FAIRFAX COUNTY
BOARD OF SUPERVISORS
DECEMBER 7, 2010

AGENDA

8:30		Joint Meeting of the Board of Supervisors and Fairfax County Convention and Visitors Corporation Board of Directors Conference Rooms 9/10
9:30	**Done**	Presentations
10:30	**Done**	Presentation of the Lawrence V. Fowler Award
10:40	**Adopted**	Board Adoption of the 2011 Legislative Program for the Virginia General Assembly, Approval of the County's 112th Congress Federal Appropriations Requests for FY 2012, and Adoption of Principles for Federal Legislation for the 112th Congress
10:55	**Done**	Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups
10:55	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved**	Approval of Installation of "$200 Additional Fine for Speeding" Signs, and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Providence, Sully, and Hunter Mill Districts)
2	**Approved**	Authorization to Advertise a Public Hearing on a Proposal to Abandon Part of Arrowhead Park Drive (Springfield and Sully Districts)
3	**Approved**	Authorization to Advertise a Public Hearing to Convey a Portion of County-Owned Property to the Virginia Department of Transportation for the Stringfellow Road Project (Sully District)
4	**Approved**	Authorization to Advertise a Public Hearing to Amend Articles 2, 3, and 7 of Chapter 3, County Employees RE: Fairfax County Retirement Systems – Technical Changes to Update IRS Qualification
5	**Approved**	Addition of Segments of Smithsonian Air and Space Museum Parkway and Historic Sully Way to the Secondary System of State Highways (Sully District)
6	**Approved**	Streets into the Secondary System (Dranesville District)

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	ADMINISTRATIVE ITEMS (continued)	
7	**Approved**	Authorization to Advertise a Public Hearing for The Sale of Two Million Gallons Per Day of Fairfax County's Unused Capacity at The Upper Occoquan Sewage Authority's Treatment Plant to Prince William County
8	**Approved**	Authorization to Advertise a Public Hearing for Fairfax County's Purchase of One Million Gallon Per Day of Capacity at Loudoun Water's Broad Run Water Reclamation Facility
9	**Approved**	Extension of Review Periods for 2232 Review Applications (Hunter Mill, Lee, Mason, Providence, Springfield and Sully Districts)
	ACTION ITEMS	
1	**Approved**	Adjustment to Qualifying Upper Threshold Requirements for the Traffic Calming Program
2	**Approved**	Adoption of the Pohick Creek Watershed Management Plan (Braddock, Mount Vernon, and Springfield Districts) and the Adoption of the Sugarland Run/Horsepen Creek Watershed Management Plan (Dranesville, Hunter Mill, and Sully Districts)
3	**Approved**	Adoption of a Resolution Approving the Issuance by the Fairfax County Economic Development Authority of its Revenue Bonds to Refinance Capital Improvements to Existing Facilities and a New Parking Garage at Arleigh Burke Pavilion
4	**Approved**	Endorsement of the Chief Administrative Officers Task Force's Comments Regarding the Preliminary FY 2012 Virginia Railway Express Budget
5	**Approved**	Approval of Vamoose Bus Lease Agreement (Mount Vernon District)
6	**Approved**	Approval of Lease Agreement with Boston Properties for Interim Commuter Park-and-Ride Lot at 12050 Sunset Hills Road (Hunter Mill District)
	INFORMATION ITEMS	
1	**Noted**	Presentation of the Fiscal Year 2010 Comprehensive Annual Financial Report (CAFR)

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	INFORMATION ITEMS (continued)	
2	**Noted**	Contract Award – Alcohol/Drug Testing and Medical Review Officer Management Services
3	**Noted**	Contract Award – Physical Exams and Medical Evaluations
4	**Noted**	Contract Award - Geotechnical Engineering and Testing Services Task Order Contract
5	**Noted**	Contract Award – Schneider Branch Stream Restoration (Sully District)
6	**Noted**	Contract Awards and Approval of Street Acceptance Items During the Period Between the December Board Meeting and the First Board Meeting in January
7	**Noted**	Planning Commission Action on Application 2232-S10-13, T-Mobile, in Conjunction with Milestone Communications (Washington Irving Middle School) (Springfield District)
11:25	**Done**	Matters Presented by Board Members
12:20	**Done**	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on SEA 86-M-023-03 (Regency Furniture of Alexandria Inc. and Regency Furniture Inc.) (Mason District)
3:30	**Approved**	Public Hearing on AF 2010-SP-001 (Charles R. Armstrong and Katherine Armstrong) (Springfield District)
3:30	**Approved**	Public Hearing on PCA 86-C-119-06 (Board of Supervisors Own Motion) (Hunter Mill District)
3:30	**Approved**	Public Hearing on DPA 86-C-119-02 (Board of Supervisors Own Motion) (Hunter Mill District)
3:30	**Approved**	Public Hearing on PRC 86-C-119 (Board of Supervisors Own Motion) (Hunter Mill District)
3:30	**Approved**	Public Hearing on SE 2010-SP-003 (Trustees of the Accotink Unitarian Universalist Church & New Cingular Wireless PCS, LLC. D.B.A. AT&T Mobility) (Springfield District)

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	PUBLIC HEARINGS (continued)	
4:00	**Approved**	Public Hearing to Amend and Readopt Fairfax County Code Section 82-5-7 to Include a Definition for Utility Trailer
4:00	**Approved**	Public Hearing to Lease County-Owned Property at 2310 Colts Neck Road to T-Mobile Northeast LLC (Hunter Mill District)
4:30	**Approved**	Public Hearing to Convey County-Owned Property to Sully East L.C. and Sully East-Cassel, L.C. (Sully District)
4:30	**Public Hearing deferred to 1/11/11 at 4:30 p.m.**	Public Hearing on Proposed Area Plans Review (APR) Item 09-IV-19MV, Located on the Southeast Side of Richmond Highway Generally Near the Forest Place Intersection (Mount Vernon District)
4:30	**No speakers**	Public Comment from Fairfax County Citizens and Businesses on Issues of Concern

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
December 7, 2010

9:30 a.m.

PRESENTATIONS

1. SPORTS/SCHOOLS PRESENTATIONS:

   - CERTIFICATE – To recognize the Oakton High School Best Buddies Club for being selected to receive the 2009-2010 Outstanding Chapter Award from Best Buddies International. Requested by Supervisors Smyth and Frey.

   - RESOLUTION – To recognize Fairfax High School for its 75th anniversary. Requested by Chairman Bulova and Supervisors Cook, Herrity and Smyth.

2. RECOGNITIONS:

   - RESOLUTION – To recognize Nicole Ferraro for establishing the Bite Me Cancer Foundation to raise funds for cancer research and to help children and teens with cancer. Requested by Supervisor Frey.

   - RESOLUTION – To recognize Dr. Morteza Salehi for his dedication as a public servant to the constituents of Fairfax County as the Virginia Department of Transportation Northern Virginia district administrator. Requested by Supervisor Herrity.

   - CERTIFICATE – To recognize the members of Fairfax Advocates for Better Bicycling for preparing the Guide for Reviewing Public Road Design and Bicycling Accommodations for Virginia Bicycling Advocates. Requested by Supervisor Hudgins.

— more —

Board Agenda Item
December 7, 2010

- RESOLUTION – To recognize Larry Ichter for his years of service to Fairfax County. Requested by Supervisor McKay.

2010 National Gold Medal Award

The Fairfax County Park Authority will present the 2010 National Gold Medal Award for excellence in park and recreation administration to the Board of Supervisors.

STAFF:
Merni Fitzgerald, Director, Office of Public Affairs
Bill Miller, Office of Public Affairs

Board Agenda Item
December 7, 2010

10:30 a.m.

Presentation of the Lawrence V. Fowler Award

ENCLOSED DOCUMENTS:
None

STAFF:
Sharon Bulova, Chairman, Board of Supervisors

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Board Agenda Item
December 7, 2010

10:40 a.m.

Board Adoption of the 2011 Legislative Program for the Virginia General Assembly, Approval of the County's 112th Congress Federal Appropriations Requests for FY 2012, and Adoption of Principles for Federal Legislation for the 112th Congress

ISSUE:
Board adoption of a legislative program for the 2011 Session of the Virginia General Assembly and Board approval of items identified for FY 2012 federal appropriations requests for the 112th Congress as well as principles for federal legislation in the 112th Congress.

TIMING:
Immediate. On November 16, 2010, the Board of Supervisors held a public hearing on the 2011 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 14, 2010. The General Assembly will convene January 12 and is scheduled to adjourn on February 26, 2011

Board action is also requested at this time in order to formally adopt the County's package of appropriations requests for submission to members of the federal delegation for action during the 112th Congress. The Chairman and Legislative Chairman of the Board will present and advocate for these projects during meetings with the delegation.

BACKGROUND:
The draft State legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative initiatives and positions for the County at the 2011 Session of the Virginia General Assembly; an issue paper on human services needs is included as an addendum to this program. After adoption by the Board, final versions of these documents will be available at www.fairfaxcounty.gov/government/board. In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority legislative requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

The draft Federal appropriations requests were also developed as part of the Legislative Committee process. Discussions took place at the October 5 and October 26 meetings. Staff recommendations presented to the Committee focused on areas determined to be of strategic importance to the County, including transportation, Base Realignment and Closure (BRAC), public safety, and the environment. Specifics on general budget items as well as the County's appropriations requests will be reported periodically to the Board as the federal appropriations process progresses.

Finally, draft Principles for Federal Legislation in the 112th Congress are attached. These principles contain the Legislative Committee's recommended positions for the County during the 112th Congressional session.

ENCLOSED DOCUMENTS:
Attachment 1 -- Draft Fairfax County Legislative Program for the 2011 Virginia General Assembly
Attachment 2 – 2011 Draft Human Services Issue Paper
Attachment 3 – Draft FY 2012 Federal Appropriations Funding Requests to the 112th Congress
Attachment 4 – Draft Principles for Federal Legislation – 112th Congress

STAFF:
Anthony H. Griffin, County Executive
Susan E. Mittereder, Legislative Director
Katharine D. Ichter, Director, Fairfax County Department of Transportation

2011 Fairfax County Preliminary Draft Legislative Program

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2011 Fairfax County Preliminary Draft Legislative Program

In order to remain a competitive state and an attractive place for economic development, Virginia must invest the resources necessary to educate its citizens at all levels, ensure the rule of law, protect its natural resources, provide for the basic needs of the less fortunate and build a sound infrastructure.

Priorities

Funding Core Services

Unfortunately, it has increasingly become the practice of the Commonwealth to significantly underfund core services, leaving localities to fill funding gaps with local revenues in order to maintain essential services. The critical state-local funding partnership must be restored so that the Commonwealth can weather the current fiscal crisis and emerge even stronger, as an investment in Virginia will pay dividends for years to come.

While all core services are important, Fairfax County's two funding priorities for the 2011 General Assembly are K-12 education and transportation.

1.) K-12 Funding (REGIONAL)
It is essential that the state fully meet its Constitutional responsibility to adequately fund K-12 education.

Critical gaps continue to widen between Virginia's Standards of Quality (SOQ), the funding for those standards, and the actual local costs of providing a high quality education. Fairfax County and other Northern Virginia localities more than meet their responsibilities for K-12 education through large contributions to the State General Fund, strong local effort, and the effect of high local composite indices, which diverts State funding away from this region.

Fairfax County and Northern Virginia localities oppose state budget cuts that disproportionately target or affect Northern Virginia, and support realistic and fully-funded Standards of Quality. Fairfax County and Northern Virginia also strongly oppose formula changes which further weaken the partnership between the state and localities, including but not limited to, any reduction in the current 55 percent State share of SOQ costs, capping state funding for support costs and the elimination or reduction of cost of competing funding to Northern Virginia localities. Unfortunately, the 2010-2012 budget adopted by the 2010 General Assembly exacerbates the stresses on the state-local K-12 partnership, by making the permanent, structural cuts that localities expressly sought to avoid. By relying on one-time, temporary actions to at least partially offset these cuts (e.g. reduced VRS rates, federal stimulus funds), the current budget understates the eventual impact of these structural changes. But even with these one-time actions, state funding to school divisions in FY2011 is reduced by about $773 million as compared to the original budget for FY10 (adopted by the 2009 session). *(Revises and updates previous education position.)*

2.) Transportation Funding (REGIONAL)
Major new revenue sources for transportation must be enacted during the 2011 General Assembly session.

What was once a crisis in Northern Virginia and Hampton Roads has become a catastrophe for nearly the entire Commonwealth. There is no viable transportation solution that does not include long-term, dedicated, sustainable, new multimodal revenues.

Over the past three years, the Commonwealth Transportation Board has cut **$4.6 billion** from the Six Year Program. Secondary and urban system construction funds have essentially been eliminated, despite the fact that the secondary roads are a Commonwealth responsibility. Six-year secondary road allocations to counties in Northern Virginia are now less than $2,000 each and localities are being allocated no urban construction funds. In addition, the growth in maintenance spending has been reduced from 4% to 3%, even though maintenance costs are increasing overall. The Commonwealth is risking serious disinvestment in its existing transportation infrastructure that will be more difficult and more expensive to correct in the future. Today, approximately $1 billion is needed to address existing deficient pavement conditions, and approximately $3.7 billion is needed to fix the Commonwealth's deficient bridges. Very shortly the Commonwealth will be unable to ensure that the required matches are available for the federal transportation funds the Commonwealth receives. Should this happen, Virginia would have to return these federal funds, further compounding the crisis.

Fairfax County continues to support additional state and regional transportation funding for highway, transit, bicycle and pedestrian improvements, and have taken actions to increase funding locally. In 2006, the region's TransAction 2030 Long-Range Transportation Plan estimated that Northern Virginia alone needs $700 million per year in new transportation funding to address the region's transportation problems. This figure has increased since then, because most of the major HB 3202 revenue sources have been eliminated.

Fairfax County seeks reinstatement of exclusive Northern Virginia revenues in the range of at least $300 million annually, as well as 100 percent of Northern Virginia's contribution of additional statewide revenues, to address transportation needs not originally covered by the HB 3202 funding approved for Northern Virginia. Both the regional and statewide revenues should be provided from stable, reliable, proven and permanent source(s).

The General Assembly must adopt new statewide transportation revenue sources to bolster existing highway and transit revenue sources that are not generating sufficient funding to meet the Commonwealth's critical highway needs or meet the Commonwealth's statutory 95 percent share of eligible transit operating and capital costs (net of fares and federal assistance). This additional transit funding alone would require approximately $166 million annually in new funds for the limited transit projects and eligible operating costs included in the Six Year Program. Additional funds to dramatically increase Secondary Road investments are also needed.

Any funding solution must ensure that dedicated funding for Washington Metropolitan Area Transit Authority capital improvements and for Virginia Railway Express capital and operating expenses are addressed.

Existing state General Fund revenue streams (almost half of which now go to localities) are required and used for core services of the Commonwealth, such as education and public safety. These historically underfunded, locally provided core services have already experienced significant cuts, due to reduced General Fund revenues, and shifting the state's transportation funding responsibility to localities by using the General Fund increases local budget pressures without providing a true transportation solution. *(Revises and updates previous transportation funding position.)*

Given the severe state funding cuts to shared state/local services in recent years, Fairfax County has an additional priority funding concern for the 2011 General Assembly.

3.) State Structural Imbalance (REGIONAL)
The Commonwealth should rebalance its resources and responsibilities so that the structural balance of the budget and the funding partnership with localities are restored.

The Commonwealth is currently facing a serious structural imbalance in its budget, as more than $4 billion in federal stimulus funding has largely sustained the General Fund in the last two years. Additionally, reducing Medicaid eligibility to balance the budget, as adopted in the 2010 session, is no longer an option as a result of federal health care reform. To fill this gap, Governor McDonnell and the General Assembly rely on additional federal Medicaid revenues to restore Medicaid eligibility and avoid severe human services reductions in FY 2011, exacerbating the structural imbalance through the use of one-time funds for ongoing expenses. The current budget also depends on accounting tools, such as accelerating sales tax collections, and the fiscally troubling decision to borrow funds from the Virginia Retirement System.

The depth and breadth of state cuts to localities in recent years has severely stressed the state-local funding partnership. State aid to localities will be approximately $1 billion less in FY 2011 than it was in FY 2008, and in FY 2009 the state began requiring "local aid to the Commonwealth" -- $50 million per year in FY 2009-FY 2010, increasing to $60 million per year in FY 2011-FY2012. As the state's economic situation improves, funding restorations to the following programs should be of paramount consideration:

- HB 599 – This funding for localities with police departments is tied to state GF revenue levels; since FY 2010, the state has cut HB 599 funding below those levels;
- State supported local employees – Funding to the County has been cut by $3.6 million since FY 2010;
- Jail per diems – State changes to these rates reduce funding to the County by nearly $5 million in FY 2011;
- Flexible cut to localities – The County's share of this cut is over $4 million each year in FY 2011 and FY 2012.

Restoring the state-local funding partnership should be a top priority of the 2011 General Assembly. *(New position.)*

Governance

Each level of government has unique strengths. As the form of government closest to the people, local government must be provided the flexibility to serve the needs of residents, which can vary greatly from one part of the Commonwealth to another. Taxation and land use are key areas in which local government needs sufficient authority and flexibility to govern effectively, and, as such, are the County's two Governance priorities.

4.) Taxation

The local tax structure, which has become outdated and over-reliant on property taxes, must be modernized.

Local government revenues must be diversified, including the provision of equal taxing authority for counties and cities, without state mandated restrictions on use or caps on capacity. Currently, about 90 percent of Fairfax County's revenues are capped, restricted or controlled by the state, which forces a dependence on the local real estate tax and prevents the creation of a more flexible tax base, structured to reflect the local economy and the core needs of County residents.

The decline of state revenues and subsequent state budget cuts passed on to localities will exacerbate this imbalance. Where possible, the state should consider updating state and local taxes to reflect changes in the economy or technology; avoid any expansion of revenue-sharing mechanisms controlled by the state; avoid any new state mandates while fully funding and/or reducing current requirements; avoid any diminution of current local taxing authority (including BPOL and machinery and tools taxes) and lessen restrictions currently imposed on local revenues; or lessen current restrictions on the use of state funds now provided to localities for shared responsibilities. *(Revises and reaffirms previous position.)*

5.) Land Use

Local land use authority must be preserved, as appropriate community solutions differ significantly from one area of the state to another.

Local government is the level of government best suited to equitably and effectively deal with these issues, ensuring orderly and balanced growth or redevelopment while providing meaningful and the most direct public participation and accountability in this critical process.

Existing local authority to accept cash and in-kind proffers from developers to assist localities in providing the capital facilities and infrastructure needed to serve new development must be retained without restrictions. Any proposal for replacing such proffer commitments with development impact fees must be at the option of each locality. *(Reaffirms previous position.)*

Initiatives/Action Statements

Human Services -- Administration of Prescription Medication in Home Child Care Facilities

Initiate legislation to amend the Virginia Drug Control Act to clarify that family child care providers who are regulated/permitted through local ordinance in Northern Virginia may legally administer medication to children in their care, similar to the current authorization for state-licensed child care providers. The Virginia Drug Control Act was amended in 2006 to legalize the administration of prescription medications by *state-licensed* family child care providers who complete a training program and satisfy other criteria established in the law. However, it does not authorize *locally-regulated/permitted* family child care providers to administer prescription medications to children in their care, which potentially could place any County-permitted family child care provider who administers medications to children at risk of criminal prosecution under Virginia Code Title 18.2, Chapter 7, Article 1. Approximately 1800 family child care providers are permitted by Fairfax County. They care for thousands of children, some of whom may need prescription medication administered to them while they are in care, especially children with special needs.

Public Safety – Financial Exploitation of Elder or Incapacitated Adults

Initiate/support legislation to make the financial exploitation of an individual suffering from a diminished mental capacity a criminal act, whether the victim is impaired due to advanced age, mental illness, mental retardation, physical illness or disability, or other causes. For example, there has been a fifty percent increase in reported cases of elder fraud between 2008 and 2009. Moreover, this statistic likely does not capture the true extent of the problem, as instances of financial exploitation are often not reported due to victims' embarrassment, fear of loss of independence, or inability to recognize that they have been victimized.

Transportation – Revenue Sharing

Initiate legislation to restore the Virginia Department of Transportation's Revenue Sharing Program to the structure that existed prior to the 2006 session, including removal of the local administration and overmatch criteria. However, cities and towns should remain eligible for the program.

In 2006, the General Assembly significantly changed the program by adding tiers that favor projects administered by local governments and projects for which the local government contributes more than a 50 percent match. These criteria favor cities and towns who routinely construct their own highway projects. They also set off a bidding war between jurisdictions in the terms of the overmatch. Removing the tier structure would return the program to its original intent of giving jurisdictions an equal opportunity to qualify for funding.

Position Statements

Environment

Endocrine Disruptor Compounds
Support legislation and funding to implement a statewide strategy to address the potential health and environmental impacts of Endocrine Disruptor Compounds (EDCs) present in Virginia's waterways**.** Budget language adopted in 2009 directed the Board of Pharmacy, the Secretary of Health and Human Resources, and the Department of State Police to develop a program to ensure the proper disposal of unused pharmaceuticals; the take-back program recommended has not been funded, likely due to cost concerns. Legislation is pending in Congress that would provide for take-back programs for controlled substances. *(Updates and reaffirms previous position.)*

Global Climate Change
Support efforts to reduce greenhouse gas (GHG) emissions through conservation, use of renewable fuels, regulations, and market-based or other incentives. As a signatory to the Cool Counties initiative, support the reduction of GHG emissions to 80 percent below current levels by 2050, which translates to an average annual reduction of 2 percent per year.

Support enhanced state efforts to reduce GHG emissions, through implementation of strategies set forth in the Virginia Energy Plan, including: a 10 percent reduction in energy consumption by 2022; establishment and expansion of energy research and development programs; funding of renewable-energy grant programs; and incentives to assist the development and growth of energy-businesses and technologies.

Support opportunities for consumers to purchase renewable energy.

Support state legislative or executive action for Virginia to reduce GHG emissions, on a statewide or regional level, if a national system for GHG emissions reductions is not implemented.

Support legislation which would provide state income tax incentives for businesses or residents to defray a portion of the cost of new construction or improvements which save energy and mitigate adverse environmental impacts.

Support legislative or regulatory action strengthening energy efficiency standards for new homes. Virginia has not yet adopted the 2009 International Code Council energy provisions. Those provisions are currently under review by the Virginia Board of Housing and Community Development. *(Reaffirms previous positions.)*

Land Conservation
Support the current Governor's goal to preserve 400,000 acres statewide, which would add to the total of 424,000 acres preserved by former Governor Kaine. Additionally, continue to support prioritizing the Virginia Land Preservation Tax Credit to encourage the preservation of land for public use. *(Updates and reaffirms previous position.)*

Reducing Environmental Contamination from Plastic and Paper Bags
Support legislation or other efforts which would encourage the use of reusable shopping bags, consistent with the County's waste reduction goals and environmental stewardship efforts. As in previous sessions, it is anticipated that legislation to ban plastic bags or impose a fee for their use may be introduced again in 2011. Such legislation would need to be examined by the County for efficacy, cost, and ease of administration. *(Updates and reaffirms previous position.)*

Water Quality Improvement Fund
Support increased funding for the Water Quality Improvement Fund (WQIF), which is essential to an effective partnership among and across all levels of government to improve water quality and address federal Chesapeake Bay requirements.

The Virginia Water Quality Improvement Fund (WQIF) provides grants to local governments, soil and water conservation districts and individuals for point and nonpoint source pollution prevention, reduction and control programs. A primary objective of the WQIF is to provide funding to reduce the flow of excess nitrogen and phosphorus into the Chesapeake Bay. Without additional WQIF funds, wastewater treatment plants throughout the Commonwealth will receive no state support for required upgrades, leading to increased sewer rates for residents. Current estimates indicate that the WQIF is already overcommitted by approximately $130 million to $150 million, as projects have been approved far in excess of the funds available in the WQIF. Proceeds from a 2007-approved $250 million state bond issue will be exhausted by the end of FY 2011. Fairfax County, which is partially served by the DC WASA Blue Plains Treatment Plant, has recently applied for WQIF grants to fund a portion of upgrades required at that facility. *(Updates and reaffirms previous County position.)*

Funding

BRAC
Fairfax County is being significantly impacted by the 2005 recommendations of the Base Realignment and Closure Commission (BRAC), with over 19,000 personnel from numerous Department of Defense (DOD) agencies and commands being moved into Fort Belvoir and the Engineer Proving Ground (EPG) in the County along with the Mark Center site in the City of Alexandria which borders Fairfax County. As a result, Fairfax County is facing significant shortfalls in the capacity of current transportation and school infrastructure to support the additional military and civilian jobs.

While federal American Recovery and Reinvestment Act funding is making possible the long-anticipated completion of the Fairfax County Parkway, overall federal assistance has been insufficient to ensure the appropriate increase in transportation capacity needed for such a large influx of personnel into an already congested area. The lack of federal assistance is compounded by cuts in state funding to the County's secondary road program, adversely affecting projects that could improve the BRAC transportation impacts at Fort Belvoir, Engineer Proving Grounds, and other locations in Fairfax County adversely impacted by the Mark Center site in the City of Alexandria. The 2011 General Assembly is requested to provide state assistance to mitigate these significant effects. *(Reaffirms and revises previous position.)*

Public Safety/Courts Funding
Public safety is a core service for the Commonwealth, as it is for localities. Protecting the Commonwealth's residents and ensuring the successful operation of the justice system requires appropriate state funding for the state-local partnership, including sufficient state support for all stages—law enforcement, courts, and jails/corrections. Continued and substantial state cuts in recent years, in addition to the underfunding that already exists, have placed an increased burden on localities to fund these critical programs; in these difficult budget times, it is unlikely that local governments will continue to dedicate local resources to fund state responsibilities.

To that end, Fairfax County supports adequate funding for the following:

- Excess Court Fees – The 2011 GA should reverse the diversion of local funding to the Commonwealth. The 2008-2010 biennium budget was amended to change the state

share of excess court fees (paid to local courts for administrative expenses associated with home sales, home refinancings, wills, and other matters) from one-third to two-thirds – a funding loss that disproportionately affected higher cost Northern Virginia localities. This change was continued in the 2010-2012 biennium budget. *(Updates and reaffirms previous position.)*

- HB 599 – This critical funding, provided to localities with police departments, must be maintained. Approximately 65 percent of all Virginians currently depend on local police departments for public safety services. This program strives to equalize state funding between cities, counties, and towns with police departments and localities in which the sheriff provides law enforcement. By FY 2012, Fairfax County's distribution of HB 599 funding will be approximately $6 million less than the County's FY 2008 distribution. While this funding is tied to state GF revenue levels, since FY 2010, the state has cut HB 599 funding below those levels. *(Reaffirms longstanding Board position.)*
- Jails – The Commonwealth should adequately compensate localities at a level which is commensurate with the State's responsibility for local jail operations. A 2005 report by the Compensation Board stated that only 20 percent of Fairfax County's jail operations funding comes from the state. Local governments in Virginia have historically borne a disproportionate burden of supporting jail confinement costs, as a result of significant underfunding by the Commonwealth. State actions to address current state budget concerns should not result in the transfer of state prisoners to local jails, which would exacerbate the funding imbalance. The 2010-2012 biennium budget exacerbates these concerns by reducing the per diem paid for local responsible inmates in local or regional jails from $8 per day to $4 per day; from $8 or $14 per day to $12 per day for state inmates housed in local or regional jails (including the out-of-compliance inmates); and the elimination of the additional $14 per day currently paid for any inmates in contract beds through agreements with the Department of Corrections. Additionally, the adopted budget changes the definition of state-responsible offenders from felons with sentences of one year or more to felons with sentences of two years or more, which could mean more inmates in local and regional jails at a lower reimbursement rate from the state. *(Updates and reaffirms previous position.)*
- Courts – The Commonwealth should adequately fund Virginia's courts, to ensure a well-functioning judicial branch. The underfunding of Virginia's court system places additional burdens on localities. From low pay for magistrates and court support staff (leading to a high turnover rate), to the current freeze on judicial vacancies, the courts are feeling the effects of repeated underfunding. The state must provide the resources necessary for a high quality, efficient court system by being a funding partner, rather than relying on local supplements to keep the system operational. *(Updates and reaffirms previous position.)*
- Juvenile Justice – The Commonwealth should provide adequate funding through the Virginia Juvenile Community Crime Control Act (VJCCCA) for programs designed to: prevent juvenile offenders from further penetrating the justice system; maintain youth in community based programs, rather than in state corrections centers; facilitate re-entry and prevent recidivism; and help troubled youth return to a more productive life and better future. In the FY 2012 budget, state funding for VJCCCA will have been reduced by over 67 percent since FY 2002. These cuts have created significant impacts in Fairfax County, and have required the termination of programs including the Family Counseling Unit and Intensive Supervision Program at the juvenile court. *(Updates and reaffirms previous County position.)*

General Laws

Absentee Voting

Support legislation to allow "no-excuse" absentee voting, allowing any registered voter to vote absentee without requiring that the voter state a reason for his/her desire to vote absentee. Support legislation that would provide for extended polling hours statewide to allow voters

additional time to reach polling places. Monitor consideration of an option for local governments to extend polling hours in the case of an emergency. *(Reaffirms previous position.)*

Fiscal Transparency
Support legislation necessary to enable the disclosure of certain local government financial transactions, provided that issues of privacy are addressed. Work is currently underway on the County's financial software that will provide more detailed budget and expenditure data to the public when the Enterprise Resource Plan project is completed. *(Reaffirms previous position.)*

Increased Threshold for Procurement of Professional Services
Support legislation to clarify that the threshold for procurement of professional services is $50,000, rather than $30,000. The General Assembly increased the threshold for use of competitive negotiation for the purchase of professional services from $30,000 to $50,000 in 2009; this bill would correct the omission of an additional Code section which applies to counties that elect to establish alternative procurement procedures through a resolution. *(New position.)*

Sexual Orientation
Support legislation to permit the County, as an urban county executive form of government, to prohibit discrimination in the areas of housing, real estate transactions, employment, public accommodations, credit, and education on the basis of sexual orientation. Fairfax County has already taken actions pursuant to existing State enabling legislation in the preceding areas on the basis of race, color, religion, sex, pregnancy, childbirth, and disability. *(Reaffirms previous position.)*

Videoconferencing of Advisory Boards
Support legislation to establish a limited exception to provisions of the Virginia Freedom of Information Act that would permit certain local citizen boards, authorities, and commissions to conduct meetings via videoconferencing, which would serve several goals, including (1) increasing volunteerism, especially among senior citizens, (2) reducing time commitments and long commutes on congested roads that now serve as impediments to those persons who serve on advisory panels, and (3) conserving fuel and lowering greenhouse gas emissions. Such a proposal could be crafted to apply only to entities that meet in an advisory capacity and are not required by statute. The Governor's Commission on Government Reform and Restructuring recently recommended allowing public bodies to meet electronically, provided certain conditions are met. (*Updates and reaffirms previous position)*

Health

Alternative On-Site Sewage Systems
Support legislation that would restore local government's right to regulate the use of alternative onsite sewage systems (AOSS) within the locality, including but not limited to the right to establish minimum setback distances and installation depths, and to prohibit the installation of such systems within or in close proximity to wetlands and other environmentally sensitive areas. Support legislation that would require sellers of residential property to disclose to prospective purchasers that an AOSS is on the property and that the system will have to be operated and maintained in accordance with applicable standards and requirements. *(New position.)*

Lyme Disease
Support funding initiatives that will advance research, surveillance, reporting, and diagnostics for Lyme disease. Cases of Lyme disease have been on the rise in Virginia, with over 800 cases reported to the Centers for Disease Control and Prevention in 2008. The Secretary of Health and Human Resources has recently convened a Lyme Disease task force to make recommendations

to the Governor regarding diagnosis, prevention, public education, medical treatment, and the impact of Lyme disease on children. *(Updates and reaffirms previous position.)*

Human Services

Health Care Reform (REGIONAL)
Support improvements in the state Medicaid program that increase access to services, particularly preventative services, resulting in lower overall health care costs.

The 2010 federal health care reform law contains many new directives for states and employers in providing health care coverage. A particularly significant provision for states is the expansion of the Medicaid program, which currently provides health care services for people in particular categories (low income children and parents, pregnant women, older adults, persons with disabilities). Virginia's current eligibility requirements are so strict that although it is the 12th largest state in terms of population, it is 48th in per capita Medicaid spending.

Due in part to that restrictive eligibility, the Commonwealth has already expressed concerns about the increased cost of this service expansion, but as Virginia begins the implementation of this new law, the state must be mindful of the potential impacts on localities. The Commonwealth should:

- Seek innovative methods of achieving cost containment through greater efficiencies, more targeted service delivery, and the use of technology to reduce Medicaid fraud, but avoid the implementation of traditional, outmoded and inflexible managed care;
- Work with local governments to provide appropriate flexibility and/or resources that may be necessary to effectively respond to the new federal law;
- Provide a smooth transition for those newly eligible for Medicaid services;
- Avoid actions that could shift costs to localities, including weakening the social safety net by restricting access or reducing funding for services.

Ensuring success will require close cooperation between the Commonwealth and local governments, as localities are frequently the service providers for the Medicaid population. *(New position.)*

Land Use

Adequate Public Facilities Ordinance
Support legislation to give localities authority to adopt an adequate public facilities ordinance that would permit localities to adopt provisions for deferring the approval of subdivision plats or site plans when it is determined that existing schools, roads, public safety, sewer or water facilities are inadequate to support the proposed development. Such legislation should not require localities to construct the necessary infrastructure within a timeframe established by the General Assembly. *(Reaffirms previous position.)*

Rights-of-Way
Oppose any reduction, preemption, or circumvention of VDOT's authority to manage and oversee highway rights-of-way or the County's rights as a property owner. Oppose any attempt to eliminate local governments' rights to charge, on a non-discriminatory basis, fair and reasonable compensation for use of its public property. *(Reaffirms previous position.)*

Public Safety

Accessibility
Support ensuring the inclusion of people with disabilities throughout the Commonwealth by increasing accessibility.

