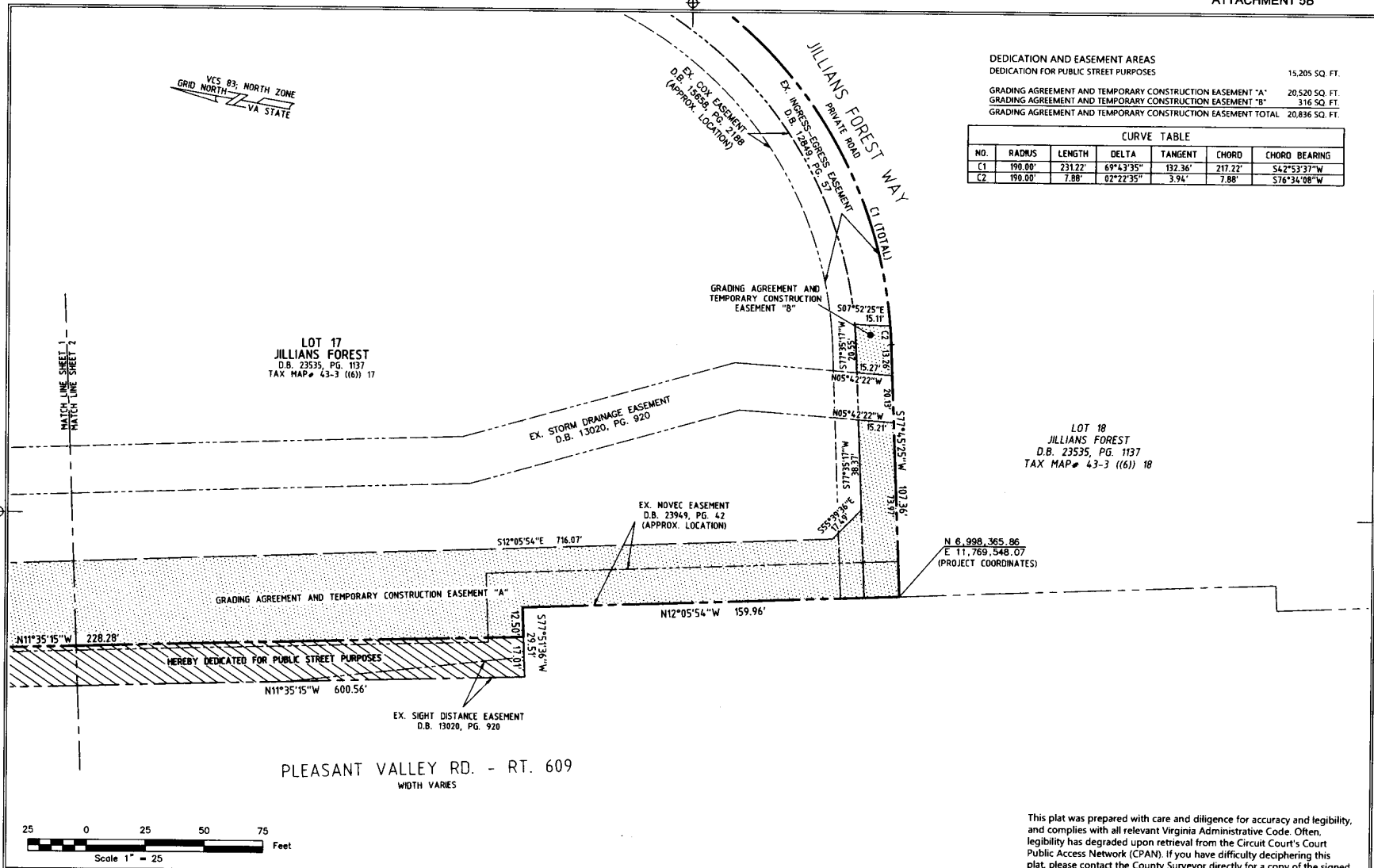
PLEASANT VALLEY ROAD
SHARED USE PATH
PROJECT NUMBER ST-000036-013

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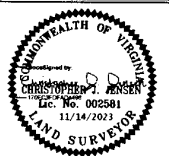
PLAT SHOWING DEDICATION FOR PUBLIC STREET PURPOSES, AND GRADING AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT THROUGH

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
January 23, 2024

4:00 p.m.

Public Hearing on Proposed Plan Amendment 2023-III-3UP, Agape House in the Dulles Suburban Center, Land Unit E-1, Located at 3870 Centerview Drive, Chantilly, VA 20151 (Sully District)

ISSUE:

Plan Amendment (PA) 2023-III-3UP considers an amendment to Land Unit E-1 of the Dulles Suburban Center for Tax Map Parcel 34-4 ((12)) C7 located at 3870 Centerview Drive, Chantilly. The property is currently vacant and planned for a mix of campus-style office and industrial flex uses up to a maximum of 0.35 FAR. The Plan amendment considers adding an option for affordable independent living for older adults up to 232 units at an intensity up to 1.08 FAR.

PLANNING COMMISSION RECOMMENDATION:

On December 14, 2023, the Planning Commission voted 8-0-1 (Commissioners Murphy and Shumate were absent from the meeting. Commissioner Bennett was not present for the vote. Commissioner Ulfelder abstained from the vote) to recommend to the Board of Supervisors the adoption of the staff recommendation for PA 2023-III-3UP.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Planning Commission, Public Hearing – December 14, 2023.
Board of Supervisors' Public Hearing – January 23, 2024.

BACKGROUND:

On April 11, 2023, the Board of Supervisors authorized consideration of this Comprehensive Plan amendment for property in Land Unit E-1 of the Dulles Suburban Center.

The adopted Plan for this area recommends campus-style office, and industrial/flex uses up to a maximum of .35 FAR to be compatible with existing development. Ancillary retail use up to 20 percent of the total development may be appropriate within office or industrial/flex buildings. The amendment considers adding an option for

Board Agenda Item
January 23, 2024

affordable independent living for older adults up to 232 units at an intensity up to 1.08 FAR. Specific considerations included the provision of open space, onsite amenities, multimodal connections around the site, and access to services.

EQUITY IMPACT:

Adoption of this proposed Plan amendment would further the county's equity initiatives related to provision of more affordable housing, specifically for older adults. An important aspect of locating housing for older adults is access to transit and commercial services.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

The Staff Report for PA 2023-III-3UP has been previously furnished and is available online at:

<https://www.fairfaxcounty.gov/planning-development/plan-amendments/staff-reports>

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)

Chris Caperton, Acting Director, Planning Division (PD), DPD

Clara Quintero Johnson, Branch Chief, Monitoring & Plan Development Branch, PD, DPD

Sahar Hamdard, Planner II, Monitoring & Plan Development Branch, PD, DPD

Board Agenda Item
January 23, 2024

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Landscaping and Screening

ISSUE:

The proposed Zoning Ordinance amendment comprehensively updates Section 5108 which includes requirements for parking lot landscaping and transitional screening and barriers. Specifically, the amendment includes changes that address general landscaping standards, interior and peripheral parking lot landscaping, transitional screening and barrier requirements, waivers and modifications, and maintenance. The proposed amendment would increase requirements for tree canopy within parking lots and along roadways, as well as update and simplify the transitional screening and barrier requirements. Additionally, changes would encourage use of shade structures on parking structures and reduce headlight glare through the addition of shrubs within required peripheral parking lot landscaping. Among other benefits, these changes would provide additional tree cover, reduce urban heat island effects, and support creating a healthy, attractive, and livable community.

RECOMMENDATION:

On December 6, 2023, the Planning Commission held a public hearing and voted 12-0 to recommend to the Board the following actions:

- Adoption of the proposed Zoning Ordinance Amendment for Landscaping and Screening, with the staff-recommended options and the proposed amendments to Appendix 1 relating to previous approvals, as set forth in the Staff Report dated November 15, 2023, and that the amendment become effective at 12:01 a.m., the day following adoption;
- Approval of the alternative text in subsection 5108.2.B(2) to give preference to environmentally tolerant species where appropriate for site conditions, as set forth in the handout dated December 6, 2023, which was distributed to the Planning Commission; and
- Approval of the alternative text in subsection 5108.5.A(1) to require Light Utility Facility, Heavy Utility Facility, and uses in the Industrial Uses classification to provide transitional screening when located across the street from land used or zoned for uses indicated across the top of Table 5108.2, as set forth in the handout dated December 6, 2023, which was distributed to the Planning Commission.

Board Agenda Item
January 23, 2024

A copy of the alternative text recommended by the Planning Commission is included as Attachment 1.

TIMING:

The Board authorized advertisement of the public hearings for this amendment on October 24, 2023; the Planning Commission public hearing was held on December 6, 2023, at 7:30 p.m., and the Board of Supervisors public hearing is scheduled for January 23, 2024, at 4:00 p.m.

BACKGROUND:

The proposed amendment was carried over from the 2023 Zoning Ordinance Work Program (ZOWP) and is currently identified on the FY 2024/2025 ZOWP (Topic #6) as a First-Tier item. The ZOWP directed staff to work with an interagency work group to research and conduct outreach on a review of the landscaping and screening provisions of the Zoning Ordinance. The work group discussed how these regulations are currently administered and implemented, challenges that have been encountered, and identified possible changes that could be addressed by the proposed amendment. In addition to staff, a consultant team from Clarion Associates and LSG Landscape Architecture was engaged to provide feedback and guidance on Fairfax County's current regulations and best practices in the industry; perform jurisdictional research; and serve as a subject matter expert.

The proposed amendment has been presented to the Board's Land Use Policy Committee, the Planning Commission's Land Use Process Review Committee, general community meetings, local land use committees, the zMOD land use attorneys work group, the Parking Reimagined Zoning Ordinance Amendment work group, the Tree Commission, the Environmental Quality Advisory Council, and other community and stakeholder groups.

A description of the major proposed changes is provided below. Options have been provided for the Board's consideration as outlined in the Staff Report.

Existing Vegetation:

The conservation of existing vegetation has many environmental benefits such as carbon sequestration and management of vital atmospheric, water, soil, and ecological resources. Mature trees, especially native species, provide greater ecosystem, wildlife, and climate benefits than newly planted vegetation. Additionally, environmentally tolerant landscaping can sustain extreme heat, severe storms, flooding, and other

environmental impacts of climate change. The use of native and environmentally tolerant species provides a greater likelihood for long-term survivability. Current regulations allow but do not prioritize the use of existing vegetation to meet the landscaping and screening requirements. To facilitate and encourage the use of existing vegetation and the use of native trees, staff proposes an alternative mixture of evergreen and deciduous trees which reduces the minimum required percentage of evergreen trees to 50 percent if at least 25 percent of the transitional screening area is existing vegetation and/or new native trees. Additionally, staff is proposing that for both transitional screening and parking lot landscaping, preference should be given to native and environmentally tolerant landscaping.

Parking Lot Landscaping:

The following changes are proposed for parking lot landscaping requirements.

- Requires smaller parking lots to provide tree cover by reducing the applicability requirement from 20 spaces to ten or more parking spaces.
- Increases tree cover in parking lots by increasing the percentage of interior parking lot landscaping from five to ten percent. Because a major benefit of increased tree cover in parking lots is shading asphalt, the amendment allows for shade structures with solar collection systems to be used to meet a portion of the interior parking lot landscaping requirements. The proposed text has been revised to clarify that up to half of the required interior parking lot landscaping may be satisfied through shade structures with solar collection systems, with the remainder of the requirement satisfied by shade trees. This change is shown in Attachment 2 with strike-through and underline as compared to the text presented at authorization.
- Better distributes tree cover in parking lots by establishing a spatial requirement of an average of one planting area for every ten contiguous parking spaces.
- Clarifies implementation for parking structures by requiring interior parking lot landscaping for surface parking lots only but adding a specific requirement for shade structures on parking structures (requiring ten percent of the total exposed area of the parking structure to be shaded). Shade structures can include canopies, canopies with vegetative roofs, solar collection systems, or shade trees located on the exposed portion of the parking structure. The proposed text has been revised to clarify that if the shade structures are solar collection systems, the coverage requirement may be reduced by half. Ranges for these percentages have been advertised for the Board's consideration. This change is shown in Attachment 2 through the strike-through and underlined format.
- Increases the tree cover at the periphery of a parking lot, including along the right-of-way, by modifying the peripheral parking lot landscaping ratio when the property abuts street right-of-way, to one tree for every 30 linear feet.

