FAIRFAX COUNTY

DEPARTMENT OF PLANNING AND ZONING
Zoning Evaluation Division
12055 Government Center Parkway, Suite 801
Fairfax, Virginia 22035-5509

(703) 324-1290 Fax (703) 324-3924

V I R G I N I A

August 26, 2003

Terrence S. Cooke, Esq.
Cole, Raywid & Braverman, L.L.P.
1919 Pennsylvania Avenue, N.W., Suite 200
Washington, D.C. 20006-0067

Re: Interpretations for SE 01-M-038 and SPA 54-M-053, SEI 0306 037 and SPI 0306 019: Parking lot repair

Dear Mr. Cooke:

This is in response to your letters of June 17, 2003, requesting an interpretation of the development conditions imposed by the Board of Supervisors and Board of Zoning Appeals in conjunction with the approval of SE 01-M-038 and SPA 54-M-053, respectively. As I understand it, the question is whether Development Condition #11 of both the SE and SPA regarding the repairing and re-striping of the parking lot requires the total reconstruction of the parking lot. Copies of the above referenced letters are attached for reference.

It is my determination that the intent of Development Condition #11 of both the SE and SPA is to ensure that the damaged surfaces of the parking lot be repaired to provide a regular, dust-free surface and that the entire parking lot be re-striped, but not the reconstruction of the entire parking lot in accordance with current PFM standards. This determination has been reviewed with the Department of Public Works and Environmental Services and has been made in my capacity as the duly authorized agent of the Zoning Administrator.

If you have any questions regarding this interpretation, please feel free to contact Fran Burnszynski at (703) 324-1290.

Sincerely,

Barbara A. Byron, Director
Zoning Evaluation Division

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Attachments: A/S

cc: Penelope A.Gross, Supervisor, Mason District
Janet R. Hall, Planning Commissioner, Mason District
William E. Shoup, Zoning Administrator
Michelle Brickner, Director, Site Development Division, DPWES
Angela Rodeheaver, Section Chief for Site Analysis, FCDOT
Bonds and Agreements Branch, Office of Site Development Services DPWES
Larry Rubenstein, President, Broyhill Crest Recreation Club, Inc.
File: SE 01-M-038 and SPA 54-M-053, SEI 0306 037 and SPI 0306 019, & imaging

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RECEIVED
Department of Planning & Zoning
JUN 19 2003
Zoning Evaluation Division

June 17, 2003

Via First Class Mail

Ms. Barbara A. Byron, Director
Zoning Evaluation Division
Fairfax County Department of Planning & Zoning
12055 Government Center Parkway
Fairfax, VA 22035

Re: SE 01-M-038 and SPA 54-M-053

Dear Ms. Byron:

On March 18, 2002 the Fairfax County Board of Supervisors approved the referenced Special Exception in the name of AT&T Wireless Services ("AWS"). By this SE and a companion Special Permit Amendment, AWS was allowed to install a land based telecommunication facility including a monopole on property owned by Broyhill Crest Recreation Center. Identical development conditions were attached to the SE and SPA approvals.

Condition No. 11 reads: *The parking lot shall be repaved and re-striped in accordance with the Public Facilities Manual, subject to the approval of DPWES.* On behalf of AWS, we are writing to request your interpretation of this development condition.

The parking lot in question was constructed in the late 1950s at the same time that the Broyhill Crest Community Swimming pool was constructed. At that time there was no Public Facilities Manual. Although the parking lot has been maintained over the past 45+ years, when zoning staff was reviewing AWS' SE application, it noted that there were some potholes in the parking lot and that the parking stripes were faded. Condition No. 11 was included among the development conditions to assure that these cosmetic improvements would be made by AWS after it installed its monopole. It should be noted here, and it is clear from the site plan that was a part of AWS' application, that no part of AWS' facility intrudes into or otherwise compromises the parking lot. Nor does AWS' facility generate traffic or require additional parking capacity at the site. Nevertheless AWS accepted Condition No. 11 because it understood its obligation to be

one of patching potholes or cracks in the surface of the parking lot and the repainting the faded striping.

When AWS approached DPWES to inquire as to Public Facilities Manual ("PFM") standards that would apply to its improvements to the parking lot it was informed that adherence to today's PFM standards would necessitate removal and reconstruction of the entire parking lot along with installation of curb & gutter and other improvements that were not a requirement when the parking lot was originally installed so many years ago. We are confident that this is not what was intended by zoning staff when it crafted Condition No. 11. Our discussions with DPWES staff lead us to believe that the surface repair and re-striping is accomplished through what DPWES refers to as a re-delineation process which requires DPWES only to review the striping layout.

We respectfully suggest that the wording of Condition No. 11 is unintentionally overbroad. Strictly construed, it would require AWS to incur thousands of dollars in additional costs to demolish, then reconstruct, a large parking lot that is perfectly serviceable but in need of some surface repairs and fresh striping. Accordingly, we request your interpretation to confirm what AWS understood to be the intent of Condition No. 11, that is, to require patching of damaged areas of the parking lot's surface and re-painting of the parking stripes.

If I can provide any additional information to assist in your consideration of this request for interpretation or if you believe that a meeting would facilitate this request, please let me know.

Thank you.

Sincerely,

Terence S. Cooke

cc: Susie Lee, Bechtel Telecommunications

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