Fairfax County supports access for people with disabilities and older adults in public and private facilities. While significant progress has been made toward ensuring the equality and inclusion of people with disabilities in the 20 years since the passage of the Americans with Disabilities Act (ADA), continued advancement is needed. Improved accessibility in public buildings, housing, transportation and employment benefits all Virginians, by allowing people with disabilities to remain active, contributing members of their communities, while retaining their independence and proximity to family and friends. *(New position.)*

Computer Trespass
Support legislation to update current laws related to computer trespass in order to capture new technologies not covered by existing Code language. *(Previously a Board initiative; bill was carried over per Senate policy on proposed criminal statutes with fiscal impacts. Included as position statement until state fiscal situation improves.)*

Dangerous Weapons in Public Facilities
Support legislation to allow local governments to prohibit the possession of dangerous weapons in or on any facility or property owned or leased by the locality, with certain exceptions, including any person who has been issued a permit to carry a concealed handgun. Violation of such an ordinance would be punishable as a misdemeanor. It is particularly important that the County have such authority for any facility or property owned or leased by the County serving large populations of youth under the age of 18. Current law permits private property owners to decide whether or not to permit dangerous weapons on their property. *(Reaffirms previous position.)*

Ignition Interlock Devices
Support legislation that would require all persons convicted of Driving While Intoxicated to use an ignition interlock device as a condition to driving for a minimum period of six months. Current law requires the use of such a device for second and subsequent offenses of DWI and for offenses where the offender's blood alcohol content was at least 0.15 percent. *(Reaffirms previous position.)*

Pedestrian Safety
Support revisions to Virginia's existing pedestrian legislation to clarify the responsibilities of drivers and pedestrians in order to reduce the number of pedestrian injuries and fatalities that occur each year. In particular, support legislation that would require motorists to stop for pedestrians in crosswalks at unsignalized intersections on roads where the speed is 35 mph or less and at unsignalized crosswalks in front of schools. This issue is of special importance for pedestrians with physical or sensory disabilities, who are at particular risk of injury when crossing streets. *(Reaffirms previous position.)*

Pre-Trial Services (REGIONAL)
Oppose legislation that would place restrictions on the use of pre-trial release programs. Attempts were made in the 2010 Session to limit those eligible for pre-trial release (with or without bond), and similar legislation may be introduced in 2011. Local governments opposed the 2010 legislation because it would increase costs (as more defendants would be kept in jail prior to trial) without increasing public safety. In fact, since pre-trial units provide supervision and drug testing in addition to other services, limiting or ending pre-trial programs may reduce public safety. *(New position.)*

Teen Driving
Support legislation to make the following infractions primary offenses for drivers under the age of 18: violation of the ban on use of wireless communication devices while operating a motor vehicle; violation of curfew; violation of limits on underage passengers; and violation of the seat belt law. These acts are currently secondary offenses, which require observations of a primary offense for a law enforcement officer to initiate enforcement action. *(Reaffirms previous position.)*

Taxation

Communications Tax
In 2007, a new telecommunications tax law repealed a number of local taxes and replaced them with a statewide communications tax. At that time, it was intended that local governments be guaranteed, on a locality-by-locality basis, tax revenues equivalent to their FY 2006 percentage share of total statewide telecommunication tax revenues, with the amount of new tax generated for each locality to be equivalent to such telecommunication tax revenue received in FY 2006. Changes in market area, customers served, and new technologies should periodically be examined within the context of the law, to ensure a modern communications tax system for localities which reflects and reacts to an ever-changing landscape.

The 2010 General Assembly included language in the 2010-2012 biennium budget that appropriates the communications tax as if it were a state revenue. However, these local taxes are only collected by the state, and are not state General Fund revenues, and were placed in a special trust fund to avoid this exact scenario. The decision by the GA and Governor to appropriate these local dollars, coupled with budget language to use a portion of these funds on services managed by the Department for the Deaf and Hard-of-Hearing, is an alarming turn of events for local governments and breaches the agreement carefully reached between localities and the Commonwealth in 2007. *(Revises previous position.)*

Transportation

Overweight Vehicle Fees
Support legislation to change the state permitting fee structure for overweight vehicles to more equitably reflect the estimated pavement and bridge damage costs attributed to those vehicles. *(New position.)*

Secondary Road Devolution
Oppose any legislative or regulatory moratorium on the transfer of newly constructed secondary roads to VDOT for the purposes of ongoing maintenance. Also oppose any legislation that would require the transfer of secondary road construction and maintenance responsibilities to counties. *(Reaffirms previous position.)*

FAIRFAX COUNTY
Draft Transportation Fact Sheet

Northern Virginia Transportation Needs
Northern Virginia needs additional $700 million per year for transportation, above existing revenue streams (TransAction 2030).

Additional $172 million per year is needed to meet state commitment of 95% of eligible transit operating and capital expenses (as for urban roadway maintenance).

VRE needs more than $265 million for high priority capital, including: acquisition of new high-capacity railcars and of a new fare collection system; expansion of service and of mid-day storage of commuter trains; and the extension of platforms within the network.

Fairfax County's Secondary Road Program has declined from $29 million (FY 2004) to $240,000 (FY 2010) to *literally zero* (FY 2011) and beyond.

The Current Situation
CTB actions:
- Over the past three years, the Commonwealth Transportation Board has cut $4.6 billion from the Six Year Program.
- Unable to sell a majority of the $3 billion in statewide transportation bonds (HB 3202), as originally scheduled, due to insufficient revenues to pay debt service. $500 million were sold in May 2010.

VDOT has reduced staff from approximately 8,500 on September 8, 2008, to approximately 6,800, as of July 1, 2010, leaving the Department with over 600 unfilled positions below the maximum employment level of 7,500.

Growth in VDOT maintenance spending being reduced; however, costs for individual maintenance activities are increasing.

Possibility: Virginia soon unable to match federal transportation funds, requiring state to return some of these funds (in past Virginia has benefited from additional federal funds from other states unable to match).

Other Information
Current transportation funding sources:
- $0.175 per gallon of gasoline
- ½% sales tax
- 3% sales tax on motor vehicles
- Vehicle registration fees
- Driver's license fees
- Auto insurance premium taxes
- 2% recordation tax

Sample County project costs:
- Signalizing an intersection: $250,000
- Major Interchange (Fairfax County Parkway @ Fair Lakes Parkway): $80 million
- Major Intersection Improvement (Rt. 29 @ Gallows Rd.): $120 million
- Road Widening Project (Stringfellow Rd (2 to 4 lanes Rt. 50 to Fair Lakes Blvd): $46 million
- Springfield CBD Multi-modal Transit Center: $40 million
- Metrorail Car: $3 million
- Fairfax Connector Bus: $444,500

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FAIRFAX COUNTY
Draft Budget Fact Sheet

State General Fund
46% of the state General Fund (GF) will provide aid to localities in the FY 2012 adopted budget (down from 52% in FY 2009).

31% of the GF will provide funding for K-12 in the FY 2012 adopted budget (down from 35% in FY 2009).

GF revenues in FY 2010 were less than GF revenues in FY 2006.

GF tax changes over the last 10 years have neutralized 2004 tax increase:
- 2004 tax reforms raised about $1.6 billion per biennium in new revenue
- Since 1999, more than $1.8 billion per biennium in state tax cuts and GF revenue reductions.

State Budget Cuts
State GF appropriation to localities has decreased by $1 billion since FY 2009.

K-12 funding cut $773 million in FY 2011 from original budget for FY 2010 (partially backfilled with federal stimulus funds).

The 2010 GA adopted permanent, structural cuts to K-12 totaling over $325 million per year, in addition to the $376 million per year cut to K-12 support positions made the previous session.

State K-12 spending per pupil has fallen from approximately $5,300 in FY 2009 to approximately $4,500 in FY 2011, while Virginia localities already spend $3 billion more per year than required to match state K-12 funding.

Fairfax County Impacts
NOVA comprises 27% of the state population, generates 43% of state individual income tax revenues, receives 21% of state GF appropriations.

State funding to Fairfax County (not FCPS) cut $25.9 million since FY 2009.

72.7% of the FCPS budget funded by F. Co. (the average district receives about half from its local government).

FCPS receives 19.5% share of funding from the state (the average funding share is 48%, due to the local composite index).

85% + of the FCPS budget is for direct costs associated with providing instructional programs.

**Data is drawn from Fiscal Analytics and Fairfax County resources.*

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2011 Fairfax County Human Services Issue Paper

The United States remains in the midst of a national economic crisis of historic proportions. While it appears that economic recovery may be in the beginning stages, this crisis continues to affect Americans in all aspects of their day to day lives, creating dire circumstances for many, including joblessness and homelessness. At all levels of government, uncertainties about the nation's financial outlook threaten the safety net that protects our most vulnerable populations – a safety net that is more essential now than at any time in recent memory.

Protecting the Social Safety Net and Building Self-Sufficiency at the Local Level

It is the responsibility of the Commonwealth to help Virginians who are unable to fully meet their own needs, and as a result of current economic hardships, those needs are greater now than ever. Healthy and productive individuals, families, and communities are the foundation of the Commonwealth's present and future security and prosperity. Ensuring a solid foundation requires a strong partnership among all levels of government – federal, state and local – each possessing unique strengths. As the form of government closest to the people, local human services departments have been stressed to the limit of their capacity by recent dramatic increases in demand resulting from the economic crisis.

This issue paper is a supplement to the 2011 Fairfax County Legislative Program. It is the goal of the Fairfax County Board of Supervisors to work with the County's General Assembly delegation to achieve the following objectives:

- Protect the vulnerable;
- Help people and communities realize and strengthen their capacity for self-sufficiency;
- Ensure that children thrive and youth successfully transition to adulthood;
- Ensure that people and communities are healthy through prevention and early intervention;
- Increase capacity in the community to address human service needs;
- Build a high-performing and diverse workforce to achieve these objectives.

Fairfax County has long recognized that investments in critical human services programs can and do save public funds by minimizing the need for more costly services. This is not the time to abandon those essential investments. *(Updated)*

Initiatives/Action Statements

Human Services

Administration of Prescription Medication in Home Child Care Facilities

Initiate legislation to amend the Virginia Drug Control Act to clarify that family child care providers who are regulated/permitted through local ordinance in Northern Virginia may legally administer medication to children in their care, similar to the current authorization for state-licensed child care providers. The Virginia Drug Control Act was amended in 2006 to legalize the administration of prescription medications by *state-licensed* family child care providers who complete a training program and satisfy other criteria established in the law. However, it does not authorize *locally-regulated/permitted* family child care providers to administer prescription medications to children in their care, which potentially could place any County-permitted family child care provider who administers medications to children at risk of criminal prosecution under Virginia Code Title 18.2, Chapter 7, Article 1. Approximately 1800 family child care providers are permitted by Fairfax County. They care for thousands of children, some of whom may need prescription medication administered to them while they are in care, especially children with special needs.

Priorities

Health Care Reform

Support improvements in the state Medicaid program that increase access to services, particularly preventative services, resulting in lower overall health care costs (REGIONAL).

The 2010 federal health care reform law contains many new directives for states and employers in providing health care coverage. A particularly significant provision for states is the expansion of the Medicaid program, which currently provides health care services for people in particular categories (low income children and parents, pregnant women, older adults, persons with disabilities). Virginia's current eligibility requirements are so strict that although it is the 12th largest state in terms of population, it is 48th in per capita Medicaid spending.

Due in part to that restrictive eligibility, the Commonwealth has already expressed concerns about the increased cost of this service expansion, but as Virginia begins the implementation of this new law, the state must be mindful of the potential impacts on localities. The Commonwealth should:

- Seek innovative methods of achieving cost containment through greater efficiencies, more targeted service delivery, and the use of technology to reduce Medicaid fraud, but avoid the implementation of traditional, outmoded and inflexible managed care;
- Work with local governments to provide appropriate flexibility and/or resources that may be necessary to effectively respond to the new federal law;
- Provide a smooth transition for those newly eligible for Medicaid services;
- Avoid actions that could shift costs to localities, including weakening the social safety net by restricting access or reducing funding for services.

Ensuring success will require close cooperation between the Commonwealth and local governments, as localities are frequently the service providers for the Medicaid population. *(New position)*

Positions

State Resource Investments for Keeping People in Their Communities

Human services programs serve a wide range of people, including low income individuals and families; children at risk for poor physical and mental health, and educational outcomes; older adults, persons with physical and intellectual disabilities; and those experiencing mental health and substance use issues. These individuals want the same opportunities every Virginian wants – not just to survive, but to thrive, by receiving the services they need while remaining in their homes and communities, allowing continued connections to family, friends, and their community resources. In recent years, changes in philosophy have led public policy to embrace this direction, as a more cost-effective, beneficial approach – allowing those with special needs to lead productive lives in their own communities, through care and support that is much less expensive than institutional care.

Meeting these needs requires a strong partnership between the Commonwealth and local government. This is particularly true in the area of funding, which is necessary to create and maintain these home and community based services, and must be seen as an investment in the long-term success of the Commonwealth. Unfortunately, it has increasingly become the practice of the Commonwealth to significantly underfund core human services or neglect newer best practice approaches, leaving localities to fill gaps in the necessary services through local revenues in order to meet these critical needs. Fairfax County understands the fiscal challenges facing the Commonwealth; the County is facing those same challenges.

Nevertheless, the process of fundamentally reorganizing and restructuring programs and outdated service delivery systems for vulnerable populations in order to more successfully achieve positive outcomes, requires an adequate state investment, which will ultimately pay dividends for years to come. While there may not be new funds available this year, it is critical that these needs remain on the priority list.

Medicaid Waivers

Support funding and expansion for Virginia's Medicaid waivers that provide critical home and community based services for qualified individuals. ***(Revises and reaffirms previous position)***

Medicaid funds both physical and mental health care services for people in particular categories (low income children and parents, pregnant women, older adults, persons with disabilities). It is financed by the federal and state governments and administered by the states. Federal funding is provided based on a state's per capita income – the federal match rate for Virginia has traditionally been 50 percent (this percentage has been higher recently due to enhanced federal funding for Medicaid but will return to 50 percent at the end of FY 2011). Because each dollar Virginia puts into the Medicaid program draws down a federal dollar, what Medicaid will pay for is a significant factor in guiding the direction of state human services spending. However, states set their own income and asset eligibility criteria within federal guidelines; Virginia's requirements are so strict that although it is the 12th largest state in terms of population, it is 48th in per capita Medicaid spending.

Virginia offers fewer optional Medicaid services than many other states (in addition to federally mandated services), though Medicaid beneficiaries in Virginia may also receive coverage through home and community-based "waiver" programs, which allow states to "waive" the requirement that an individual must live in an institution to receive Medicaid funding. Waivers result in less expensive, more beneficial care. In addition, the reduced financial eligibility requirements make waiver slots especially important for lower income families with older adults, people with disabilities or significantly ill family members in Virginia, where Medicaid eligibility is highly restrictive.

The number and type of waivers is set by the General Assembly, and the extensive waiting lists for some demonstrate the significant unmet needs that exist in the Commonwealth (current Virginia waivers include AIDS, Alzheimer's, Day Support for Persons with Intellectual Disabilities, Elderly or Disabled with Consumer-Direction, Intellectual Disabilities, Technology Assisted and Individual and Family Developmental Disabilities Support). Fairfax County supports the following adjustments in Medicaid waivers:

- **Support automatic rate increases.** Medicaid waivers for the Elderly or Disabled with Consumer Direction and the Individual and Family Developmental Disabilities Support should keep pace with rising costs, while maintaining existing funding and services available through these waivers. Additional waiver slots are also needed for the Individual and Family Developmental Disabilities Support waiver. *(Revises and reaffirms previous position)*
- **Support creation of dedicated waivers.** New waivers are needed for people with brain injuries, autism, or people who are blind, deaf/blind, or suddenly become blind. *(Reaffirms previous position)*
- **Support increased waiver funding.** Funding is needed for an additional 1200 individuals with intellectual disabilities to receive services in each of the next two years. *(Reaffirms previous position)*
- **Support funding for an expansion of services.** Additional medical and behavioral services are needed under the Intellectual Disabilities Waiver, for individuals whose needs extend beyond the standard benefits available. *(Reaffirms previous position)*

Children and Families

Child Day Care Services

Support state child care funding for economically disadvantaged families not participating in TANF/VIEW, known as "Fee System Child Care," and support an increase in child care service rates in the 2010-2012 biennium budget.

Particularly during periods of economic downturn, a secure source of General Fund dollars is needed statewide to defray the cost of child care, protecting state and local investments in helping families move off of welfare and into long-term financial stability.

Research clearly indicates that the employment and financial independence of parents is jeopardized when affordable child care is outside of their reach. Parents may be forced to abandon stable employment to care for their children or they may begin or return to dependence on welfare programs. In order to maintain their employment, some parents may choose to place their children in unregulated and therefore potentially unsafe child care settings. Without subsidies to meet market prices, low-income working

families may not access the quality child care and early childhood education that helps young children enter kindergarten prepared to succeed. In the Fairfax community, where the median annual income of families receiving fee-system child care subsidies is $24,960, the cost of full-time child care for a preschooler ranges from $8,000 to over $13,000 per year. Many of these families are truly 'the working poor' who require some assistance with child care costs in order to help them achieve self-sufficiency. *(Updates and reaffirms previous position)*

Comprehensive Services Act (CSA)

Support continued state responsibility for funding mandated CSA foster care and special education services on a sum-sufficient basis, and support continuation of the current CSA local match rate structure, which incentivizes serving children in the least restrictive community and family-based settings. Also, support legislation that would clarify when CSA policy changes are subject to the Administrative Process Act to ensure full review of the impacts and implications of the changes proposed.

The Comprehensive Services Act is a 1993 Virginia law that provided for the pooling of eight specific funding streams used to purchase services for high-risk youth, and requires a local funding match. The purpose of CSA is to provide high quality, child centered, family focused, cost effective, community-based services to high-risk youth and their families. Children receiving certain special education and foster care services are the only groups considered mandated for service. Because there is "sum sufficient" language attached to these two categories of service, this means that for these youth, whatever the cost, funding must be provided by state and local government. During the 2010 veto session, the Governor proposed a budget amendment to cap state funding for CSA, essentially eliminating the sum sufficient requirement and allowing the Commonwealth to renege on its commitment to this critical program. Fortunately, the General Assembly rejected this attempt, and Fairfax County will continue to strongly oppose any such efforts in the future.

Many policy and procedural changes have been made to CSA since its inception, but unfortunately many of these changes were made in the form of guidelines rather than regulations. This approach eliminates the 60 day public comment period required under the Administrative Process Act. Without a full vetting, detrimental changes could result; APA vetting requirements support careful review so that all impacts can be understood by both the State and affected communities. *(Reaffirms previous position)*

Foster Care/Kinship Care

Support legislation and resources to encourage the increased use of kinship care, keeping children with their families. Also support legislation that would allow youth in Foster Care to be adopted between the ages of 18-20 and extend the availability of subsidy for this population.

In 2008, Virginia embarked on a Children's Services Transformation effort, to identify and develop ways to find and strengthen permanent families for older children in foster care, and for those who might be at risk of entering foster care. The Transformation, founded on the belief that everyone deserves and needs permanent family connections to be successful, is leading to significant revisions in Virginia's services for children. Through kinship care (when a child lives with a relative), children remain connected to family and loved ones, providing better outcomes. However, without a formal statewide Kinship Care program, many relatives in Virginia are unable to care for children in their family due to financial hardship, resulting in foster care placements.

Additionally, once a youth turns 18, they can continue to receive services through foster care, but they are no longer eligible for an adoption subsidy. This lack of financial support may impact families' ability to adopt older youth. By extending adoption subsidy to age 21, more Virginia youth may have the opportunity to find permanent homes. *(Reaffirms previous position)*

Community Based Services and Early Intervention

Support increased capacity for intensive community services for children, and for the Infant Service/Early Intervention Program.

Additional capacity in the Child and Family service system is necessary to address the needs of children and their families requiring intensive community services, helping to maintain children safely in their own homes and reducing the need for foster care or residential treatment as the first alternative. Additional capacity is also needed in the Infant Service/Early Intervention Program, in order to meet the 8 percent annual growth factor at minimum. *(Reaffirms previous position)*

Aging and Disability

Home and Community Based Services for Older Adults and People with Disabilities

Support the reinstatement of funding for home and community-based services, nutrition, transportation, in-home, chore and companion services, that help people live in their own homes and seek to increase these services in the 2010-2012 biennial budget.

Home and Community-Based Services – such as personal care, home-delivered meals, transportation, care coordination, and adult day/respite care – provided by the Commonwealth's twenty-five Area Agencies on Aging (AAAs) save Virginia tax-payers money while helping older Virginians function independently, keep them in the least restrictive setting of their choice, build on family support, decrease the risk of inappropriate institutionalization, and improve life satisfaction. In addition, chore and companion services are funded locally and by the Virginia Department for Social Services and assist eligible older adults and adults with disabilities with activities of daily living (bathing and housekeeping). *(Reaffirms previous position)*

Auxiliary Grants

Support an increase in the monthly rate for auxiliary grants (currently $1,112 statewide and 15% higher for Northern Virginia at $1,279) and support the elimination of the local 20 percent match.

The auxiliary grants program supplements the income of eligible older adults and adults with disabilities, to pay for care in licensed, safe, assisted living facilities (ALFs) avoiding more expensive and restrictive institutional care or worse, avoiding homelessness or unsafe, unhealthy housing. In the County, the average cost of an ALF is $2000 per month; the cost is higher for private ALFs in the region. Any reductions in auxiliary grant rates would impact the housing of people living in ALFs. *(Revises and reaffirms previous position)*

Intellectual Disabilities

Support additional direct state General Fund support for Department of Rehabilitation Services programs for 1000 individuals statewide on an annual basis (these individuals are not eligible for Medicaid funded services).

Virginia's highly restrictive Medicaid eligibility requirements preclude many low-income Virginians with intellectual disabilities from receiving much needed services. In Fairfax County, this is particularly true for young adults just graduating from high school. State resources are needed to assist this vulnerable population. *(Reaffirms previous position)*

Disability Services Board (DSB)

Support reinstatement of state funding sufficient to enable every locality, either singly or regionally, to have a Disability Services Board (DSB), so that the key provisions of §51.5-48 can be implemented.

Key provisions include the ability to assess local service needs and advise state and local agencies of their findings; to serve as a catalyst for the development of public and private funding sources; and to exchange information with other local boards regarding services to persons with physical and sensory disabilities and best practices in the delivery of those services. Without such a network of local representatives with expertise in these issues, the opportunity for valuable statewide collaboration will be lost. *(Reaffirms previous position)*

Accessibility

Support ensuring the inclusion of people with disabilities throughout the Commonwealth by increasing accessibility.

Fairfax County supports access for people with disabilities and older adults in public and private facilities. While significant progress has been made toward ensuring the equality and inclusion of people with disabilities in the 20 years since the passage of the Americans with Disabilities Act (ADA), continued advancement is needed. Improved accessibility in public buildings, housing, transportation and employment benefits all Virginians, by allowing people with disabilities to remain active, contributing members of their communities, while retaining their independence and proximity to family and friends. *(New position)*

Health, Well Being, and Safety

Adult Protective Services and Public Assistance Eligibility Workers

Support state funding for additional Adult Protective Services social workers and Eligibility Workers.

Adult Protective Services

The number of Adult Protective Services investigations is growing in the state and in Fairfax County as the aged population grows. In Fairfax County, investigations have increased from 818 in FY 2007 to 1000 in FY 2010. Access to community-based services can reduce personal and family stresses that sometimes lead to APS calls. (APS Services may include case management, home-based care, transportation, adult day services, and screenings for residential long-term care. Local Adult Protective

Services (APS) programs investigate reports of suspected adult abuse, neglect or exploitation and can arrange for health, housing, counseling, and legal services to stop the mistreatment and prevent further abuse. *(Updates and reaffirms previous position)*

Public Assistance Eligibility Workers
Additionally, economic downturns increase demands on Eligibility Workers (employees who determine the eligibility of applicants and recipients for public assistance programs) to respond to assistance requests in a timely manner. When a family is sufficiently stressed to reach out for assistance, rapid response can mitigate further escalation in the family's downward spiral. From FY 2008 to FY 2010, Fairfax County experienced a 37 percent increase in public assistance cases (from an average monthly caseload of 51,939 to 71,373). In FY 2011, that number has already increased to over 77,000 cases. During the same time period, the County has also experienced a 27 percent increase in applications for assistance that must be processed. These increased demands, without appropriate state funding, may create delays in providing this critical assistance. *(Updates and reaffirms previous position)*

Substance Abuse:
Support increased capacity to address substance abuse and use issues through robust community based prevention programs.

Studies show that substance abuse is among the most costly health problems in the United States. Effective community based prevention programs can reduce rates of substance use and can delay the age of first use. Additionally, prevention programs can contribute to cost savings by reducing the need for treatment – a win-win for all involved. *(Reaffirms previous position)*

Community Action Agencies
Support continued state funding for Community Action Agencies.

Community Action Agencies in Virginia develop a wide range of educational, employment, housing, crisis intervention, community and economic development opportunities for people with very low incomes (under 125 percent of poverty). Since 1988, Virginia has supplemented federal Community Services Block Grant (CSBG) dollars provided to localities with state funding (through a combination of state General Funds and TANF funds). This critical funding has led to economic stability for hundreds of thousands of Virginia's poorest citizens and improved their communities. However, since FY 2010, the state has decreased its funding for this essential program, and will eliminate all state funding in FY 2012. While the County received $762,019 for this program in FY 2009 (including the state contribution), in FY 2012, it is anticipated that the County will only receive approximately $550,000 if no state funding is provided, a 28% decrease. Such a significant funding cut will impact the County's ability to serve this vulnerable population. *(New position)*

Mental Health

Mental Health
Support the continuation of efforts for mental health reform at the state level and support additional state funding, as part of the promised down payment of such funding to improve the responsiveness of the mental health system.

It is essential that the state ensure that the hundreds of Fairfax County residents with serious mental illness and disabling substance dependence receive intensive community treatment following an initial hospitalization or incarceration. *(Reaffirms previous position)*

Emergency Responsiveness

Support sufficient state funding for those county residents who need acute care service within local hospitals or within our local crisis stabilization programs.

While the Commonwealth provides some funding for emergency responsiveness, this funding does not reflect increased costs over time. As a result, the costs of treating this critical population are increasingly shifted to localities. *(Reaffirms previous position)*

Regional Older Adult Facilities Mental Health Support Team (RAFT)

Support increased state funding for the Regional Older Adult Facilities Mental Health Support Team (RAFT) Program.

The Regional Older Adult Facilities Mental Health Support Team (RAFT) provides intensive geriatric mental health support to partnering Nursing Homes and Assisted Living Facilities to serve older adults with serious mental illnesses in Northern Virginia. Today, this program provides a stable environment for mentally fragile older adults, and is not yet available statewide. Positive results are now being documented, at lower costs than alternatives without these services. Currently, four Fairfax County residents are benefiting from the RAFT program. *(Reaffirms previous position)*

FAIRFAX COUNTY
Draft Human Services Fact Sheet

Poverty in Fairfax County

Poverty for a family of four in Fairfax County in 2010 is defined by the federal government as a family annual income of less than $22,050. The poverty rate in Fairfax County is 5.6% of the population, or 57,890 people (the total population in Fairfax County is 1,037,605 people).

In Fairfax County:

- 6.8% of all children (under age 18) live in poverty;
- 8.1% of children under age 5 live in poverty;
- 4.6% of all persons over the age of 65 live in poverty;
- 3.5% of families live in poverty;
- 12,657 (or 13.3%) of African Americans live in poverty;
- 18,927 (or 12.2%) of Hispanics live in poverty;
- 16,359 (or 2.8%) of Non-Hispanic Whites live in poverty;
- 16.4% of families with a female head of household—no father present and children under eighteen—live in poverty;
- 13.8% of County residents have incomes under 200% of poverty ($44,100 year for a family of four).

Employment

- The unemployment rate is 4.6% (September 2010, up from 3.0% in July 2008). This represents approximately 27,623 unemployed residents looking for work.

Housing

- In 2009, the average monthly rent of a one-bedroom apartment was $1,175, an increase of 67% since 1996.

Health

- An estimated 108,605 or 10.6% of County residents were without health insurance in 2009.

Linguistic Isolation

- 7.5 % of County households are linguistically isolated (meaning no one over the age of five speaks English “very well”).

Child Care

- The cost of full-time child care for a preschooler ranges from $8,000 to over $13,000 per year.

Food

- In 2009-2010 school year, Fairfax County Public Schools reported that 42,204 students (or 25 percent of enrollment) were eligible for free and reduced lunch.

Caseloads Have Increased Significantly in Fairfax County:

- The overall Family Services caseload is up 37% from July 2008 to June 2010.

- The County's TANF caseload has increased from 1,265 in July 2008 to 1,813 in August 2010 (a 43% increase in 2 years).
- The County's SNAP (Food Stamp) caseload increased 12,519 in July 2008 to 20,186 in August 2010 (a 61% increase in 2 years).
- In the last three years, there has been an increase in the number of Women, Infant and Children (WIC) participants. In FY 2008, total participation was 17,150; in FY 2009, total participation was 18,952. By FY 2010, total participation had increased to 19,616.
- Between FY 2008 and 2009, there has been a 20% increase in the number of Community Health Care Network (CHCN) clients enrolled. FY 2008 - 17,003; FY 2009 - 20,418. In FY 2010, the number of patients enrolled increased by 28.1% to 26,157.

Preliminary Draft
Fairfax County
FY 2012 Federal Appropriations Funding Requests
112th Congress, 1st Session

Federal BRAC Impact Mitigation at Fort Belvoir……2

County Transportation Requests

Reconstruction of the I-95/Fairfax County Parkway Interchange at Newington ($5M)
Widening of U.S. Route 1 through Fort Belvoir ($150M)
Widening of north and south bound Rolling Road Ramp at the Fairfax County Parkway ($5M)
Fairfax County Parkway/Neuman Street Interchange ($5M)
VA-236 (Little River Turnpike)/Beauregard Street Intersection ($5M) *(new)*

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County Transportation Requests

I-66/Vienna Metrorail Accessibility and Capacity Improvements ($5M)
Richmond Highway Public Transportation Initiative ($5M)
Springfield Multi-Use Community Transportation Hub ($5M)
Pedestrian Access Bridge Over Dulles Airport Access and Toll Road ($2.75M)
Jones Branch Interchange ($5M)
Enhancements to Franconia-Springfield Parkway between I-95 and Rolling Road ($10M) *(new)*
Rolling Road between Fairfax County Parkway and Old Keene Mill Road ($5M) *(new)*
I-66/Route 28 Interchange – Study and Design Only ($10M) *(new)*
Route 7 Widening Reston Avenue Dulles Toll Road- Design Only ($10M) *(new)*
I-66 Active Traffic Management ($8M) *(new)*

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Dedicated Funding for WMATA
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Huntington Flood Remediation ($10M)
New Alexandria/Belle View Flood Control Remediation ($10M)
Historic Centreville Park ($4M)
Lee District Park Family Recreation Area ($3.241M)
Water Reuse Project ($750K) *(new)*

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Law Enforcement Technologies ($1.196M) *(new)*

DRAFT

Federal BRAC Impact Mitigation at Fort Belvoir

Transportation

The Fort Belvoir Base Realignment and Closure (BRAC) plan will relocate 12,000-19,000 personnel to Fairfax County and has created the immediate need for infrastructure improvements in the surrounding area. The total estimated costs of Fairfax County transportation projects that are necessitated by the BRAC process vary from $626 million for the U.S. Army identified improvements to $1.6 billion for improvements identified by Fairfax County and VDOT due to the BRAC impacts. Regardless of which number one subscribes to, the federal government has not committed to fulfilling even a fraction of the lowest estimate.

Fairfax County is doing its part by providing over $45 million in funding for BRAC related transportation improvements, while the Commonwealth of Virginia has provided over $300 million in funding so far. To date, the Federal government has provided $54 million for completion of the portion of the Fairfax County Parkway within the Engineer Proving Grounds (EPG) through the American Recovery and Reinvestment Act of 2009. In addition, the federal government has provided funding for defense access road ramps from I-95 to access the EPG and construction of Mulligan Road at the main post. However, as BRAC relocation is a federal action, more responsibility for ensuring appropriate mitigation must rest with the federal government. Addressing an issue of this magnitude will require unique federal solutions on a scope not normally associated with the appropriations process.

Fairfax County is pleased that the Army has agreed to disperse the personnel moving to Fort Belvoir by capping the number of personnel at the EPG at 8,500. The County supports the inclusion of the GSA warehouse site as part of Fort Belvoir for any additional growth at Fort Belvoir in the future.

In addition to the many projects already included in the Constrained Long Range Plan and the County's Capital Improvement Plan, the Fort Belvoir BRAC plan has created a need to address numerous transportation impacts that the plan will have on Fairfax County. The full list of transportation improvements and total unfunded project cost to address its impacts, above and beyond what is incorporated in existing plans, include the following:

Top Priority (County requests in bold)	**Unfunded Project List**
- ***Reconstruction of the I-95/Fairfax County Parkway Interchange at Newington***	***$ 80 Million***
- ***Widening of U.S. Route 1 through Fort Belvoir***	***$150 Million***
- ***Widen north and south bound Rolling Road Ramp at the Fairfax County Parkway***	***$ 25 Million***
- ***Fairfax County Parkway/Neuman Street Interchange***	***$ 50 Million***
- Additional and improved ramps to and from I-95 for the EPG	$ 40 Million

High Priority	
- Improvements to existing EPG entrance at Barta and Backlick Roads	$4 Million
- Additional intersection improvements in the impacted areas	$15 Million
- Improvements to Fairfax County Parkway between I-95 and Kingman Road	$55 Million
- Interchange at Fairfax County Parkway and Kingman Road	$30 Million
- Transit center and ridesharing facility(s)	$45 Million
- Implementation of expanded bus service and circulator service	$75 Million
- Additional grade separated crossings over U.S. Route 1 between North and South posts	$15 Million
- Improvements to Beulah, Telegraph, Backlick, Loisdale, Rolling and Newington Roads	$50 Million
- Interchange at U.S. Route 1 and Fairfax County Parkway	$55 Million
- Interchange at Telegraph Road and U.S. Route 1	$75 Million
- Extension of Metrorail to Fort Belvoir	$600 Million
- Completion of Van Dorn Street/Franconia Road Interchange	$90 Million

Within the appropriations process, the County is requesting funding for five essential projects that will be the focus of the County's efforts for BRAC mitigation (shown in bold/italics above and below): $150 million for the widening of Route 1 through Fort Belvoir and $5 million each toward to total project costs of the reconstruction of the I-95/Fairfax County Parkway Interchange at Newington ($80 million needed - total); widening the north and southbound Rolling Road ramp at the Fairfax County Parkway ($25 million needed - total); construction of the Fairfax County Parkway/Neuman Street Interchange ($50 million needed - total); and reconstruction of the Route 236/Beauregard Street intersection ($35 million needed - total). The remaining projects provide an outline of the larger funding needs to be addressed separately.