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January 23, 2024

- Reduces vehicle headlight glare by adding a shrub requirement for peripheral parking lot landscaping.

Transitional Screening:

Transitional screening and barriers are provided between dissimilar uses to mitigate the impact of the more intensive use. Currently, transitional screening and barriers are required along a street frontage when a less intensive use is located across the street. Staff proposes to remove the requirement to provide transitional screening and barriers for uses that are located across a street. However, the newly proposed street frontage landscaping would be required. Additionally, the current provisions require transitional screening between uses within a mixed-use development, except in the PTC District. Considering the site-specific design that is required as part of the approval process, staff proposes that transitional screening and barriers in all Planned Districts apply only at the periphery of the development, and not be required between individual uses within the development. Lastly, staff proposes to simplify the table structure by using the use classifications, and select uses, established in the Use Tables rather than the existing groupings that were carried over from the previous Zoning Ordinance.

Barriers:

The Zoning Ordinance details eight barrier requirements including walls, hedges, and fences. The following changes are proposed.

- Evergreen hedge (Barrier Type C): Replace the current spacing requirement with language requiring the creation of a uniform hedge at maturity.
- Chain Link Fence (Barrier Types D and G): Remove this barrier option as chain link fencing does not provide visual screening.
- Variety of trees (Barrier Type H): Remove this barrier option as it is no longer being utilized as the planting of a row of 6-foot trees averaging 50 feet on centers does not provide visual screening.

Street Frontage Landscaping:

To enhance the street frontage and require shading along the right-of-way, staff proposes street frontage landscaping be provided in a ten-foot-wide planting strip parallel to all street lines of a public or private street. Street frontage landscaping will require at least one tree per 30 feet of linear frontage, which is consistent with the existing width and the proposed planting requirement for peripheral parking lot landscaping when abutting a right-of-way.

Additional Changes:

In addition to the aforementioned topics, the proposed amendment includes the following changes to the landscaping and screening regulations.

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January 23, 2024

- Restructuring – Restructure Section 5108 to reflect the life cycle of establishing landscaping and add a new subsection on street frontage landscaping.
- Purpose Statement – Update and broaden the purpose statement to support placemaking, encourage mixed-use developments, as well as promote the enhancement of ecological and social or recreational spaces.
- Parking Lot Lighting – Add a requirement that light poles be located at least 15 feet from a tree planting. The location of parking lot lighting can hinder the placement of interior parking lot landscaping. An uneven distribution of parking lot landscaping can result based on placement of the light poles. Locating light poles away from trees ensures that the parking lot lighting is not obstructed, which contributes to the safety and security of the parking lot after dark.
- Utility Easements – To the extent feasible, require new utility easements to be located outside of required landscaping, except to cross perpendicularly. These easements can be placed in other locations on the property such as within the parking lot without impacting trees.
- Waivers and Modifications – Consolidate waivers and modifications into one subsection regardless of topic area. These are also simplified into broader options while providing guidance to the approving body on when such a waiver or modification is appropriate. Lastly, the proposed changes differentiate between what waivers or modifications can be approved by the Board, Board of Zoning Appeals, and the Director of the Department of Land Development Services.
- Maintenance – Add clarifying language that addresses maintenance issues for landscaping that is not in healthy growing condition due to improper pruning, lack of proper soil depth, and impingement on root growth.

A copy of the staff report and proposed text is included as Attachment 2.

EQUITY IMPACT:

The One Fairfax policy includes seventeen areas of focus; this Zoning Ordinance Amendment relates to Area of Focus 11, which encourages a quality built and natural environment that supports a high quality of life for all people. These provisions apply countywide, and landscaping helps create a healthy, attractive, and livable community for all areas. Regarding transitional screening and barriers, as part of the outreach on this topic, staff posed the question concerning whether the landscaping and screening provisions serve to separate incompatible land uses (as originally intended) or do they create barriers between communities, particularly between residential uses such as single-family homes and townhouses. County specific data does not show instances where our landscaping and screening provisions have contributed to inequities.

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In addition, the One Fairfax policy encourages expansive community engagement to ensure that all people are heard and considered. Staff has presented at 27 public meetings to obtain public input on the existing landscaping and screening provisions as well as the proposed amendment.

FISCAL IMPACT:

None.

REGULATORY IMPACT:

The proposed amendment revises existing and adds new regulations for landscaping and screening. The amendment also addresses the authority granted to the Board, Board of Zoning Appeals (BZA), and Director of the Department of Land Development Services (Director) to approve waivers and modifications to the landscaping and screening requirements. These revisions provide the Director with objective standards when approving a waiver or modification in conjunction with a site plan. Meanwhile, subjective standards are provided to the Board and BZA in conjunction with a rezoning, special exception, or special permit. If a waiver or modification is requested through the site plan process that is outside of the Director's authority, the request would be sent to the Board for approval similar to the existing process for parking reductions.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Action
Attachment 2 – Staff Report

STAFF:

Rachel Flynn, Deputy County Executive
Tracy Strunk, Director, Department of Planning and Development (DPD)
William D. Hicks, P.E., Director, Department of Land Development Services
Leslie B. Johnson, Zoning Administrator, DPD
William Mayland, Assistant Zoning Administrator, DPD
Carmen Bishop, Deputy Zoning Administrator, DPD
Sara Morgan, Deputy Zoning Administrator, DPD

ASSIGNED COUNSEL:

F. Hayden Codding, Assistant County Attorney
T. David Stoner, Deputy County Attorney

County of Fairfax, Virginia
Planning Commission Meeting
December 6, 2023
Planning Commission Action

ZONING ORDINANCE AMENDMENT - LANDSCAPING AND SCREENING
(Countywide District)

PLANNING COMMISSION RECOMMENDATIONS:

On December 6, 2023, the Planning Commission voted 12-0 to recommend to the Board of Supervisors the following actions:

- Adoption of the proposed Zoning Ordinance Amendment for Landscaping and Screening, with the staff recommended options and the proposed amendments to Appendix 1, relating to previous approvals, as set forth in the staff report dated November 15, 2023, and as amended to recommend:
 - Approval of the alternate text in subsection 5108.2.B(2) to give preference to environmentally tolerant species where appropriate for site conditions, as set forth in the handout dated December 6, 2023, which was distributed to the Planning Commission; and
 - Approval of alternative text in subsection 5108.5.A(10) to require Light Utility Facility, Heavy Utility Facility, and uses in the Industrial Uses classification to provide transitional screening when located across the street from land used or zoned for uses indicated across the top of Table 5108.2, as set forth in the handout dated December 6, 2023, which was distributed to the Planning Commission.
- The amendment become effective at 12:01 a.m. the day following adoption.

ATTACHED DOCUMENTS:

Staff Report dated November 15, 2023

Handout dated December 6, 2023

SL



County of Fairfax, Virginia

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

Commissioner Bennett

December 6, 2023

7:30 PM

Landscaping and Screening Zoning Ordinance Amendment
Alternative Text Recommendation Handout
December 6, 2023

Proposed alternative language for vegetation (proposed subsection 5108.2.B(2)).

B. Vegetation

- (1) Suitable existing vegetation, as determined by the Director, will be used to meet the requirements of this Section and the Public Facilities Manual.
- (2) Preference should be given to native species, and environmentally tolerant species where appropriate for site conditions, as identified in the Public Facilities Manual.

Proposed alternative language for transitional screening and barriers (subsection 5108.5.A(1)).

A. Applicability

- (1) Transitional screening and barriers must be provided on the lot of the use indicated in the left column of Table 5108.2 where it is adjacent to land used or zoned for uses indicated across the top of Table 5108.2. Additionally, uses in the Industrial Uses classification must provide transitional screening when located across the street from land used or zoned for uses indicated across the top of Table 5108.2. The uses are grouped by use classification, consistent with Article 4.



FAIRFAX COUNTY

PROPOSED ZONING ORDINANCE AMENDMENT

STAFF REPORT Landscaping & Screening

November 15, 2023

Hearing Dates

Planning Commission: December 6, 2023, at 7:30 p.m.

Board of Supervisors: January 23, 2024, at 4:00 p.m.

Staff Contact

Sara Morgan, Deputy Zoning Administrator



Americans with Disabilities Act (ADA): Reasonable accommodation is available upon 48 hours advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).



PLANNING & DEVELOPMENT

Zoning Administration Division
Government Center Parkway, Suite 807
Fairfax, Virginia 22035-5507
Phone 703-324-1314

www.fairfaxcounty.gov/planning-development

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Background

The proposed amendment was carried over from the 2023 Zoning Ordinance Work Program (ZOWP) and is currently identified on the Fiscal Year 2024/2025 ZOWP (Topic #6) as a First-Tier item. The ZOWP directed staff to work with an interagency work group to research and conduct outreach on a review of the landscaping and screening provisions of the Zoning Ordinance. Staff established an interagency work group in September 2022 to perform a comprehensive review of the existing Zoning Ordinance regulations. The work group is comprised of staff from the Zoning Administration Division, Zoning Evaluation Division, and Urban Centers and Community Revitalization Sections of the Department of Planning and Development; Site Code Research and Development Branch and the Forest Conservation Branch of the Department of Land Development Services (LDS); Urban Forest Management Division and Stormwater Planning Division within the Department of Public Works and Environmental Services; and Office of Environmental and Energy Coordination. The work group discussed how these regulations are administered and implemented, challenges that have been encountered, and possible changes that could be addressed by the amendment. In addition to staff, a consultant team from Clarion Associates and LSG Landscape Architecture has been engaged to provide feedback and guidance on Fairfax County’s current regulations and best practices in the industry; perform jurisdictional research; and serve as a subject matter expert.

Community Outreach

Staff began public outreach on this amendment in October 2022 and has presented this topic at 28 public meetings. Outreach meetings included local land use committees, the zMOD Land Use Attorneys work group, the Parking Reimagined Zoning Ordinance Amendment work group, the Tree Commission, the Environmental Quality Advisory Council, and other groups as well as the Board of Supervisors (Board) Land Use Policy Committee and the Planning Commission’s Land Use Process Review Committee. Staff also hosted community meetings that were recorded and posted on the [Landscaping and Screening website](#). Information on the amendment, including draft text, white papers, and presentation materials were posted to the website throughout the amendment process.

Feedback on the amendment has been generally positive with support for increasing parking lot landscaping, allowing the use of native species and existing landscaping to meet requirements, incentivizing the use of solar collection systems for shading of parking, and encouraging more

connectivity through a reduction of barrier requirements in mixed-use developments. Others expressed a desire for flexibility in the distribution of interior parking lot landscaping and cautioned against unintended consequences with regard to the new utility easement proposal.

Related County Goals/Policies

This Zoning Ordinance Amendment helps promote other county initiatives. This section addresses related efforts and how they are addressed through this amendment.

Strategic Plan: The Fairfax Countywide Strategic Plan was officially adopted by the Board on October 5, 2021. The ten Community Outcome Areas include the “Environment” which aims to promote air, water, and land quality while supporting environmental policy and practices as well as “Housing and Neighborhood Livability” which aims to provide access to amenities that promote healthy neighborhoods. Strategies within these Outcome Areas relate to this Zoning Ordinance amendment including environmental stewardship and biodiversity of landscaping at county facilities; protecting and conserving natural resources that provide ecological and health benefits; and promoting the use of solar through incentives. The proposed purpose statement promotes placemaking, connectivity, walkability along with soil, air, and water quality. Additionally, the provisions lessen the impact of wind, heat, noise, dust, and other debris which advance the implementation of the Strategic Plan.