Schools/County Services

Fairfax County and Fairfax County Public Schools will face numerous increases in order to accommodate the BRAC realignment. For example, the Army's EIS assessment indicated an influx of over 3,200 school-age children into Fairfax County as a result of the BRAC actions. Fairfax County Public Schools (FCPS) estimates the capital costs to accommodate such an increase to be $77.1 million. Fairfax County will face increased demands in services, including potentially necessary sewer and water capacity expansion, the need for additional parks and recreation facilities and additional demands on County public safety agencies.

Federal Transportation Impacts to Fairfax County Resulting from Washington Headquarters Services/Mark Center Location Decision

The arrival of approximately 6,400 Washington Headquarters Services (WHS) employees to the Mark Center site will impact Fairfax County in both the short- and long-term time frames. Transit and traffic operations will be impacted by the construction and implementation of improvements that will be made in response to BRAC Recommendation 133 in the short term; and as a result of increased traffic through the County to the Mark Center in the long term. According to the final Environmental Assessment (EA) for BRAC 133, most of the WHS employees at the Mark Center will travel through Fairfax County from locations in Prince William, Loudoun, Stafford, and Prince George's Counties, among others. The EA noted the following improvements, at a minimum, would need to be made to accommodate BRAC 133 at the Mark Center:

Top Priority Regional Improvements (within Fairfax County):

These projects are in addition to site access improvements needed at the Mark Center to provide capacity on the frontage roads and other facilities:

- ***Route 236 (Little River Turnpike)/Beauregard Street intersection*** ***$35 Million***
- I-395/Seminary Road interchange capacity improvements $40 Million

Top Priority Local Improvements (within Fairfax County)

Fairfax County has identified the following facilities which will be impacted by increased traffic relating to the WHS relocation to Mark Center:

- I-395/Route 236 (Duke Street/Little River Turnpike) interchange $20 Million
- Beauregard Street $10 Million
- Local BRT and Transit $10 Million
- I-95/I-395 (Shirley Highway) Transit Service $10 Million

Fairfax County
FY 2012 Federal Appropriations Funding Requests

County Transportation Requests

I-66/Vienna Metrorail Accessibility and Capacity Improvements *(111th Congress request)*:
Fairfax County is requesting $5.0 million for the construction of a transit/HOV access ramp from I-66 to the Vaden Drive bridge near the Metrorail Station. This would allow faster transit access to the station, encourage bus ridership, improve the safety of I-66 by eliminating the need for buses to cross three lanes of congested interstate traffic from the HOV lanes to the exit ramp, and alleviate parking problems. This project becomes even more critical as transit ridership increases due to congestion and economic factors.

Richmond Highway Public Transportation Initiative *(111th Congress request):*
The Richmond Highway (U.S. Route 1) Corridor is one of the most heavily transit dependent areas of Fairfax County. It is also one of the most congested and economically disadvantaged. Currently, pedestrians and transit passengers have significant difficulty crossing the six lanes and numerous turn lanes on Richmond Highway. The Route 1 Corridor Bus Study, conducted by NVTC, found that transit service would be better utilized if transit facilities are upgraded. To help increase transit ridership, reduce traffic congestion and promote economic revitalization in the area, Fairfax County is requesting $5.0 million for design work, land acquisition, and partial construction of a transit center and park-and-ride lot, as well as a study to examine long-term transit and highway solutions for U.S. Route 1.

Springfield Multi-Use Community Transportation Hub *(111th Congress request)*:
A multimodal transportation, recreation, community and commercial center to include transit, pedestrian, and bicycle access; structured parking; commercial development; open park recreational area; and community meeting space. The Springfield Multi-use Community Transportation Hub will serve as a critical element in reducing traffic congestion in the Northern Virginia region. This facility, based on the *Springfield Connectivity Study*, will provide commuter parking and serve as a hub to access a variety of transit investments that have been made in the Greater Springfield area over the past two decades. The proposed facility consists of a five story structure, with an outdoor recreation space on the rooftop. The facility would support up to 1,100 commuter parking spaces, up to 10,000 square feet of retail space, and up to 20,000 square feet of office/public use space. The outdoor recreation area on the roof would include over 80,000 square feet of open space. Envisioned with a synthetic turf rectangular field, this facility provides an area for athletic events, recreational exercise and includes supporting amenities, such as shade canopies and plantings. Fairfax County is requesting $5.0 million to partially fund construction of this multi-use transportation hub.

Pedestrian Access Bridge Over Dulles Airport Access and Toll Road *(111th Congress request)*:
This project would construct a new pedestrian bridge adjacent to the existing Trap Road overpass over the Dulles Airport Access and Toll Road (DAATR) including missing sidewalk and trail segments along Trap Road, Campbell Road and across from the Wolf Trap National Park. The proposed pedestrian bridge would provide a safe passage for those who currently cross the DAATR on the existing two lane overpass with no shoulder or sidewalk. The sidewalk/trail segments would provide better connections between neighborhoods on opposite sides of the DAATR, parks and recreation areas, and expand access to larger trail networks like the Fairfax County Cross County Trail, the W&OD Trail and the NoVi Trail Network. The total project length: 0.93 miles. Funding is available for the preliminary engineering and design, but additional funding is needed to construct the project. Fairfax County is requesting $2,750,000 for this project.

Transportation Requests *(Cont.)*

Jones Branch Interchange *(111th Congress request)*:
Construction of a new four lane roadway (two lanes in each direction) providing north- and southbound access to and from HOT Lanes. The project includes a new ten foot wide sidewalk on the north side of the road. Phase 1 would involve building a bridge with minimal impact on Beltway, by shifting traffic on Jones Branch Drive to the west side to allow construction of the new Jones Branch connector. Phase 2 would involve switching traffic onto the new east side of Jones Branch Drive to allow for completion of construction of the road. Funding is available for Phase 1 of the project, but cost and time savings can be realized if both phases are fully funded. Fairfax County is requesting $5.0 million to partially fund construction of this project.

Enhancements to Franconia-Springfield Parkway between I-95 and Rolling Road *(new)*:
This project would create enhancements to the Franconia-Springfield Parkway between I-95 and Rolling Road. This includes constructing single occupancy vehicle ramps between Franconia-Springfield Parkway and I-95 - currently, there is only an exit from the HOV lanes. This project will help reduce congestion along this busy corridor and will provide greater access from I-95 to and from the Springfield area and other Northern Virginia locations west of I-95. Fairfax County is requesting $10.0 million for design of this project.

Rolling Road between Fairfax County Parkway and Old Keene Mill Road *(new)*:
This project will widen this section of Rolling Road from two lanes to four lanes. This portion, the only one north of the Engineer Proving Grounds that is not four lanes, experiences constant congestion, making it extremely difficult for those living on the road to get in and out of their residences. Additionally, Rolling Road is a main route to access the Engineer Proving Grounds from the north. As portions of Rolling Road are currently without sidewalks, the improvements will help provide the missing links for pedestrian access. It also includes wide curb lanes for bike access, which is needed, because Rolling Road connects to the Cross County Trail, the primary multi-use north/south trail in the county. The public hearing has been held on this project, and its design is complete. Fairfax County is requesting $5.0 million to gain the right-of-way access needed for the project.

I-66/Route 28 Interchange *(new)*:
Currently, the interchange does not fully accommodate all directional movements. In some instances, left-turn signals are required to travel on and off the interstate, which creates extensive congestion. Removing the signalized movements and providing more direct access would greatly improve vehicle flow and significantly reduce traffic and congestion. Fairfax County is requesting $10 million for a study to decide how to proceed with improvements to this interchange and design of the project.

Route 7 Widening Reston Avenue to Dulles Toll Road *(new)*:
This project will widen Route 7 from four to six lanes, significantly improving extensive congestion along this and nearby roadways. Route 7 is a major thoroughfare into Tysons Corner, one of the largest employment centers in the nation, and is continually subject to overcrowding. Though Fairfax County is working to transform Tysons Corner into a more pedestrian and transit accessible area, vehicle access is still critical and widening Route 7 is essential to ensuring employees can reach their place of work. This project includes multi-use trails on both sides of the roadway, which currently has no place for pedestrians to walk, allowing for greater access for pedestrians and those on bicycles. The project also includes intersection improvements, further improving the safety of the roadway. Fairfax County is requesting $10.0 million for the design of this project.

I-66 Active Traffic Management *(new)*:
I-66 west of I-495 is a highly congested corridor during both peak and off-peak travel periods. While HOV lane operations are provided in the leftmost lane in the peak direction during peak hours and the right shoulder is usable and opened for traffic flow in the peak direction during peak congestion, further measures are needed during both peak and off-peak periods due to the significant traffic volumes. This proposal is for an Active Traffic Management (ATM) initiative on I-66 between US 29 in Centreville and I-495 in Falls Church to improve traffic flow and safety through the use of variable speed limit signage, lane control signals above mainline and shoulder lanes, and queue warning signage provided tied to speed and traffic flow information in order to reduce sudden stoppages or decreases in speed, as well as any required lane reductions due to lane blockages. Similar applications in other

Transportation Requests *(Cont.)*

locations have resulted in reductions in travel times and substantial decreases of injury crashes, and comparable benefits are expected for this project. Fairfax County is requesting $8.0 million to implement this project.

REQUESTS BY OTHERS (County Supports)

Dedicated Funding for the Washington Metropolitan Area Transit Authority (WMATA):
WMATA is the only major transit provider in the country without a permanent dedicated revenue source for a significant part of their revenue base. Congress passed legislation that authorizes $1.5 billion for WMATA over ten years, if the region adopts a dedicated funding source(s) and provides an additional $1.5 billion to match the federal funds. Now that the bill has been passed, all three signatory jurisdictions have passed the compact amendments required to receive the federal funding, and the non-Federal matches are in place, this authorization must continue to be accompanied by annual appropriations.

Dulles Rail Extension:
The Full Funding Agreement issued by the Federal Transit Administration allows for $900 million in federal funding for Phase I of the Dulles Corridor Metrorail Project. Fairfax County urges Congress to continue to appropriate funding for Phase I consistent with the Full Funding Grant Agreement. In regards to Phase II, Fairfax County's preference is to continue to advance the underground alignment and station at Dulles International Airport while examining an aerial alignment and station in an effort to contain the cost. However, before an endorsement on this option can be made, all NEPA and Section 106 requirements should be met, public hearings on the alignment change should be conducted, and guarantees must be made that additional passenger amenities such as baggage handling and shuttle bus services will be provided at any aerial rail station. Fairfax County also believes that federal and state funding must be brought to Phase II to demonstrate continued commitments to improve transportation in the Nation's Capital.

Virginia Railway Express (VRE) Capital Requests:
VRE is seeking federal funding for rolling stock (up to $70 million). Funding would be used to purchase the remaining Tier-Two locomotive to standardize the VRE fleet and to purchase 30 additional passenger railcars to replace existing equipment.

I-395/Seminary Road Interchange Capacity Improvements Study – City of Alexandria:
Substantial capacity improvements are needed to address the considerable increase in congestion that will occur when the Mark Center site (BRAC 133 EA) opens in 2011, especially at the I-395/Seminary Road Interchange. If this interchange does not operate efficiently, it is likely that traffic will clog local streets in Fairfax County. In addition, a significant amount of the 6,200 employees at the Mark Center will be Fairfax County residents. As such, Fairfax County supports the City of Alexandria efforts to secure funding to study options to address the impending conditions.

OTHER PROJECTS OF INTEREST (Not a County Project)

National Museum of the United States Army:
The museum is in need of $7.372 million to build needed transportation improvements to access on-site facilities. As such, it is requesting federal appropriation funding to construct parking, circulation areas, a fire access road and an access road to the amphitheater.

Environment/Historic Preservation/Parks Requests

Huntington Flooding Remediation *(111th Congress request)*:
In June, 2006 the Huntington community experienced devastating flooding which affected over 160 homes by Cameron Run. The flood waters exceeded the Federal Emergency Management Agency (FEMA) 100 year flood plain elevation by approximately 2-3 feet. Fairfax County has worked with the United States Army Corps of Engineers (USACE) to determine contributing factors and potential solutions. The USACE has concluded that the 100 year flood plain was exceeded as a result of sediments that accumulated in a section of channel in the Interstate 95 right-of-way, combined with an increase in the flood elevations as the result of the Woodrow Wilson Bridge project, also part of the I-95 system. Because responsibility for the severity of the disaster is a shared one (the Interstate project, lack of maintenance of the stream channel in the Interstate right-of-way, and failure of FEMA to adjust elevations after working with the Virginia Department of Transportation on the flood plain study for the Woodrow Wilson Bridge), Fairfax County recommends that the cost of protective measures be shared between the community, the Commonwealth of Virginia, and the Federal Government on an equal basis.

The most feasible solutions to protect this community include a levee, pump station, and limited dredging of the existing channel. The total estimated cost of these improvements is $30 million. Fairfax County is seeking $10 million as the federal share for construction, in addition to authorization for the USACE to design and manage the project to completion.

New Alexandria/Belle View Flood Control Remediation *(111th Congress request)*:
Hurricane Isabel was responsible for $1.6 billion in damages statewide, and more than $10 million of that occurred in Alexandria and Fairfax County. A nine-foot-high tidal surge inundated Old Town and the Belle View neighborhood of Fairfax, resulting in both state and federal state of emergency declarations. In Fairfax County, the New Alexandria and Belle View subdivisions both experienced severe flooding from the tidal surge during Hurricane Isabel in September 2003 damaging over 200 structures and isolating many more during the event. The majority of both subdivisions lies within the 100-year floodplain and are vulnerable to future flooding.

The County contracted with the US Army Core of Engineers to determine if there are potential flood damage reduction alternatives for the Belle Haven watershed that are technically feasible and cost-effective. Their study evaluated structural alternatives, such as levees and flood walls, and flood proofing alternatives such as raising and modifying structures. A preliminary investigation has been completed and 5% concept-level plans developed. To reduce flood damages throughout the entire study area, it was determined that a floodwall/levee combination, with a pumping station for interior drainage, would be feasible and cost-effective at an estimated cost of $12.7 million. The annualized economic benefits were greater than the annualized project costs, and the benefit to cost ratio exceeded 2 so the project qualifies for a Federal flood project.

Historic Centreville Park *(111th Congress request)*:
Acquire additional land of historic value to add to the Fairfax County Park Authority's existing Historic Centreville Park. Historic Centreville Park is a 14.4 acre resource based park located within the Historic Centreville Overlay District in the southwest section of Fairfax County. The park sites cover almost 300 years of history from the early development and establishment of Centreville to modern day suburbia. This time span covers the development of a 1800s era small town, the Civil War period, the post Civil War era and the reemergence of Centreville as a suburban community. The entire park contains significant remains of Civil War era fortifications built by the Confederate Army and ultimately utilized and expanded by the Union Army. It was one of the first fortifications constructed by the Confederate Army for the Civil War and was alternately occupied by both sides during the entire conflict.

The Fairfax County Park Authority seeks to acquire up to an additional six privately owned parcels totaling an additional 15.5 acres directly adjacent to Historic Centreville Park in the amount of $4,000,000. These additional parcels include the location of historically significant Civil War encampment sites and remnants of Civil War fortifications. The Park Authority will incorporate the additional sites into Historic Centreville Park which will allow for preservation and interpretation of the history of the area.

Environment/Historic Preservation/Parks Requests *(Cont.)*

Lee District Park Family Recreation Area *(111th Congress request):*

The Park Authority recognizes the importance of providing a variety of user experiences for our disabled patrons. In an effort to expand facilities available to disabled patrons in all parts of the County, a fully accessible Family Recreation Area is planned at Lee District Park. The Family Recreation Area will include a number of different accessible recreation features that will provide cross-over appeal for both able bodied and disabled users across multiple age ranges.

The focal point of the new Family Recreation Area will be a spray park that allows users to play in and experience the water and is designed to be attractive and safe for children. Another important planned feature of the Family Recreation Area is a fully accessible tree house with ramps built in a wooded area. This elevated feature will provide children with the opportunity to play in the trees of Lee District Park and gather in large groups under adult supervision. This feature would be a unique addition to the Fairfax County Park system.

In addition to the spray park and tree house, a themed accessible play area with fully accessible play structures, a fully accessible carousel and accessible picnic area are planned for the Family Recreation Area. Design of these facilities will take into account the various abilities of physically- and emotionally-disabled users and how they use their supporting aids such as wheelchairs, crutches, prosthetics, etc. and creatively explore the opportunities for all users.

The entire Family Recreation Area will feature fully accessible paving of interesting and colorful patterns in order to visually identify different areas and features, create interest, provide safe access, maximize durability, and minimize maintenance.

A coordinated landscape design incorporating attractive seating areas throughout the Family Recreation Area will be included in the project. The plants for landscaped areas will be selected for ease of maintenance as well as textural and sensory changes over three seasons. This feature will add yet another layer to the experience of the Family Recreation Area. Seating will be designed in such a way as to maximize the ability of parents and guardians to watch children within the area. The goal of the Family Recreation Area is to provide interesting activities and complementing uses for different age groups and ability levels that will attract a variety of users.

The Fairfax County Park Authority is planning on constructing the Family Recreation Area in phases. Facilities to be constructed in Phase I include an accessible tree house, an accessible spray park and related infrastructure. Development of Phase I facilities are being funded by a combination of Fairfax County Park Authority development funding and a donation by the Joey Pizzano Memorial Fund. Fairfax County is seeking $3,241,000 for Phase II construction of the themed accessible play area with fully accessible play structures, a fully accessible carousel and an accessible picnic area.

Water Reuse Project *(new):*

Fairfax County has begun a water reuse project that will use reclaimed water from the Noman M. Cole Jr. Pollution Control Plant (NCPCP) for irrigation and process purposes. The project involves the installation of a pipeline from the NCPCP to the Covanta Fairfax Energy Recovery Facility, as well as infrastructure to provide irrigation at several athletic fields in the County. Currently, the Covanta plant primarily utilizes potable drinking water for processing and cooling. This project allows Covanta to utilize reused/reclaimed treated effluent from the NCPCP that would otherwise be discharged to Pohick Creek, protecting the watershed while lowering the cost of energy produced at Covanta.

Fairfax County is requesting $750,000 in federal funds to expand this project to other sites in the County, with potential uses in County parks, recreational facilities and even federal facilities. In addition to providing a dependable, locally-controlled water supply, water recycling provides tremendous environmental benefits, including: decreasing the diversion of water from sensitive ecosystems; decreasing wastewater discharges; and reducing and preventing pollution. Water recycling can help conserve and sustainably manage vital water resources.

Human Services Request

Community Based Services for At-Risk Youth *(111th Congress request)*:

Extensive research has shown that children and youth with complex needs and high risk factors can live safely in the community instead of in costly and restrictive long-term residential settings through a comprehensive system of services, supports and treatments, delivered through a collaborative, family-driven service planning process. The goal of this proposed initiative is to reduce the number of youth placed in out-of-state residential treatment centers by 50% or more, from 19 to less then 10. Fairfax County will partner with a local non-profit organization(s) in the creation of evidence-informed community-based treatments for youth in out-of-state residential placement and their families, and is requesting $300,000 for this effort.

Public Safety Request

Law Enforcement Technologies *(new)*:

Fairfax County is in the process of introducing eSummons, which allows the Fairfax County Police Department to use hand held or vehicle mounted computers to collect information electronically in the field while issuing a summons. Such a system also allows officers to transfer the information electronically to the Police Department's Records Management System. As a result, eSummons will: increase officer safety by reducing time spent on the roadside and allowing the officer to focus on any unforeseen threat from occupants of the vehicle during a traffic stop; increase data entry accuracy by eliminating multiple data entry requirements; improve efficiency in the management of traffic cases, by providing electronic information to the General District Court more quickly, which in turn ensures the information is available online to residents more quickly. This project will be completed in phases, and Fairfax County is requesting $1.196M for a portion of this project, including equipment and software.

112th Congress
Principles for Federal Legislation

Revised October 26, 2010 *Attachment 4*

BRAC

Principles for BRAC legislation:

- Support the inclusion of sufficient funds to ensure significant fiscal resources to address the enormous planning, infrastructure, and transportation issues raised by the relocation of over 19,000 defense workers to Fort Belvoir, resulting from the Base Realignment and Closure Commission (BRAC) recommendations signed by the President in September 2005. *(111th Congress position)*
- Ensure sufficient funding for the transportation improvements required to implement this Federal plan, and appropriate consultation between the Army and Department of Defense and local governments on planning and land use decisions, which are critical priorities. *(111th Congress position)*
- Support state and local government efforts in securing Federal land required to provide the necessary road improvements and other public facilities required as part of this Federal action. *(111th Congress position)*
- Support inclusion of the GSA warehouse site as part of Fort Belvoir for any additional growth at Fort Belvoir in the future. *(111th Congress position revised)*
- Ensure sufficient funding for other BRAC impacts, including significant increases in students to Fairfax County Public Schools. *(111th Congress position)*

Transportation

Principles for transportation legislation:

- Urge Congress to appropriate the annual portion of the $1.5 billion in federal funds authorized for the Washington Metropolitan Area Transit Authority's critical capital needs ($150 million per year for 10 years). Each of the WMATA signatory jurisdictions has approved the Compact amendments required for WMATA to qualify for these federal funds and the non-federal matches have been identified. *(111th Congress position)*
- Urge Congress to continue to appropriate funding for Phase I of the extension of Metrorail to Washington Dulles International Airport, consistent with the Full Funding Grant Agreement for the project. *(111th Congress position)*
- Support legislation that caps liability for rail passenger accidents to provide additional protection for freight railroads, but only if those railroads are: 1) compelled to offer access to their facilities to public rail passenger services on terms that are fair to all parties; and 2) prohibited from demanding levels of insurance that exceed the cap. *(111th Congress position)*
- There is currently no federal funding agreement for Phase 2 of the Dulles Corridor Metrorail Project. Fairfax County will assist the Metropolitan Washington Airports Authority in attaining funding for Phase 2. *(New Position)*

Principles for the next Surface Transportation Program Authorization

- Support legislation that standardizes the federal approval process for significant highway and transit projects. *(111th Congress position)*
- The level of Federal investment in the nation's transportation infrastructure, including both maintenance of the existing system and expansion, must increase significantly. *(111th Congress position)*
- The distribution of funding within the Federal Surface Transportation Program must be simplified and the number of funding program streamlined and consolidated. *(111th Congress position)*
- The time required to complete the federal review process of significant new transportation projects must be reduced, and the approval process must be consistent across all modal administrations. *(111th Congress position)*
- Greater decision-making authority for determining how transportation funding is spent should be given to metropolitan areas and local governments. *(111th Congress position)*
- Energy efficiency and environmental protection must be addressed in the development of transportation projects; however, environmental reviews should be conducted within specified timeframes, so that a project's environmental impacts can be identified and adequately addressed so as not to unduly delay project implementation. *(Updates 111th Congress position)*
- Safety must continue to be an important focus of transportation projects. *(111th Congress position)*

DRAFT

112th Congress
Principles for Federal Legislation

Revised October 26, 2010 *Attachment 4*

Public Safety – Gangs

Principles for gang legislation:

- Support greater federal efforts to assist localities with gang prevention or intervention programs. *(111th Congress position)*
- Support stronger prevention measures. *(111th Congress position)*

Public Safety – Weapons

Principles for weapons legislation:

- Support efforts to reauthorize the federal assault weapons ban included in the Violent Crime Control and Law Enforcement Act of 1994. *(111th Congress position)*

Energy/Climate Change

Principles for Environmental/Energy legislation:

- Support legislation providing funding for state and local governments to address issues related to global climate change, including energy conservation, use of renewable energy sources (including waste to energy), green buildings and vehicles, reduced emissions and greenhouse gases. *(111th Congress position)*
- Support legislation to reduce global warming emissions to 80 percent below current levels by the year 2050, including eliminating barriers to energy alternatives by homeowners, such as prohibitions on the use of solar panels. *(111th Congress position)*
- Support funding and incentives to increase research and development for emerging energy efficient and renewable technologies. *(111th Congress position)*
- Support incentives and innovations that encourage environmental preservation and resource conservation. *(111th Congress position)*

Environment

Principles for Environmental legislation:

- Support incentives and innovations that encourage environmental preservation and resource conservation. *(111th Congress position)*
- Support incentives for open space preservation. *(111th Congress position)*
- Support adequate funding to local governments and achievable timelines for any new federal environmental regulations or mandates, particularly requirements related to the Chesapeake Bay watershed. (*111th Congress position revised)*

Homeland Security/Emergency Operations

Principles for homeland security/emergency operations legislation:

- Support greater funding for "high risk" areas such as Northern Virginia and Fairfax County. *(111th Congress position)*
- Support timely delivery of funds and ways to achieve greater flexibility for use of funds, while maintaining strong accountability standards. *(111th Congress position)*

Immigration

Principles for immigration legislation:

- Support stricter federal action to improve the enforcement of federal immigration laws and policies by federal agencies. *(111th Congress position)*
- The Board opposes action that would compromise its ability to deliver local government programs and services that benefit or protect the community as a whole. *(111th Congress position)*
- The Board further opposes legislation that would mandate local governments to enforce federal immigration laws, especially in the area of law enforcement. *(111th Congress position)*

DRAFT

112th Congress
Principles for Federal Legislation

Revised October 26, 2010 *Attachment 4*

Elections

Principles for Elections legislation:

- Support security and reliability of elections equipment and results. *(111th Congress position)*
- Oppose costly, unfunded mandates for elections equipment and unrealistic timelines for implementation of new federal mandates. *(111th Congress position)*
- Support sufficient federal funding to assist localities in implementing any new federal mandates for elections equipment, including accessibility requirements. *(111th Congress position)*

Local Taxation Legislation

Principles for Local Taxation legislation:

- Preserve existing local taxing authority. Encroachment upon local authority skews local accountability and hampers efforts to provide for constituent needs in the most cost effective and efficient manner. *(111th Congress position)*
- Support federal legislation to repeal provisions of the Tax Increase Prevention and Reconciliation Act that would require local governments to withhold three percent of their payments to vendors and contractors on behalf of the federal government. *(111th Congress position)*

Telecommunications/Communications

Principles for Telecommunications legislation:

- Oppose any preemption or circumvention of local governments' historical control over land use decisions and oppose any attempt to eliminate local governments' right to charge, on a non-discriminatory basis, fair and reasonable compensation for use of public property. *(111th Congress position)*
- Oppose any reduction or diminution of local government authority to: address consumer needs; regulate consumer services; and negotiate and enforce cable franchises that include provisions such as redlining prohibitions, franchise fees, public, educational, and governmental channels and financial support, customer service provisions, and technical construction standards. *(111th Congress position)*
- Support the allocation of additional 700MHz radio frequency spectrum for public safety. Also support sufficient federal funding to ensure deployment of wireless public safety broadband data communications networks. *(new position)*

Land Use

Principles for Land Use legislation:

- Oppose any diminution of local land use authority, either by further limiting the scope of local regulatory authority or by creating new and more elaborate land use regulatory structures. *(111th Congress position)*
- The County supports the concept that disputes over land use authority are local in character and should be solved at the local level. Further, the County requests that the development community and regional entities discuss any concerns or problems with the County before seeking legislative solutions. *(111th Congress position)*

DRAFT

112th Congress
Principles for Federal Legislation

Revised October 26, 2010 *Attachment 4*

Human Services/Health/Education

Principles for Human Services/Education legislation:

- Fully fund the costs of mandates placed on local governments. *(111th Congress position)*
- Oppose efforts to shift costs onto local governments, particularly when imposing requirements that limit local flexibility. *(111th Congress position)*
- Support flexibility and additional resources to carry out federal mandates, such as the No Child Left Behind Act (NCLB) and Individuals with Disabilities Education Improvement Act (IDEA). *(111th Congress position)*
- Support elimination of the current "prior use" rule for tax credits on school renovation and reconstruction, which disallows these credits when the building is rehabilitated and used in the same manner as before the rehabilitation. This could provide a tool for rehabilitating aging County schools. *(111th Congress position)*
- Support incentives for affordable housing creation and preservation. *(111th Congress position)*
- Support federal funding initiatives that will advance research, surveillance, reporting, and diagnostics for Lyme disease. (*111th Congress position)*
- Support funding increases which improve access to affordable, quality child care for families with low income, including increases to the Child Care and Development Block Grant and Head Start. *(new position)*
- Support efforts to improve access to affordable immunosuppressant drug coverage for kidney transplant patients. Patients with end stage renal disease are already provided special Medicare coverage, but while Medicare already covers immunosuppressant drugs for transplant patients under age 65, coverage is only for a three year period. *(new position)*
- Support federal funding to the states for adult protective services as well as funding for state long-term care ombudsman programs. *(new position)*

Federal Contracting

Principles for Federal Contracting legislation:

- Support efforts to streamline and increase efficiency and productivity in federal government operations, by maximizing the strengths of both federal contractors and federal government employees. Such efforts to strike this balance should be accomplished in a thoughtful, open process that is not arbitrary in nature. (*111th Congress position)*
- Support the critical partnership that exists between the public and private sectors in the conduct of federal government operations. This is particularly important in Fairfax County, where federal employees and federal contractors each contribute significantly to the local and state economy. *(111th Congress position)*

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Board Agenda Item
December 7, 2010

10:55 a.m.

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

ENCLOSED DOCUMENTS:
Appointments to be heard December 7, 2010

STAFF:
Nancy Vehrs, Clerk to the Board of Supervisors

APPOINTMENTS TO BE HEARD DECEMBER 7, 2010

(ENCOMPASSING VACANCIES PROJECTED THROUGH DECEMBER 31, 2010)

(Unless otherwise noted, members are eligible for reappointment)

ADVISORY SOCIAL SERVICES BOARD
(4 years – limited to 2 full consecutive terms)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Rebecca Geller; appointed 3/08 by McKay) Term exp. 9/12 *Resigned*	Lee District Representative		McKay	Lee
VACANT (Formerly held by Sarah Wells; appointed 4/07 by Gross) Term exp. 9/10 *Resigned*	Mason District Representative		Gross	Mason

AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Mark S. Ingrao (Appointed 1/03 by Mendelsohn; 5/05 by DuBois) Term exp. 5/09	Citizen Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 *Resigned*	Lending Institution Representative		By Any Supervisor	At-Large

ALCOHOL SAFETY ACTION PROGRAM LOCAL POLICY BOARD (ASAP) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Dave Sprague; appointed 5/07 &10/07 by Smyth) Term exp. 10/10 *Resigned*	At-Large #5 Representative		By Any Supervisor	At Large

ATHLETIC COUNCIL (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District

CONFIRMATION NEEDED:

- Mr. Gerald W. Carter as the Town of Herndon Principal Representative
- Mr. Dennis "Butch" Baughan as the Town of Herndon Alternate Representative

BOARD OF EQUALIZATION OF REAL ESTATE ASSESSMENTS (BOE)
(2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Thomas Parr (Appointed 12/04-12/08 by Connolly) Term exp. 12/10	At-Large #1 Representative	**Thomas Parr** (Bulova)	By Any Supervisor	At-Large
William C. Harvey (Appointed 9/05-12/06 by DuBois; 1/09 by Foust) Term exp. 12/10	Professional #2 Representative	**William Harvey** (Foust)	By Any Supervisor	At-Large
Noelle Holmes (Appointed 5/06-12/08 by Connolly) Term exp. 12/10	Professional #4 Representative	**Noelle Holmes** (Smyth)	By Any Supervisor	At-Large
M. Yvonne Demory (Appointed 1/07-12/08 by Hudgins) Term exp. 12/10	Professional #5 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by John N. Gallagher; appointed 4/07-12/08 by Hyland) Term exp. 12/10 *Resigned*	Professional #6 Representative		By Any Supervisor	At-Large

CELEBRATE FAIRFAX, INC. BOARD OF DIRECTORS
(1 year – limited to 6 consecutive terms)

[NOTE: In January of 2002 terms were changed to run from October 1 until September 30. An asterisk (*****) beside any of the following names denotes an individual who is NOT eligible for reappointment.]

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kathy Hannon Cope; appointed 9/08&9/09 by Hudgins) Term exp. 9/10 *Resigned*	At-Large #2 Representative		By Any Supervisor	At-Large

CIVIL SERVICE COMMISSION (2 years)

[NOTE: On 9/26/2005 increased membership from 5 to 12 commissioners and changed terms from 4 years to 2 years for new members. The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

Current Membership: Males - 9 Females – 3 Minorities: 5

Incumbent History	Requirement	Nominee	Supervisor	District
Ronald Copeland (Appointed 9/04-12/08 by Hudgins) Term exp. 12/10	At-Large #2 Representative	**Ronald Copeland** (Hudgins)	By Any Supervisor	At-Large

COMMISSION ON ORGAN AND TISSUE DONATION AND TRANSPLANTATION (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Sherry Nachnani; appointed 6/09 by Hyland) Term exp. 1/11 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon

ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District

CONFIRMATION NEEDED:

- Mr. Jack Reale as the Department of Planning and Zoning Representative

ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by David Ouderkirk; appointed 5/09 by Hudgins) Term exp. 1/12 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill

FAIRFAX AREA DISABILITY SERVICES BOARD
(3 years- limited to 2 full consecutive terms per MOU, after initial term)
[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local disabilities board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

Incumbent History	Requirement	Nominee	Supervisor	District
Thomas Choman (Appointed 5/02 by Hanley; 11/04-1/08 by Connolly) Term exp. 11/10	At-Large Fairfax County Representative		By Any Supervisor	At-Large
Ann Pimley (Appointed 9/03&11/06 by Frey) Term exp. 11/09 ***Not eligible for reappointment (need 3 year lapse)***	Sully District Representative		Frey	Sully

FAIRFAX COMMUNITY LONG TERM CARE COORDINATING COUNCIL
(2 years)

Incumbent History	Requirement	Nominee	Supervisor	District

CONFIRMATIONS NEEDED:

- Ms. April Pinch Keeler as a Long Term Care Providers Representative
- Ms. Robin Remsburg as an Educational Organizations Representative
- Ms. Michelle Scott as the Community/Religious Leaders Representative
- Mr. Steve Gurney as a Long Term Care Providers Representative

HEALTH SYSTEMS AGENCY BOARD
(3 years - limited to 2 full terms, may be reappointed after 1 year lapse)

Incumbent History	Requirement	Nominee	Supervisor	District
Sarah A. John (Appointed 6/04&6/07 by Smyth) Term exp. 6/10 ***Not eligible for reappointment (need 1 year lapse)***	Consumer #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Sallie Eissler; appointed 7/02-6/09 by Hyland) Term exp. 6/12 *Resigned*	Provider #2 Representative		By Any Supervisor	At-Large

HISTORY COMMISSION (3 years)
[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

Braddock - 3	Lee - 2	Providence - 1
Dranesville - 2	Mason - 2	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 3	Sully - 2

All of the members who reside in the Hunter Mill District are due for re/appointment. Therefore, at least one of these seats **must** be filled by a Hunter Mill District resident.

Incumbent History	Requirement	Nominee	Supervisor	District
Barbara Naef (Appointed 6/04-1/08 by Hudgins) Term exp. 12/10 *Hunter Mill District Resident*	Archaeologist Representative	**Barbara Naef** (Hudgins)	By Any Supervisor	At-Large
Irma Clifton (appointed 3/01-1/08 by Hyland) Term exp. 12/10 *Mt. Vernon District Resident*	At-Large #2 Representative		By Any Supervisor	At-Large

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HISTORY COMMISSION (3 years)
[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

Braddock - 3	Lee - 2	Providence - 1
Dranesville - 2	Mason - 2	Springfield - 2
Hunter Mill - 3	Mt. Vernon - 3	Sully - 2

Continued

Incumbent History	Requirement	Nominee	Supervisor	District
Phyllis Walker Ford (Appointed 1/09 by McKay) Term exp. 12/10 *Lee District Resident*	At-Large #3 Representative		By Any Supervisor	At-Large
Elise Ruff Murray (Appointed 11/83-11/01 by Pennino; 12/04-1/08 by Hudgins) Term exp. 12/10 *Hunter Mill District Resident*	Citizen #3 Representative	**Elise Ruff Murray** (Hudgins)	By Any Supervisor	At-Large
Naomi Zeavin (Appointed 1/95 by Trapnell; 1/96-1/08 by Gross) Term exp. 12/10 *Mason District Resident*	Historian #1 Representative	**Naomi Zeavin** (Gross)	By Any Supervisor	At-Large
Mayo Stuntz (Appointed 1/78-11/89 by Pennino; 11/92-12/98 by Dix; 11/01 by Hudgins; 12/04-1/08 by Connolly) Term exp. 12/10 *Hunter Mill District Resident*	Historian #2 Representative		By Any Supervisor	At-Large

HUMAN SERVICES COUNCIL (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Henry B. Latimer; appointed 5/97 by Dix; 7/00-9/08 by Hudgins) Term exp. 7/12 *Resigned*	Hunter Mill District Representative		Hudgins	Hunter Mill

INFORMATION TECHNOLOGY POLICY ADVISORY COMMITTEE (ITPAC) (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Suresh Shenoy (Appointed 11/02 by Mendelsohn; 1/04-12/04 by DuBois; 1/08 by Foust) Term exp. 12/10	Dranesville District Representative		Foust	Dranesville
John Skudlarek (Appointed 1/04-1/08 by Hyland) Term exp. 12/10	Mount Vernon District Representative		Hyland	Mount Vernon
Michael DiConti (Appointed 6/04-1/08 by Frey) Term exp. 12/10	Sully District Representative		Frey	Sully

CONFIRMATION NEEDED:

- Mr. Paul Liberty as the Northern Virginia Technology Council Representative

JUVENILE AND DOMESTIC RELATIONS COURT CITIZENS ADVISORY COUNCIL
(2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Melissa Smarr; appointed 6/06&1/08 by Smyth) Term exp. 1/10 *Resigned*	Providence District Representative		Smyth	Providence

LIBRARY BOARD
(4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Doreen E. Jagodnik; appointed 9/09 by Hyland) Term exp. 7/13 *Resigned*	Mount Vernon District Representative		Hyland	Mount Vernon

PARK AUTHORITY (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Winifred Shapiro (Appointed 2/97-12/06 by Bulova) Term exp. 12/10	Braddock District Representative		Cook	Braddock
Frank Vajda (Appointed 4/01-12/06 by Gross) Term exp. 12/10	Mason District Representative	**Frank Vajda**	Gross	Mason
Gilbert McCutcheon (Appointed 5/92-12/06 by Hyland) Term exp. 12/10	Mount Vernon District Representative		Hyland	Mount Vernon
Harold Pyon (Appointed 10/07 by McConnell) Term exp. 12/10	Springfield District Representative		Herrity	Springfield

PLANNING COMMISSION (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Timothy J. Sargeant (Appointed 12/06 by Connolly) Term exp. 12/10	At-Large #2 Representative	**Timothy Sargeant** (Bulova)	By Any Supervisor	At-Large
Janet R. Hall (Appointed 11/94 by Trapnell; 11/02-12/06 by Gross) Term exp. 12/10	Mason District Representative	**Janet R. Hall**	Gross	Mason
Peter F. Murphy (Appointed 12/82 by Travesky; 11/86-12/06 by McConnell) Term exp. 12/10	Springfield District Representative	**Peter F. Murphy**	Herrity	Springfield

POLICE OFFICERS RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Brendan Harold (Appointed 5/05-12/06 by Hyland) Term exp. 12/10	Citizen At-Large #2 Representative		By Any Supervisor	At-Large

ROAD VIEWERS BOARD (1 year)

Incumbent History	Requirement	Nominee	Supervisor	District
Joseph Bunnell (appointed 9/05-12/06 by McConnell; 2/08-12/09 by Herrity) Term exp. 12/10	At-Large #1 Representative	**Joseph Bunnell** (Herrity)	By Any Supervisor	At-Large
John W. Ewing (Appointed 2/01-11/02 by Hanley; 1/04-12/08 by Connolly; 12/09 by Bulova) Term exp. 12/10	At-Large #2 Representative		By Any Supervisor	At-Large
Marcus Wadsworth (Appointed 6/09-12/09 by McKay) Term exp. 12/10	At-Large #3 Representative		By Any Supervisor	At-Large
Stephen E. Still (Appointed 6/06-12/09 by Smyth) Term exp. 12/10	At-Large #4 Representative	**Stephen E. Still** (Smyth)	By Any Supervisor	At-Large
Richard Bochner (Appointed 8/01-12/04 by Connolly; 12/05-12/09 by Smyth) Term exp. 12/10	At-Large #5 Representative		By Any Supervisor	At-Large

SOUTHGATE COMMUNITY CENTER ADVISORY COUNCIL
(2 years)

[Note: Committee created 3/21/05 to operate and maintain the Southgate Community Center in conjunction with the Department of Community and Recreation Services.]

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Patrick Kane; appointed 3/07-3/09 by Hudgins) Term exp. 3/12 *Resigned*	Fairfax County #7 Representative		By Any Supervisor	At-Large

TRAILS AND SIDEWALKS COMMITTEE (2 years)

Incumbent History	Requirement	Nominee	Supervisor	District
VACANT (Formerly held by Kala Quintana; appointed 10/09-1/10 by Bulova) Term exp. 1/12 *Resigned*	At-Large Chairman's Representative		Bulova	At-Large Chairman's

TREE COMMISSION (3 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Stacey Evers (Appointed 3/08 by Gross) Term exp. 10/10	Mason District Representative		Gross	Mason

WETLANDS BOARD (5 years)

Incumbent History	Requirement	Nominee	Supervisor	District
Mary Lou Melley (Appointed 1/96-12/00 by Hanley; 1/06 by Connolly) Term exp. 12/10	At-Large #2 Representative		By Any Supervisor	At-Large

AD HOC COMMITTEE

2011 ADVISORY CITIZEN REAPPORTIONMENT COMMITTEE
(until project completion)

[Note: There will be a total of 19 members on this committee. The appointees would serve from **January 2011-April 2011.**

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	At-Large Chairman's #2 Representative	**Walter Alcorn**	Bulova	At-Large
NEW POSITION	Braddock District Representative		Cook	Braddock
NEW POSITION	Dranesville District Representative		Foust	Dranesville
NEW POSITION	Hunter Mill District Representative		Hudgins	Hunter Mill
NEW POSITION	Lee District Representative		McKay	Lee
NEW POSITION	Mount Vernon District Representative	**Paul E. Krizek**	Hyland	Mount Vernon
NEW POSITION	Providence District Representative #1		Smyth	Providence

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2011 ADVISORY CITIZEN REAPPORTIONMENT COMMITTEE
(until project completion)

[Note: There will be a total of 19 members on this committee. The appointees would serve from **January 2011-April 2011.**

Continued

Incumbent History	Requirement	Nominee	Supervisor	District
NEW POSITION	Springfield District Representative	**Paul Liberty**	Herrity	Springfield
NEW POSITION	Sully District Representative		Frey	Sully
NEW POSITION	African-American Community Representative		By Any Supervisor	At-Large
NEW POSITION	Asian/Pacific Islander Community Representative	**(Michael Kwon)** (Bulova)	By Any Supervisor	At-Large
NEW POSITION	Hispanic Community Representative		By Any Supervisor	At-Large

CONFIRMATION NEEDED:

- Ms. Kristen Cabral as the Democratic Party Representative

Board Agenda Item
December 7, 2010

10:55 a.m.

Items Presented by the County Executive

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Board Agenda Item
December 7, 2010

ADMINISTRATIVE - 1

Approval of Installation of "$200 Additional Fine for Speeding" Signs, and "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Providence, Sully and Hunter Mill Districts)

ISSUE:
Board endorsement of "$200 Additional Fine for Speeding" signs and "Watch for Children" signs as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachments I, II and III) for the installation of "$200 Additional Fine for Speeding" signs on the following roads:

- Oak Street between Gallows Road and the Interstate 495 overpass (Providence District).
- Galesbury Lane between Lee Jackson Memorial Highway and Galesbury Lane's terminus (Sully District).

The County Executive further recommends approval of a resolution (Attachment IV) for a "Watch for Children" sign on Liberty Tree Lane (Hunter Mill District).

In addition, the County Executive recommends that the Virginia Department of Transportation (VDOT) be requested to install the approved measures as soon as possible.

TIMING:
Board action is requested on December 7, 2010.

BACKGROUND:
Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of $200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. Also, these residential roadways must have a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed and volume criteria are met. Oak Street between Gallows Road and the Interstate 495 overpass and Galebury Lane between Lee Jackson Memorial Highway and Galesbury

Lane's terminus meet the RTAP requirements for posting of the "$200 Additional Fine for Speeding" signs. On July 9, 2010 (Galesbury Lane) and August 18, 2010 (Oak Street), the Department of Transportation received written verification from the local supervisors confirming community support.

The RTAP allows for installation of "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, or community centers. In particular, Section 33.1-210.2 of the *Code of Virginia* provides that the Board may request, by resolution to the Commissioner of VDOT, signs alerting motorists that children may be at play nearby. FCDOT reviews each request to ensure the proposed sign will be effectively located and will not be in conflict with any other traffic control devices. On October 25, 2010 (Liberty Tree Lane), FCDOT received written verification from the appropriate local supervisor confirming community support for the referenced "Watch for Children" sign.

FISCAL IMPACT:
The estimated cost of $1,000 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment I: $200 Fine for Speeding Signs Resolution – Oak Street and Galesbury Lane
Attachment II: Area Map of Proposed $200 Fine for Speeding Signs – Oak Street
Attachment III: Area Map of Proposed $200 Fine for Speeding Signs - Galesbury Lane
Attachment IV: Board Resolution for "Watch for Children" Signs – Liberty Tree Lane

STAFF:
Robert A. Stalzer, Deputy County Executive
Katharine D. Ichter, Director, Fairfax County Department of Transportation (FCDOT)
Eric M. Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Selby J. Thannikary, Chief, Traffic Operations Section, FCDOT
William P. Harrell, Transportation Planner, FCDOT

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS
OAK STREET BETWEEN GALLOWS ROAD AND
INTERSTATE 495
GALESBURY LANE BETWEEN LEE JACKSON
MEMORIAL HIGHWAY AND GALESBURY LANE'S TERMINUS
(PROVIDENCE AND SULLY DISTRICTS)

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, December 7, 2010, at which a quorum was present and voting, the following resolution was adopted:

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Oak Street between Gallows Road and Interstate 495 overpass, and on Galesbury Lane between Lee Jackson Memorial Highway and Galesbury Lane's terminus.

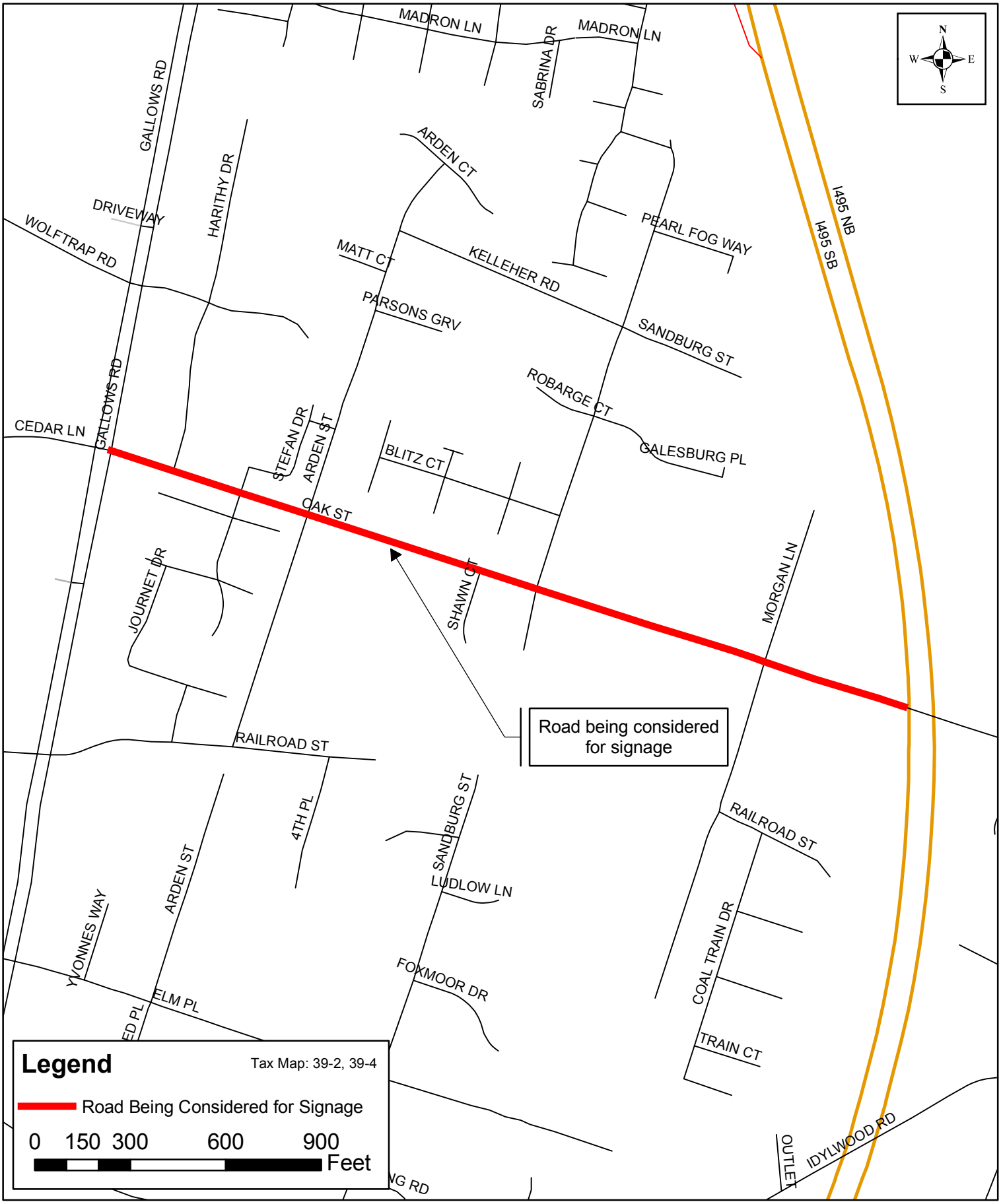
WHEREAS, community support has been verified for the installation of $200 Additional Fine for Speeding" signs on Oak Street between Gallows Road and Interstate 495 overpass, and on Galesbury Lane between Lee Jackson Memorial Highway and Galesbury Lane's terminus.

NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Oak Street between Gallows Road and Interstate 495 overpass and for Galesbury Lane between Lee Jackson Memorial Highway and Galesbury Lane's terminus.

AND FURTHER the Virginia Department of Transportation is requested to install the "$200 Additional Fine for Speeding" signs within the next 60 days, and to maintain same, with the cost of each sign to be funded from the Virginia Department of Transportation's secondary road construction budget.

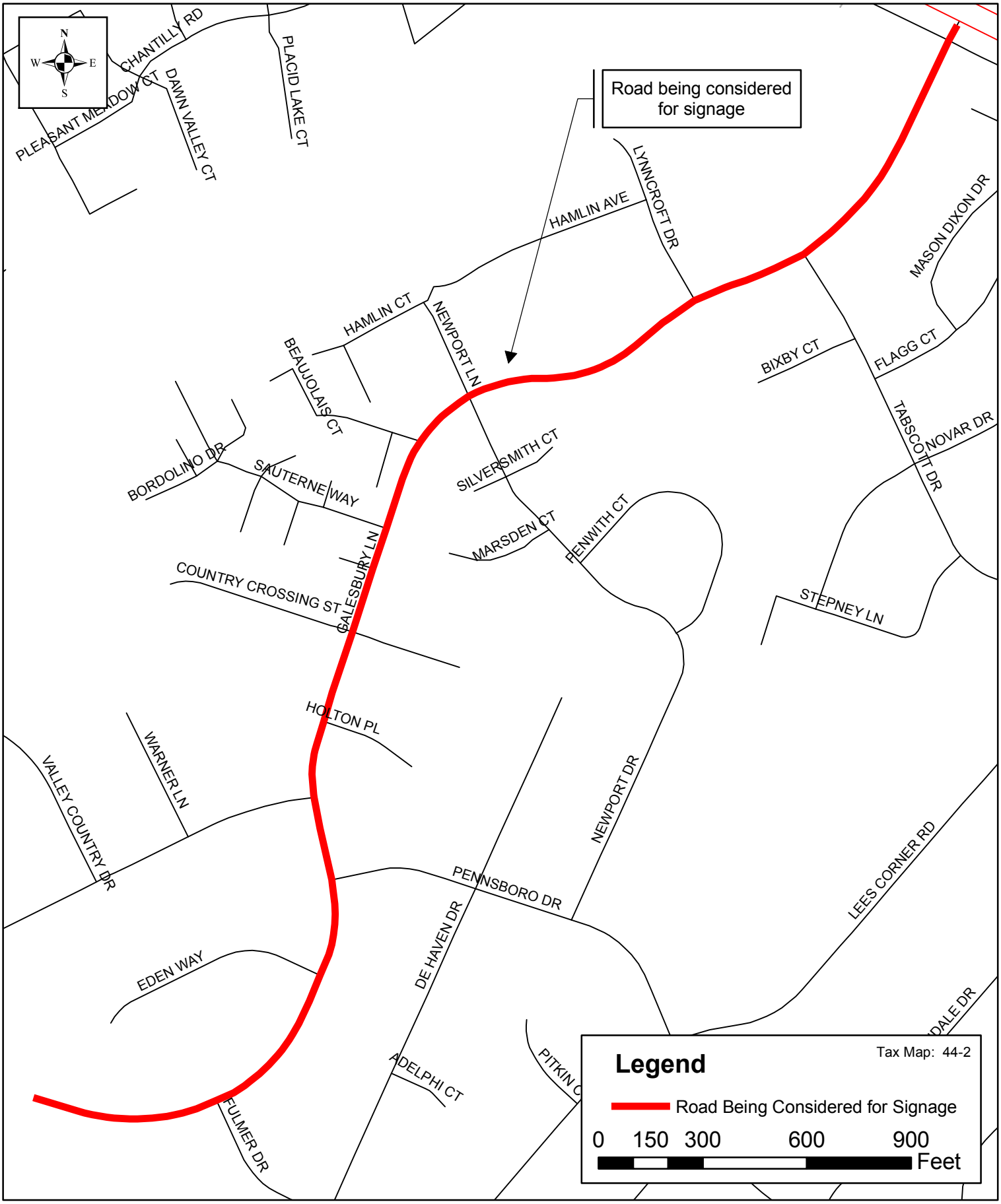
A Copy Teste:

_____
Nancy Vehrs
Clerk to the Board of Supervisors



Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED $200 FINE FOR SPEEDING
OAK STREET
Providence District

10/25/2010



Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED $200 FINE FOR SPEEDING
GALESBURY LANE
Sully District

11/01/2010

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
WATCH FOR CHILDREN SIGN
LIBERTY TREE LANE (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 at Fairfax, Virginia on Tuesday, December 7, 2010, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, "Watch for Children" signs are available to local communities as part of the Fairfax County Department of Transportation Residential Traffic Administration Program (RTAP); and

WHEREAS, Section 33.1-210.2, of the *Code of Virginia*, enables the Board of Supervisors to request by resolution to the Commissioner of the Virginia Department of Transportation, signs alerting motorists that children may be at play nearby; and

WHEREAS, the Virginia Department of Transportation has indicated a willingness to allow installation of "Watch for Children" signs on the above-referenced street;

NOW THEREFORE BE IT RESOLVED, that a "Watch for Children" sign is endorsed for Liberty Tree Lane;

AND FURTHER, , the Virginia Department of Transportation is requested to install the "Watch for Children" signs at the earliest possible date, and to maintain same, with the cost of such signs to be funded from the Virginia Department of Transportation's countywide traffic services fund in the Fairfax County secondary road construction budget.

A Copy Teste:

_____
Nancy Vehrs
Clerk to the Board of Supervisors

Board Agenda Item
December 7, 2010

ADMINISTRATIVE – 2

Authorization to Advertise a Public Hearing on a Proposal to Abandon Part of Arrowhead Park Drive (Springfield and Sully Districts)

ISSUE:
Authorization to advertise a public hearing on a proposal to abandon Part of Arrowhead Park Drive.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing to consider the abandonment of the subject right-of-way.

TIMING:
The Board should take action on December 7, 2010, to provide sufficient time to advertise the public hearing for January 11, 2011, at 4:00 p.m.

BACKGROUND:
The applicant, Pulte Homes, is requesting that part of Arrowhead Park Drive adjacent to the Faircrest subdivision be abandoned. Arrowhead Park Drive is in the Virginia Department of Transportation (VDOT) State Secondary System (Route 645).

The request is being made in compliance with proffer 11(d) of zoning case RZ 2000-SU-029 approved by the Board on March 5, 2001. This proffer requires the applicant to request the abandonment as the relocation of Stringfellow Road has made this right-of-way redundant.

Traffic Circulation and Access
The abandonment will have no long-term impact on vehicle circulation and access. All adjacent parcels have alternate means of access and there is no through traffic.

Easements
Public easement needs have been identified by the Fairfax County Water Authority. Dominion Virginia Power has also identified facilities within the area to be abandoned. The applicants have provided easements and agreements in forms acceptable to this agency & company. No other easement needs were identified.

The proposal to abandon this right-of-way was circulated to the following public agencies and utility companies for review: Office of the County Attorney, Department of Public Works and Environmental Services, Fairfax County Department of Transportation, Department of Planning and Zoning, Fairfax County Park Authority, Fairfax County Water Authority, Fairfax County School Board, Fire and Rescue, Virginia Department of Transportation, Dominion Virginia Power, Washington Gas Light Company, and Verizon. None of these indicate any opposition to the proposal.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Statement of Justification
Attachment II: Notice of Intent to abandon
Attachment III: Order of Abandonment
Attachment IV: Abandonment Plat
Attachment V: Metes and Bounds Description
Attachment VI: Vicinity Map

STAFF:
Robert A. Stalzer, Deputy County Executive
Katharine D. Ichter, Director, Fairfax County Department of Transportation (FCDOT)
Donald Stephens, FCDOT

LETTER OF REQUEST AND JUSTIFICATION

November 7, 2009

Board of Supervisors of Fairfax County
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035

As part of the redevelopment of the area now known as Centreville Farms/Faircrest Development, Stringfellow Road was realigned between Centreville Farms Road and current Stringfellow Road, resulting in Arrowhead Park Drive, Route 645.

Proffer 11(d) of approved Rezoning Application RZ 2000-SU-029 for Centreville Farms/Faircrest Development states:

> Arrowhead Park Drive. At the time that the Spine Road is connected to Stringfellow Road and in use, Arrowhead Park Drive north of the Spine Road shall be vacated, removed, regraded and seeded. Along the Arrowhead Park Drive frontage of the Subject Property south of Leland Road, the Applicant shall dedicate right-of-way in fee simple as shown on the CDP-FDP at the time of subdivision plan approval or upon demand from the Board, whichever event first occurs.

Centreville Farms Road is connected to Stringfellow Road and in use and the removal, regrading and seeding of Arrowhead Park Drive is complete. The Applicant of the rezoning, Pulte Home Corporation, is requesting the abandonment of Arrowhead Park Drive as required by Proffer 11(d). Arrowhead Park Drive is a prescriptive easement so an abandonment would be appropriate instead of a vacation.

NOTICE OF INTENT TO ABANDON

ARROWHEAD PARK DRIVE

SPRINGFIELD DISTRICT and SULLY DISTRICT,
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 11, 2011, at 4:00 PM during its regular meeting in the Board Auditorium at the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, VA, pursuant to Virginia Code 33.1-151, to consider the proposed abandonment of a public road known as Arrowhead Park Drive, from Centreville Farms Road to Stringfellow Road, a distance of 210.34 feet containing approximately 7,512 square feet, and a trapezoid-shaped protrusion containing approximately 1,371 square feet. The road is located on Tax Map 55-1, and is described and shown on the metes and bounds schedules dated November 3 and 4, 2009, both revised November 15, 2010, and plat prepared by VIKA Incorporated, dated October 29, 2009 and revised through November 4, 2009, all of which are on file with the Fairfax County Department of Transportation, Suite 400, 4050 Legato Road, Fairfax, Virginia 22033, Telephone Number 703-877-5600.

SPRINGFIELD DISTRICT and SULLY DISTRICT.

Section 33.1-151

ORDER OF ABANDONMENT

ARROWHEAD PARK DRIVE

SPRINGFIELD DISTRICT and SULLY DISTRICT
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 11th day of January, 2011, it was duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code Section 33.1-151, and after giving due consideration to the historic value, if any, of such road, the Board has determined that no public necessity exists for continuance of this road as a public road, and that the safety and welfare of the public will be served best by an abandonment,

WHEREFORE, BE IT ORDERED:

That Arrowhead Park Drive from Centreville Farms Road to Stringfellow Road, a distance of approximately 210.34 feet containing approximately 7,512 square feet, and a trapezoid-shaped protrusion containing approximately 1,371 square feet, located on Tax Map 55-1, and described and shown on the metes and bounds schedules dated November 3 and 4, 2009, both revised November 15, 2010, and the plat prepared by VIKA Incorporated dated October 29, 2009 and revised through November 4, 2009, which is attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code Section 33.1-151.

This abandonment is subject to any right, privilege, permit, license, or easement in favor of any public service company, utility, or other person or entity, including any political subdivision, whether located above, upon, or under the surface, either presently in use or of record, including the right to operate, maintain, replace, alter, extend, increase or decrease in size any facilities in the abandoned roadway, without any permission of the landowners.

A Copy Teste:

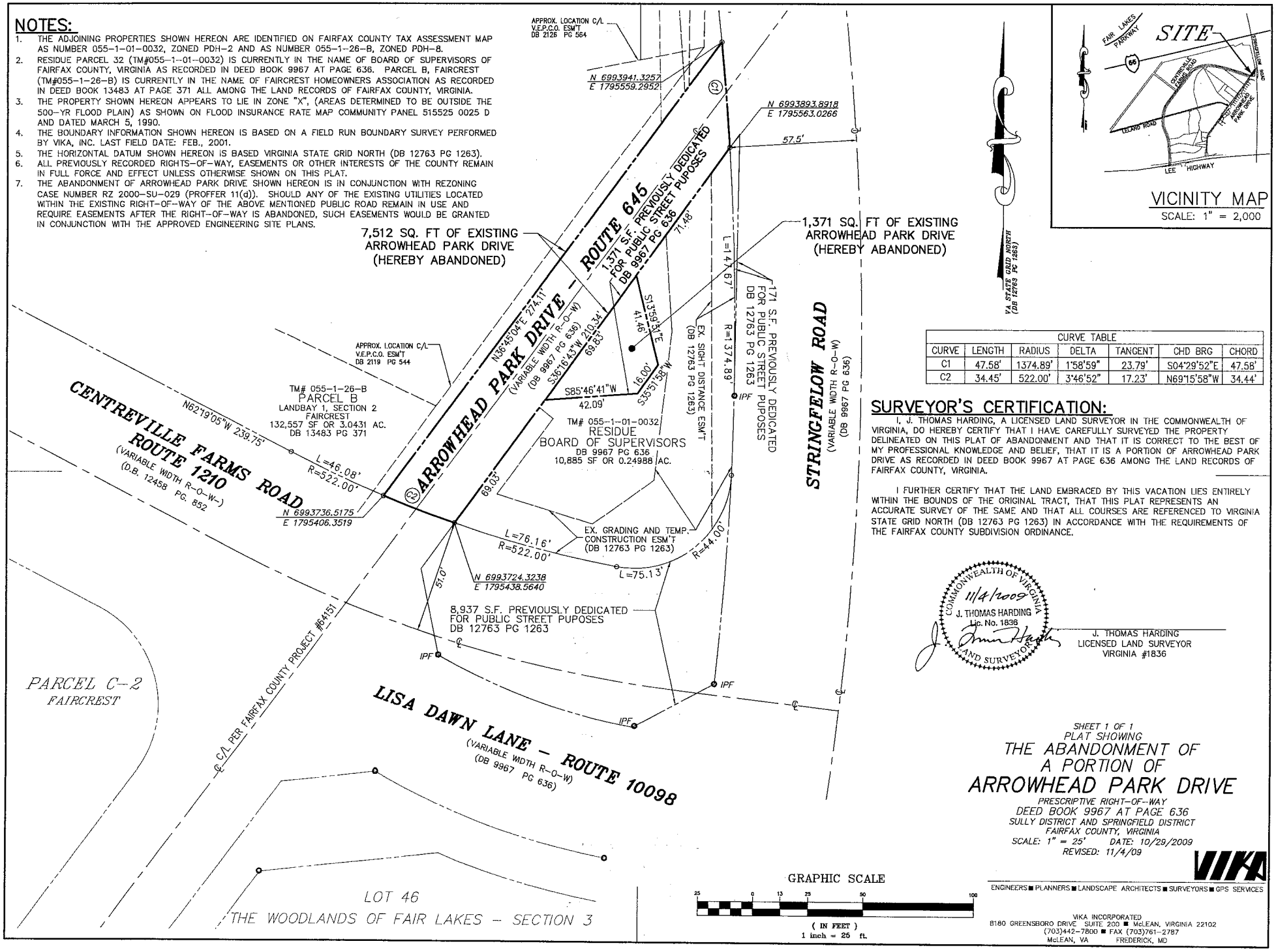
_____
Nancy Vehrs
Clerk to the Board

Section 33.1-151

Attachment IV

NOTES:

1. THE ADJOINING PROPERTIES SHOWN HEREON ARE IDENTIFIED ON FAIRFAX COUNTY TAX ASSESSMENT MAP AS NUMBER 055-1-01-0032, ZONED PDH-2 AND AS NUMBER 055-1-26-B, ZONED PDH-8.
2. RESIDUE PARCEL 32 (TM#055-1-01-0032) IS CURRENTLY IN THE NAME OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA AS RECORDED IN DEED BOOK 9967 AT PAGE 636. PARCEL B, FAIRCREST (TM#055-1-26-B) IS CURRENTLY IN THE NAME OF FAIRCREST HOMEOWNERS ASSOCIATION AS RECORDED IN DEED BOOK 13483 AT PAGE 371 ALL AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
3. THE PROPERTY SHOWN HEREON APPEARS TO LIE IN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE THE 500-YR FLOOD PLAIN) AS SHOWN ON FLOOD INSURANCE RATE MAP COMMUNITY PANEL 515525 0025 D AND DATED MARCH 5, 1990.
4. THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A FIELD RUN BOUNDARY SURVEY PERFORMED BY VIKA, INC. LAST FIELD DATE: FEB., 2001.
5. THE HORIZONTAL DATUM SHOWN HEREON IS BASED VIRGINIA STATE GRID NORTH (DB 12763 PG 1263).
6. ALL PREVIOUSLY RECORDED RIGHTS-OF-WAY, EASEMENTS OR OTHER INTERESTS OF THE COUNTY REMAIN IN FULL FORCE AND EFFECT UNLESS OTHERWISE SHOWN ON THIS PLAT.
7. THE ABANDONMENT OF ARROWHEAD PARK DRIVE SHOWN HEREON IS IN CONJUNCTION WITH REZONING CASE NUMBER RZ 2000-SU-029 (PROFFER 11(d)). SHOULD ANY OF THE EXISTING UTILITIES LOCATED WITHIN THE EXISTING RIGHT-OF-WAY OF THE ABOVE MENTIONED PUBLIC ROAD REMAIN IN USE AND REQUIRE EASEMENTS AFTER THE RIGHT-OF-WAY IS ABANDONED, SUCH EASEMENTS WOULD BE GRANTED IN CONJUNCTION WITH THE APPROVED ENGINEERING SITE PLANS.



VICINITY MAP
SCALE: 1" = 2,000

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHD BRG	CHORD
C1	47.58'	1374.89'	1°58'59"	23.79'	S04°29'52"E	47.58'
C2	34.45'	522.00'	3°46'52"	17.23'	N69°15'58"W	34.44'

SURVEYOR'S CERTIFICATION:

I, J. THOMAS HARDING, A LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY SURVEYED THE PROPERTY DELINEATED ON THIS PLAT OF ABANDONMENT AND THAT IT IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THAT IT IS A PORTION OF ARROWHEAD PARK DRIVE AS RECORDED IN DEED BOOK 9967 AT PAGE 636 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND EMBRACED BY THIS VACATION LIES ENTIRELY WITHIN THE BOUNDS OF THE ORIGINAL TRACT, THAT THIS PLAT REPRESENTS AN ACCURATE SURVEY OF THE SAME AND THAT ALL COURSES ARE REFERENCED TO VIRGINIA STATE GRID NORTH (DB 12763 PG 1263) IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.