Resilient Fairfax: The Resilient Fairfax Climate Adaptation and Resilience Plan was officially adopted by the Board in November of 2022. It is a plan and program to help Fairfax County become more resilient to changing conditions and climate change-related hazards such as extreme heat, severe storms, and flooding. This Zoning Ordinance amendment is a building block for multiple Resilient Fairfax strategies, including amendments to the Zoning Ordinance to enhance community resilience; heat-resilient design and development; integrating climate change considerations into Urban Forestry Programs; pursuing green infrastructure projects that provide climate resilience benefits; and support continued urban reforestation. The Implementation Actions in these strategies include improved landscaping and screening requirements, which can help to reduce the Urban Heat Island effect and urban flooding, which are among the top risks identified by the plan. This amendment furthers the efforts made by Resilient Fairfax by giving preference to native species and species identified as environmentally tolerant in the PFM. The trees are better suited to combat the effects of climate change and have greater likelihood for long-term survivability thereby contributing to our community’s resiliency. Additionally, the proposed increase in parking lot landscaping and proposals for transitional screening as well as street frontage landscaping contribute towards urban reforestation.

Community-wide Energy and Climate Action Plan: The Community-wide Energy and Climate Action Plan (CECAP) provided recommendations to reduce greenhouse gas emissions. The CECAP Implementation Plan was presented to the Board on December 13, 2022, and detailed actionable steps that can be taken. Strategies includes updates to the Zoning Ordinance to

support sustainable land use, including tree-related updates; supports the expansion of green spaces and the evaluation of specific policies such as the landscaping and screening requirements in the Zoning Ordinance; and updates to the Zoning Ordinance regarding land use and natural resources to align with CECAP and Resilient Fairfax climate goals. This Zoning Ordinance amendment is directly connected to these strategies and has evaluated the regulations specific to landscaping and screening with the acknowledgement that these recommendations can help reduce the effects of climate change.

One Fairfax: One Fairfax is a framework that will be used to consider equity in decision-making and in the development and delivery of future policies, programs, and services. The Board adopted the policy in November 2017. The One Fairfax policy includes seventeen areas of focus, including the area of focus related to this Zoning Ordinance amendment which focuses on a quality built and natural environment that supports a high quality of life for all people. Throughout this process staff has applied the equity lens to identify areas in which equity could be addressed through the landscaping and screening provisions. These provisions apply countywide, and landscaping helps create a healthy, attractive, and livable community for all areas. Regarding transitional screening and barriers, as part of the outreach on this topic, staff posed the question of whether the landscaping and screening provisions serve to separate incompatible land uses or are they perceived more as creating barriers between communities, particularly between residential uses. However, county specific data does not show instances where our landscaping and screening provisions have contributed to inequities.

Proposed Changes

The proposed text is provided in Attachment 1 and is summarized below. Please note that due to the restructuring of Section 5108, this amendment will be advertised as a repeal and replacement of the landscaping and screening provisions contained in Section 5108.

Restructuring: Section 5108 is proposed to be reorganized to reflect the life cycle of establishing landscaping and screening. The purpose, applicability and administration, and general landscaping provisions are provided first, leading into the specific types of landscaping and screening requirements, followed by process and requirements for waivers and modifications, and concluding with the maintenance subsection. The Tree Conservation Ordinance is a separate chapter in the County Code and the last subsection provides a cross-reference to that chapter. Additionally, a new subsection on street frontage landscaping is being introduced as part of the Section. The proposed structure is as follows.

5108	Purpose
5108.1	Applicability and Administration
5108.2	General Landscaping Standards
5108.3	Street Frontage Landscaping
5108.4	Parking Lot Landscaping
5108.5	Transitional Screening and Barriers

5108.6	Waivers and Modifications
5108.7	Maintenance
5108.8	Tree Conservation

Purpose: The purpose of the landscaping and screening section is to create an attractive and harmonious community, conserve natural resources, and lessen the impacts of wind, heat, noise, dust, and glare. This statement has been broadened to support placemaking, encourage mixed-use developments, as well as enhance ecological and social or recreational spaces.

General Landscaping Standards: Currently, the Zoning Ordinance allows suitable existing vegetation to be used to meet the landscaping and screening requirements. This provision is carried forward and proposed changes to transitional screening, as discussed below, will encourage the use of existing vegetation and/or native species. Comments received included support for the use of environmentally tolerant landscaping. These are species that would be able to sustain extreme heat, severe storms, flooding, and other environmental impacts of climate change. See [Table 12.14](#) of the Public Facilities Manual (PFM) which identifies environmentally tolerant species. Therefore, text is being added that gives preference to native and environmentally tolerant landscaping during tree and shrub selection. This would apply to all landscaping requirements of this Section, including parking lot landscaping and transitional screening, and be implemented by LDS’s Forest Conservation staff during review of the associated plan. The use of native and environmentally tolerant species provides a greater likelihood for long-term survivability.

Utility Easements: Currently the Zoning Ordinance does not include provisions that address conflicts between landscaping and the location of utilities. These conflicts can result in landscaping being placed outside of the intended location. Other jurisdictions have incorporated provisions that address conflicts between placement of utility easements and landscaping requirements. Arlington County prohibits the placement of utilities in tree pits. Loudoun County allows new utility easements to be located amongst required landscaping if the plantings are compatible with the easement such as the root structure will not interfere with the utility. Meanwhile, Prince William County prohibits utility easements to be located in the required landscaping. Through this amendment, a new requirement is proposed to require new utility easements be located outside of required landscaping, except to cross perpendicularly, to the greatest extent feasible, as determined by the Director of Land Development Services (the Director). These easements can be placed in other locations on the property such as within the parking lot. In an effort to address concerns raised about cost and unintended consequences, some discretion was given to the Director to determine whether it is feasible to satisfy this requirement. If it is determined to not be feasible, the required landscaping must be provided as close to the required location as possible. In the event the required number of trees cannot be accommodated on the remaining available site area, a modification must be approved by the Board or Board of Zoning Appeals (BZA).

Street Frontage Landscaping: A new requirement for street frontage landscaping is proposed. Street frontage landscaping is a ten-foot-wide landscaping strip parallel to all street lines of a

public or private street consisting of one tree per 30 feet of linear frontage, which is consistent with the existing width and the proposed planting requirement for peripheral parking lot landscaping when abutting a right-of-way. Staff has advertised a range for the Board's consideration of eight to ten feet for the landscaping strip width. Except when transitional screening or peripheral parking lot landscaping is required, the Zoning Ordinance does not currently address planting requirements on private property along roadways. This is a common practice amongst our jurisdictional neighbors. For instance, Loudoun County and Prince William County require plantings for certain road classifications. Additionally, Howard County and Prince George's County, Maryland (MD), have different planting requirements depending on the road classification, with trees required to be spaced between 35 to 50 feet apart, depending on the tree size. Additionally, as noted below, transitional screening is no longer proposed to be required for uses located across the street. Requiring street frontage landscaping would enhance the pedestrian experience on sidewalks adjacent to the roadways and improve air quality. These requirements would apply along public and private streets but would not apply to (1) lots developed with a single-family dwelling unless shown on an approved development plan or PRC plan, (2) internal drive aisles within a development, or (3) along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road. Lastly, in instances where both street frontage landscaping and peripheral parking lot landscaping are required, peripheral parking lot landscaping would take precedent, and is required to include shrubs to further reduce vehicle headlight glare. This would be required when a parking lot abuts the street right-of-way.

Parking Lot Landscaping: Parking lot landscaping provides shade to vehicles parked within the parking lot or exposed portion of a parking structure. This shade provides environmental benefits such as carbon sequestration and reducing the impacts of the Urban Heat Island effect. In addition to providing shade, the trees can enhance the development's overall design by enticing people to visit the property which can lead to placemaking.

Currently, the Zoning Ordinance requires interior and peripheral parking lot landscaping for parking lots with 20 or more parking spaces. During staff review of the parking lot landscaping requirements in neighboring jurisdictions, parking lot landscaping was required for parking lots containing as few as six spaces. Staff believes a reduction in the applicability threshold will promote better planting and canopy coverage within parking areas. During the public outreach process there was support for reducing the number of parking spaces within a parking lot that triggers the requirement for parking lot landscaping. The applicability requirement for providing interior and peripheral parking lot landscaping is proposed to be reduced from the current 20 minimum spaces to a minimum of ten spaces. Staff has advertised a range from 0 spaces up to the current minimum requirement of 20 parking spaces for the Board's consideration. This change will increase the number of parking lots subject to the parking lot landscaping requirements and aims to increase the percentage of tree canopies. This is supported by the revised purpose statement, particularly reducing the impacts of the Urban Heat Island effect.

Interior Parking Lot Landscaping: Currently, when parking lot landscaping is required, it must cover a minimum of five percent of the total area of the parking lot, which is implemented in accordance with [§12-0314](#) of the PFM. The five percent is consistent with the percentage of interior parking lot landscaping required in Loudoun County and Prince William County. However, nationally, in comparable communities, the jurisdictional research and best practice analysis conducted by LSG and Clarion Associates, note that in some areas, five percent is required for dense/transit areas, ten percent in other urban areas, and 15 percent in suburban/rural areas. Staff believes an increase in the minimum percentage from five to ten percent will provide meaningful environmental benefits in additional landscaping and tree cover and in reducing heat island impacts. A range of five to 20 percent has been advertised for the Board’s consideration. Additionally, to encourage the use of solar within the county, the amendment allows for shade structures with solar collection systems to be used to meet a portion of the interior parking lot landscaping requirements. However, since authorization of the amendment, staff discovered the proposed text needed to be clarified. The text has since been revised to clarify that up to half of the required interior parking lot landscaping may be satisfied through shade structures with solar collection systems, with the remainder of the requirement satisfied by shade trees. This change is shown in Attachment 1 with strike-through and underline as compared to the text presented at authorization.

Staff has been mindful of how the new, generally lower parking rates adopted with the Parking Reimagined Zoning Ordinance Amendment (Parking Reimagined) will relate to the interior parking lot landscaping requirements. For comparison purposes, LSG Landscape Architecture calculated the interior parking lot landscaping for the current parking rates based on five percent interior parking lot landscaping and calculated the interior parking lot landscaping at ten percent for the recently approved minimum requirements (base rate) adopted with Parking Reimagined. Even with the reduction allowed by Parking Reimagined, the proposed increase in interior parking lot landscaping will result in more trees than currently being provided.

The current Zoning Ordinance requires interior parking lot landscaping to be dispersed throughout the parking lot to maximize the shade provided to the parked vehicles. While this language allows for flexibility in design, other jurisdictions require specific locations where trees should be planted. For instance, Loudoun and Arlington Counties require landscaping to be provided at the end of every row of parking spaces. Meanwhile, Montgomery County, MD, limits the maximum number of parking spaces between planting areas to 20 parking spaces. Howard County, MD, reframes this requirement to be one planting area per every 20 parking spaces. Similarly, Prince George’s County, MD, requires an average of one planting area per every ten contiguous parking spaces. A spatial requirement of an average of one planting area for every ten contiguous



Figure 1. Example Planting Area Distribution

parking spaces has been proposed. Figure 1 shows an example of this proposed requirement. However, a range of one planting area for every eight up to 20 parking spaces will be advertised for the Board's consideration. This proposed change will create a more uniform distribution of shade within the parking lot which will assist in minimizing the Urban Heat Island effect.

Currently, the parking lot landscaping requirements apply to both surface parking lots as well as parking structures. However, the exposed portion of a parking structure is typically not a suitable environment for trees, and they tend to not grow enough to provide the intended shade. Though some developments have provided interior parking lot landscaping on parking structures, others have provided the required amount of landscaping at ground level around the base of the parking structure which is a permitted modification of the requirements. Providing shade on the top level of a parking structure is important and provides environmental benefits such as improving air quality. Therefore, it is recommended that shade structures that provide shade to ten percent of the total surface area of the parking structure exposed – open to the sky – be required for parking structures that have an exposed surface containing ten or more parking spaces. However, an option to consider applying this provision to parking structures with a minimum of ten up to 20 parking spaces will be advertised for the Board's consideration. Shade structures could include canopies, canopies with vegetative roofs, or a solar collection system. The shade structure would need to be permanent and not made of temporary material such as fabric. Additionally, the shade structure may exceed the applicable maximum height requirement by up to 16 feet. Alternatively, the required shade structure could be provided by shade trees, but they would need to be located on the exposed part of the parking structure, not at ground level. A combination of shade structures and trees would also be suitable. Staff discovered after authorization that a clarification was also needed for the text regarding solar collection systems as shade structures on exposed parking structures. The text has been revised to clarify that a minimum of five percent of the total area of the exposed portion of the parking structure must be covered, if the shade structures are solar collection systems. A range of up to half of the requirement in subsection 5108.4.B(1) has been advertised for the Board's consideration. This change is shown in Attachment 1 through the strike-through and underlined format.

The location of parking lot lighting often hinders the placement of interior parking lot landscaping. When the placement of light poles takes precedence over the placement of landscaping, an uneven distribution of landscaping can occur. The separation of light poles and trees can be beneficial. For instance, locating light poles away from trees ensures that the parking lot lighting is not obstructed, which contributes to the safety and security of the parking lot after dark. Additionally, the separation can contribute to the health of the tree. Therefore, the proposed amendment requires a minimum distance of 15 feet between a light pole and a required tree. An option for the minimum distance to range from 15 up to 20 feet has been advertised for the Board's consideration.

Peripheral Parking Lot Landscaping: As noted above, peripheral parking lot landscaping is currently required for parking lots with 20 or more parking spaces. When the property abuts street right-of-way, a ten-foot-wide landscaping strip is required between the parking lot and

the property line. Within this landscaping strip, one tree is required for every 40 linear feet. Staff recommends increasing this ratio to one tree for every 30 linear feet to be aligned with the proposal for street frontage landscaping and the urban design guidelines. This will increase the number of trees lining roadways, create a more uniform street frontage, and improve the pedestrian realm with increased shade and landscaping. When the parking lot does not abut the street right-of-way, the Zoning Ordinance requires a landscaping strip in accordance with the PFM. This reference to the PFM was added as part of the Zoning Ordinance Modernization (zMOD) project and replaced the specific planting requirements in the previous Ordinance. However, for ease of reference and since the PFM is only a guide, these standards are proposed to be restored to the Zoning Ordinance. The proposed standard would require the minimum width of any planting area to be at least four feet between the center of a tree and a restrictive barrier, such as a curb or pavement, therefore yielding an eight-foot-wide landscaping strip. This would increase the requirement from a four-foot-wide strip in the previous Zoning Ordinance. This change is to account for tree growth and is currently required as part of the site plan review by LDS's Forest Conservation staff. Additionally, trees would be required to be planted every 50 linear feet.

To improve visual separation and the screening of vehicle headlight glare, a requirement for shrub plantings to be part of the peripheral parking lot landscaping is proposed. This new provision includes a planting requirement of eight shrubs for each 30 linear feet of the landscaping strip, with the shrubs being 30 inches in height at the time of planting for a height of four feet at maturity when the property is abutting the street right-of-way. However, when property does not abut the street right-of-way, the requirement would be at least 13 shrubs, planted at a height of 30 inches, for each 50 linear feet of the landscaping strip, for a height of four feet at maturity.

Transitional Screening and Barriers: Transitional screening and barriers are provided between dissimilar uses to reduce the impact of the more intensive use. Currently, transitional screening and barriers are not only required for uses contiguous to the subject property but for uses located across the street. This is one of the more common waiver or modification requests during the entitlement process as well as site plan review for by-right projects. Given the physical separation provided by a street, staff recommends removing the requirement to provide transitional screening and barriers for uses located across a street. However, peripheral parking lot landscaping and street frontage landscaping would apply along this right-of-way.

Transitional Screening and Barrier Table Structure: Currently, Table 5108.2 organizes the required transitional screening and barrier types by use. Individual land uses are organized into 18 different groups that require screening and/or barriers from one another. This approach is not in line with modern screening practices and the table itself is difficult to navigate. Rather than retain the existing groupings that were carried over from the previous Zoning Ordinance, the table structure has been simplified. The proposed table is based on four Use Classifications, with individual uses listed separately that could have a greater or lesser impact than other uses within their classification. These uses include single-family dwelling, attached and detached; solar power facility; utility facility, heavy; vehicle repair and maintenance, heavy; and craft

beverage production establishment. With the redesign of the table, staff tried to carry forward existing requirements and minimize the number of changes proposed; however, there are instances where the conversion resulted in an increase or decrease in the amount of required transitional screening. In addition to being a more relevant and best practice approach to requiring transitional screening and barriers, the simplification of the table will be more user friendly. The proposed table can be viewed in the proposed Table 5108.2 within Attachment 1.

Planting Requirements: Transitional screening is required to be comprised of a mixture of 70 percent evergreen trees, and no more than 35 percent of any single species of evergreen or deciduous tree. Much of the existing vegetation within the county is deciduous trees and there are only six native evergreen tree species listed in the PFM. Therefore, these specific planting requirements for transitional screening cannot typically be met through use of existing vegetation. During public outreach, there was strong support for retaining existing vegetation as well as the use of native trees. Mature trees, especially native species, provide greater ecosystem, wildlife, and climate benefits than newly planted vegetation. Furthermore, the conservation of existing vegetation has many environmental benefits such as carbon sequestration and management of vital atmospheric, water, soil, and ecological resources. The ability to use existing vegetation to meet landscaping and screening requirements can be an incentive for developers by minimizing the cost of purchasing new landscaping materials to meet the requirements. To further facilitate and encourage the use of existing vegetation and native trees, the proposed amendment allows a variation in the required mix of evergreen and deciduous trees required within transitional screening areas. An alternative mixture of evergreen and deciduous trees would be permitted if the mixture results in no less than 50 percent evergreen trees, and at least 25 percent of the transitional screening area contains existing vegetation and/or new native trees. Native species are described by the PFM as those known to occur naturally (i.e., not assisted by human movement) in Fairfax County as indicated in the [Digital Atlas of Virginia Flora](#). An option to allow from 30 up to 70 percent evergreen trees and a retention percentage of 15 up to 35 percent will be advertised for the Board's consideration. This alternative mixture will address the use of existing trees and native species while providing the necessary screening between uses.

Screening Requirements: There are three types of transitional screening (Types 1, 2, and 3) which require a strip of open space with a specific width (25, 35, or 50 feet) and planting requirements. Transitional screening must be provided on the lot of a more intensive use when located contiguous to another less intensive use. Currently, a single-family attached dwelling development is required to provide a 25-foot-wide transitional screening strip and a 42 to 48-inch-tall solid wood or otherwise architecturally solid fence when abutting a single-family detached dwelling development. There are many single-family developments within the county that have been purposefully designed with a mix of single-family detached and attached units. In staff's opinion, single-family attached and detached dwellings are not incompatible uses, and this requirement is proposed to be removed. A 25-foot-wide transitional screening requirement is still proposed between single family and multifamily developments.

To encourage pedestrian connections, when a connection cannot be designed parallel to the transitional screening, a sidewalk, trail, or shared use path may be allowed within the transitional screening area if the connection runs perpendicular through the transitional screening area and the width of the connection is not more than ten feet.

Barriers: Currently, the Zoning Ordinance details eight barrier requirements varying from walls, hedges, and fences. One of these barrier requirements is an evergreen hedge (Barrier Type C) which is required to be 42 to 48 inches in height with a minimum planting size of 36 inches and planted 36 inches on center. Staff recommends removing the spacing requirement and instead incorporate language that requires the creation of a uniform hedge at maturity. Planting location and density can be determined by County Urban Foresters with LDS's Forest Conservation Branch during review of the Landscape Plan. Additionally, current Barrier Types D and G allow a chain link fence to be used as a barrier. A chain link fence does not provide a similar opacity or a visual screening as the other barrier requirements of a brick or architectural block wall; solid wood or otherwise architecturally solid fence; or evergreen hedge. Therefore, the chain link fence is not achieving the intent of barrier requirements to visually screen incompatible land uses and is proposed to be removed from the barrier types. Similarly, Barrier H (one row of 6-foot trees, planted 50 feet on center) does not provide a similar opacity as the other barrier types and was not carried forward. Lastly, in unusual circumstances related to topography, or to alleviate specific problems with nuisance issues such as glare or noise, the Director may allow the use of an earth berm or more specialized barrier materials. The proposed barrier requirements can be viewed in Table 5108.1 within Attachment 1.

Waivers and Modifications: The Zoning Ordinance currently allows for waivers and modifications to be pursued for both parking lot landscaping, and transitional screening and barriers. At present, opportunities for waivers and modifications can be found in subsections 5108.5 and 5108.7. To reduce confusion and for ease of reference, the waiver and modification provisions have been consolidated into the same subsection. Lastly, the proposed changes differentiate between what waivers or modifications can be approved by the Board, BZA, and the Director. If a waiver or modification is requested through the site plan process that is outside of the Director's authority, the request could be sent to the Board as a general waiver, which is similar to the process for parking reductions.

Maintenance: During the review and outreach of this amendment, a reoccurring issue regarding maintenance of the trees required to be planted was identified. Comments were made that often times landscaping located within a parking lot or along a street frontage is not being kept in healthy growing condition due to improper pruning, lack of proper soil depth, and/or impingement on root growth. An example of improper pruning of interior parking lot landscaping is provided in Figure 2. It is believed that improper pruning often occurs to increase the visibility of the businesses located on the property, but in doing so the health of the trees is impacted and their ability to effectively provide shade or screening is reduced. Therefore, the

proposed amendment includes clarifying language that addresses these maintenance issues such as proper pruning, proper soil depth, and preventing impingement on root growth. Aside from this change, the current maintenance requirements are proposed to be brought forward.



Figure 2. Example of Improper Pruning

Other proposed changes: As a result of the changes being proposed to Section 5108, changes are also being proposed to the additional standards related to landscaping and screening for the Commercial Revitalization Districts (subsection 3102.3.E). These changes include updating references; reducing the minimum number of parking spaces within a parking lot that is required to provide parking lot landscaping from 20 parking spaces to ten; clarifying and updating the caliper requirements for deciduous trees; and removing a decorative tubular steel or aluminum fence as a barrier requirement due to the lack of opacity provided.

Appendix 1 – Provisions Related to Previous Approvals: While not part of the Zoning Ordinance, staff recommends language be added to Appendix 1 – Provisions Relating to Previous Approvals to address applications submitted and accepted for review before the effective date of this amendment. The proposed language would allow the applications to be reviewed under the provisions of the Zoning Ordinance in effect prior to the adoption of this amendment. Additionally, for applications approved before the effective date of this amendment, the applicant or owner may continue under their previous approval or elect to utilize the requirement approved under this amendment.

Summary

Overall, the proposed amendment reorganizes the landscaping and screening Section of the Zoning Ordinance; increases the percentage of interior parking lot landscaping; establishes shade structure requirements for parking structures; revises the transitional screening and barrier requirements; establishes requirements for street frontage landscaping; and modifies a variety of other landscaping and screening regulations. It is recommended that the amendment become effective at 12:01 a.m. on the day following adoption.

Attachment 1: Proposed Text

#1 INSTRUCTION: Repeal and Replace Section 5108 with the following text. Advertised options are included *(in parentheses, italics, and bold)*. When an option is presented as a range, the Board may approve any number within the advertised range.

Article 5 – Development Standards

5108. Landscaping and Screening

The purpose of this section is to provide for effective and functional landscaping and screening to create an attractive and harmonious community by minimizing the impact of dissimilar, adjoining uses. Placemaking opportunities are enhanced by encouraging connected, walkable, and open communities through enhanced shade and pathways for pedestrian use. Natural resource conservation is promoted, including soil, air, and water quality while enhancing ecological and social or recreational spaces. Provisions in this section lessen the impact of wind, heat, noise, dust, and other debris, and motor vehicle headlight glare or other artificial light intrusion.