COMMONWEALTH OF VIRGINIA
11/4/2009
J. THOMAS HARDING
Lic. No. 1836
LAND SURVEYOR

J. THOMAS HARDING
LICENSED LAND SURVEYOR
VIRGINIA #1836

SHEET 1 OF 1
PLAT SHOWING
THE ABANDONMENT OF A PORTION OF ARROWHEAD PARK DRIVE

PRESCRIPTIVE RIGHT-OF-WAY
DEED BOOK 9967 AT PAGE 636
SULLY DISTRICT AND SPRINGFIELD DISTRICT
FAIRFAX COUNTY, VIRGINIA
SCALE: 1" = 25' DATE: 10/29/2009
REVISED: 11/4/09

GRAPHIC SCALE
25 0 13 25 50 100
(IN FEET)
1 inch = 25 ft.

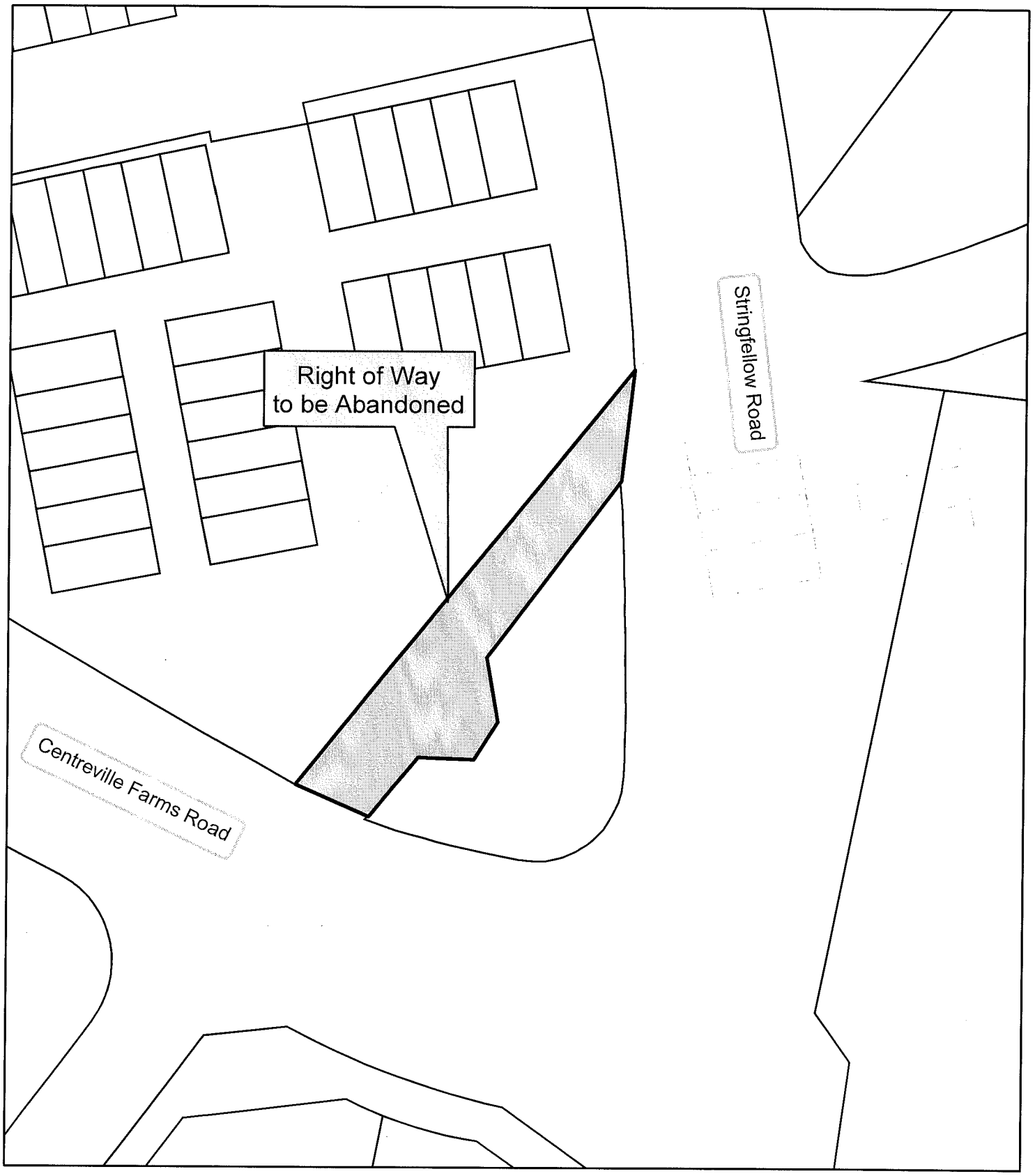
VIKA
ENGINEERS ■ PLANNERS ■ LANDSCAPE ARCHITECTS ■ SURVEYORS ■ GPS SERVICES

VIKA INCORPORATED
8180 GREENSBORO DRIVE SUITE 200 ■ McLEAN, VIRGINIA 22102
(703)442-7800 ■ FAX (703)761-2787
McLEAN, VA FREDERICK, MD

P:\Surveys\L0033-PROJECTS\6107-rp\dwg\6107637 ARROWHEAD ABANDONMENT.dwg 10/29/2009 6:15:30 PM EDT

Attachment V

Vicinity Map - Tax Map 55-1



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Board Agenda Item
December 7, 2010

ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Convey a Portion of County-Owned Property to the Virginia Department of Transportation for the Stringfellow Road Project (Sully District)

ISSUE:
Authorization to advertise a public hearing to convey a portion of County-owned property to the Virginia Department of Transportation (VDOT) for the Stringfellow Road Project.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to publish the advertisement of a public hearing to be held on January 11, 2011, at 4:00 p.m.

TIMING:
Board action is requested for December 7, 2010, to provide sufficient time to advertise the proposed public hearing on January 11, 2011, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of property located at 4000 Stringfellow Road, Chantilly, Virginia 20151-2628 and identified as Tax Map No. 0451 01 0007. The Chantilly Regional Library and three baseball diamonds are located on the subject property.

The Virginia Department of Transportation ("VDOT") would like to acquire 3,354 square feet of land from parcel 0451 01 0007 and permanent and temporary easements to construct and maintain the Stringfellow Road Project. VDOT presented an offer of compensation of $102,583 for the transaction. The Department of Transportation recommends, and the Facilities Management Department concurs, that there is no charge for the land rights required for the project because the Stringfellow Road improvement project is fully funded by Fairfax County. Additionally, Chantilly Library and Chantilly High School will directly benefit from the installation of a planned traffic signal and roadway improvements for which the land rights are needed.

FISCAL IMPACT:
None.

Board Agenda Item
December 7, 2010

ENCLOSED DOCUMENTS:
Attachment A: Location Tax Map 45-1

STAFF:
Edward L. Long, Deputy County Executive
Jose A. Comayagua, Director, Facilities Management Department
Katharine Ichter, Director, Department of Transportation

Attachment A

0451 01 0007

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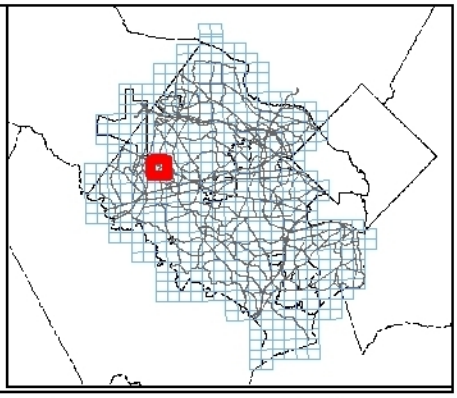

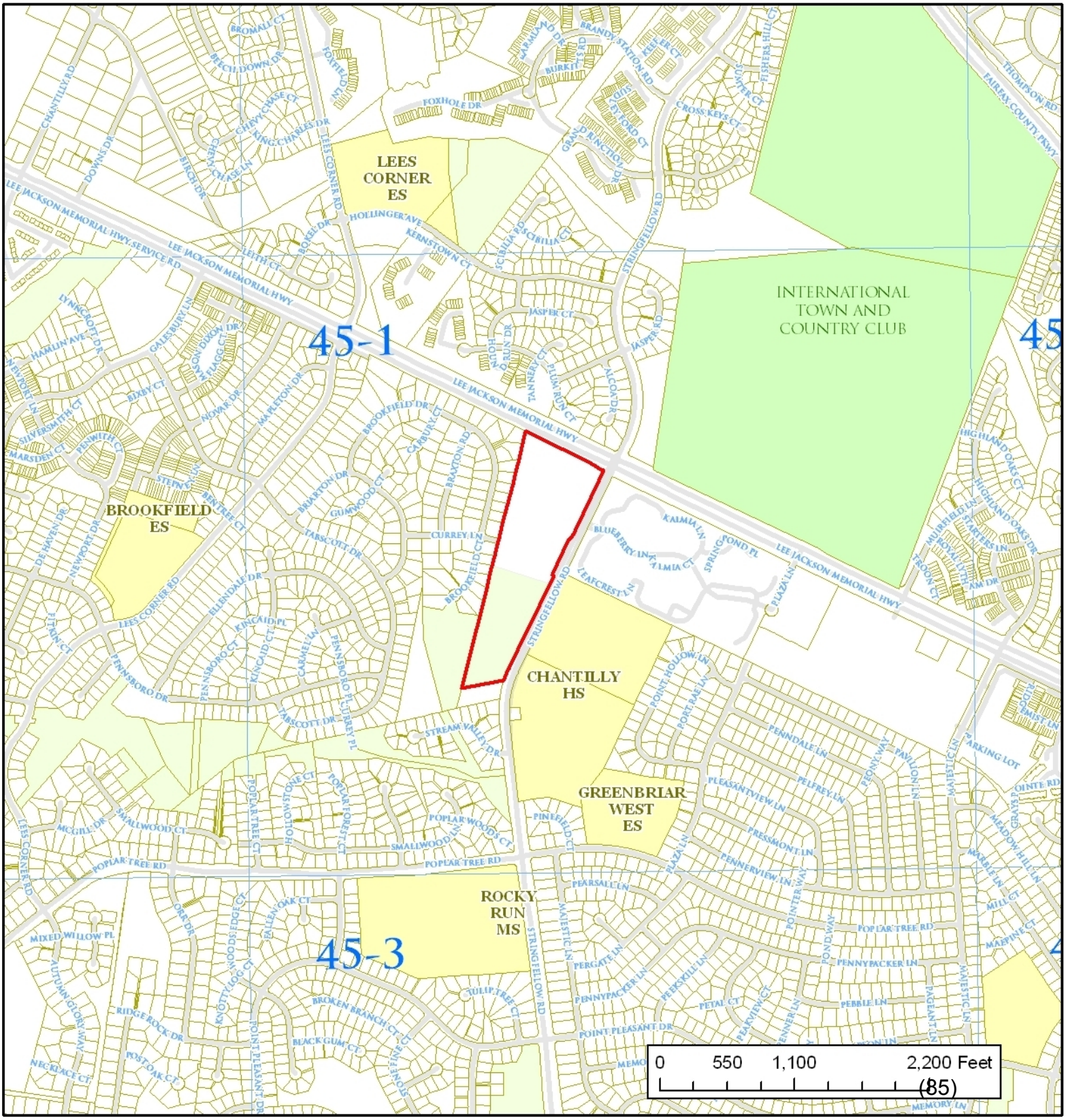

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Board Agenda Item
December 7, 2010

ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing to Amend Articles 2, 3, and 7 of Chapter 3, County Employees RE: Fairfax County Retirement Systems – Technical Changes to Update IRS Qualification

ISSUE:
Authorization to advertise a public hearing to amend Articles 2, 3, and 7 of Chapter 3, County Employees. These changes to the Employees', Uniformed and Police Officers Retirement Systems are necessary to update the IRS qualification status of the plans and to conform with the provisions of the Heroes Earnings Assistance and Relief Tax Act (the HEART Act) and the Worker, Retiree and Employer Recovery Act (WRERA).

RECOMMENDATION:
The Boards of Trustees of the Employees', Uniformed and Police Officers Retirement Systems recommend that the Board of Supervisors authorize advertisement of a public hearing to consider the proposed amendments to Chapter 3 of the County Code.

TIMING:
Board action is requested on December 7, 2010, to provide sufficient time to advertise the proposed public hearing on January 11, 2011, at 4:00 p.m..

BACKGROUND:
Fairfax County Retirement Systems last received tax qualification letters from the Internal Revenue Service (IRS) in 2002. IRS tax qualification letters are issued based on a review of the plan provisions and IRS regulations in place at the time plans are submitted for review. As such, a determination letter issued by the IRS cannot be relied on indefinitely as plans and regulations change over time. Since the last IRS review of the Fairfax County plans, a number of regulations and plan provisions have changed. In preparation for submitting the plan documents (Article 2, 3 and 7 of Chapter 3) to the IRS for an updated qualification letter, the plan documents were reviewed by counsel and necessary code changes were identified. These changes are necessary in order to be in technical compliance with the HEART Act and WRERA.

The HEART Act requires that 1) military differential pay be included in compensation for purposes of applying the benefit limitations under the Internal Revenue Code (IRC) Section 415 and 2) a member who dies during qualified military service be deemed to

have been reemployed the day before such death for purposes of death benefits provided under the retirement system. WRERA requires plans to offer rollover distributions to non-spousal beneficiaries (to inherited IRAs), expands the definition of eligible retirement plan for rollover purposes to include a Roth IRA under IRC 408A, and clarifies that an eligible retirement plan for purposes of rollovers includes 403(b) and 457(b) plans.

The Boards of Trustees have reviewed the changes for their respective systems and have recommended that they be considered and enacted by the Board of Supervisors.

FISCAL IMPACT:
There is no actuarial cost and no fiscal impact associated with these changes.

ENCLOSED DOCUMENTS:
Attachment 1: Fairfax County Code, Sections 3-2-38, 3-2-52 and 3-2-54
Attachment 2: Fairfax Country Code, Sections 3-3-39, 3-3-44, 3-3-53, 3-3-55 and 3-3-57(e)(1)(B)
Attachment 3: Fairfax County Code, Sections 3-7-41, 3-7-48, 3-7-50 and 3-7-52)(e)(1)(B)
Attachment 4: Advertisement
Attachment 5: Letter from Fiona Liston, Cheiron, to Robert Mears dated November 17, 2010 Re: Employees' Retirement System
Attachment 6: Letter from Fiona Liston, Cheiron, to Robert Mears dated November 17, 2010 Re: Uniformed Retirement System
Attachment 7: Letter from Fiona Liston, Cheiron, to Robert Mears dated November 17, 2010 Re: Police Officers Retirement System

STAFF:
Edward L. Long, Jr., Deputy County Executive
Robert L. Mears, Executive Director, Fairfax County Retirement Systems

DRAFT

Proposed Amendment to Sections 3-2-38, 3-2-52, and 3-2-54 to comply with qualified retirement plan requirements under the Internal Revenue Code.

Section 3-2-38. **Refund of contributions upon withdrawal or death; and deferred vested benefits.**

(a) If a member has ceased to be an employee, otherwise than by death or by retirement under the provisions of this Article, and has fewer than five years of creditable service on his date of separation, he shall be eligible for a refund of the total of his accumulated contributions (with interest) which have been reduced by the amount of any retirement allowances previously received by him under any of the provisions of this Article. The member must file a written application with the Board for such refund and the application must include an election by the member directing the System to have the refund paid directly to the member or to transfer the refund amount to another plan identified by the member as permitted under the provisions of the Internal Revenue Code.

(b) If a member has five or more years of creditable service on his date of separation from the County, the member may leave his accumulated contributions in the fund and receive a deferred annuity payable beginning the date the member attains age 65, or in an actuarially reduced amount payable at the optional early retirement age, in accordance with applicable provisions of this Article. In lieu of a deferred vested annuity, a member with five or more years of creditable service may elect to receive a refund of his accumulated contributions (with interest) reduced by the amount of any retirement allowance previously received under any of the provisions of this Article. The member must file a written application with the Board on separation, or at any time thereafter, so long as he has not yet begun to receive a deferred vested annuity. The application must include an election by the member directing the System to have the refund paid directly to the

member or to transfer the amount to another plan identified by the member as permitted under the provisions of the Internal Revenue Code. The refund shall be made not later than 90 days after the receipt of the application.

(c) Should death occur to a member in service who has completed less than 15 years of creditable service or to a member on retirement, the amount of his accumulated contributions, reduced by the amount of any retirement allowance previously received by him under any of the provisions of this Article, shall then be payable in a lump sum to a designated beneficiary, or in the absence of a designated beneficiary, to his estate; provided no benefit is payable under subparagraph (c) of Section 3-2-32. Such designated beneficiary may be changed from time to time by written notice by the member, signed and filed with the Board.

(d) Should death occur to a member in service who has completed 15 years of creditable service and if the member's designated beneficiary, duly approved, acknowledged and filed with the Board, is not the member's spouse, a lump sum payment equaling the member's accumulated contribution, as provided in Section 3-2-28(c), shall be paid to the designated beneficiary.

(e) Should death occur to a member in service who has completed 15 years of creditable service and has no designated beneficiary, a lump sum payment equaling the member's contribution shall be paid to the member's estate; provided that, if such member's spouse is the sole person entitled under the laws of Virginia to the benefits provided hereunder then said spouse shall have the same right to elect benefits as is provided to spouses in Section 3-2-42.

(f) All refunds shall be mailed to the last address on record with the Board. Refunds that have not been claimed within six months shall become the property of the System.

(g) A member who becomes eligible for membership in either the Virginia Retirement System and the Educational Employees Supplemental Retirement System (Article 4), the Fairfax County Police Officers Retirement System (Article 7), or the Uniformed Retirement System (Article 3) prior to receipt of any refund amount to which he is entitled may elect in writing to transfer the amount of his refund directly from this System to the system for which he has become eligible for membership, under such rules and regulations as are adopted by the Board and by the board of the system for which he has become eligible for membership. In the alternative, to the extent that a refund is an "eligible rollover distribution" within the meaning of Internal Revenue Code Section 402(f)(2)(A), such a member may (a) pursuant to the rules and regulations of the system of which he is eligible to become a member, elect in writing to roll over the portion of his refund which represents such an eligible rollover distribution directly from this System to the system for which he has become eligible for membership or (b) elect in writing to roll over the portion of his refund which is such an eligible rollover distribution directly to an individual retirement account. (20-81-3; 34-81-3; 5-85-3; 27-90-3; 45-93-3; 10-01-3; 40-08-3.)

(h) Effective on and after January 1, 2007, if a member dies while performing "qualified military service" as defined in Section 414(u) of the Internal Revenue Code, any additional benefits that would have been provided under the System if the member had resumed employment on the day prior to his death and then terminated employment due to death shall be paid to such member's designated beneficiary or, if applicable, estate. This provision shall also apply to Section 3-2-42 regarding spouse retirement allowances.

Section 3-2-52. **Limitation on annual retirement allowance.**

Notwithstanding any other provision of this Article, the annual retirement allowance to which any member may be entitled shall not exceed the limits on benefits set forth in Section 415 of the Internal Revenue Code and the Treasury Regulations issued thereunder, and in calculating such limits a member's compensation shall include any differential wage payments for military service as defined under Section 3401(h)(2) of the Internal Revenue

Code and paid on or after January 1, 2009. Notwithstanding any provision of this Internal Revenue Code to the contrary, the limitations imposed by this Section apply only to retirement allowances granted under this Article and not to any retirement allowance provided to any employee under any other Article of this Chapter. Such limits shall be applied annually for the 12-month period commencing each July 1 and ending the following June 30. A benefit payable other than in the form of an annuity shall not exceed the amount which, when converted to an actuarial equivalent annual benefit, does not exceed the limits on benefits set forth in Section 415(b) of the Internal Revenue Code. Effective June 30, 2000, the mortality tables prescribed by the Uruguay Round Agreement Acts (GATT), as set forth in Internal Revenue Service Rev. Rul. 2001-62 (superseding and modifying Rev. Rul. 95-29), or as further updated or modified by the Internal Revenue Service, shall be used in determining the actuarial equivalent amount of such benefit. (27-90-3, § 2; 10-91-3; 21-96-3; 8-03-3.)

Section 3-2-54. **Direct rollovers to other plans.**

(a) *General*. This Section 3-2-54 applies to distributions made on or after January, 1, 1993. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section 3-2-54, a distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. However, to the extent that any portion of the amount of the rollover is comprised of after-tax contributions, the distribution may only be rolled over to an eligible retirement plan that separately accounts for after-tax contributions.

(b) *Definition*.

(1) *Eligible rollover distribution*. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the

distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.

(2) *Eligible retirement plan*. An eligible retirement plan is any one of the following that accepts the distributee's eligible rollover distribution: an individual retirement account described in Section 408(a) of the Internal Revenue Code; an individual retirement annuity described in Section 408(b) of the Internal Revenue Code; an annuity plan described in Section 403(a) of the Internal Revenue Code; ~~or~~ a qualified trust described in Section 401(a) of the Internal Revenue Code; an annuity contract described in Section 403(b) of the Internal Revenue Code; an eligible deferred compensation plan described in Section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state; or effective for distributions made after December 31, 2007, a Roth IRA described in Section 408A of the Internal Revenue Code, provided the eligible rollover distribution is considered a "qualified rollover contribution" under Section 408A(e) of the Internal Revenue Code ~~that accepts the distributee's eligible rollover distribution~~. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) *Distributee*. A distributee includes a member or former member. In addition, the member's or former member's surviving spouse and the member's or former member's spouse or former spouse who is entitled to receive benefits from the System, are distributees with regard to the interest of the spouse or former spouse. Effective for distributions on or after January 1, 2010, a distributee includes a non-spouse beneficiary of a deceased member or former member who may make an eligible rollover distribution in a direct trustee-to-trustee transfer to an "inherited" individual retirement account.

(4) *Direct rollover*. A direct rollover is a payment by the System to the eligible retirement plan specified by the distributee. (45-93-3; 21-96-3; 8-03-3)

DRAFT

Proposed Amendment to Sections 3-3-39, 3-3-44, 3-3-53, 3-3-55 and 3-3-57(e)(1)(B) to comply with qualified retirement plan requirements under the Internal Revenue Code.

Section 3-3-39. **Refund of contributions upon withdrawal or death; and deferred vested benefits.**

(a) If a member has ceased to be an employee, otherwise than by death or by retirement under the provisions of this Article, and has fewer than five (5) years of creditable service on his date of separation, he shall be eligible for a refund of the total of his accumulated contributions (with interest) which have been reduced by the amount of any retirement allowances previously received by him under any of the provisions of this Article. The member must file a written application with the Board for such refund and he shall be paid the amount to which he is entitled not later than ninety (90) days after receipt of his application by the Board. Should a member or a person retirement die, the amount of his accumulated contributions reduced by the amount of any retirement allowance previously received by him under any of the provisions of this Article shall then be payable in a lump sum to a designated beneficiary or in the absence of a designated beneficiary to his estate, provided no benefit is payable under Subparagraph (c) of Section 3-3-33. Such designated beneficiary may be changed from time to time by written notice by the member, signed and filed with the Board.

(b) If a member has five (5) or more years of creditable service on his date of separation from the County, the member may leave his accumulated contributions in the fund and receive a deferred annuity payable beginning the date the member attains age fifty-five (55). Members who choose a deferred vested annuity are not eligible to receive the Social Security supplement.

(c) A member who becomes eligible for membership in either the Virginia Retirement System and the Educational Employees Supplemental Retirement System (Article 4), the Fairfax

County Employees' Retirement System (Article 2), or the Fairfax County Police Officers Retirement System (Article 7) prior to receipt of a refund amount may, under such rules and regulations as are adopted by the Board and by the board of the system of which he is eligible to become a member, elect in writing to transfer the amount of his refund directly from this System to the system for which he has become eligible for membership. In the alternative, to the extent that a refund is an "eligible rollover distribution" within the meaning of Internal Revenue Code Section 402(f)(2)(A), such a member may (a) under rules and regulations of the system of which he is eligible to become a member, elect in writing to roll over the amount of his refund directly from this System to the system for which he has become eligible for membership or (b) elect in writing to roll over the portion ~~amount~~ of his refund which is such an eligible rollover distribution directly to an individual retirement account.

(d) All refunds shall be mailed to the last address on record with the Board. Refunds that have not been claimed within six (6) months shall become the property of the System. (1961 Code, § 9-109; 11-74-9; 20-81-3; 34-81-3; 5-85-3; 36-88-3; 45-93-3; 10-01-3).

Section 3-3-44. **Spouse retirement allowance**

(a) Should death occur to a member in service who has completed five (5) years of creditable service, a retirement allowance shall be payable to the member's spouse if said spouse is the designated beneficiary duly approved, acknowledged and filed with the Board. The annual retirement allowance, payable monthly for life shall be 50 percent of the annual retirement allowance provided in the first sentence of Subparagraph (a) of Section 3-3-33, with creditable service and final compensation being determined as of the date of the member's death. Said spouse shall elect within 90 days after notice by the Board of Trustees of the option of receiving the benefits outlined above in this Section or a lump sum payment of the member's accumulated contributions as provided in Section 3-3-39 herein, or within 180 days of the death of the member, whichever first occurs. If death is due to a service-connected accident as defined in Section 3-3-38, and the designated

beneficiary under Section 3-3-38(1)(A) is the member's spouse, the spouse shall elect in writing within 90 days after the notice by the Board of Trustees, or within 180 days of the death of the member, whichever first occurs, to receive either the benefits contained in this Section or those contained in Section 3-3-38(1)(A). In the event of the spouse's death prior to receiving allowances under this Section equaling the sum of the member's accumulated contribution, said sum, reduced by the amount of any retirement allowances previously paid under this Section, shall be paid to the spouse's designated beneficiary duly approved, acknowledged and filed with the Board, otherwise the spouse's estate.

(b) Should death occur to a member in service who has completed five (5) years of creditable service and if the member's designated beneficiary, duly approved, acknowledged and filed with the Board, is not the member's spouse, a lump sum payment equaling the member's accumulated contribution as provided in Section 3-3-29(c), shall be paid to the designated beneficiary.

(c) Should death occur to a member in service who has completed five (5) years of creditable service and the member has no designated beneficiary, a lump sum payment equaling the member's accumulated contribution shall be paid to the member's estate; provided that, if such member's spouse is the sole person entitled under the laws of Virginia to the benefits provided hereunder, then said spouse shall have the same right to elect benefits as is provided to spouses in Section 3-3-44(a) above. (1961 Code, § 9-113; 11-74-9; 28-77-3; 20-81-3; 5-85-3; 29-09-3.)

(d) Effective on and after January 1, 2007, if a member dies while performing "qualified military service" as defined in Section 414(u) of the Internal Revenue Code, any additional benefits that would have been provided under the System if the member had resumed employment on the day prior to his death and then terminated employment due to death shall be paid to such member's designated beneficiary or, if applicable, estate.

Section 3-3-53. **Limitation on annual retirement allowance.**

Notwithstanding any other provision of this Article, the annual retirement allowance to which any member may be entitled shall not exceed the limits on benefits set forth in Section 415 of the Internal Revenue Code and the Treasury Regulations issued thereunder, and in calculating such limits a member's compensation shall include any differential wage payments for military service as defined under Section 3401(h)(2) of the Internal Revenue Code and paid on or after January 1, 2009. Such limits shall be applied annually for the 12-month period commencing each July 1 and ending the following June 30. A benefit payable other than in the form of an annuity shall not exceed the amount which, when converted to an actuarial equivalent annual benefit, does not exceed the limits on benefits set forth in Section 415(b) of the Internal Revenue Code. Effective June 30, 2000, the mortality tables prescribed by the Uruguay Round Agreement Acts (GATT), as set forth in Internal Revenue Service Rev. Rul. 2001-62 (superseding and modifying Rev. Rul. 95-29), or as further updated or modified by the Internal Revenue Service, shall be used in determining the actuarial equivalent amount of such benefit. (27-90-3, § 4; 21-96-3; 8-03-3.)

Section 3-3-55. **Direct rollovers to other plans.**

(a) *General*. This Section 3-3-55 applies to distributions made on or after January, 1, 1993. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section 3-3-55, a distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. However, to the extent that any portion of the amount of the rollover is comprised of after-tax contributions, the distribution may only be rolled over to an eligible retirement plan that separately accounts for after-tax contributions.

(b) *Definition*.

(1) *Eligible rollover distribution*. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover

distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.

(2) *Eligible retirement plan*. An eligible retirement plan is any one of the following that accepts the distributee's eligible rollover distribution: an individual retirement account described in Section 408(a) of the Internal Revenue Code; an individual retirement annuity described in Section 408(b) of the Internal Revenue Code; an annuity plan described in Section 403(a) of the Internal Revenue Code; ~~or~~ a qualified trust described in Section 401(a) of the Internal Revenue Code; an annuity contract described in Section 403(b) of the Internal Revenue Code; an eligible deferred compensation plan described in Section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state; or effective for distributions made after December 31, 2007, a Roth IRA described in Section 408A of the Internal Revenue Code, provided the eligible rollover distribution is considered a "qualified rollover contribution" under Section 408A(e) of the Internal Revenue Code ~~that accepts the distributee's eligible rollover distribution~~. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) *Distributee*. A distributee includes a member or former member. In addition, the member's or former member's surviving spouse and the member's or former member's spouse or former spouse who is entitled to receive benefits from the System, are distributees with regard to the interest of the spouse or former spouse. Effective for distributions on or after January 1, 2010, a distributee includes a non-spouse beneficiary of a deceased

member or former member who may make an eligible rollover distribution in a direct trustee-to-trustee transfer to an "inherited" individual retirement account.

(4) *Direct rollover*. A direct rollover is a payment by the System to the eligible retirement plan specified by the distributee. (45-93-3; 21-96-3; 8-03-3)

Section 3-3-57(e)(1)(B). **Deferred Retirement Option Program – Cessation of County employment**.

(B) The member may elect to roll over his or her DROP account balance into ~~a~~ an "eligible ~~qualified~~ retirement plan", as defined in Section 3-3-55(b)(2). ~~such as an IRA~~.

DRAFT

Proposed Amendment to Sections 3-7-41, 3-7-48, 3-7-50 and 3-7-52(e)(1)(B) to comply with qualified retirement plan requirements under the Internal Revenue Code.

Section 3-7-41. **Benefits to surviving spouse and children of members deceased before or during ordinary service retirement.**

(a) The surviving spouse of a member who dies before retirement or while receiving a service pension shall be entitled to receive relief from the System in an amount equal to $1,000.00 per month. Any surviving children of such member under 18 years of age shall be entitled to receive relief in an amount equal to $400.00 per month; and any child under the age of 23 years who is a full-time student in an accredited college or secondary school shall also receive such relief; and any handicapped child shall receive such relief during the child's lifetime. Upon death of the surviving spouse, a surviving handicapped child, if any, shall be entitled to receive continued relief from the System as if that child were a surviving spouse, in addition to any other relief he is entitled to as a surviving child. Relief granted any child, not handicapped, shall cease upon said child's marriage or said child's becoming self-supporting, whichever shall occur first. Relief granted to a handicapped child shall cease if said child becomes self-supporting or if said child is determined by the Board no longer to be permanently mentally incompetent or permanently physically handicapped based on evidence available to the Board in accordance with Section 3-7-41(b). No combination of the relief previously granted shall be paid to the spouse or handicapped child, as the case may be, and children of any one member in an amount exceeding $2,000.00 per month. Benefit amounts as listed above shall be adjusted on July 1 of each year after enactment by the lesser of four percent and the percentage corresponding to the percentage increase in the Consumer Price Index during the 12-month calendar period ending with the March immediately preceding the July in which the increase is effective. For the purpose of this Section, "Consumer Price Index" shall mean the Washington, DC-MD-VA index of the Consumer Price Index for all Urban Consumers (CPI-U) as issued by the Bureau of Labor

Statistics of the U.S. Department of Labor. Benefits conferred upon a surviving spouse pursuant to this Section shall extend to the surviving spouses of service retirees who died prior to the enactment of this Article.

(b) Once each year during the first five years following the Board's commencement of payments to the handicapped child, and once every three-year period thereafter, the Board shall require such handicapped child to undergo medical examinations by the same physicians as specified in the selection process set forth in Section 3-7-30, if available. Should any such physician be unavailable, a successor shall be designated, as previously determined in Section 3-7-30.

Each physician shall independently examine such handicapped child and submit a written report of findings and recommendations to the Board. In the event that such handicapped child fails to submit to these medical examinations, benefits shall be discontinued until the handicapped child submits to the examinations; and should the failure continue for one year, all rights to benefits under this Article shall terminate. The Board is authorized to determine that the handicapped child no longer qualifies as such, based on such written report and other evidence acceptable to the Board in its sole discretion.

(c) Handicapped children receiving an allowance pursuant to Section 3-7-39 shall submit by May 30th of each year a copy of that portion of their Federal income tax returns showing the amount of their earned income and copies of W-2 forms (wage statements) provided by their employers to the Board for the previous calendar year. Failure to submit such documentation on request shall result in the loss of allowance until the documentation is provided; and should a handicapped child's failure continue for one year, all rights to benefits shall cease. (20-81-3; 8-82-3; 28-89-3; 13-92-3; 29-09-3.)

<u>(d) Effective on and after January 1, 2007, if a member dies while performing "qualified military service" as defined in Section 414(u) of the Internal Revenue Code, any benefits</u>

under this Section 3-7-41(a) that would have been provided under the System if the member had resumed employment on the day prior to his death and then terminated employment due to death shall be paid to such member's designated beneficiary or, if applicable, estate.

Section 3-7-48. **Limitation on annual retirement allowance.**

Notwithstanding any other provision of this Article, the annual retirement allowance to which any member may be entitled shall not exceed the limits on benefits set forth in Section 415(b) of the Internal Revenue Code and the Treasury Regulations issued thereunder, and in calculating such limits a member's compensation shall include any differential wage payments for military service as defined under Section 3401(h)(2) of the Internal Revenue Code and paid on or after January 1, 2009. Such limits shall be applied annually for the 12-month period commencing each July 1 and ending the following June 30. A benefit payable other than in the form of an annuity shall not exceed the amount which, when converted to an actuarial equivalent annual benefit, does not exceed the limits on benefits set forth in Section 415(b) of the Internal Revenue Code. Effective June 30, 2000, the mortality tables prescribed by the Uruguay Round Agreement Acts (GATT), as set forth in Internal Revenue Service Rev. Rul. 2001-62 (superseding and modifying Rev. Rul. 95-29), or as further updated or modified by the Internal Revenue Service, shall be used in determining the actuarial equivalent amount of such benefit. (27-90-3, § 6; 21-96-3; 8-03-3.)