Appropriate landscaping provides shade, which can reduce health-related impacts from extreme heat, and contributes toward compliance with the Federal Clean Air Act by reducing levels of carbon dioxide and helping to alleviate atmospheric heat island production and other negative effects on the air quality and ozone levels produced by accelerated fuel evaporation from vehicles parked on non-shaded pavement. Provisions also promote adequate planting areas for healthy development of trees.

1. Applicability and Administration

- A. The Director is responsible for the administration of this section.
- B. The provisions of this section apply to all development subject to the provisions of subsection 8100.7.

2. General Landscaping Standards

A. Conformance with Public Facilities Manual

The planting, including the height and caliper requirements, and maintenance of all trees and shrubs must be in accordance with the Public Facilities Manual.

B. Vegetation

- (1) Suitable existing vegetation, as determined by the Director, will be used to meet the requirements of this Section and the Public Facilities Manual.
- (2) Preference should be given to native species and environmentally tolerant species identified in the Public Facilities Manual.

C. Commercial Revitalization Districts and PTC District

In a Commercial Revitalization District and in the PTC District, parking lot landscaping and transitional screening and barriers must be provided in accordance with the provisions of subsection 3102 and 2105.6 respectively.

D. Utility Easements

New utility easements must be located outside of landscaping areas required under this Section, except to cross perpendicularly, to the greatest extent feasible, as determined by the Director. If satisfying this requirement is determined by the Director to not be feasible, the required landscaping must be provided as close to the required location as possible. If the required number of trees per subsection 5108.3, subsection 5108.4, and subsection 5108.5 cannot be accommodated on the remaining available site area, a modification must be approved by the Board or BZA in accordance with subsection 5108.6.A(4).

E. Landscaping Plan and Planting Requirements

- (1) A landscaping plan must be submitted as required by proffered or development conditions, an approved development plan, and subsection 8100.7. A landscaping plan may also be required for a minor site plan, as determined by the Director.
- (2) Landscaping plans must be drawn to scale, including dimensions and distances, and clearly delineate all existing and proposed parking spaces or other vehicle areas, access aisles, driveways, and the location, size, and description of all landscaping materials in accordance with the Public Facilities Manual and the requirements of this Section.
- (3) Landscaping required by this Section must be shown on the landscape plan and must be completed according to specifications before approval of any Residential or Nonresidential Use Permit in accordance with subsection 8100.9.B.

3. Street Frontage Landscaping

A. Street Frontage Landscaping Requirements

- (1) Street frontage landscaping must be provided parallel to all street lines of a public or private street.
- (2) Street frontage landscaping must consist of a ten-foot-wide landscaping strip (*eight to ten feet*), exclusive of a sidewalk or trail, containing at least one tree per 30 linear feet of frontage, but trees are not required to be planted on 30-foot centers.
- (3) Where street frontage landscaping required by this subsection conflicts with street planting regulations of the Virginia Department of Transportation, the regulations of the latter govern.

B. Exceptions

- (1) Street frontage landscaping is not required for lots developed with a single-family dwelling unless shown on an approved development plan or PRC Plan.
- (2) Street frontage landscaping is not required parallel to internal drive aisles within a development, or along a railroad, interstate highway, the Dulles International Airport Access Highway, or the combined Dulles International Airport Access Highway and Dulles Toll Road.
- (3) Where peripheral parking lot landscaping is required by this Section, street frontage landscaping is not required.

4. Parking Lot Landscaping

A. Interior Parking Lot Landscaping

- (1) Amount Required

- (a) Any lot or parcel containing ten or more surface parking spaces (**up to 20 parking spaces**), including surface parking lots expanded to provide ten or more spaces, (**up to 20 parking spaces**) must include interior landscaping covering a minimum of ten percent (**five to 20 percent**) of the total area of the surface parking lot. Interior parking lot landscaping must be calculated in accordance with the Public Facilities Manual.
 - (b) ~~Up to five percent (**up to 10 percent**) of the required interior parking lot landscaping may be satisfied through the use of a solar collection system.~~ Up to half of the required interior parking lot landscaping in subsection 5108.4.A(1)(a) may be satisfied through shade structures with solar collection systems, with the remainder satisfied by shade trees.¹
 - (c) For calculation purposes, interior parking lot landscaping does not include any planting or landscaping within six feet of a building, any planting or landscaping required as peripheral parking lot landscaping, and any transitional screening required by subsection 5108.5.B.
- (2) Planting Requirements**
- (a) The primary landscaping materials used in parking lots must be trees that provide shade at maturity. Shrubs and other planting material may be used to complement the tree landscaping but may not be the sole contribution to the landscaping.
 - (b) An average of one planting area, as defined in the Public Facilities Manual, is required for every ten contiguous parking spaces (**eight to 20 parking spaces**).
 - (c) The location of landscaping materials used in parking lots must not impede the accessibility of ADA compliant parking spaces.
- (3) There must be a minimum distance of 15 feet (**15 to 20 feet**) between a light pole and a tree required by this Section unless modified by the Director in accordance with subsection 5108.6.B(5).
 - (4) The interior dimensions of any planting area must be large enough to protect all landscaping materials in conformance with the Public Facilities Manual.
 - (5) Interior parking lot landscaping is not required for storage yards.

B. Shade Structures

- (1) Any parking structure with an exposed surface containing ten or more parking spaces (**up to 20 parking spaces**) must include shade structures covering a minimum of ten percent (**five to 20 percent**) of the total area of the exposed portion of the parking structure. Alternatively, the required percentage of shade may be provided through shade trees or a combination of trees and shade structures, located on the exposed portion of the parking structure, as required for interior parking lot landscaping in subsection 5108.4.A.
- (2) Shade structures include canopies, solar collection system, or similar structures. Structures must be permanent and not made of temporary materials such as fabric. ~~If a solar collection system is used to meet the shade structure requirement, the solar collection system can satisfy five percent of the percentage required in subsection 5108.4.B(1).~~

¹ The proposed language has been updated since the Board's authorization of this amendment to clarify the intent of the proposed provision. The changes are shown in strikethrough and underlined format as compared to the text at authorization.

- (3) If the shade structures are solar collection systems, a minimum of five percent (up to half of the requirement in subsection 5108.4.B(1)) of the total area of the exposed portion of the parking structure must be covered.²
- ~~(3)~~ (4) The shade structures required by this Section may exceed the maximum height requirement by up to 16 feet.

C. Peripheral Parking Lot Landscaping

Any lot containing ten or more surface parking spaces (*up to 20 parking spaces*), including parking lots expanded to provide ten or more spaces (*up to 20 parking spaces*), where transitional screening is not required by subsection 5108.5.B must provide peripheral parking lot landscaping as follows.

(1) Property Does Not Abut Street Right-of-Way

- (a) A continuous landscaping strip must be provided between the parking lot and the abutting property lines, except where driveways, pedestrian access, or other openings may necessitate other treatment.
- (b) At least 13 shrubs, planted at a height of 30 inches, for each 50 linear feet must be planted in the landscaping strip to grow to a height of at least four feet at maturity. The selection and placement of the shrubs must be designed to create adequate screening of vehicle headlights at maturity.
- (c) The minimum width of any planting area must provide at least four feet between the center of a tree and a restrictive barrier, such as a curb or pavement, unless modified in accordance with subsection 5108.6.A.
- (d) At least one tree for each 50 linear feet must be planted in the landscaping strip; however, trees are not required to be planted on 50-foot centers.

(2) Property Abuts Street Right-of-Way

- (a) A continuous landscaping strip ten feet in width must be located between the parking lot and the property line, except where driveways, pedestrian access, or other openings may necessitate other treatment, and may not include a sidewalk, or trail.
- (b) At least one tree for each 30 linear feet must be planted in the landscaping strip; however, trees are not required to be planted on 30-foot centers.
- (c) At least eight shrubs, planted at a height of 30 inches, for each 30 linear feet must be planted in the landscaping strip to grow to a height of at least four feet at maturity. The selection and placement of the shrubs should be designed to create adequate screening of vehicle headlights at maturity.
- (d) Where peripheral landscaping required by this subsection conflicts with street planting regulations of the Virginia Department of Transportation, the regulations of the latter govern.

5. Transitional Screening and Barriers

A. Applicability

- (1) Transitional screening and barriers must be provided on the lot of the use indicated in the left column of Table 5108.2 where it is adjacent to land used or zoned for uses indicated across the top of Table 5108.2. The uses are grouped by use classification, consistent with Article 4.

² The proposed language has been updated since the Board's authorization of this amendment to clarify the intent of the proposed provision. This language has been added and the language in subparagraph 2 is being struck.

- (2) The more stringent requirements of the Table 5108.2 apply if the lot will contain more than one use or classification of uses in Table 5108.2; however, the lesser requirement will apply on a side where only the use with the lesser requirement is located.
- (3) In a P district, screening and barrier requirements apply to the boundaries of the development and do not apply to individual lots or uses interior to the development, unless shown on the approved PRC plan or development plan.
- (4) In addition to the standards established in Article 4 for a particular use, all uses allowed by special exception or special permit are required to provide transitional screening and barriers as determined by the Board or BZA, in accordance with Table 5108.2.
- (5) Transitional screening and barriers are not required between different dwelling unit types within an affordable dwelling unit development.
- (6) The following uses are not included in Table 5108.2 and are subject to the standards below:
 - (a) Agricultural operation does not require transitional screening or barriers.
 - (b) Wireless facility is subject to the requirements of subsection 4102.4.Y.
 - (c) The following uses may be required to provide transitional screening and barriers as determined by the Board or BZA: agritourism, campground; cemetery; farm winery, limited brewery, or limited distillery; group household; marina (commercial or private noncommercial); office in a residential district; and riding or boarding stable.
 - (d) A public use is subject to the requirements of the most similar use as determined by the Director in consultation with the Zoning Administrator. For a public use, the transitional screening and barrier which is to be provided in conjunction with the use, may be of such dimensions and location as approved by the Board.

B. Transitional Screening Requirements

(1) Types of Transitional Screening

There are three different transitional screening requirements as identified in Table 5108.2 that must be provided in accordance with Chapter 12 of the Public Facilities Manual and as follows:

(a) Transitional Screening 1

Transitional Screening 1 consists of a strip of open space a minimum of 25 feet wide and planted with all of the following:

1. A mixture of large and medium evergreen trees and large deciduous trees that achieve a minimum ten-year tree canopy of 75 percent or greater;
2. A mixture of trees consisting of at least 70 percent evergreen trees, and consisting of no more than 35 percent of any single species of evergreen or deciduous tree; and
3. A mixture of predominately medium evergreen shrubs at a rate of three shrubs for every ten linear feet for the length of the transition yard area. The shrubs must generally be located away from the barrier and staggered along the outer boundary of the transition yard.

(b) Transitional Screening 2

Transitional Screening 2 consists of a strip of open space a minimum of 35 feet wide and planted as required in subsections 5108.5.B(1)(a)1, 2, and 3 above.

(c) Transitional Screening 3

Transitional Screening 3 consists of a strip of open space a minimum of 50 feet wide planted as required in subsections 5108.5(B)(1)(a)1, 2, and 3 above.

- (2) An alternative mixture of evergreen and deciduous trees, as required by subsection 5108.5(B)(1)(a)2, is permitted if it results in no less than 50 percent **(30 to 70 percent)** evergreen trees, and at least 25 percent **(15 to 35 percent)** of the transitional screening area contains existing vegetation and/or new native trees.
- (3) A perpendicular sidewalk, trail, or shared use path up to ten feet in width may be allowed within transitional screening.
- (4) The transitional screening yard width and planting requirements may be reduced as much as two-thirds where a six-foot brick or architectural block wall is provided instead of the barrier required.

C. Barrier Requirements

(1) Barrier Location

- (a) Barriers may be located at the property boundary or between the transitional screening and use requiring the screening.
- (b) The faced or finished side of the barrier must be facing the adjacent use with any bracing, supports, or posts located on the side of the barrier facing the use requiring the barrier.