Section 3-7-50. **Direct rollovers to other plans.**

(a) *General*. This Section 3-7-50 applies to distributions made on or after January, 1, 1993. Notwithstanding any provision of the System to the contrary that would otherwise limit a distributee's election under this Section 3-7-50, a distributee may elect to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. However, to the extent that any portion of the amount

of the rollover is comprised of after-tax contributions, the distribution may only be rolled over to an eligible retirement plan that separately accounts for after-tax contributions.

(b) *Definition*.

(1) *Eligible rollover distribution*. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includible in gross income.

(2) *Eligible retirement plan*. An eligible retirement plan is any one of the following that accepts the distributee's eligible rollover distribution: an individual retirement account described in Section 408(a) of the Internal Revenue Code; an individual retirement annuity described in Section 408(b) of the Internal Revenue Code; an annuity plan described in Section 403(a) of the Internal Revenue Code; a defined contribution plan described in Section 401(k) of the Internal Revenue Code; ~~or~~ an annuity contract described in Section 403(b) of the Internal Revenue Code; an eligible deferred compensation plan described in Section 457(b) of the Internal Revenue Code that is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state; ~~a state and local government plan described in Section 457 of the Code, or~~ a qualified trust described in Section 401(a) of the Internal Revenue Code; or effective for distributions made after December 31, 2007, a Roth IRA described in Section 408A of the Internal Revenue Code, provided the eligible rollover distribution is considered a "qualified rollover contribution" under Section 408A(e) of the Internal Revenue Code ~~that accepts the distributee's eligible rollover distribution~~. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(3) *Distributee*. A distributee includes a member or former member. In addition, the member's or former member's surviving spouse and the member's or former member's spouse or former spouse who is entitled to receive benefits from the System, are distributees with regard to the interest of the spouse or former spouse. Effective for distributions on or after January 1, 2010, a distributee includes a non-spouse beneficiary of a deceased member or former member who may make an eligible rollover distribution in a direct trustee-to-trustee transfer to an "inherited" individual retirement account.

(4) *Direct rollover*. A direct rollover is a payment by the System to the eligible retirement plan specified by the distributee. (45-93-3; 21-96-3; 8-03-3)

Section 3-7-52(e)(1)(B). **Deferred Retirement Option Program – Cessation of County employment**.

(B) The member may elect to roll over his or her DROP account balance into ~~a~~ an "eligible ~~qualified~~ retirement plan", as defined in Section 3-7-50(b)(2). ~~such as an IRA~~.

Notice of Public Hearing

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 11, 2011 at 4:00 PM, its regular meeting in the Board Auditorium, Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, regarding the proposed:

Revision to Chapter 3, Articles 2, 3 and 7 of the Code of the County of Fairfax revising the Employees', Uniformed and Police Officers Retirement Systems to incorporate technical changes required to comply with IRS regulations.

All persons wishing to speak on this subject may call the Office of the Clerk to the Board, 703-324-3151, to be placed on the Speaker's List, or may appear and be heard.

Given under my hand this seventh day of December, 2010.

Nancy Vehrs
Clerk to the Board

CHEIRON Classic Values, Innovative Advice

November 17, 2010

Mr. Robert Mears
Executive Director
Fairfax County Retirement Systems
10680 Main Street, Suite 280
Fairfax, Virginia 22030-3812

Re: Actuarial Impact on Employees' Retirement System – Proposed Ordinance Changes including Provisions of the HEART Act and WRERA

Dear Bob:

As requested, we are writing to provide an actuarial cost estimate for a proposed change in the Fairfax County Employees' Retirement System to provide spousal benefit protection to members who die while performing qualified military service as required by the HEART Act. We are also providing costs associated with changes required by WRERA.

The Heroes Earnings Assistance and Relief Tax Act of 2008 (the HEART Act), requires plans to provide a death benefit to those who die during qualified military service as if they had been reemployed the day prior to death. It also requires that military differential pay be included in compensation for purposes of applying the benefit limitations under IRC Section 415. Neither of these provisions is expected to have an impact on the cost of the Retirement System.

The Worker, Retiree, and Employer Recovery Act of 2009 (WRERA) requires the ordinance to be amended to provided expanded options to those rolling over money from the System. None of these provisions are expected to have an impact on the cost of the Retirement System.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston

Fiona E. Liston, FSA
Consulting Actuary

CHEIRON Classic Values, Innovative Advice

November 17, 2010

Mr. Robert Mears
Executive Director
Fairfax County Retirement Systems
10680 Main Street, Suite 280
Fairfax, Virginia 22030-3812

Re: Actuarial Impact on Uniformed Retirement System – Proposed Ordinance Changes including Provisions of the HEART Act and WRERA

Dear Bob:

As requested, we are writing to provide an actuarial cost estimate for a proposed change in the Fairfax County Uniformed Retirement System to provide spousal benefit protection to members who die while performing qualified military service as required by the HEART Act. We are also providing costs associated with changes required by WRERA.

The Heroes Earnings Assistance and Relief Tax Act of 2008 (the HEART Act), requires plans to provide a death benefit to those who die during qualified military service as if they had been reemployed the day prior to death. It also requires that military differential pay be included in compensation for purposes of applying the benefit limitations under IRC Section 415. Neither of these provisions is expected to have an impact on the cost of the Retirement System.

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Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston

Fiona E. Liston, FSA
Consulting Actuary

1750 Tysons Boulevard, Suite 1100, McLean, VA 22102 Tel: 703.893.1456 Fax: 703.893.2006 www.cheiron.us

CHEIRON Classic Values, Innovative Advice

November 17, 2010

Mr. Robert Mears
Executive Director
Fairfax County Retirement Systems
10680 Main Street, Suite 280
Fairfax, Virginia 22030-3812

Re: Actuarial Impact on Police Officers Retirement System – Proposed Ordinance Changes including Provisions of the HEART Act and WRERA

Dear Bob:

As requested, we are writing to provide an actuarial cost estimate for a proposed change in the Fairfax County Police Officers Retirement System to provide spousal benefit protection to members who die while performing qualified military service as required by the HEART Act. We are also providing costs associated with changes required by WRERA.

The Heroes Earnings Assistance and Relief Tax Act of 2008 (the HEART Act), requires plans to provide a death benefit to those who die during qualified military service as if they had been reemployed the day prior to death. It also requires that military differential pay be included in compensation for purposes of applying the benefit limitations under IRC Section 415. Neither of these provisions is expected to have an impact on the cost of the Retirement System.

The Worker, Retiree, and Employer Recovery Act of 2009 (WRERA) requires the ordinance to be amended to provided expanded options to those rolling over money from the System. None of these provisions are expected to have an impact on the cost of the Retirement System.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Liston

Fiona E. Liston, FSA
Consulting Actuary

1750 Tysons Boulevard, Suite 1100, McLean, VA 22102 Tel: 703.893.1456 Fax: 703.893.2006 www.cheiron.us

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Board Agenda Item
December 7, 2010

ADMINISTRATIVE – 5

Addition of Segments of Smithsonian Air and Space Museum Parkway and Historic Sully Way to the Secondary System of State Highways (Sully District)

ISSUE:
Board adoption of the attached resolution requesting that segments of Smithsonian Air and Space Museum Parkway, which the Virginia Department of Transportation (VDOT) has designated as Route 7833, and Historic Sully Way designated as Route 10345 be added to the Secondary System of State Highways.

RECOMMENDATION:
The County Executive recommends that the Board adopt the resolution, Attachment I, requesting that the subject segments of roadways be added to the secondary system.

TIMING:
Routine.

BACKGROUND:
This request to add segments of the subject roadways is being made by VDOT subsequent to the construction of an interchange at Route 28 and Air and Space Museum Parkway. This project also included the construction of a new segment of Air and Space Museum Parkway to serve the Udvar-Hazy Annex of the Smithsonian Institution located at Dulles Airport. The interchange project also resulted in the closure of direct access to the Sully Historic Site from Route 28. Historic Sully Way was completed to provide access to the Historic Site from Route 28 via the Air and Space Museum Parkway interchange. VDOT intends to maintain only that segment to the cul-de-sac terminus. The Fairfax County Park Authority (FCPA) will maintain the segment within the Sully Historic Site.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I: Resolution
Attachment II: VDOT sketch depicting subject roadways
Attachment III: Vicinity map
Attachment IV: VDOT descriptive chart

Board Agenda Item
December 7, 2010

STAFF:
Robert A. Stalzer, Deputy County Executive
Katharine D. Ichter, Fairfax County Director, Department of Transportation (FCDOT)
Michael A. Davis, FCDOT

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at 12000 Government Center Parkway, Fairfax, Virginia on December 7, 2010, at which meeting a quorum was present and voting, the following resolution was adopted:

WHEREAS, the construction of roads associated with project 0028-029-112, C501, B613 and project 0028-029-114, C501, B614 is complete; and

WHEREAS, the Virginia Department of Transportation has provided this Board with a sketch dated September 27, 2010, depicting the additions required to the secondary system of state highways as a result of these projects, which sketch is hereby incorporated herein by reference; and

WHEREAS, the addition of the road segments requires Board of Supervisors approval prior to formal acceptance into the secondary system of State highways:

NOW THEREFORE BE IT RESOLVED, that this Board hereby requests, pursuant to Virginia Code Section 33.1-229, that the Commonwealth Transportation Commissioner, with the approval of the Commonwealth Transportation Board, add to the secondary systems of state highways the following roads:

Smithsonian Air & Space Museum Parkway – Route 7833	Link C-B	From centerline of Sully Road – Route 28 to 2221 feet (0.42 miles) west
Smithsonian Air & Space Museum Parkway – Route 7833	Link B-D	From centerline of Sully Road – Route 28 to 656 ft (0.12 miles) west
Historic Sully Way – Route 10345	Link D-E	From centerline Smithsonian Air & Space Museum Parkway to traffic roundabout at 879 ft (0.17 miles) south
Historic Sully Way – Route 10345	Link E-F	From centerline of traffic roundabout to end of cul-de-sac at 1543 ft (0.29 miles) south

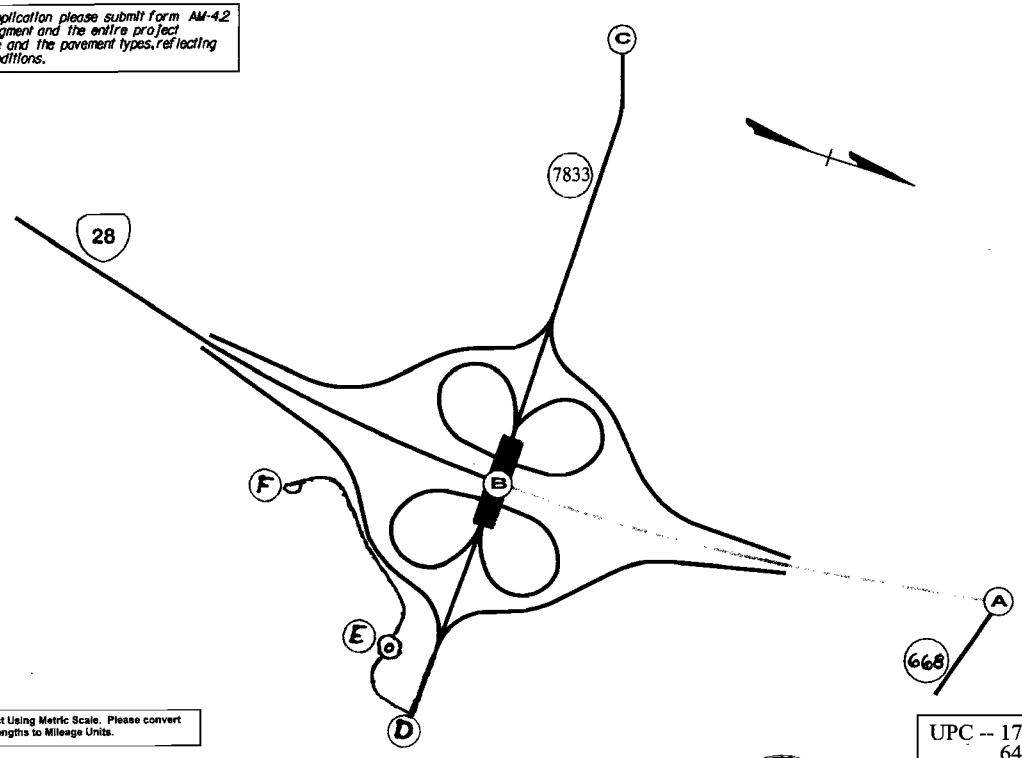
A Copy Teste:

_____

Nancy Vehrs
Clerk to the Board of Supervisors

Using the DACHS application please submit form AM-4.2 for each roadway segment and the entire project including the mileage and the pavement types, reflecting post-construction conditions.

SHEET 1 OF 1



Note: Project Using Metric Scale. Please convert Segment Lengths to Mileage Units.

Route	Action	Segment	Length
28	Data Correction	A ↔ B	1.05 Mi.
(New) 7833	Addition	B ↔ C	0.42 Mi. (2221 ft)
(New) 7833	Addition	B ↔ D	0.31 Mi. (1621 ft)
(New) 10345	Addition	D ↔ E	0.17 Mi. (879 ft)
(New) 10345	Addition	E ↔ F	0.29 Mi. (1543 ft)

UPC -- 17669
64968

Northern Virginia District
Fairfax Residency

Virginia Department of Transportation
VDOT
ASSET MANAGEMENT DIVISION

Legend **Project Length: _.__ Mi.**

FAIRFAX COUNTY

Changes in the Primary and Secondary Systems due to relocation and contruction on

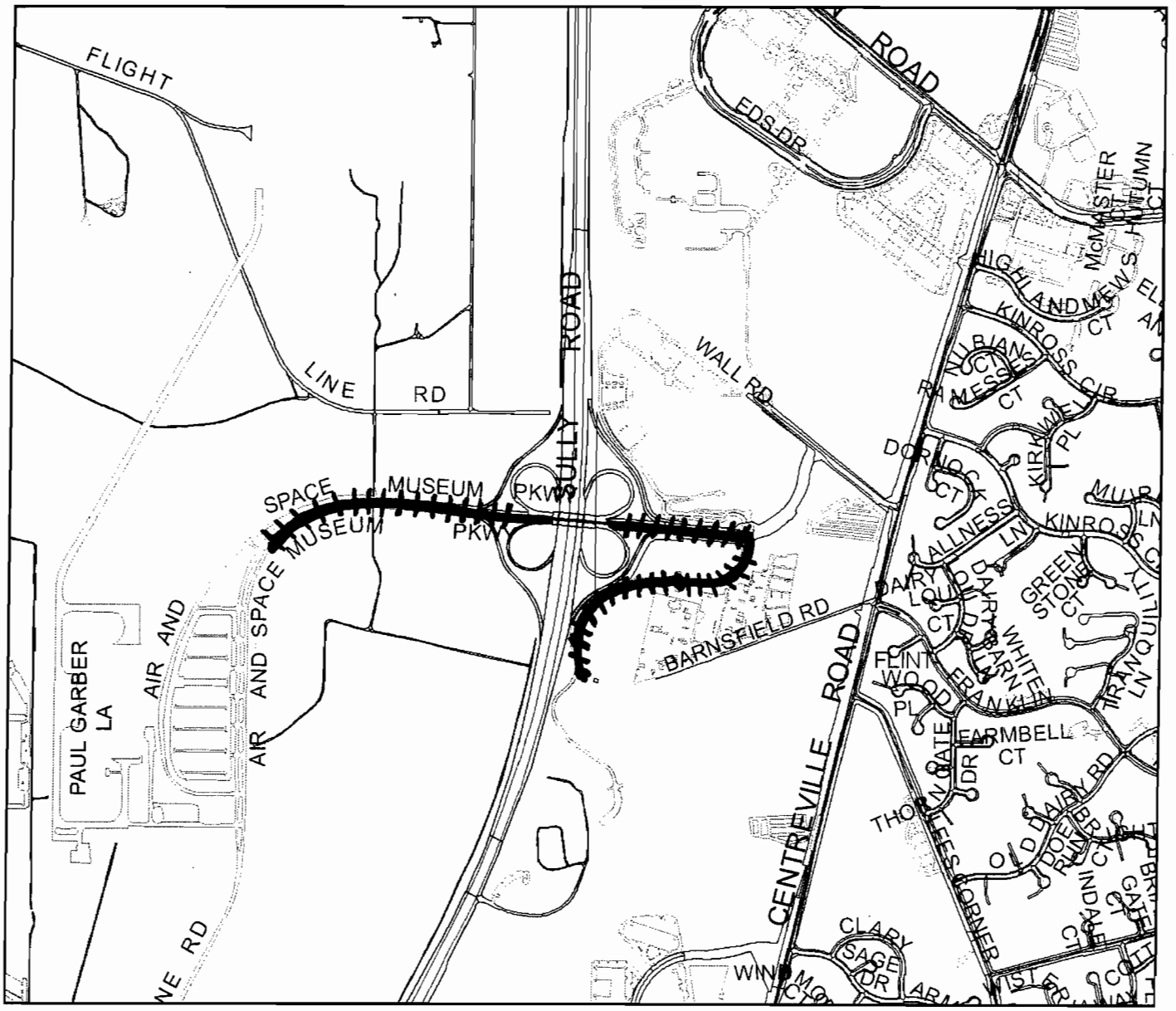
Route 28, Project: 0028-029-112, C-501
0028-029-114, C-501

Segment of new location to be added to Secondary System (33.1-229)

Data Correction - Adjustment to correct HTRIS records also applies to Route Re-Numbering, an Administrative change.

Smithsonian Air & Space Museum Parkway & Historic Sully Way

Sully District



Symbol Denotes Segment Proposed for Acceptance

Tax Map 24-4

VDOT Project Number: 0028-029-112, C501, B613 (PPMS# 17669)
VDOT Project Number: 0028-029-114, C501, B614 (PPMS# 64968)

Section	Length (miles) by Action				Alignment Old/New & # Lanes	Street Name Route Number	Description and Comments
	Add	Discontinue	Abandon	Renumber			
C-B	0.42	N/A	N/A	N/A	New 4 lanes	Air & Space Museum Parkway Route 7833	From: 0.42 miles (2221 ft) west of CL Sully Road (Route 28) To: CL Sully Road (Route 28)
B-D	0.12	N/A	N/A	N/A	New 4 lanes	Air & Space Museum Parkway Route 7833	From: CL Sully Road (Route 28) To: 0.12 miles (656 ft) east of CL Sully Road (Route 28)
D-E	0.17	N/A	N/A	N/A	New 4 lanes	Historic Sully Way Route 10345	From: CL Air & Space Museum Pkwy (Rte. 7833) 1572 ft west of CL Rte. 28 To: 879 ft south to CL of traffic roundabout
E-F	0.29	N/A	N/A	N/A	New 2 lanes	Historic Sully Way Route 10345	From: CL of traffic roundabout - 879 ft south of CL Rte. 7833 To: 1543 ft south to end of cul-de-sac
							From: To:
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Board Agenda Item
December 7, 2010

ADMINISTRATIVE – 6

Streets into the Secondary System (Dranesville 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.

Subdivision	**District**	**Street**
Rolling Meadows Lot 16A	Dranesville	Utterback Store Road – Route 717 (Additional Right-of-Way Only)

TIMING:
Routine.

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

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment 1 – Street Acceptance Forms

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Michelle Brickner, Acting Director, Land Development Services, DPWES

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

Pursuant to the request to inspect certain streets in the subdivisions as described, the Virginia Department of Transportation has made inspections, and recommends that same be included in the secondary system.

VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA

REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.

PLAN NUMBER: 23867-PI-001

SUBDIVISION PLAT NAME: Rolling Meadows, Lot 16A

COUNTY MAGISTERIAL DISTRICT: Dranesville

ENGINEERING MANAGER: D.A. Purvis

BY: Nallia Alphonsel

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 09/23/2010

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Utterback Store Road (Route 717) (Additional ROW Only)	CL Utterback Store Road - 752' N CL Woodland Falls Drive (Route 8299)	756' N to Section Line	0.0
		TOTALS:	0

NOTES:

720' of 8' Asphalt Trail on the East Side to be maintained by Fairfax County

Board Agenda Item
December 7, 2010

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing for The Sale of Two Million Gallons Per Day of Fairfax County's Unused Capacity at The Upper Occoquan Sewage Authority's Treatment Plant to Prince William County

ISSUE:
Authorization to advertise a public hearing for the sale of two million gallons per day (MGD) of Fairfax County's unused capacity at the Upper Occoquan Sewage Authority's treatment plant to meet Prince William County's growing need for additional treatment plant capacity.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing to be held on January 25, 2011, at 4:00 p.m., to approve the sale of 2 MGD of Fairfax County's capacity at UOSA to Prince William County.

TIMING:
Staff recommends Board's authorization on December 7, 2010, to advertise the public hearing so the Board may take action on the sale of wastewater treatment capacity at its meeting on January 25, 2011, at 4:00 p.m.

BACKGROUND:
The Upper Occoquan Sewage Authority (UOSA) owns and operates a wastewater treatment plant that receives wastewater from its four member jurisdictions of Fairfax and Prince William Counties and Cities of Manassas and Manassas Park. The treatment plant has a total capacity of 54 MGD. Fairfax County's allocated capacity at the plant, as adjusted by the 2007 sales of 2 MGD to Prince William County and 1 MGD to the City of Manassas, is 24.5999 MGD. The County's updated flow projection for the build-out condition in the portion of the County served by UOSA is 22 MGD. Currently, the County's highest 30 consecutive day average daily flow is 12.845 MGD. The County's current available flow capacity for future growth is 11.7549 MGD (24.5999 – 12.8450 = 11.7549 MGD). After the sale of two MGD, our remaining capacity for future growth will be 9.7549 MGD. Staff believes this remaining capacity will be sufficient to meet Fairfax County's future growth needs in the UOSA service area of the County, which is depicted on Attachment 3. Selling the excess capacity at this time recovers

Fairfax County's cost of constructing the capacity that is being sold and avoids paying for the up-coming upgrades at the plant for the sold capacity.

A public hearing is required in order to execute the capacity sale agreement between Fairfax County and Prince William County (Attachment 2). Staff recommends authorization to advertise this public hearing to be held on December 7, 2010, at which time staff will request that the Board authorize the Chairman to execute the capacity sale agreement substantially in the form of the Draft Agreement in Attachment 2.

FISCAL IMPACT:
The County will receive $39,807,586. The sales price per one MGD of capacity at UOSA is $19,903,793. The proceeds from the sale of this capacity will go into the County's Integrated Sewer Fund to fund future capacity expansions, to pay down the outstanding debt service on UOSA bonds, or to fund other future capacity related projects.

Under a separate Board Item, the County Executive will be recommending the purchase of 1 MGD of treatment capacity at Loudoun County's Broad Run Water Reclamation Facility (BRWRF). A portion of the proceeds from the sale of capacity at UOSA can be used towards the purchase of capacity at BRWRF.

ENCLOSED DOCUMENTS:
Attachment 1: Notice for Public Hearing Advertisement
Attachment 2: Form of Wastewater Capacity Sale and Purchase Agreement Between the Board of Supervisors of Fairfax County and The Board of County Supervisors of Prince William County (Attachments A-D)
Attachment 3: Map of UOSA Service Area in Fairfax County

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randy W. Bartlett, Deputy Director, DPWES

Attachment 1

FAIRFAX COUNTY NOTICE OF PUBLIC HEARING
ON SALE OF TWO MILLION GALLONS PER DAY OF FAIRFAX COUNTY'S UNUSED CAPACITY AT THE UPPER OCCOQUAN SEWAGE AUTHORITY'S TREATMENT PLANT TO PRINCE WILLIAM COUNTY

NOTICE is hereby given that the Board of Supervisors of the Fairfax County will hold a **PUBLIC HEARING** on:

January 25, 2011
at 4:00 p.m.

in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on the matter of the sale of two million gallons per day (MGD) of Fairfax County's unused capacity at the Upper Occoquan Sewage Authority's treatment plant to Prince William County.

All persons wishing to present their views on these subjects may call the Office of the Clerk to the Board at 703.324.3151 to be placed on the Speakers List, or may appear and be heard. As required by law, a copy of the complete text of the proposed Wastewater Capacity Sale and Purchase Agreement is on file and may be examined at the Office of the Clerk to the Board of Supervisors, Suite 533 of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia.

Fairfax County supports the American with Disabilities Act by making reasonable accommodations for persons with disabilities. For sign language interpreters or other accommodations, please call the Clerk's Office at 703.324.3151, TTY: 703.324.3903 at least five days in advance of the public hearing. Assistive listening devices are available at the meeting.

GIVEN under my hand this 7th day of December, 2010.

Patti M. Hicks
Deputy Clerk to the Board

Please use revised attachment found at this link http://www.fairfaxcounty.gov/government/board/meetings/

VOID

~~ATTACHMENT 2~~

~~BROAD RUN WATER RECLAMATION FACILITY CAPACITY AGREEMENT~~

~~October 25, 2010 Draft~~

~~THIS AGREEMENT is made this 7th day of December, 2010, by and between the COUNTY OF FAIRFAX, VIRGINIA ("Fairfax"); and the LOUDOUN COUNTY SANITATION AUTHORITY, doing business as Loudoun Water, a body politic and corporate ("LCSA").~~

~~RECITALS~~

~~R-1. LCSA is responsible to provide public water and sewer service to service areas in Loudoun County, Virginia, under the provisions of the Virginia Water and Waste Authorities Act (the "Act") and as provided in its Charter and its Rates, Rules and Regulations as may be in effect from time-to-time.~~

~~R-2. The Broad Run Water Reclamation Facility ("BRWRF") is owned by LCSA to treat wastewater in LCSA's service areas and other areas outside Loudoun County as provided for in the Act and the Loudoun County Sanitation Authority Charter. The BRWRF was substantially completed and put in operation May 2, 2008, and meets treatment standards and pollutant limits as are defined in its current Virginia Pollution Discharge Elimination Standards ("VPDES") discharge permit.~~

~~R-3 LCSA delivers sewage flows from portions of the LCSA sewer system to the Potomac Interceptor Sewer (the "PI") owned and operated by the District of Columbia Water and Sewer Authority ("DCWASA") for transmission to the Blue Plains Advanced Wastewater Treatment Plant (the "Blue Plains"); collectively the "PI/Blue Plains System", pursuant to the~~

~~1998 Amendment to Agreement No. DCF-A-2351 between LCSA, the Mayor of the District of Columbia (the "District") and DCWASA, dated November 4, 1998.~~

~~R-4 LCSA's assured annual average wastewater treatment capacity in the PI/Blue Plains System is 13.8 million gallons per day ("mgd") with a corresponding peak wastewater transmission and treatment capacity of 31.9 mgd at the metered point of connection to the PI/Blue Plains System (the LCSA PI/Blue Plains Capacity).~~

~~R-5 As the volume of wastewater from LCSA's service area approaches LCSA's assured annual capacity in the PI/Blue Plains System, or as LCSA chooses, LCSA will offload a portion of its wastewater by diverting it to the BRWRF.~~

~~R-6. Fairfax is the public body responsible for providing public sewer service within Fairfax County, Virginia, by means of the Fairfax County Integrated Sewer System (the "Fairfax Sewer System").~~

~~R-7. Fairfax delivers sewage flows from portions of the Fairfax Sewer System to the PI/Blue Plains System pursuant to the following Agreement with DCWASA: "Blue Plains Intermunicipal Agreement of 1985 between District of Columbia, Fairfax County, Virginia, Montgomery County, Maryland, Prince George's County, Maryland, Washington Suburban Sanitary Commission developed by Blue Plains Chief Administrative Officers Committee, Blue Plains Regional Committee, Blue Plains Technical Committee with assistance from Metropolitan Washington Council of Governments, September 1985" (Intermunicipal Agreement).~~

~~R-8 Under the Intermunicipal Agreement Fairfax's annual average wastewater treatment capacity in the PI/Blue Plains System is 31.0 mgd with a corresponding peak wastewater transmission and treatment capacity of 81.1 mgd (the "Fairfax PI/Blue Plains Capacity").~~

~~R-9 Fairfax and LCSA agree that the purpose of this Agreement is that LCSA will retain its LCSA PI/Blue Plains Capacity but will allow Fairfax to use a portion of the LCSA PI/Blue Plains Capacity by purchasing capacity rights at the BRWRF all as provided herein.~~

~~R-10. Fairfax hereby seeks to purchase from LCSA capacity rights to an annual average wastewater transmission and treatment capacity of 1.0 mgd and a corresponding peak wastewater transmission and treatment capacity of 2.5 mgd at the BRWRF (the "Fairfax Capacity at BRWRF)". The Fairfax Capacity at BRWRF will be provided by LCSA to serve any portion of the Fairfax Service Area lying within Fairfax County's Blue Plains Service Area.~~

~~R-11. Since both Fairfax and LCSA convey a portion of their respective wastewater flows to the PI/Blue Plains System and share the Potomac Interceptor, and because of the cost and complexity involved in transporting wastewater from the Fairfax Sewer System directly to the BRWRF, Fairfax and LCSA agree that LCSA will offload (or divert) from the PI/Blue Plains System and treat up to 1.0 mgd of additional LCSA wastewater at the BRWRF which will result in reducing its corresponding flow in the PI/Blue Plains System by up to 1.0 mgd average flow with a corresponding peak wastewater transmission and treatment capacity of 2.5 mgd. In exchange, Fairfax will increase its flow to the PI/Blue Plains System by the same amount. The volume of the exchange in capacity (anywhere from 0.0 mgd to 1.0 mgd) will be elected annually by Fairfax all as provided hereafter.~~

~~AGREEMENT~~

~~1. LCSA to Offload and Treat. LCSA has constructed a conveyance system from the Russell Branch Interceptor to the influent wastewater pumping station at the BRWRF. This, and other future conveyance systems, will permit LCSA to offload LCSA wastewater from the PI/Blue Plains System to the BRWRF. A portion of LCSA wastewater, up to the Fairfax~~

~~Capacity at BRWRF will be selected annually by Fairfax to be redirected from the PI/Blue Plains System and conveyed and treated at BRWRF (the Assigned Fairfax Flow). This will represent the portion of LCSA PI/Blue Plains Capacity that Fairfax may use to send additional flow to the PI/Blue Plains System. Accordingly, Fairfax may use the Assigned Fairfax Flow in order to convey an Annual Average Transmission and Treatment Capacity up to 32.0 mgd and a corresponding peak wastewater transmission and treatment capacity up to 83.6 mgd to the PI/Blue Plains System all upon the terms and conditions all as provided hereafter. The parties agree that LCSA will treat the Assigned Fairfax Flow at the BRWRF. LCSA wastewater will continue to be delivered and treated in the PI/Blue Plains System up to the LCSA PI/Blue Plains Capacity less the Assigned Fairfax Flow. Flow reports submitted to DCWASA by LCSA and Fairfax will be modified to reflect this adjustment of the flows. Sample calculations are:~~

~~Adjusted Capacities~~

~~Assigned Fairfax Flow~~	~~LCSA~~		~~Fairfax~~	
	~~Average~~	~~Peak~~	~~Average~~	~~Peak~~
~~0.00 mgd~~	~~13.8 mgd and~~	~~31.9 mgd~~	~~31.0 mgd and~~	~~81.1 mgd~~
~~0.60 mgd~~	~~13.2 mgd and~~	~~30.4 mgd~~	~~31.6 mgd and~~	~~82.6 mgd~~
~~1.0 mgd~~	~~12.8 mgd and~~	~~29.4 mgd~~	~~32.0 mgd and~~	~~83.6 mgd~~

~~Note: LCSA and Fairfax Adjusted Capacities shown refer to the annual average and peak wastewater transmission and treatment capacity respectively.~~

~~2. Fairfax Capacity at BRWRF and Assigned Fairfax Flow. The BRWRF is currently in service and LCSA acknowledges that it has sufficient capacity in the BRWRF to accommodate the Fairfax Capacity at BRWRF. The Fairfax Capacity at BRWRF may not change without formal amendment to this Agreement. At its sole discretion, Fairfax may elect annually to designate the Assigned Fairfax Flow to be treated at the BRWRF as described in Paragraph 1 up to the purchased Fairfax Capacity at BRWRF. Fairfax may decrease the Assigned Fairfax Flow by no more than 30% annually. A change in the Assigned Fairfax Flow shall be identified in writing no later than May 31 for the following immediate fiscal year utilized by Fairfax (July 1 to June 30) (the Fairfax Fiscal Year).~~

~~3. Capacity and Treatment Costs LCSA agrees to deliver the Assigned Fairfax Flow to the BRWRF and Fairfax agrees to pay LCSA capital costs for the Fairfax Capacity at BRWRF and annual operating costs for the conveyance, pumping, and treatment of the Assigned Fairfax Flow all as provided hereafter.~~

~~a. Capital Costs. Fairfax shall pay LCSA for the purchase of the Fairfax Capacity at BRWRF of 1.0 mgd and corresponding peak wastewater transmission and treatment capacity of 2.5 mgd in the BRWRF conveyance, pumping and treatment system. Capital costs include the cost of the Junction Box at Russell Branch, Gravity Conveyance, Influent Wastewater Pumping Station, and the BRWRF; all as shown in Exhibit A. These facilities were constructed in five contracts, Contracts 1 to 5, and each agreement is described below:~~

- ~~Contract 1, dated May 28, 2004, for "Master Site and Liquids Treatment Facilities";~~

- ~~Contract 2 and 3, dated June 8, 2004, for "Biological Treatment and Membrane Facility" and the "Solids Treatment Facility";~~
- ~~Contract 4, dated January 3, 2005, for "Operations Complex", and;~~
- ~~Contract 5, dated April 5, 2005, for "Broad Run Influent Sewage PS".~~

~~Capital costs will be shared such that the unit cost of conveyance, pumping and treatment capacity provided will be the same for both Fairfax and LCSA. The calculation is:~~

~~Total Capacity of BRWRF~~	~~(1) 11,000,000 gallons~~
~~Total Capital Cost~~	~~(2) $ 230,365,234~~
~~Total Unit Cost per Gallon~~	~~(3) $ 20,942,294~~
~~Purchased Fairfax Capacity at BRWRF~~	~~(4) 1,000,000 gallons~~
~~Total Capital Cost of Capacity for Fairfax~~	~~(5) $ 20,942,294 = $(3) x (4)~~

~~Total Capital Cost for this construction program includes the following components: (1) as of October 1, 2010 total construction costs paid by LCSA for BRWRF Contracts 1 to 5, inclusive for the construction of the initial 11.0 mgd capacity under the Virginia Department of Environmental Quality's Certificate to Operate, minus any grants received by LCSA from third parties, including but not limited to, the Commonwealth of Virginia under the Water Quality Improvement Fund; (2) total consulting costs for design engineering (including preliminary design, in-stream monitoring, and pilot program), surveying, construction administration and related services; (3) legal fees; (4) LCSA staff costs specifically charged to Contracts 1 to 5, inclusive; (5) interest expense; and (6) land costs, miscellaneous equipment, support systems, and furniture purchased by LCSA to fully equip the BRWRF to treat the permitted flow of 11.0 mgd.~~

~~Fairfax shall pay the sum of $20,942,294, which represents full compensation to LCSA for the capital costs associated with 1 mgd of capacity at the Broad Run WRF and corresponding peak wastewater treatment capacity of 2.5 mgd in the Broad Run WRF conveyance, pumping and treatment system. Fairfax will reimburse LCSA a minimum of 60 percent of the Fairfax portion of the Total Capital Cost within 45 days of submission of an invoice to Fairfax for these costs.~~

~~If full compensation is not initially made, the remainder of the Fairfax Total Capital Cost will be reimbursed to LCSA by June 30, 2012. Interest expense on the remainder of the Fairfax Total Capital Cost will accrue at the rate equal to the then current average earning yield on LCSA's investment portfolio. Notwithstanding the above stated intent regarding payment, future obligations of Fairfax under this Paragraph 3(a) and the other provisions of this Agreement are subject to annual appropriation of funds by the Board of Supervisors of Fairfax County, Virginia.~~

~~b. Operating Cost. Fairfax agrees to pay LCSA the proportionate cost for the Assigned Fairfax Flow treated hereunder at the wholesale rate to be determined annually at the conclusion of the previous Fairfax Fiscal Year by LCSA in accordance with the LCSA Rates, Rules and Regulations, and the Act. Such wholesale rates shall include actual costs incurred by LCSA for the treatment of the Assigned Fairfax Flow in order to meet the VPDES permit, together with the proportionate operation and maintenance costs of that portion of the conveyance and pumping components associated with the Assigned Fairfax Flow, where applicable, including normal and customary repair and upgrade of that system, rights-of-way and access roads associated with each facility which handles, pumps, or treats the Assigned Fairfax Flow. Operation and~~

~~maintenance costs include parts and materials, labor and benefits of LCSA employees and shall include the proportionate share of consultant's or contractor's fees to direct or perform the functions here described to administer the applicable regulations, and to provide the operating services called for under this Agreement, including their costs of overhead. Operation and maintenance costs shall be reconciled by LCSA annually.~~

~~c. Billing, Payment. LCSA shall bill and Fairfax promptly shall pay for the Assigned Fairfax Flow quarterly based on the operations and maintenance cost per mgd from the immediate prior fiscal year. At the conclusion of the Fairfax Fiscal Year, LCSA will compare the four quarterly payments made by Fairfax for the Fairfax Fiscal Year with the actual costs for that year. Thereafter, Fairfax will be charged, or reimbursed, for the differential cost. Fairfax's proportion of BRWRF operation and maintenance costs shall be its annualized Assigned Fairfax Flow divided by total LCSA wastewater treated by the BRWRF for the Fairfax Fiscal Year.~~

~~4. Conveyance, Pumping and Treatment System Upgrades. Fairfax will be financially responsible for its proportionate share of the conveyance, pumping and treatment system upgrades that are considered over and above normal and customary operation and maintenance repairs and equipment replacements that are financed through user fees. LCSA will notify Fairfax of such upgrades and their estimated costs at the final planning stages and prior to construction of the upgrades so Fairfax can plan for its share of the costs of these upgrades. Fairfax will reimburse LCSA on a cash basis for upgrades within 90 days of substantial completion of the upgrade. Should LCSA finance the upgrade over a multiple-year period, LCSA will afford Fairfax the choice of participating in said financing, paying a one-time~~

~~payment, or using its own financing in a payment schedule mutually acceptable to LCSA and Fairfax.~~

5. Capital, Operation and Maintenance Responsibilities for the PI/Blue Plains System.

a. Both Fairfax and LCSA will continue to be responsible to DCWASA for all of their proportionate costs, including capital, operation, maintenance, etc., as outlined in their respective agreements with DCWASA. The Fairfax Capacity at BRWRF and Assigned Fairfax Flow will not have any impact on financial responsibilities of LCSA and Fairfax to DCWASA.

b. Under the Assigned Fairfax Flow provisions identified in this Agreement, Fairfax will reduce its actual flow by the Assigned Fairfax Flow quantities in its regular reporting to DCWASA, and LCSA will increase its reported actual flow to DCWASA by the Assigned Fairfax Flow.

c. LCSA agrees to cooperate with Fairfax to cause DCWASA to formally acknowledge this arrangement and consent to the reduction in LCSA flow which results for the benefit of Fairfax. The parties acknowledge, however, that the burden of DCWASA's acknowledgement and consent to this Agreement rests solely upon Fairfax. LCSA agrees to cooperate with DCWASA and Fairfax and to coordinate to achieve flow reporting credit to Fairfax. LCSA will then credit flows actually offloaded and treated on behalf of Fairfax in its quarterly reporting to DCWASA as noted in paragraph 5b above.