(2) Types of Barriers

- (a) Table 5108.1 identifies different barrier requirements, which must be provided in accordance with Table 5108.2. The applicant may choose the type of barrier if more than one type is allowed under Table 5108.2.
- (b) In unusual circumstances related to topography, or to alleviate specific problems with nuisance issues such as glare and noise, the Director may allow the use of an earth berm or more specialized barrier material in lieu of, or in combination with, any of the barrier types set forth below.

TABLE 5108.1: Barrier Requirements by Type			
Barrier Type	Height	Materials	Other Standards
A	42-48 inches	Wall of brick or architectural block	N/A
B	42-48 inches	Solid wood or otherwise architecturally solid fence	N/A
C	42-48 inches	Evergreen hedge	Planting size minimum 36 inches and planted to create a uniform hedge at maturity.
D	6 feet	Wall of brick or architectural block	N/A
E	6 feet	Solid wood or otherwise architecturally solid fence	N/A

TABLE 5108.2: Transitional Screening and Barrier Type Requirements
 Numbers in individual cells represent transitional screening type required (1, 2, or 3)
 Letters in individual cells represent barrier type required (A through E)

Adjacent Use									
Use Classification	Single-Family Dwelling, Attached and Detached	All Other Residential Uses	Solar Power Facility	Utility Facility, Heavy	All Other Public, Institutional, and Community Uses	Vehicle Repair and Maintenance, Heavy	All Other Commercial Uses	Craft Beverage Production Establishment	All Other Industrial Uses
Residential Uses									
Single-Family Dwelling, Attached and Detached	None	None	None	None	None	None	None	None	None
All Other Residential Uses	Type 1 Barrier D or E	None	None	None	None	None	None	None	None
Public, Institutional, and Community Uses									
Solar Power Facility	Type 3 Barrier D or E	Type 2 Barrier D or E	None	None	Barrier D or E	None	Barrier D or E	Barrier D or E	None
Utility Facility, Heavy	Type 3 Barrier D or E	Type 3 Barrier D or E	None	None	Type 1 Barrier A, B or C	None	Barrier D or E	Barrier D or E	None
All Other Public, Institutional, and Community Uses	Type 2 Barrier D or E	Type 2 Barrier D or E	None	None	None	None	None	None	None
Commercial Uses									
Vehicle Repair and Maintenance, Heavy	Type 3 Barrier D or E	Type 3 Barrier D or E	Barrier D or E	Barrier D or E	Type 1 Barrier D or E	None	Type 1 Barrier D or E	Barrier D or E	Barrier A, B or C
All Other Commercial Uses	Type 2 Barrier D or E	Type 2 Barrier D or E	None	None	Barrier D or E	None	None	None	None
Industrial Uses									
Craft Beverage Production Establishment	Type 2 Barrier D or E	Type 2 Barrier D or E	None	None	Type 1 Barrier A, B or C	None	None	None	None
All Other Industrial Uses	Type 3 Barrier D or E	Type 3 Barrier D or E	Barrier D or E	Barrier D or E	Type 1 Barrier D or E	Type 1 Barrier D or E	Type 1 Barrier A, B or C	Type 1 Barrier D or E	None

6. Waivers and Modifications

- A.** The Board, in conjunction with the approval of proffered conditions, a PRC plan, a special exception; or through a General Waiver associated with a site plan, or the BZA in conjunction with the approval of a special permit, may modify or waive the requirements of this Section as follows:
- (1)** The transitional screening and barrier requirements may be waived or modified if the topography of the lot providing the transitional screening and the adjacent lot being protected is such that transitional screening or a barrier would not be effective.
 - (2)** Parking lot landscaping planting requirements for interim uses of a specified duration, or where deemed appropriate, may be modified when the modification or waiver does not create a harmful effect on the existing and planned development of adjacent properties.
 - (3)** Parking lot landscaping may be modified to allow the planting of less than one planting area for every ten contiguous parking spaces when the resulting configuration results in the appropriate amount of shade for vehicles parked in the parking lot.
 - (4)** When there is a conflict between the required landscaping of subsection 5108.3, subsection 5108.4, and subsection 5108.5 and the location of a new utility easement, the required landscaping may be modified if the required landscaping cannot be accommodated on the remaining available site area as a result of the building placement and lot configuration.
- B.** The Board in conjunction with the approval of proffered conditions, PRC plan, special exception, the BZA in conjunction with the approval of a special permit, or the Director in conjunction with a site plan, may waive or modify the requirements of this Section as follows:
- (1)** The transitional screening, barriers, and street frontage landscaping may be modified if they are specifically designed to minimize adverse impacts such as noise, glare, vehicular traffic, unsightly views, and incompatible land uses through a combination of architectural and landscaping techniques such as building placement, lot configuration, and additional landscaping provided beyond the landscaping required by this subsection.
 - (2)** The transitional screening, barriers, and street frontage landscaping may be modified if they are specifically designed in accordance with the approved urban design guidelines.
 - (3)** The street frontage landscaping, transitional screening, or barrier requirements may be waived or modified if:
 - (a)** The topography of the lot providing the trees and the adjacent lot is such that the required trees would not provide screening; or
 - (b)** The topography or other conditions of the lot, where the trees would be located, would cause the trees to not be viable.
 - (4)** A reduction in the percent of interior parking lot landscaping required in accordance with subsection 5108.4.A(1) is not permitted. However, the interior parking lot landscaping requirement in subsection 5108.4.A(2)(b) may be modified if the shape or size of the lot or parcel would preclude the arrangement of planting areas for every ten contiguous spaces.
 - (5)** A reduction in the distance required between light poles and a required tree may be waived or modified if the topography or other conditions of the lot would not cause a reduction in lighting of the parking lot or impact the growth of the tree.

7. Maintenance

- A.** The owner or their agent is responsible for the maintenance, repair, and replacement of all landscaping materials and barriers as may be required by this Section.
- B.** All plant material must be tended and maintained in a healthy growing condition including proper pruning, proper soil depth, and preventing impingement on root growth, replaced when necessary due to poor health or unsafe conditions, and kept free of refuse and debris.
- C.** Fences and walls must be maintained in good repair. Openings within the barriers may be required by the Director for accessibility to an area for necessary maintenance.
- D.** When tree conservation is required on individual lots in residential districts, the homeowner, subsequent to Residential Use Permit issuance, is not precluded from adding, removing, or relocating such landscaping.
- E.** All landscaping must be installed and maintained in substantial conformance with any proffered conditions or with any approved development plan, PRC plan, special exception, special permit, or variance as determined by the Zoning Administrator. Any removal or replacement of required landscaping requires approval by the Director after coordination with the Zoning Administrator.
- F.** The removal or replacement of any landscaping depicted on an approved site plan that is not subject to any of the approvals listed in subsection 5108.7.E above requires Director approval.
- G.** Any landscaping required by subsections 5108.7.E and 5108.7.F above that is removed or replaced without the written permission of the Director must be replaced at the owner's expense with new landscaping of the appropriate species and equal to or as large in total canopy area at the time of planting as the required landscaping that was removed as determined by the Director.

8. Tree Conservation

Tree conservation requirements are set forth in Chapter 122 of the County Code and the Public Facilities Manual.

The following proposed changes are a result of the repeal and replacement of Section 5108 Landscaping and Screening. The proposed changes are based on the provisions of the adopted Zoning Ordinance in effect as of October 24, 2023. Additions are shown as underlined while deletions are shown as ~~strikethrough~~.

INSTRUCTION #2: Update references in subsection 3102.3(E); reduce the number of parking spaces required to trigger parking lot landscaping from 20 parking spaces to ten; clarify and update the caliper requirements for deciduous trees; and remove a type of fencing as a barrier requirement.

Article 3 - Overlay and Commercial Revitalization Districts

3102. Commercial Revitalization Districts

3. Standards Applicable to All Commercial Revitalization Districts

E. Additional Standards

(4) Landscaping and Screening

The landscaping and screening requirements of Section 5108 apply, except as set forth below. When the following provisions require a determination of feasibility of meeting the requirements on a lot, the Director may make the determination through the approval of a site plan, or the Board may make the determination by special exception in accordance with subsection 8100.3.

(a) The interior parking lot landscaping requirements of subsection 5108.54.A apply as follows:

1. When a proposed expansion or enlargement of an existing development results in a parking lot containing ~~20~~ ten or more parking spaces, the interior parking lot landscaping requirements apply to the parking lot unless waived or modified in accordance with subsection 5108.6 ~~the Director determines that it is not feasible to meet the requirement or that compliance with the requirement will adversely impact the required off-street parking.~~
2. The interior parking lot landscaping requirements apply for redevelopments and new developments.

(b) The peripheral parking lot landscaping requirements of subsection 5108.5-B4.C apply as follows:

1. The peripheral parking lot landscaping requirements of subsection 5108.5-B(1)4.C(1) concerning when a property line abuts land that is not the right-of-way of a street do not apply to expansions or enlargements of existing developments.
2. The requirements of subsection 5108.5-B(1)4.C(1) apply to redevelopments or new developments. However, where there are landscaping or design provisions in the Urban Design Guidelines Comprehensive Plan that recommend a planting strip or other streetscape treatment with a different width or different plant materials than those required by subsection 5108.5-B4.C, then the standards in the ~~Comprehensive Plan~~ Urban Design Guidelines apply.

3. The peripheral parking lot landscaping requirements of subsection 5108.5-B(2)4.C(2) concerning when the property line abuts the right-of-way of a street do not apply for expansions or enlargements of existing developments, redevelopments, and new developments. However, the following are required:
- a. A ten-foot-wide landscaping strip, which may not include any sidewalk, trail, or parallel utility easement, must be located on the lot where it abuts a street right-of-way line.
 - b. If there are no existing or proposed overhead utility lines, there must be at least one large deciduous tree planted in the landscaping strip for each 30 feet of length, but the trees are not required to be installed at a spacing of one tree every 30 feet on center. If there are overhead utility lines, at least one small to medium deciduous tree must be planted in the landscaping strip for every 25 feet of length, but the trees are not required to be installed at a spacing of one tree every 25 feet on center. Trees planted in a landscaping strip beneath overhead utility lines must be of a shape and character to avoid interfering with the utility lines.
 - c. All deciduous trees must be ~~two and one-half to~~ at least three inches in caliper, or in accordance with the Urban Design Guidelines, at the time of planting.
 - d. If there are landscaping or design provisions in the Urban Design Guidelines Comprehensive Plan that recommend a planting strip or other streetscape treatment with a different width or different plant materials than set forth above, then the provisions of the Urban Design Guidelines Comprehensive Plan apply.
 - e. The above requirements may be modified or waived for expansions or enlargements of existing developments when it is determined that it is not feasible to meet these requirements on the lot.
- (c) The transitional screening and barrier requirements of subsection 5108.65.B apply as follows:
1. For new development and redevelopment, or for expansions or enlargements of existing developments, the transitional screening and barrier requirements apply. If there are landscaping or design provisions in the Urban Design Guidelines Comprehensive Plan that recommend a planting strip or other streetscape treatment with a different width, a different number of plantings, or different plant materials than required by subsection 5108.65, then the provisions of the Urban Design Guidelines Comprehensive Plan apply.
 2. When the peripheral planting requirements of subsection (b)3 above, are required and provided in accordance with that subsection, they are deemed to meet the transitional screening requirement for that portion of the lot.
 3. In addition to the above and to the provisions of subsection 5108.65.C, transitional screening may be modified or waived when a barrier is provided. The barrier must consist of a decorative brick or block wall, ~~a decorative tubular steel or aluminum fence~~, or an alternative treatment that is compatible with treatments prevalent in the district or provisions of the Urban Design Guidelines Comprehensive Plan. Any alternative treatments must be approved by the Director.
 4. For all of the above, the requirements may be modified or waived by the Board by special exception in accordance with subsection 8100.3.

As a result of Section 5108 being repealed and replaced a new paragraph will be added to Appendix 1, subsection 2.B to address previous approvals and applications in process. New language is provided in the underline format.

APPENDIX 1 – PROVISIONS RELATING TO PREVIOUS APPROVALS

Below are the general provisions for this Ordinance, followed by the provisions for specific Zoning Ordinance amendments relating to applicability and previous approvals. They are not part of the adopted Zoning Ordinance, but are provided here as a convenience. Additional information for any amendment may be obtained by contacting the Zoning Administration Division, Department of Planning and Development.

2. Specific Provisions Regarding Previous Approvals

B. Amendments Adopted After May 10, 2023

(3) **Repeal and Replacement of Subsection 5108 Landscaping and Screening (ZO 112.2-2023-x)**

(a) For all applications for rezonings and related development plans, special exceptions, special permits, variances, PRC plans, subdivision plats, site plans, parking reductions, parking tabulations, redesignation plans and building permits, submitted and accepted for review before [effective date of the amendment], the applicant/owner are entitled to review under the provisions of the Zoning Ordinance as amended through (date prior to adoption of ZO 112.2-2023-x), if:

1. Approval is granted within twelve months of [effective date of the amendment], or, if corrections to a properly submitted and accepted plan are deemed necessary by the reviewing authority, revised plans are resubmitted within six months of its disapproval;
2. The approval remains valid; and
3. The uses, features, and structures are constructed in accordance with approved plans and permits.

Required subsequent plan and permit submissions may be accepted and approvals may be granted, consistent with those approvals. Revisions to such approvals may be approved if they do not aggravate conflicts with ZO 112.2-2023-x. Applicant/owner may elect to have the above applications reviewed in their entirety with the provisions of ZO 112.2-2023-x.

(b) For all applications for rezonings and related development plans, special exceptions, special permits, variances, PRC plans, subdivision plats, site plans, and building permits approved before [effective date of the amendment], the applicant/owner may continue under their previous approval or elect to utilize the requirements of ZO 112.2-2023-x, subject to the development being in substantial conformance with an approved special permit plat, special exception plat, or development plan, unless the site is subject to proffers or conditions requiring specific parking lot landscaping, transitional screening, or barriers.

Board Agenda Item
January 23, 2024

4:00 p.m.

Public Hearing on RZ 2022-SU-00019 (PDCREF 2 Chantilly LLC) to Rezone from C-8, I-3, I-5, HC, WS and AN to I-5, HC, WS and AN to Permit Data Center with a Floor Area Ratio of 0.8 or Warehouse with an FAR of 0.3, Located on Approximately 12.10 Acres of Land (Sully District) (Concurrent with SE 2022-SU-00038)

and

Public Hearing on SE 2022-SU-00038 (PDCREF 2 Chantilly LLC) to Permit an Increase in Building Height From 75 Feet Up to a Maximum of 110 Feet, Located on Approximately 12.10 Acres of Land (Sully District) (Concurrent with RZ 2022-SU-00019)

This property is located on the S. side of Lee Jackson Memorial Hwy. approx. 1,200 ft. W. of its intersection with Stonecroft Blvd. Tax Map 33-2 ((1)) 6 (pt.).

This property is located on the S. side of Lee Jackson Memorial Hwy. approx. 1,200 ft. W. of its intersection with Stonecroft Blvd. Tax Map 33-2 ((1)) 6 (pt.).

PLANNING COMMISSION RECOMMENDATION:

On September 20, 2023, the Planning Commission voted 6-0-3 (Commissioners Bennett and Carter were absent from the meeting. Commissioner Sargeant recused himself from the public hearing. Commissioners Murphy, Cortina, and Ulfelder abstained from the vote) to recommend to the Board of Supervisors the following actions:

- Approval of RZ 2022-SU-00019, subject to the execution of proffered conditions consistent with those contained in the staff report memorandum dated September 20, 2023; and
- Approval of SE 2022-SU-00038, subject to the proposed development conditions contained in the staff report addendum dated September 7, 2023.

ENCLOSED DOCUMENTS:

Additional information available online at:

<https://www.fairfaxcounty.gov/planning-development/board-packages>

Planning Commission Meetings Video Archive available online at:

<https://www.fairfaxcounty.gov/cableconsumer/channel-16/planning-commission-meetings-video-archives>

Board Agenda Item
January 23, 2024

STAFF:

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

Board Agenda Item
January 23, 2024

4:30 p.m.

Public Hearing to Consider an Ordinance Establishing the Poplar Tree Community
Parking District (Sully District)

ISSUE:

Proposed amendment to *Appendix M of the Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish the Poplar Tree Community Parking District (CPD).

RECOMMENDATION:

The County Executive recommends that the Board adopt the amendment to the Fairfax County Code shown in Attachment I to establish the Poplar Tree CPD, on the south side of Poplar Tree Road, from Fallen Oak Drive to Leighfield Valley Drive.

TIMING:

On December 5, 2023, the Board authorized advertisement of a public hearing to consider the proposed amendment to Appendix M of the *Fairfax County Code* to take place on January 23, 2024, at 4:30 p.m.

BACKGROUND:

Fairfax County Code Section 82-5B-2 authorizes the Board to establish a CPD for the purpose of prohibiting or restricting the parking of any of the following vehicle types on the streets in the CPD: watercraft, boat trailer, motor home, camping trailer, or any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in *Virginia Code § 46.2-341.4*.

No such CPD shall apply to: (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location, (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power, (iii) restricted vehicles temporarily parked on a public street within any such CPD for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily parked on a public street within any such CPD for use by federal, state, or local public agencies to provide services.

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Pursuant to *Fairfax County Code Section 82-5B-3*, the Board may establish a CPD if: (1) the Board receives a petition requesting establishment and such petition contains the names, addresses, and signatures of petitioners who represent at least 60 percent of the addresses within the proposed CPD, and represent more than 50 percent of the eligible addresses on each block of the proposed CPD, (2) the proposed CPD includes an area in which 75 percent of each block within the proposed CPD is zoned, planned, or developed as a residential area, (3) the Board receives an application fee of \$10 for each petitioning property address in the proposed CPD, and (4) the proposed CPD contains the lesser of (i) a minimum of five block faces or (ii) any number of blocks that front a minimum of 2,000 linear feet of street as measured by the centerline of each street within the CPD.

Staff has verified that the requirements for a petition based CPD have been satisfied.

The parking prohibition described above is proposed to be in effect seven days per week, 24 hours per day.

EQUITY IMPACT:

None.

FISCAL IMPACT:

Funding in the amount of approximately \$975 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: Amendment to the *Fairfax County Code*, Appendix M (CPD Restrictions)
Attachment II: Area Map of Proposed Poplar Tree CPD

STAFF:

Rachel Flynn, Deputy County Executive

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

Lisa Witt, Chief, Administrative Services, 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

Amir Farshchi, Transportation Planner II, FCDOT

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January 23, 2024

ASSIGNED COUNSEL:
F. Hayden Coddington, Assistant County Attorney

PROPOSED CODE AMENDMENT
THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX M

M-97. - Poplar Tree Community Parking District

(a) *District Designation*

- (1) The restricted parking area is designated as the Poplar Tree Community Parking District.
- (2) Blocks included in the Poplar Tree Community Parking District are described below:

Poplar Tree Road (Route 4831)

From Fallen Oak Drive to Leighfield Valley Drive, south side only

(b) *District Provisions*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5B of Chapter 82.
- (2) Parking of watercraft; boat trailers; motor homes; camping trailers; any other trailer or semi-trailer, regardless of whether such trailer or semi-trailer is attached to another vehicle; any vehicle with three or more axles; any vehicle that has a gross vehicle weight rating of 12,000 or more pounds except school buses used on a current and regular basis to transport students; any vehicle designed to transport 16 or more passengers including the driver, except school buses used on a current and regular basis to transport students; and any vehicle of any size that is being used in the transportation of hazardous materials as defined in Virginia Code § 46.2-341.4 is prohibited at all times on the above-described street(s) within the Poplar Tree Community Parking District.
- (3) No such Community Parking District shall apply to (i) any commercial vehicle when discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location or (ii) utility generators located on trailers and being used to power network facilities during a loss of commercial power or (iii) restricted vehicles temporarily parked on a public street within any such District for a maximum of 48 hours for the purpose of loading, unloading, or preparing for a trip, or (iv) restricted vehicles that are temporarily

parked on a public street within any such District for use by federal, state, or local public agencies to provide services.

- (c) *Signs.* Signs delineating the Poplar Tree Community Parking District shall indicate community specific identification and/or directional information, if applicable, in addition to the following:

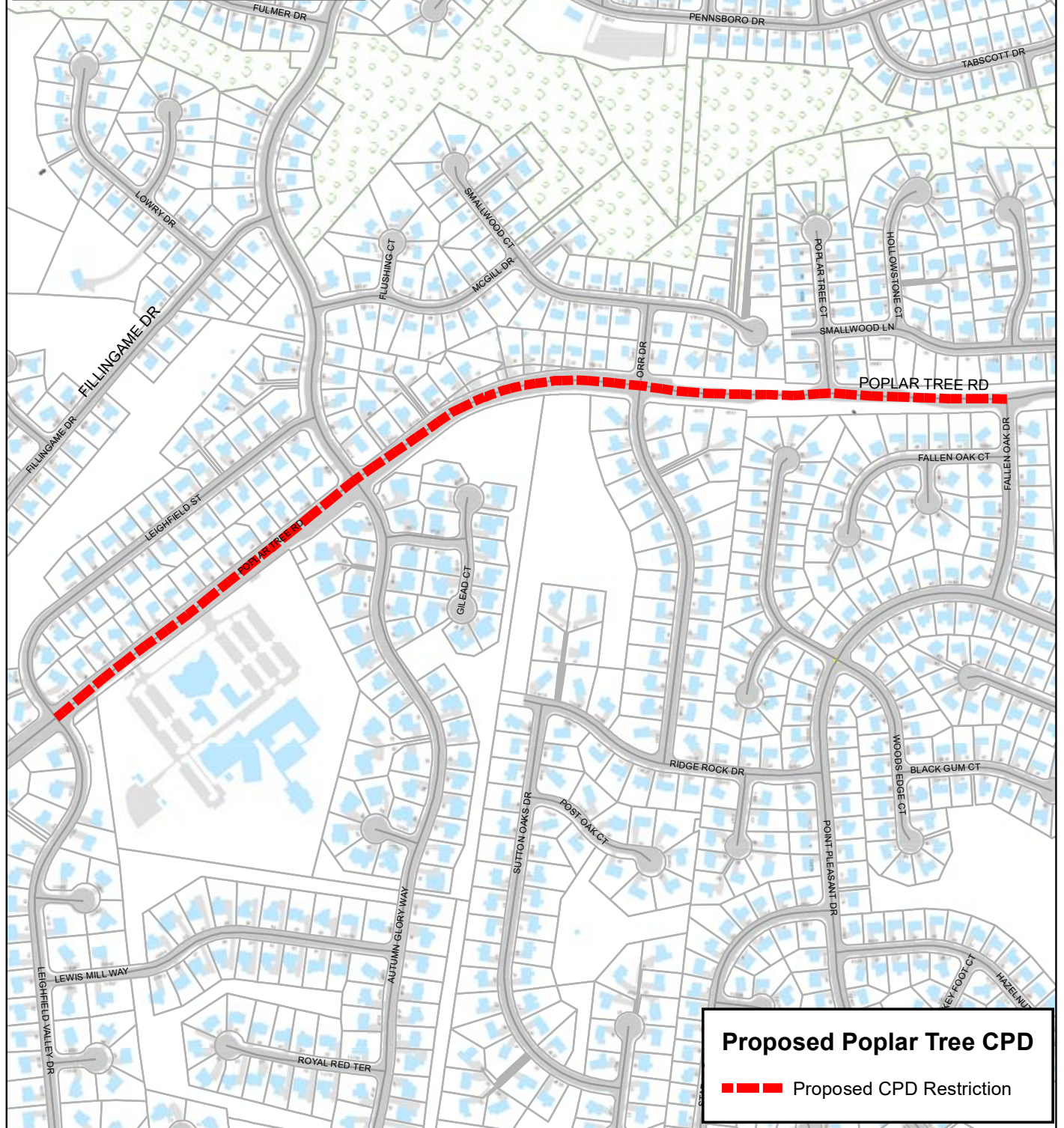
NO PARKING
Watercraft
Trailers, Motor Homes
Vehicles \geq 3 Axles
Vehicles GVWR \geq 12,000 lbs.
Vehicles \geq 16 Passengers

FAIRFAX COUNTY CODE §82-5B

**Fairfax County
Department of Transportation**
Community Parking District (CPD)
Poplar Tree
Sully District



N



Proposed Poplar Tree CPD

— — — — — Proposed CPD Restriction

Board Agenda Item
January 23, 2024

4:30 p.m.