6. Capacity Allocation, Limits. If LCSA has additional capacity available at BRWRF over and above the 1.0 mgd provided to Fairfax in this Agreement, Fairfax shall have the right of first refusal to acquire said additional capacity on terms as may be agreed. LCSA

shall advise in writing to Fairfax upon request by any entity as to the availability of additional transmission and treatment capacity.

7. Pretreatment. Fairfax and LCSA currently have pretreatment agreements with DCWASA. These agreements will not need to be revised since the same quality of wastewater will continue to flow to the PI/Blue Plains System. Since under the Assigned Fairfax Flow provisions identified in the Agreement, there will be no Fairfax wastewater directly going to the BRWRF, there is no need for a pretreatment agreement between Fairfax and LCSA for the purposes of this Agreement. If Fairfax determines that it will actually transfer Fairfax flow to the LCSA sewer system for treatment at BRWRF, Fairfax and LCSA will develop an appropriate pretreatment program agreement.

8. Amendments. This agreement may be amended or terminated at any time by mutual agreement of the parties hereto and subject to any required accounting and/or reimbursement of accounts that may be due at such time.

9. Effective Date. This agreement shall be effective as of the date the last necessary party signs it.

10. Fairfax Covenant. Fairfax covenants that it will not do anything regarding or relating to this agreement which would cause LCSA to be in violation of its VPDES Permit, or which would be a violation or cause LCSA to be in violation of any applicable laws, ordinances or regulations currently including the Dulles Area Watershed Regulation, the Regulation for Nutrient Enriched Waters and Dischargers within the Chesapeake Bay Watershed, the Virginia Water Quality Management Planning Regulation, or any applicable permits or any agreement with or for the benefit of LCSA's bond holders.

11. LCSA Covenant. LCSA Covenants that it will not do anything regarding or relating to this agreement which would cause Fairfax to exceed its Fairfax PI/Blue Plains capacity (as adjusted by this Agreement) as a result of LCSA's exceedance of its LCSA PI/Blue Plains Capacity less the Assigned Fairfax Flow in the PI/Blue Plains System. In the event it is determined that Fairfax is in violation of its new capacities due to LCSA's flow capacity exceedances, LCSA agrees to take corrective actions to immediately bring Fairfax into compliance with its flow capacities. In addition, LCSA agrees to be responsible for any charges, penalties, etc, including but not limited to financial penalties as a result of such violation by Fairfax.

12. No Third Parties. No parties other than the parties executing this agreement are to be regarded as beneficiaries and none other shall have any rights or benefits under this agreement.

13. Miscellaneous Provisions:

a. No Partnership. It is not the purpose or intention of this Agreement to create, and this Agreement shall not be construed as creating, a joint venture, partnership, or other relationship whereby either party hereto would be liable for the omissions, commissions, or performance of the other party hereto.

b. Waiver. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

c. Entire Agreement; Amendment. This Agreement, including the recitals, which are incorporated by this reference, contains the entire agreement between the parties hereto with respect to the subject of this Agreement. No change or modification of this agreement shall be valid unless the same is an amendment, in writing, signed by both parties hereto.

d. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

e. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

f. Further Assurances. The parties hereto shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this agreement as may be reasonably requested by either party hereto.

g. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

h. Counterparts. This agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

i. Assignment. The parties hereto may not assign its rights under this Agreement to any person, entity, or other governmental or quasi-governmental body without the prior written consent of the parties, which may withhold their consent for any reason at their sole discretion.

j. Notice. All notices or requests shall be in writing and shall be given by hand delivery or certified mail, return receipt requested, postage prepaid, addressed as follows:

(1) If to Fairfax to:

Department of Public Works and Environmental Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035
ATTN: Director

With a copy to:

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

Or such persons and places as Fairfax may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.

(2) If to LCSA:

LCSA
Post Office Box 4000
44865 Loudoun Water Way
Ashburn, Virginia 20146
ATTN: General Manager

~~With a copy to:~~

~~McGuireWoods, LLP~~
~~1750 Tysons Boulevard, Suite 1800~~
~~McLean, VA 22102-4215~~
~~ATTN: Jonathan P. Rak, Esq.~~

~~Or such persons or places as LCSA may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.~~

~~IN WITNESS WHEREOF, this Agreement has been signed by Fairfax and LCSA.~~

~~COUNTY OF FAIRFAX, VIRGINIA~~

~~By:~~ _____

~~Name:~~
~~Title:~~

~~COMMONWEALTH OF VIRGINIA~~
~~COUNTY OF FAIRFAX, to-wit:~~

~~I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that~~ _____~~, whose name as~~ _____ ~~of Fairfax County is signed to the foregoing Agreement, personally acknowledged the same before me in my aforesaid jurisdiction.~~

~~GIVEN under my hand and seal this~~ _____ ~~day of~~ _____~~, 2008.~~

_____

~~Notary Public~~

~~My commission expires:~~ _____

~~LCSA~~

~~By:~~ _____

~~Name:~~ ~~Dale C. Hammes, P.E.~~
~~Title:~~ ~~General Manager~~

~~COMMONWEALTH OF VIRGINIA~~
~~COUNTY OF LOUDOUN, to-wit:~~

~~I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that~~ _____~~, whose name as~~ _____ ~~of Loudoun County Sanitation Authority is signed to the foregoing Agreement, personally acknowledged the same before me in my aforesaid jurisdiction.~~

~~GIVEN under my hand and seal this~~ _____ ~~day of~~ _____~~, 2008.~~

_____

~~Notary Public~~

~~My commission expires:~~ _____

~~Map Depicting Conveyance, Pumping, and Treatment System Components~~

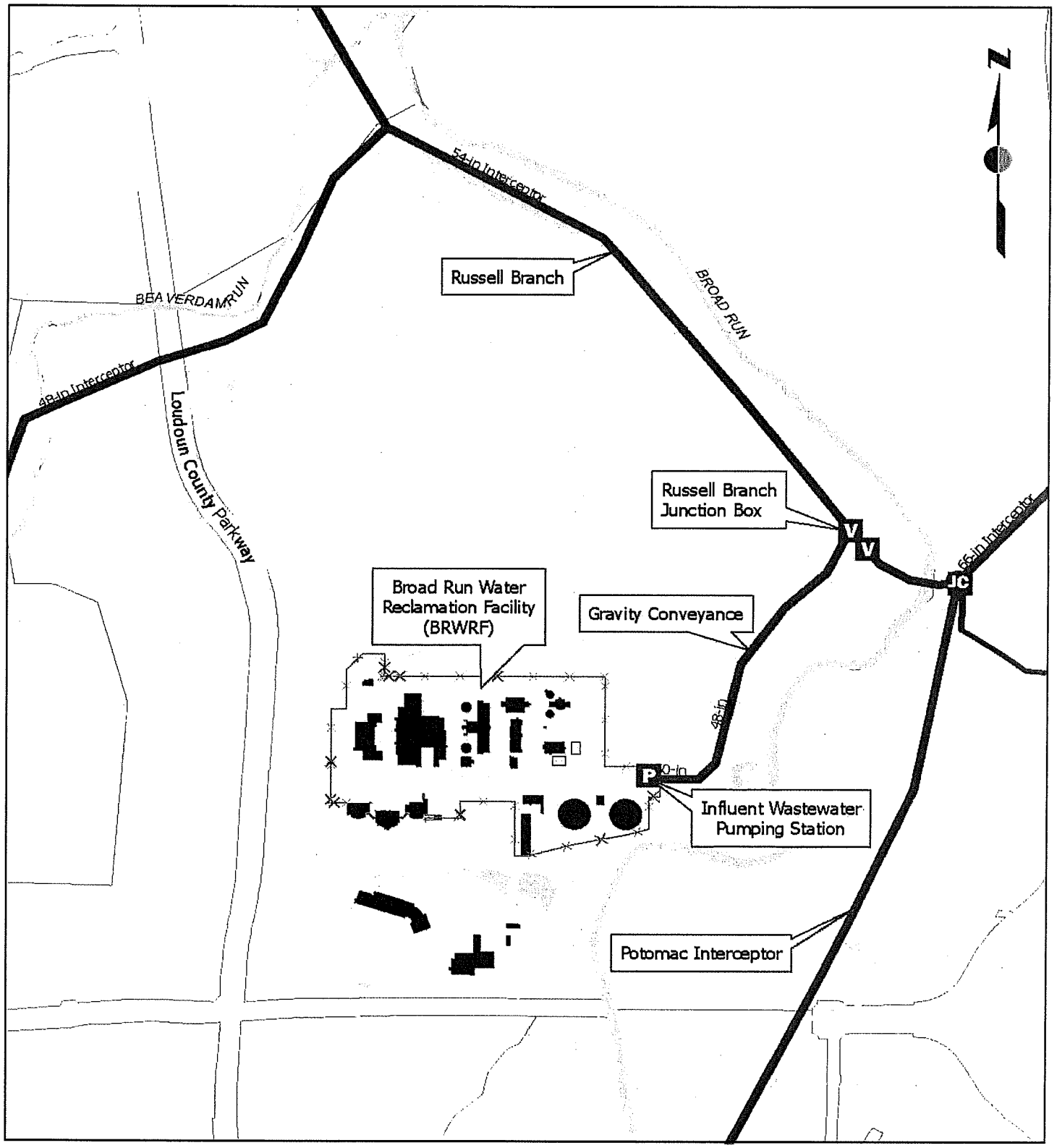
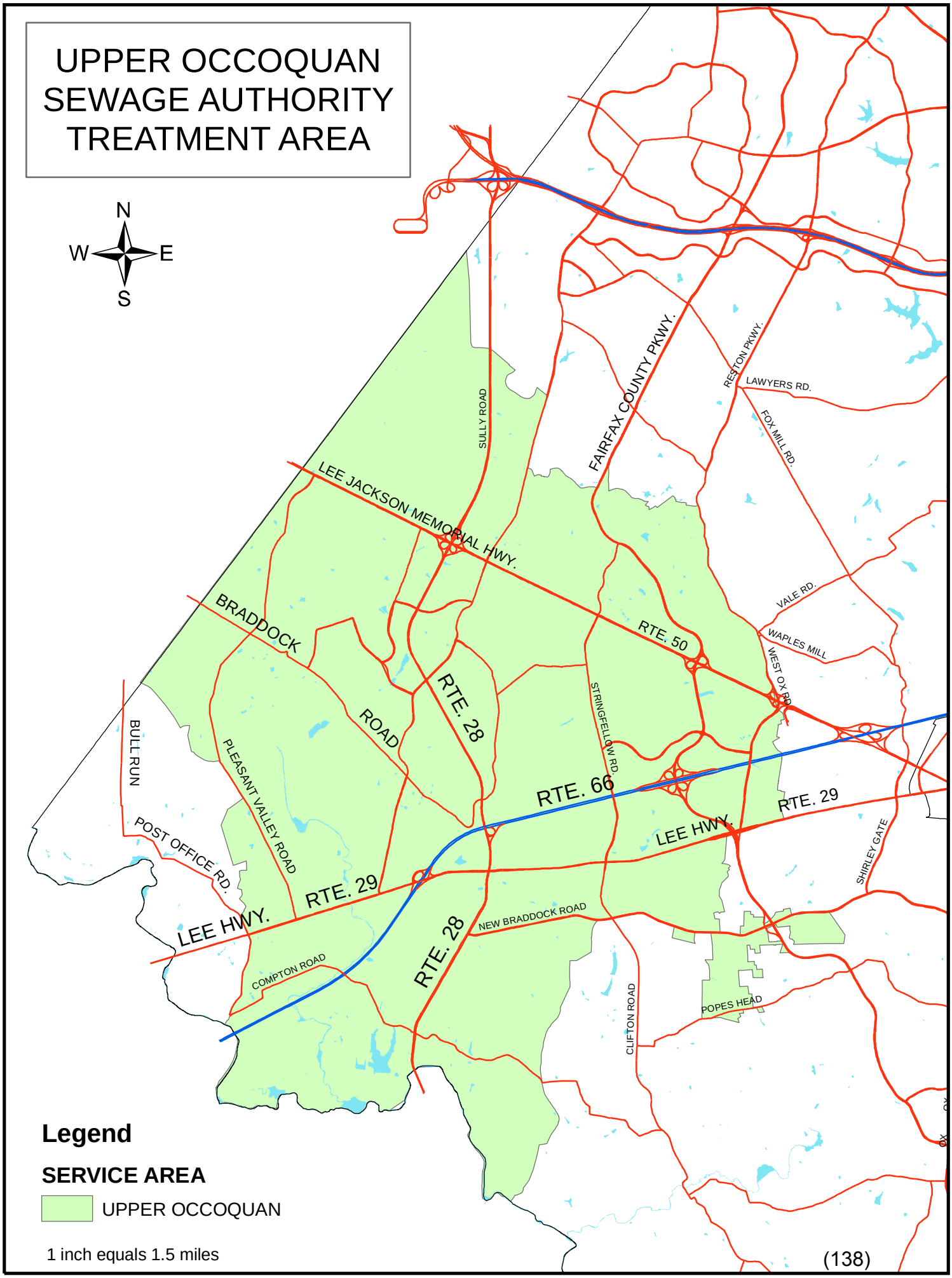


Exhibit A

LOUDOUN WATER

UPPER OCCOQUAN SEWAGE AUTHORITY TREATMENT AREA



Board Agenda Item
December 7, 2010

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing for Fairfax County's Purchase of One Million Gallon Per Day of Capacity at Loudoun Water's Broad Run Water Reclamation Facility

ISSUE:
Authorization to advertise a public hearing for Fairfax County's purchase of one million gallon per day (MGD) of capacity at Loudoun Water's Broad Run Water Reclamation Facility (BRWRF) to meet Fairfax County's growing need for additional wastewater conveyance and treatment capacity in the northern portion of the County.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing to be held on January 25, 2011, at 4:00 p.m., for the execution of a purchase agreement for one MGD of capacity at Loudoun Water's BRWRF substantially in the form of the Draft Agreement in Attachment 2.

TIMING:
Staff recommends Board's authorization on December 7, 2010, to advertise the public hearing so sufficient time is provided prior to the public hearing at the Board's meeting on January 25, 2011, at 4:00 p.m., on the purchase of wastewater treatment capacity at BRWRF.

BACKGROUND:
Loudoun County Sanitation Authority, doing business as Loudoun Water, recently completed the construction of the BRWRF to meet its growing wastewater treatment needs. During the planning and design stages of BRWRF, Fairfax County requested that provisions be made to accommodate up to 6 MGD of Fairfax's future needs for wastewater treatment in the northern portion of the County. The Broad Run facility was designed and constructed for a capacity of 11 MGD, with provisions to expand to 22 MGD.

Fairfax County's growing need for additional treatment capacity to serve the northern portion of the County, which includes the redevelopment of Tysons Corner area, has created a need for additional treatment and conveyance capacity. The County's flow projection for the 2040 build-out condition in the northern portion of the County is 46 MGD. This portion of the County is primarily served by the District of Columbia Water

and Sewer Authority's Blue Plains treatment plant. Provisions have been made to transfer some of the future flows from this portion of the County to the County's Noman Cole treatment plant. Also, discussions are underway to purchase additional capacity at the Blue Plains treatment plant. It is recommended that the County purchase 1 MGD of capacity at Broad Run facility and re-evaluate the need for additional capacity at this facility pending the discussions on additional capacity purchase at the Blue Plains treatment plant.

The County's capacity allocation at Blue Plains is currently 31 MGD. The County's rolling 12-month average flow is 29.5 MGD. It is anticipated that the County will reach or exceed its capacity allocation at Blue Plains within the next 5 years, depending on the rate of development /redevelopment. This projected growth necessitates the acquisition of additional treatment capacity.

A public hearing is required in order to execute the capacity sales agreement between Fairfax County and Loudoun Water (Attachment 2). Staff recommends the Board's authorization to advertise this public hearing to be held on December 7, 2010, at which time staff will request that the Board authorize the Chairman to execute the capacity sales agreement substantially in the form of the Draft Agreement in Attachment 2.

FISCAL IMPACT:
The County will pay approximately $20.9 million to $21.0 million, pending accrual of interest, to Loudoun Water. Funding for the purchase of this capacity has been included in the Sewer Fund's financial planning efforts and is budgeted for FY 2011.

Under a separate Board Item, the County Executive will be recommending the sale of 2 MGD of Fairfax County's unused capacity at the Upper Occoquan Sewage Authority's Treatment Plant to Prince William County. A portion of the proceeds from the sale of capacity at UOSA can be used towards the purchase of capacity at BRWRF.

ENCLOSED DOCUMENTS:
Attachment 1: Notice for Public Hearing Advertisement
Attachment 2: Form of Broad Run Water Reclamation Facility Capacity Agreement between the Board of Supervisors of Fairfax County and the Loudoun County Sanitation Authority

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randy W. Bartlett, Deputy Director, DPWES

Attachment 1

FAIRFAX COUNTY NOTICE OF PUBLIC HEARING
ON FAIRFAX COUNTY'S PURCHASE OF ONE MILLION GALLON PER DAY OF CAPACITY AT LOUDOUN WATER'S BROAD RUN WATER RECLAMATION FACILITY

NOTICE is hereby given that the Board of Supervisors of the Fairfax County will hold a **PUBLIC HEARING** on:

January 25, 2011
at 4:00 p.m.

in the Board Auditorium of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on the matter of Fairfax County's purchase of one million gallon per day (MGD) of wastewater conveyance and treatment capacity at Loudoun Water's Broad Run Water Reclamation Facility.

All persons wishing to present their views on these subjects may call the Office of the Clerk to the Board at 703.324.3151 to be placed on the Speakers List, or may appear and be heard. As required by law, a copy of the complete text of the proposed Broad Run Water Reclamation Facility Capacity Agreement is on file and may be examined at the Office of the Clerk to the Board of Supervisors, Suite 533 of the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, Virginia.

Fairfax County supports the American with Disabilities Act by making reasonable accommodations for persons with disabilities. For sign language interpreters or other accommodations, please call the Clerk's Office at 703.324.3151, TTY: 703.324.3903 at least five days in advance of the public hearing. Assistive listening devices are available at the meeting.

GIVEN under my hand this 7th day of December, 2010.

Patti M. Hicks
Deputy Clerk to the Board

BROAD RUN WATER RECLAMATION FACILITY CAPACITY AGREEMENT

October 25, 2010 Draft

THIS AGREEMENT is made this 7th day of December, 2010, by and between the COUNTY OF FAIRFAX, VIRGINIA ("Fairfax"); and the LOUDOUN COUNTY SANITATION AUTHORITY, doing business as Loudoun Water, a body politic and corporate ("LCSA").

RECITALS

R-1. LCSA is responsible to provide public water and sewer service to service areas in Loudoun County, Virginia, under the provisions of the Virginia Water and Waste Authorities Act (the "Act") and as provided in its Charter and its Rates, Rules and Regulations as may be in effect from time-to-time.

R-2. The Broad Run Water Reclamation Facility ("BRWRF") is owned by LCSA to treat wastewater in LCSA's service areas and other areas outside Loudoun County as provided for in the Act and the Loudoun County Sanitation Authority Charter. The BRWRF was substantially completed and put in operation May 2, 2008, and meets treatment standards and pollutant limits as are defined in its current Virginia Pollution Discharge Elimination Standards ("VPDES") discharge permit.

R-3 LCSA delivers sewage flows from portions of the LCSA sewer system to the Potomac Interceptor Sewer (the "PI") owned and operated by the District of Columbia Water and Sewer Authority ("DCWASA") for transmission to the Blue Plains Advanced Wastewater Treatment Plant (the "Blue Plains"); collectively the "PI/Blue Plains System", pursuant to the

1998 Amendment to Agreement No. DCF-A-2351 between LCSA, the Mayor of the District of Columbia (the "District") and DCWASA, dated November 4, 1998.

R-4 LCSA's assured annual average wastewater treatment capacity in the PI/Blue Plains System is 13.8 million gallons per day ("mgd") with a corresponding peak wastewater transmission and treatment capacity of 31.9 mgd at the metered point of connection to the PI/Blue Plains System (the LCSA PI/Blue Plains Capacity).

R-5 As the volume of wastewater from LCSA's service area approaches LCSA's assured annual capacity in the PI/Blue Plains System, or as LCSA chooses, LCSA will offload a portion of its wastewater by diverting it to the BRWRF.

R-6. Fairfax is the public body responsible for providing public sewer service within Fairfax County, Virginia, by means of the Fairfax County Integrated Sewer System (the "Fairfax Sewer System").

R-7. Fairfax delivers sewage flows from portions of the Fairfax Sewer System to the PI/Blue Plains System pursuant to the following Agreement with DCWASA: "Blue Plains Intermunicipal Agreement of 1985 between District of Columbia, Fairfax County, Virginia, Montgomery County, Maryland, Prince George's County, Maryland, Washington Suburban Sanitary Commission developed by Blue Plains Chief Administrative Officers Committee, Blue Plains Regional Committee, Blue Plains Technical Committee with assistance from Metropolitan Washington Council of Governments, September 1985" (Intermunicipal Agreement).

R-8 Under the Intermunicipal Agreement Fairfax's annual average wastewater treatment capacity in the PI/Blue Plains System is 31.0 mgd with a corresponding peak wastewater transmission and treatment capacity of 81.1 mgd (the "Fairfax PI/Blue Plains Capacity").

R-9 Fairfax and LCSA agree that the purpose of this Agreement is that LCSA will retain its LCSA PI/Blue Plains Capacity but will allow Fairfax to use a portion of the LCSA PI/Blue Plains Capacity by purchasing capacity rights at the BRWRF all as provided herein.

R-10. Fairfax hereby seeks to purchase from LCSA capacity rights to an annual average wastewater transmission and treatment capacity of 1.0 mgd and a corresponding peak wastewater transmission and treatment capacity of 2.5 mgd at the BRWRF (the "Fairfax Capacity at BRWRF)". The Fairfax Capacity at BRWRF will be provided by LCSA to serve any portion of the Fairfax Service Area lying within Fairfax County's Blue Plains Service Area.

R-11. Since both Fairfax and LCSA convey a portion of their respective wastewater flows to the PI/Blue Plains System and share the Potomac Interceptor, and because of the cost and complexity involved in transporting wastewater from the Fairfax Sewer System directly to the BRWRF, Fairfax and LCSA agree that LCSA will offload (or divert) from the PI/Blue Plains System and treat up to 1.0 mgd of additional LCSA wastewater at the BRWRF which will result in reducing its corresponding flow in the PI/Blue Plains System by up to 1.0 mgd average flow with a corresponding peak wastewater transmission and treatment capacity of 2.5 mgd. In exchange, Fairfax will increase its flow to the PI/Blue Plains System by the same amount. The volume of the exchange in capacity (anywhere from 0.0 mgd to 1.0 mgd) will be elected annually by Fairfax all as provided hereafter.

AGREEMENT

1. LCSA to Offload and Treat. LCSA has constructed a conveyance system from the Russell Branch Interceptor to the influent wastewater pumping station at the BRWRF. This, and other future conveyance systems, will permit LCSA to offload LCSA wastewater from the PI/Blue Plains System to the BRWRF. A portion of LCSA wastewater, up to the Fairfax

Capacity at BRWRF will be selected annually by Fairfax to be redirected from the PI/Blue Plains System and conveyed and treated at BRWRF (the Assigned Fairfax Flow). This will represent the portion of LCSA PI/Blue Plains Capacity that Fairfax may use to send additional flow to the PI/Blue Plains System. Accordingly, Fairfax may use the Assigned Fairfax Flow in order to convey an Annual Average Transmission and Treatment Capacity up to 32.0 mgd and a corresponding peak wastewater transmission and treatment capacity up to 83.6 mgd to the PI/Blue Plains System all upon the terms and conditions all as provided hereafter. The parties agree that LCSA will treat the Assigned Fairfax Flow at the BRWRF. LCSA wastewater will continue to be delivered and treated in the PI/Blue Plains System up to the LCSA PI/Blue Plains Capacity less the Assigned Fairfax Flow. Flow reports submitted to DCWASA by LCSA and Fairfax will be modified to reflect this adjustment of the flows. Sample calculations are:

	Adjusted Capacities			
Assigned Fairfax Flow	LCSA		Fairfax	
	Average	Peak	Average	Peak
0.00 mgd	13.8 mgd and	31.9 mgd	31.0 mgd and	81.1 mgd
0.60 mgd	13.2 mgd and	30.4 mgd	31.6 mgd and	82.6 mgd
1.0 mgd	12.8 mgd and	29.4 mgd	32.0 mgd and	83.6 mgd

Note: LCSA and Fairfax Adjusted Capacities shown refer to the annual average and peak wastewater transmission and treatment capacity respectively.

2. Fairfax Capacity at BRWRF and Assigned Fairfax Flow. The BRWRF is currently in service and LCSA acknowledges that it has sufficient capacity in the BRWRF to accommodate the Fairfax Capacity at BRWRF. The Fairfax Capacity at BRWRF may not change without formal amendment to this Agreement. At its sole discretion, Fairfax may elect annually to designate the Assigned Fairfax Flow to be treated at the BRWRF as described in Paragraph 1 up to the purchased Fairfax Capacity at BRWRF. Fairfax may decrease the Assigned Fairfax Flow by no more than 30% annually. A change in the Assigned Fairfax Flow shall be identified in writing no later than May 31 for the following immediate fiscal year utilized by Fairfax (July 1 to June 30) (the Fairfax Fiscal Year).

3. Capacity and Treatment Costs LCSA agrees to deliver the Assigned Fairfax Flow to the BRWRF and Fairfax agrees to pay LCSA capital costs for the Fairfax Capacity at BRWRF and annual operating costs for the conveyance, pumping, and treatment of the Assigned Fairfax Flow all as provided hereafter.

a. Capital Costs. Fairfax shall pay LCSA for the purchase of the Fairfax Capacity at BRWRF of 1.0 mgd and corresponding peak wastewater transmission and treatment capacity of 2.5 mgd in the BRWRF conveyance, pumping and treatment system. Capital costs include the cost of the Junction Box at Russell Branch, Gravity Conveyance, Influent Wastewater Pumping Station, and the BRWRF; all as shown in Exhibit A. These facilities were constructed in five contracts, Contracts 1 to 5, and each agreement is described below:

- Contract 1, dated May 28, 2004, for "Master Site and Liquids Treatment Facilities";

- Contract 2 and 3, dated June 8, 2004, for "Biological Treatment and Membrane Facility" and the "Solids Treatment Facility";
- Contract 4, dated January 3, 2005, for "Operations Complex", and;
- Contract 5, dated April 5, 2005, for "Broad Run Influent Sewage PS".

Capital costs will be shared such that the unit cost of conveyance, pumping and treatment capacity provided will be the same for both Fairfax and LCSA. The calculation is:

Total Capacity of BRWRF	(1) 11,000,000 gallons
Total Capital Cost	(2) $ 230,365,234
Total Unit Cost per Gallon	(3) $ 20,942,294
Purchased Fairfax Capacity at BRWRF	(4) 1,000,000 gallons
Total Capital Cost of Capacity for Fairfax	(5) $ 20,942,294 = $(3) x (4)

Total Capital Cost for this construction program includes the following components: (1) as of October 1, 2010 total construction costs paid by LCSA for BRWRF Contracts 1 to 5, inclusive for the construction of the initial 11.0 mgd capacity under the Virginia Department of Environmental Quality's Certificate to Operate, minus any grants received by LCSA from third parties, including but not limited to, the Commonwealth of Virginia under the Water Quality Improvement Fund; (2) total consulting costs for design engineering (including preliminary design, in-stream monitoring, and pilot program), surveying, construction administration and related services; (3) legal fees; (4) LCSA staff costs specifically charged to Contracts 1 to 5, inclusive; (5) interest expense; and (6) land costs, miscellaneous equipment, support systems, and furniture purchased by LCSA to fully equip the BRWRF to treat the permitted flow of 11.0 mgd.

Fairfax shall pay the sum of $20,942,294, which represents full compensation to LCSA for the capital costs associated with 1 mgd of capacity at the Broad Run WRF and corresponding peak wastewater treatment capacity of 2.5 mgd in the Broad Run WRF conveyance, pumping and treatment system. Fairfax will reimburse LCSA a minimum of 60 percent of the Fairfax portion of the Total Capital Cost within 45 days of submission of an invoice to Fairfax for these costs.

If full compensation is not initially made, the remainder of the Fairfax Total Capital Cost will be reimbursed to LCSA by June 30, 2012. Interest expense on the remainder of the Fairfax Total Capital Cost will accrue at the rate equal to the then current average earning yield on LCSA's investment portfolio. Notwithstanding the above stated intent regarding payment, future obligations of Fairfax under this Paragraph 3(a) and the other provisions of this Agreement are subject to annual appropriation of funds by the Board of Supervisors of Fairfax County, Virginia.

b. Operating Cost. Fairfax agrees to pay LCSA the proportionate cost for the Assigned Fairfax Flow treated hereunder at the wholesale rate to be determined annually at the conclusion of the previous Fairfax Fiscal Year by LCSA in accordance with the LCSA Rates, Rules and Regulations, and the Act. Such wholesale rates shall include actual costs incurred by LCSA for the treatment of the Assigned Fairfax Flow in order to meet the VPDES permit, together with the proportionate operation and maintenance costs of that portion of the conveyance and pumping components associated with the Assigned Fairfax Flow, where applicable, including normal and customary repair and upgrade of that system, rights-of-way and access roads associated with each facility which handles, pumps, or treats the Assigned Fairfax Flow. Operation and

maintenance costs include parts and materials, labor and benefits of LCSA employees and shall include the proportionate share of consultant's or contractor's fees to direct or perform the functions here described to administer the applicable regulations, and to provide the operating services called for under this Agreement, including their costs of overhead. Operation and maintenance costs shall be reconciled by LCSA annually.

c. Billing, Payment. LCSA shall bill and Fairfax promptly shall pay for the Assigned Fairfax Flow quarterly based on the operations and maintenance cost per mgd from the immediate prior fiscal year. At the conclusion of the Fairfax Fiscal Year, LCSA will compare the four quarterly payments made by Fairfax for the Fairfax Fiscal Year with the actual costs for that year. Thereafter, Fairfax will be charged, or reimbursed, for the differential cost. Fairfax's proportion of BRWRF operation and maintenance costs shall be its annualized Assigned Fairfax Flow divided by total LCSA wastewater treated by the BRWRF for the Fairfax Fiscal Year.