Public Hearing to Convey Board-Owned Right-of-Way Near 6332 Richmond Highway to the Virginia Department of Transportation (Franconia District)

ISSUE:

Public hearing regarding the conveyance of Board-owned property located in front of 6332 Richmond Highway to the Virginia Department of Transportation (VDOT).

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to convey certain Board-owned property to VDOT.

TIMING

On December 5, 2023, the Board authorized the advertisement of a public hearing to consider the transfer of Board-owned property located in front of 6332 Richmond Highway to VDOT.

BACKGROUND:

Krispy Kreme Doughnut Corporation (Krispy Kreme) owns an approximately one-acre parcel located at 6332 Richmond Highway and identified as Tax Map No. 0833 0501 0011A. As part of Special Exception SE 00-L-045 to allow the construction of a fast-food restaurant with a drive-thru facility, the development conditions associated with the Special Exception mandated that Krispy Kreme dedicate 5,091 square feet of land to the County for public street purposes. After the dedication occurred in 2002, Krispy Kreme was required to improve the right-of-way to include a 10-foot-wide asphalt path, a landscaping strip and curb and gutter that all met with VDOT's current standards for street acceptance.

For a number of years, Krispy Kreme submitted bond extension requests for additional time to complete the right-of-way improvements. The last of these requests was effective through April 2018, after which Krispy Kreme was deemed to be in default of its development obligations. After several years of attempting to communicate with Krispy Kreme through phone calls, emails and certified mail, Land Development Services asked that Capital Facilities (CAP) of the Department of Public Works and Environmental Services (DPWES) take over the construction of the right-of-way improvements in July 2022. These upgrades were substantially completed by CAP in

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July 2023. The surety bond funds originally collected from Krispy Kreme as part of its site plan submission were more than sufficient to cover the costs of construction.

CAP would now like to transfer the right-of-way to VDOT before the street improvements begin to deteriorate. This conveyance is the last prerequisite for VDOT's acceptance of the right-of-way into its maintenance inventory within the Richmond Highway corridor. The 10-foot-wide asphalt path and landscaping panel comply with the design guidelines established for the Richmond Highway - Bus Rapid Transit expansion project.

EQUITY IMPACT:

None.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map

Attachment 2 – Resolution

STAFF:

Ellicia L. Seard-McCormick, Deputy County Executive

Rachel Flynn, Deputy County Executive

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

José A. Comayagua, Director, Facilities Management Department (FMD)

Mike Lambert, Assistant Director, FMD

ASSIGNED COUNSEL:

F. Hayden Coddington, Assistant County Attorney

ATTACHMENT 1



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Board of Supervisors owns land in Franconia District located near 6332 Richmond Highway (the Property),

WHEREAS, the Virginia Department of Transportation (VDOT) has requested that the Board of Supervisors transfer the Property to VDOT for incorporation into the VDOT secondary road system, and

WHEREAS, the Board finds that it would be in the best interest of the residents of Fairfax County to convey the Property to VDOT.

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the County Executive is hereby authorized to execute all necessary documents to convey the Property to VDOT.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

Board Agenda Item
January 23, 2024

4:30 p.m.

Public Hearing to Validate and Convey Property at the Franconia Governmental Center to the Fairfax County Redevelopment and Housing Authority (Franconia District)

ISSUE:

Validation and Public Hearing regarding the conveyance of property located at the Franconia Governmental Center to the Fairfax County Redevelopment and Housing Authority (FCRHA).

RECOMMENDATION:

The County Executive recommends that the Board validate and convey certain property at the Franconia Governmental Center to the FCRHA.

TIMING

On November 21, 2023, the Board authorized the advertisement of a public hearing for this matter.

BACKGROUND:

On March 9, 2021, following a public hearing, the Board of Supervisors (Board) authorized the conveyance of five parcels of land located at 6121 Franconia Road and identified as Tax Map Nos. 81-3 ((05)) parcels 0002A, 0002B, 0002C1 and 0003A and Tax Map No. 81-3 ((08)) parcel 0503 (Property) to the Fairfax County Redevelopment and Housing Authority (FCRHA). The approximately 3.25-acre property is improved with the Franconia Governmental Center, a 25,800 square foot building constructed in 1992 that incorporates three facilities: the Franconia District Supervisor's Office, the Franconia Police Station and the Franconia Museum and is no longer adequate for these purposes, which are in the process of being relocated to another facility.

The FCRHA is currently negotiating with a developer to expand the County's affordable housing portfolio by constructing a multifamily affordable development on the Property.

During this process, concerns have been raised regarding the validity of the March 9, 2021, public hearing that effectuated the conveyance. Although staff does not share these concerns, this item is intended to fully address this issue by both validating the original conveyance, and in an abundance of caution, repeating the public hearing as required by *Virginia Code § 15.2-1800* to convey the Property to the FCRHA.

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December 5, 2023

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Location Map

Attachment 2 – Resolution

Attachment 3 – Milestone Actions

STAFF:

Christopher A. Leonard, Deputy County Executive

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

ASSIGNED COUNSEL:

Alan M. Weiss, Assistant County Attorney



RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held on Tuesday, January 23, 2024, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, on March 9, 2021, the Board of Supervisors authorized the conveyance of land known as the Franconia Governmental Center and identified as Tax Map Nos. 81-3 ((05)) parcels 0002A, 0002B, 0002C1 and 0003A and Tax Map No. 81-3 ((08)) parcel 0503 (Property) to the Fairfax County Redevelopment and Housing Authority (FCRHA); and

WHEREAS, the FCRHA is currently negotiating with a developer to expand affordable housing in Fairfax County by using the Property for multifamily affordable housing; and

WHEREAS, the Board finds that its conveyance of the Property to the FCRHA pursuant to the March 9, 2021, public hearing was in the best interest of the residents of Fairfax County and would help sustain the County's economy by generating affordable housing and that the March 9, 2021, public hearing and subsequent conveyance of the Property to the FCRHA were valid, and

WHEREAS, out of an abundance of caution, the Board held another public hearing on the conveyance of the Property to the FCRHA on January 23, 2024, to resolve any concerns about the validity of the March 9, 2021, public hearing;

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the Board of Supervisors finds that the March 9, 2021, conveyance was necessary to assure the continuation of the County's essential functions, services, and operations, and that, to the extent necessary, the County reauthorizes the conveyance of the Property to the FCRHA and authorizes the County Executive to execute all necessary documents to convey the Property to the FCRHA.

A Copy Teste:

Jill G. Cooper
Clerk for the Board of Supervisors

**Milestone Actions of Board-Conveyed Properties – Franconia Government Center
to the
Fairfax County Redevelopment and Housing Authority**

Franconia Governmental Center

Land Transfer to FCRHA

- Public Hearing Advertisement: February 19 & 26, 2021
- Board Public Hearing: March 9, 2021

Request for Proposals

- Franconia District Town Hall: October 27, 2021
- RFP Advertisement: February 3, 2022
- Developer Selection: January 11, 2023

Comprehensive Plan Amendment (Franconia Triangle)

- Board PA Authorization: April 11, 2023
- FDLUC Meeting: December 4, 2023
- PA FDLUC Presentation: January 2024*

Interim Agreement

- FCRHA Public Hearing Ad: November 20, 2023
- FCRHA Public Hearing: December 14, 2023*
- IA Execution: January 18, 2024*

*Scheduled/projected milestone dates

Abbreviations and Acronyms:

CA:	Comprehensive Agreement
DPD:	Department of Planning and Development
FCRHA:	Fairfax County Redevelopment and Housing Authority
FDLUC:	Franconia District Land Use Committee
IA:	Interim Agreement
PA:	Plan Amendment
PCA:	Proffer Condition Amendment
RFP:	Request for Proposals

Board Agenda Item
January 23, 2024

4:30 p.m.

Public Hearing on Proposed Plan Amendment 2015-IV-RH1, Topgolf Site, Located Northwest of the Intersection of South Van Dorn Street and Kingstowne Village Parkway (Franconia District)

ISSUE:

Plan Amendment (PA) 2015-IV-RH1 considers an amendment to the RH4-Lehigh Community Planning Sector of the Comprehensive Plan for Tax Map Parcels 91-2 ((1)) 35A and 35B. The site is currently planned for residential use at 3-4 dwelling units per acre (du/ac) and is developed with a recreational facility (Rudy's Golf and Sports Bar, formerly Topgolf), and a former Ruby Tuesday restaurant. The amendment proposes an option for residential use at up to 10 dwelling units per acre, or 174 units.

PLANNING COMMISSION RECOMMENDATION:

On September 27, 2023, the Planning Commission voted 10-0 (Commissioner Murphy was absent from the meeting) to recommend adoption of the Staff recommendation as shown in the Staff Report Addendum II dated September 13, 2023.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors adopt the Planning Commission recommendation.

TIMING:

Board of Supervisors' action is requested on January 23, 2024.

BACKGROUND:

On October 20, 2015, the Board of Supervisors authorized Plan Amendment 2015-IV-RH1 for Tax Map Parcels 91-2 ((1)) 35A and 35B, located northeast of the South Van Dorn Street and Kingstowne Village Parkway intersection within the RH4-Lehigh Community Planning Sector of the Rose Hill Planning District in the Franconia Supervisor District. The site is developed with a recreational facility (Rudy's Golf and Sports Bar, formerly Topgolf), and a former Ruby Tuesday restaurant building that is now vacant. The Board authorization requested that staff consider an amendment to the Comprehensive Plan for a mix of uses, including up to approximately 275 residential units (16 dwelling units per acre (du/ac)) and up to 70,000 SF of retail uses to accommodate an appropriate retail anchor, such as a grocery store. Since 2015, the

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proposal has undergone a series of changes that have significantly affected the proposed mix of uses and reduced the proposed density. The current concept is for residential use at a density of 10 dwelling units per acre or a maximum of 174 dwelling units, inclusive of affordable housing bonuses, and no non-residential uses. The plan amendment includes recommendations related to placemaking, parks and open space, bicycle and pedestrian connectivity, site arrangement, tree preservation and stormwater, and mitigation of transportation impacts to guide redevelopment. The review of the Plan amendment is concurrent with rezoning application RZ/FDP 2018-LE-009 to allow development under the proposed Plan option. Public hearings for the rezoning have not been scheduled at this time.

EQUITY IMPACT:

The Plan amendment supports One Fairfax Policy Area of Focus #2 “Housing policies that encourage all who want to live in Fairfax to be able to do so, and the provision of a full spectrum of housing opportunities across the county...” by providing the option for a residential proposal that would include up to 174 dwelling units, including the provision of Affordable Dwelling Units, a publicly accessible community park, and enhanced pedestrian and bicycle infrastructure. The Plan amendment was reviewed by the community in numerous community meetings since originally authorized in 2015, and feedback from these meetings has resulted in significant revisions to the proposal.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

The Planning Commission Meetings Video Archive is available online at: [Planning Commission Meetings Video Archive - Fairfax County, Virginia](#)

The Staff Report Addendum II for PA 2015-IV-RH1 has been previously furnished and is available online at: https://www.fairfaxcounty.gov/planning-development/sites/planning-development/files/assets/documents/compplanamend/topgolf/addendum_ii_pa-2015-iv-rh1.pdf

STAFF:

Tracy Strunk, Director, Department of Planning and Development (DPD)
Leanna O'Donnell, Director, Planning Division (PD), DPD
Graham Owen, Branch Chief, Policy & Plan Development Branch (PPDB), PD, DPD
Aaron Klibaner, Planner II, PPDB, PD, DPD