4. Conveyance, Pumping and Treatment System Upgrades. Fairfax will be financially responsible for its proportionate share of the conveyance, pumping and treatment system upgrades that are considered over and above normal and customary operation and maintenance repairs and equipment replacements that are financed through user fees. LCSA will notify Fairfax of such upgrades and their estimated costs at the final planning stages and prior to construction of the upgrades so Fairfax can plan for its share of the costs of these upgrades. Fairfax will reimburse LCSA on a cash basis for upgrades within 90 days of substantial completion of the upgrade. Should LCSA finance the upgrade over a multiple-year period, LCSA will afford Fairfax the choice of participating in said financing, paying a one-time

payment, or using its own financing in a payment schedule mutually acceptable to LCSA and Fairfax.

5. Capital, Operation and Maintenance Responsibilities for the PI/Blue Plains System.

a. Both Fairfax and LCSA will continue to be responsible to DCWASA for all of their proportionate costs, including capital, operation, maintenance, etc., as outlined in their respective agreements with DCWASA. The Fairfax Capacity at BRWRF and Assigned Fairfax Flow will not have any impact on financial responsibilities of LCSA and Fairfax to DCWASA.

b. Under the Assigned Fairfax Flow provisions identified in this Agreement, Fairfax will reduce its actual flow by the Assigned Fairfax Flow quantities in its regular reporting to DCWASA, and LCSA will increase its reported actual flow to DCWASA by the Assigned Fairfax Flow.

c. LCSA agrees to cooperate with Fairfax to cause DCWASA to formally acknowledge this arrangement and consent to the reduction in LCSA flow which results for the benefit of Fairfax. The parties acknowledge, however, that the burden of DCWASA's acknowledgement and consent to this Agreement rests solely upon Fairfax. LCSA agrees to cooperate with DCWASA and Fairfax and to coordinate to achieve flow reporting credit to Fairfax. LCSA will then credit flows actually offloaded and treated on behalf of Fairfax in its quarterly reporting to DCWASA as noted in paragraph 5b above.

6. Capacity Allocation, Limits. If LCSA has additional capacity available at BRWRF over and above the 1.0 mgd provided to Fairfax in this Agreement, Fairfax shall have the right of first refusal to acquire said additional capacity on terms as may be agreed. LCSA

shall advise in writing to Fairfax upon request by any entity as to the availability of additional transmission and treatment capacity.

7. Pretreatment. Fairfax and LCSA currently have pretreatment agreements with DCWASA. These agreements will not need to be revised since the same quality of wastewater will continue to flow to the PI/Blue Plains System. Since under the Assigned Fairfax Flow provisions identified in the Agreement, there will be no Fairfax wastewater directly going to the BRWRF, there is no need for a pretreatment agreement between Fairfax and LCSA for the purposes of this Agreement. If Fairfax determines that it will actually transfer Fairfax flow to the LCSA sewer system for treatment at BRWRF, Fairfax and LCSA will develop an appropriate pretreatment program agreement.

8. Amendments. This agreement may be amended or terminated at any time by mutual agreement of the parties hereto and subject to any required accounting and/or reimbursement of accounts that may be due at such time.

9. Effective Date. This agreement shall be effective as of the date the last necessary party signs it.

10. Fairfax Covenant. Fairfax covenants that it will not do anything regarding or relating to this agreement which would cause LCSA to be in violation of its VPDES Permit, or which would be a violation or cause LCSA to be in violation of any applicable laws, ordinances or regulations currently including the Dulles Area Watershed Regulation, the Regulation for Nutrient Enriched Waters and Dischargers within the Chesapeake Bay Watershed, the Virginia Water Quality Management Planning Regulation, or any applicable permits or any agreement with or for the benefit of LCSA's bond holders.

11. LCSA Covenant. LCSA Covenants that it will not do anything regarding or relating to this agreement which would cause Fairfax to exceed its Fairfax PI/Blue Plains capacity (as adjusted by this Agreement) as a result of LCSA's exceedance of its LCSA PI/Blue Plains Capacity less the Assigned Fairfax Flow in the PI/Blue Plains System. In the event it is determined that Fairfax is in violation of its new capacities due to LCSA's flow capacity exceedances, LCSA agrees to take corrective actions to immediately bring Fairfax into compliance with its flow capacities. In addition, LCSA agrees to be responsible for any charges, penalties, etc, including but not limited to financial penalties as a result of such violation by Fairfax.

12. No Third Parties. No parties other than the parties executing this agreement are to be regarded as beneficiaries and none other shall have any rights or benefits under this agreement.

13. Miscellaneous Provisions:

a. No Partnership. It is not the purpose or intention of this Agreement to create, and this Agreement shall not be construed as creating, a joint venture, partnership, or other relationship whereby either party hereto would be liable for the omissions, commissions, or performance of the other party hereto.

b. Waiver. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

c. Entire Agreement; Amendment. This Agreement, including the recitals, which are incorporated by this reference, contains the entire agreement between the parties hereto with respect to the subject of this Agreement. No change or modification of this agreement shall be valid unless the same is an amendment, in writing, signed by both parties hereto.

d. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

e. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

f. Further Assurances. The parties hereto shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this agreement as may be reasonably requested by either party hereto.

g. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

h. Counterparts. This agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

i. Assignment. The parties hereto may not assign its rights under this Agreement to any person, entity, or other governmental or quasi-governmental body without the prior written consent of the parties, which may withhold their consent for any reason at their sole discretion.

j. Notice. All notices or requests shall be in writing and shall be given by hand delivery or certified mail, return receipt requested, postage prepaid, addressed as follows:

(1) If to Fairfax to:

Department of Public Works and Environmental Services
12055 Government Center Parkway, Suite 659
Fairfax, Virginia 22035
ATTN: Director

With a copy to:

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

Or such persons and places as Fairfax may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.

(2) If to LCSA:

LCSA
Post Office Box 4000
44865 Loudoun Water Way
Ashburn, Virginia 20146
ATTN: General Manager

With a copy to:

McGuireWoods, LLP
1750 Tysons Boulevard, Suite 1800
McLean, VA 22102-4215
ATTN: Jonathan P. Rak, Esq.

Or such persons or places as LCSA may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.

IN WITNESS WHEREOF, this Agreement has been signed by Fairfax and LCSA.

COUNTY OF FAIRFAX, VIRGINIA

By:_____
Name:
Title:

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name as _____ of Fairfax County is signed to the foregoing Agreement, personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2008.

_____
Notary Public

My commission expires: _____

LCSA

By:_____
Name: Dale C. Hammes, P.E.
Title: General Manager

COMMONWEALTH OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, whose name as _____ of Loudoun County Sanitation Authority is signed to the foregoing Agreement, personally acknowledged the same before me in my aforesaid jurisdiction.

GIVEN under my hand and seal this _____ day of _____, 2008.

_____
Notary Public

My commission expires: _____

Map Depicting Conveyance, Pumping, and Treatment System Components

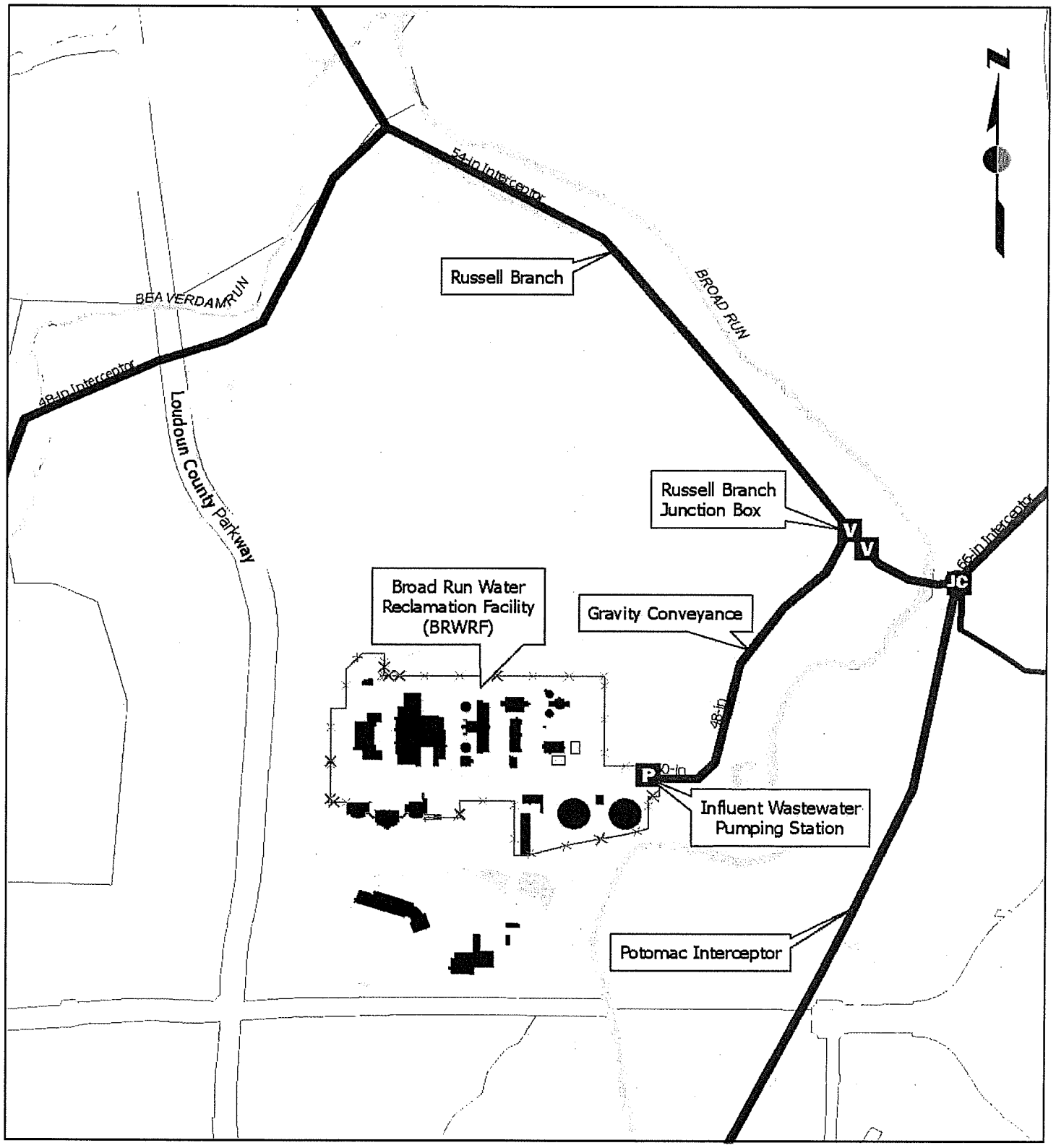


Exhibit A

LOUDOUN WATER

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Board Agenda Item
December 7, 2010

ADMINISTRATIVE – 9

Extension of Review Periods for 2232 Review Applications (Hunter Mill, Lee, Mason, Providence, Springfield and Sully Districts)

ISSUE:
Extension of the review periods for specific 2232 Review applications to ensure compliance with the review requirements of *Section* 15.2-2232 of the *Code of Virginia*.

RECOMMENDATION:
The County Executive recommends that the Board extend the review periods for the following applications: application FSA-M97-26-1 to February 6, 2011; application FS-S10-56 to February 13, 2011; application FS-M10-49 to February 16, 2011; application FS-Y10-58 to February 20, 2011; applications 2232-MD10-14 and FSA-M09-51-1 to February 24, 2011; application FS-S10-48 to February 26, 2011; applications 2232-S10-19 and 2232-S10-20 to February 28, 2011; application FS-L10-60 to March 4, 2011; applications FS-H10-62 and FS-S10-61 to March 5, 2011; and applications 2232-M07-12 and FS-D09-208 to June 7, 2011.

TIMING:
Board action is required on December 7, 2010, to extend the review periods of the applications noted above before their expirations.

BACKGROUND:
Subsection B of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act within sixty days of a submission, unless the time is extended by the governing body, shall be deemed approval." Subsection F of *Section* 15.2-2232 of the *Code of Virginia* states: "Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within ninety days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than sixty additional days."

The Board should extend the review period for applications 2232-M07-12 and FS-D09-208 which were accepted for review by the Department of Planning and Zoning (DPZ)

on June 11, 2007 and April 9, 2010 correspondingly. These applications are for a public facility, and thus are not subject to the State Code provision for extending the review period by no more than sixty additional days.

The Board also should extend the review periods for applications 2232-MD10-14, 2232-S10-19, 2232-S10-20, FS-S10-56, FS-M10-49, FS-Y10-58, FS-S10-48, FS-L10-60, FS-H10-62, FS-S10-61, FSA-M97-26-1, and FSA-M09-51-1, which were accepted for review by the DPZ between September 9, 2010 and October 6, 2010. These applications are for telecommunications facilities, and thus are subject to the State Code provision that the Board may extend the time required for the Planning Commission to act on these applications by no more than sixty additional days.

The review periods for the following applications should be extended:

2232-M07-12	Columbia Crossroads LP East County Human Services Center (PPEA proposal) 5837 Columbia Pike Mason District
2232-MD10-14	NewPath Networks, New Cingular Wireless PCS LLC Distributed Antenna System Vale, Fox Mill, and Miller Heights Road Multiple Districts: Sully and Providence
2232-S10-19	T-Mobile Northeast LLC 104-foot monopole 7000 Cottontail Court Springfield District
2232-S10-20	T-Mobile Northeast LLC 110-foot monopole 8600 Bridle Wood Court Springfield District
FS-D09-208	District of Columbia Water and Sewer Authority Odor control building North of River Park Drive Dranesville District
FS-S10-48	Clearwire US LLC Antenna collocation on existing tower 13069 Autumn Willow Drive Springfield District

FS-M10-49	Clearwire US LLC Antenna collocation on existing monopole 3101 Hodge Place (Jefferson Fire Station) Mason District
FS-S10-56	Fibertower Antenna collocation on existing tower 4618 West Ox Road Springfield District
FS-Y10-58	Clearwire US LLC Rooftop antennas 14280 Park Meadow Drive Sully District
FS-L10-60	New Cingular Wireless PCS LLC Rooftop antennas 5176 South Van Dorn Street Lee District
FS-S10-61	Clearwire US LLC Rooftop antennas 12777 Fair Lakes Circle Springfield District
FS-H10-62	Clearwire US LLC Rooftop antennas 2100 Reston Parkway Hunter Mill District
FSA-M97-26-1	Fairfax County Department of Information and Technology Additional equipment shelter 6801 Industrial Road Mason District
FSA-M09-51-1	Clearwire US LLC Additional rooftop antennas 6200 Wilson Boulevard Mason District

The need for the full time of these extensions may not be necessary, and is not intended to set a date for final action.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Acting Director, Department of Planning and Zoning (DPZ)
David B. Marshall, Planning Division, DPZ
Sandi M. Beaulieu, Planning Division, DPZ

Board Agenda Item
December 7, 2010

ACTION - 1

Adjustment to Qualifying Upper Threshold Requirements for the Traffic Calming Program

ISSUE:
Board of Supervisors' concurrence is requested to adjust the qualifying upper threshold for the Fairfax County Traffic Calming Program from its current level of 4,000 vehicles per day (vpd) to 6,000 vpd. The Virginia Department of Transportation (VDOT) has requested Board concurrence with this proposed change to VDOT's traffic calming policy specific to implementation in Fairfax County.

RECOMMENDATION:
The County Executive recommends that the Board approve adjustment of the qualifying upper threshold for the Fairfax County Traffic Calming Program from 4,000 vpd to 6,000 vpd.

TIMING:
Board of Supervisors' authorization is requested on December 7, 2010.

BACKGROUND:
In 2001 VDOT implemented the Traffic Calming Guide for Local Residential Streets to provide communities with a traffic management tool to deal specifically with speeding concerns. At that time the upper qualifying threshold was set at 4,000 vpd. Currently candidate roads for traffic calming that exceed the upper threshold of 4,000 vpd are placed in the Residential Traffic Administration Program (RTAP) Cut-Through Traffic Program.

A review of the RTAP Cut-Through Traffic Program indicates that those projects receiving remediation devices were consistent with measures installed through the Traffic Calming Program. This results in communities that have requested help from Fairfax County on a road with traffic issues that have a daily vehicular total of four thousand trips a day or higher having to go through a more difficult and time consuming process and end up with the same remediation as communities with a road that has a daily vehicular total of less than four thousand trips a day. A result of a road being placed in the more arduous process of the Cut-Through Program can lead to a community missing its opportunity to receive any traffic remediation if the community is

unable to complete all procedures required by the Cut-Through Program even after the candidate road has displayed a speeding issue.

By making this change, roads with vehicular daily volumes between 4,000 and 6,000 will not need to go through a petition process and will not need a cut through traffic study to be completed. Also this will eliminate the need for a Resolution to VDOT and a Public Hearing. By keeping a road in the requested Traffic Calming Program and not encountering the additional steps associated with the Cut-Through Traffic Program, the community will be less burdened and County staff will be able to fulfill the community requests in a more expeditious manner.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
None.

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Board Agenda Item
December 7, 2010

ACTION – 2

Adoption of the Pohick Creek Watershed Management Plan (Braddock, Mount Vernon, and Springfield Districts) and the Adoption of the Sugarland Run/Horsepen Creek Watershed Management Plan (Dranesville, Hunter Mill, and Sully Districts)

ISSUE:

- The adoption of the Pohick Creek Watershed Management Plan
- The adoption of the Sugarland Run/Horsepen Creek Watershed Management Plan

RECOMMENDATION:
The County Executive recommends that the Board adopt the Pohick Creek Watershed Management Plan and the Sugarland Run/Horsepen Creek Watershed Management Plan.

TIMING:
Routine. Board Action is requested on December 7, 2010.

BACKGROUND:
The Board of Supervisor's environmental agenda, *Environmental Excellence for Fairfax County—A 20-Year Vision*, adopted in 2004, identifies the preparation of watershed management plans as a statement of commitment to the stormwater management program. The watershed management planning process has been supported by the Board of Supervisors since its inception in 2003.

The environmental plan provides insight and a vision for the implementation of the watershed management plans. The Pohick Creek Watershed Management Plan and the Sugarland Run/Horsepen Creek Watershed Management Plan are helping to fulfill the vision identified by the Board.

Since the late 1970s, the County has utilized watershed management plans to manage the planning, design, and implementation of stormwater control projects. The initial planning effort projected stormwater program needs until the year 2000.

Only 20 percent of the County's streams are in good to excellent biological health condition based on the stream monitoring conducted between 1999 and 2009. One of the primary objectives of the watershed planning initiative is to improve these conditions. In addition, the watershed plans address Fairfax County's commitment to the Chesapeake Bay Program and the Cool Counties goals.

Starting with the Little Hunting Creek Watershed Management Plan, the County embarked on a watershed planning initiative that assessed watershed needs and proposed improvements for the next 25 years. The Pohick Creek Watershed Management Plan and the Sugarland Run/Horsepen Creek Watershed Management Plan are the eighth and ninth of 13 watershed plans to be completed. The County's watershed planning initiative is a substantial step forward in starting the process of restoring and preserving the County's watersheds.

The County is developing watershed management plans to help achieve the following aims:

1. Regulatory Compliance
   These include County ordinances and policies, Virginia's Chesapeake Bay Initiatives and the federal Clean Water Act. The County has an individual Municipal Separate Storm Sewer System (MS4) Permit under the Virginia Pollutant Discharge Elimination System (VPDES). This permit requires the creation of watershed management plans to facilitate compliance with the Clean Water Act. In addition, by developing these plans, the County is doing its part to fulfill Virginia's commitment to the Chesapeake Bay 2000 Agreement to restore the ecological health of the Chesapeake Bay Watershed.

2. Good Stewardship of the County's Streams
   Fairfax County is developing watershed plans to restore and protect the County's streams by identifying and addressing the specific cause of degradation. Applying a top-down approach (starting at the headwaters and working downstream) will both restore the stream quality by reducing the negative effects of excess stormwater at its source and ensure a sustainable stream environment. Watershed planning will also provide the framework to encourage and sustain community involvement in watershed issues.

3. Update to Watershed Management Plans
   The original environmental baseline and subsequent master plan for flood control and drainage for Pohick Creek and Sugarland Run/Horsepen Creek were completed in 1976 and 1978, respectively. These plans recommended immediate and future projects to address many watershed issues through the year 2000. By updating the plans using newer monitoring data, advanced modeling techniques and promoting innovative technology, the County will have a better understanding of the issues a for stormwater improvement projects for the next 25 years.

4. Chesapeake Bay Restoration

Virginia has signed agreements with other states and federal agencies to work toward restoring the Chesapeake Bay. The *Chesapeake 2000 Agreement* includes the goal of developing watershed plans for two-thirds of the Bay's watersheds by 2010. The County has done its part to meet this goal by developing 13 watershed management plans, which encompass all 30 watersheds for the entire jurisdiction.

However, the intent of the original Chesapeake Bay 2000 agreement has been superseded by the May 12, 2009 Presidential Executive Order (#13508) and the EPA's effort to develop a Total Maximum Daily Load (TMDL) or pollution diet for the Chesapeake Bay and its major tributaries by the end of 2010. The TMDL will provide a regulatory framework and mandate for achieving specific reductions in pollutant loads for nitrogen, phosphorus and sediment. The targeted load reductions are not expected to be available for localities until the state's Phase II Watershed Implementation Plans (WIPs) are developed in the fall of 2011.

Although the County's watershed management plans will establish a series of projects and recommendations to achieve pollutant reductions, the plans were initiated between 2003 and 2007 well before development of the Bay TMDL started and thus is not using the TMDL reduction goals as endpoints. Currently, it appears that the preliminary reduction goals that are being developed as part of the TMDL will be greater than the reductions realized from these watershed plans if all projects in the plans were implemented. However, the plans provide a strong foundation and systematic approach for identifying and addressing sources of pollution in the County's watersheds. This will enable the County to achieve some degree of reductions of these TMDL pollutants in an effective and efficient manner.

Public Involvement

A consistent approach for public involvement was a key component of the planning process in support of the final watershed management plans. Each of these watershed plans was individually supported by two levels of public involvement. The first level consisted of two meetings open to the public: the Introductory and Issues Scoping Forum, where residents were invited to learn about watershed issues and helped to identify areas of concern to their community, and the Draft Plan Forum, where Fairfax County staff presented the draft plan to the public followed by a 30-day comment period. The second level of public involvement was provided by a separate Watershed Advisory Group (WAG) for each plan, which met five to six times over the course of the development process. The WAG was made up of local stakeholders who advised the planning team about

community outreach opportunities, key issues affecting the watersheds and feedback on potential projects. Additionally, internal reviews of the draft plans were conducted by various County agencies (DPZ, FCPA, FDOT, DPWES and others).

Watershed Restoration Strategies

The Pohick Creek Watershed Management Plan and the Sugarland Run/Horsepen Creek Watershed Management Plan offer a range of project options to reduce non-point source pollution and sediment in the streams, improve stream habitat and reduce stormwater runoff peak flows in the primary tributaries. These types of projects include:

- New/Retrofit Stormwater Management Ponds
- Stream Restoration Projects
- Area-Wide Drainage Improvements
- Culvert Retrofits
- New/Retrofit BMP/LID
- Flood Protection/Mitigation
- Outfall Improvements
- Non-Structural Projects/Programs
    - Buffer restoration
    - Education and Outreach
    - Rain Barrels
    - Street sweeping
    - Dump site cleanups

Pohick Creek Watershed and Sugarland Run/Horsepen Creek Watershed Management Plans

The Pohick Creek Watershed Management Plan was prepared by the engineering firm PBS&J. The plan provides for 190 stormwater management and improvement projects (structural and non-structural) within the watershed. The Sugarland Run/Horsepen Creek Watershed Management Plan was prepared by the engineering firm F.X. Browne, Inc. This plan provides for 139 stormwater management and improvement projects (structural and non-structural) within the watershed.

Hydrologic, hydraulic and water quality models were created in order to quantify the benefits of the proposed projects in these plans. Based on these models, the complete implementation of the proposed structural projects would provide the following benefits to these watersheds:

1) Annual reductions in pollutant loads resulting in improved stream water quality: [total suspended sediments (TSS), total nitrogen (TN) and total phosphorus (TP)]

Plan	Reductions (25-year Plan) TSS (ton/yr)	TN (lb/yr)	TP (lb/yr)
Pohick Creek	1,697 (20.6%)	4,077 (3.3%)	1,320 (6.2%)
Sugarland/Horsepen Creek	275 (8.8%)	4,747 (3.3%)	850 (4.2%)

2) Reductions in peak stormwater discharges, resulting in reductions in house, road, and yard flooding and reductions in stream velocities and bank erosion

In addition to these benefits, implementation of this plan would also achieve many secondary, unquantified benefits such as significant habitat improvement, reduction of other types of pollutants not mentioned above, reduced maintenance of certain types of stormwater facilities, implementation of several non-structural programs as mentioned above, and educational opportunities for the residents of Fairfax County.

FISCAL IMPACT:
No direct fiscal impact will result from approval of the Pohick Creek and Sugarland Run/Horsepen Creek Watershed Management Plans. Projects and other recommendations of the plan will be initiated and funded through the annual budget process. The total cost of complete implementation of the Pohick Creek and the Sugarland Run/Horsepen Creek Watershed Management Plans over 25 years is estimated at $93 million and $43 million, respectively. It is anticipated that projects will be primarily funded from Fund 125, Stormwater Management Program, as well as from Pro Rata Share Drainage Construction funds.

ENCLOSED DOCUMENTS:
Attachment 1: Copy of the Pohick Creek Watershed Management Plan Executive Summary (the complete plan is available online at http://www.fairfaxcounty.gov/dpwes/watersheds)
Attachment 2: Copy of the Sugarland Run/Horsepen Creek Watershed Management Plan Executive Summary (the complete plan is available online at http://www.fairfaxcounty.gov/dpwes/watersheds)

STAFF:
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James Patteson, Director, Department of Public Works and Environmental Services (DPWES)
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Executive Summary

The *Pohick Creek Watershed Management Plan* illustrates an approach for improving the water resources, natural habitat and overall health of the watershed. The plan was initiated by Fairfax County with participation from local residents and is part of the comprehensive, countywide watershed planning effort. The previous watershed plans were developed in the mid-1970s and intended to span a 25-year period. Since then the practice of stormwater/watershed management has rapidly evolved to include newer technologies and innovative techniques. Also within this time period, there have been many regulatory changes governing water quality at the local, state and federal levels. This plan is intended as a management tool to be used over the next 25 years and fulfills Fairfax County's commitment to the multi-jurisdictional effort of improving water quality in the Chesapeake Bay.

The *Pohick Creek Watershed Management Plan* was developed to meet the following countywide watershed planning goals established by the County through intensive stakeholder and resident input:

1. Improve and maintain watershed functions in Fairfax County, including water quality, habitat and hydrology.
2. Protect human health, safety and property by reducing stormwater impacts.
3. Involve stakeholders in the protection, maintenance and restoration of County watersheds.

Background

The Pohick Creek watershed makes up more than 9 percent of Fairfax County and covers more than 36 square miles, which makes it one of the largest watersheds in the County. Approximately 3.2 square miles lie outside Fairfax County, either in the city of Fairfax or Fort Belvoir. The watershed is located in the central and southern part of the County. It is oriented northwest to southeast and is a tributary to the Potomac River. The watershed falls 460 feet in elevation from the highest point near the city of Fairfax in the northeast section to sea level at the southeast point (Flood Plain report, 1977).

According to the 2001 National Land Cover dataset, less than 40% of the Pohick Creek watershed is forested, with approximately 25 percent of the watershed serving low-density residential uses. Fairfax County's population is expected to grow more than 37 percent over the next 20 years. The Pohick Creek watershed is considered built-out, and future large-scale development is not anticipated outside of the Laurel Hill redevelopment (formerly District of Columbia Department of Corrections Facility, located in Lorton). A separate stormwater management plan for the Laurel Hill property is concurrently being developed by the County. The *Pohick Creek Watershed Management Plan* is a tool used to respond to the effects of past rapid growth and to proactively respond to the future growth within the watershed.

Watershed Management Areas

Pohick Creek watershed is divided into 10 smaller watershed management areas (WMAs). A WMA is a small area, approximately 4 square miles, which drains to a specific stream or tributary. Each WMA is then divided into smaller subwatersheds, typically 100 to 300 acres. The purpose of these areas is to identify specific projects or opportunities to enhance the overall stream conditions, as well as to serve the basic units for watershed modeling and other

evaluations. Pohick Creek's 10 watershed management areas are Rabbit Branch, Sideburn Branch, Upper South Run, Middle South Run, Lower South Run, Middle Run, Upper, Middle, Lower, and Potomac.

Watershed Planning Process

In general the watershed management planning process consists of the following steps:

1. Review and synthesize previous studies and compile data.
2. Involve public to gain input, provide education and build community support.
3. Evaluate current watershed conditions and project stormwater runoff from present and ultimate development conditions.
4. Develop candidate non-structural and structural watershed improvement projects.
5. Develop preliminary cost estimates, cost/benefit analysis and prioritization of capital projects.
6. Gain adoption of the final watershed management plan by the Board of Supervisors.

Several indicators were identified to detect changes in the watershed. The main categories of indicators are watershed impact indicators, watershed source indicators and programmatic indicators. These indicators were first used to assess the existing conditions and the future conditions without plan implementation in the watershed. Next they were used to identify management needs and problem areas during subwatershed ranking. Finally, the indicators were used to prioritize projects, along with cost and feasibility.

The subwatersheds were ranked by the following procedure:

1. Using the watershed impact overall composite scores to identify subwatersheds that were potential problem areas under existing and future conditions.
2. Applying individual source indicator scores to identify potential sources of impacts in downstream problem areas.
3. Using the programmatic indicator data inventory to identify subwatersheds where management is most needed.
4. Consulting available field data throughout the previous steps to confirm the results.

Summary of Existing Watershed Conditions

Overall the County stream habitats were rated by the 2001 SPS as "fair." Pohick Creek watershed had an average length-weighted total habitat score of 95 out of 200, which is slightly below the county average of 104. Within the Pohick Creek watershed, 0 percent of stream length was categorized as "excellent," 14.63 percent as "good," 53.88 percent as "fair," 28.08 percent as "poor," and 3.41 percent as "very poor." A complete summary of watershed conditions may be found in Appendix A

The County's Chesapeake Bay Preservation Ordinance establishes Resource Protection Areas (RPA) to improve the quality of streams and water draining to local waterways and, ultimately, the Chesapeake Bay. These RPAs include buffers that protect sensitive areas adjacent to or within proximity to streams, rivers and other waterways. More than 75 percent of the streams within Pohick Creek lie within an RPA. Many of the smaller headwater streams have had natural channels replaced by pipes as the watershed developed over the last several decades.

There are six PL-566 lakes in the watershed, constructed for flood control; these are Woodglen, Royal, Braddock, Barton, Huntsman and Mercer Lakes. To meet the standards of the Clean Water Act, the County and Virginia Department of Environmental Quality regularly monitor water quality at various locations throughout the watershed. Results of this monitoring show that streams in the upper watershed can generally be classified as "fair" while those areas lower in the watershed, downstream of the lakes, are impaired by one or more measures of water quality. This degradation of the water quality is due to compounding of the pollutants as the water flows downstream. These lakes receive large amounts of sediment from upstream sources. Also, due to the silted nature of the lakes, their conditions may negatively impact water quality (e.g. E. coli from water fowl). For these reasons, these facilities were identified as areas for further studies to determine possible management opportunities to improve water quality. These studies would investigate the benefits of dredging these lakes, installing sediment forebays, and other practices.

The 2005 Fairfax County Stream Physical Assessment (2005 SPA) found that nearly 75 percent of the stream channels in Pohick Creek watershed show signs of heavy erosion. This erosion has caused, steep banks, bank failures, channel widening and deepening. The channel evolution model (CEM) (Schumm et al. 1984) classifies streams with these characteristics as Stage III for stream morphology. Stage III streams are the most unstable and typically generate the most issues.

Project Selection

Several types of both structural and non-structural projects were selected for this watershed restoration plan. The structural projects include but may not be limited to stream restorations, pipe daylighting, stormwater pond retrofits, outfall improvements, swale restorations, bioswales, bioretention areas, BMP inlet inserts and pervious pavement. The non-structural projects include but may not be limited to rain barrels/cisterns, street sweeping, obstruction/dumpsite removal and buffer restorations.

Projects were proposed throughout the watershed that would help meet the County's goals and objectives. Projects to improve watershed functions were proposed in subwatersheds with the worst indicator scores. Additional projects were proposed throughout the watershed that would increase stewardship and maintain important watershed functions. Projects were selected by comparing the lowest scoring impact indicators to the types of proposed projects to ensure projects would provide the most benefit within each subwatershed. The proposed projects were then presented at the watershed advisory group (WAG) meetings for community input. This input was taken into consideration while finalizing project selection and during the score adjustment procedure.

All unconstructed regional ponds from the County's current Regional Pond Program were evaluated to determine whether alternative projects could be implemented instead of constructing a new pond. Eight regional ponds were proposed for the portion of Pohick Creek that drains to Burke Lake. Of the eight projects, five have alternative projects proposed and two have been constructed. One is an active County project that is partially funded and, therefore, no alternative projects have been proposed.

Following preliminary project selection, field investigations were performed for the candidate project sites. The purpose of the field investigations was to document site conditions, check for feasibility and take photos. The information was then compiled in a database. The information was used for the prioritization and to support ranking modifications.

Cost estimates were generated for all project types except street sweeping, rain barrels and cisterns, because their costs can be widely variable. Smaller projects were grouped together into "suites," based on cost and location, to allow their costs and benefits to be compared more evenly to other projects.

Project Prioritization

The *Pohick Creek Watershed Management Plan* implementation is broken into two priority phases. The first phase has a 0 – 10-year timeframe and includes the top-ranked 90 structural projects. The second phase has an 11 – 25-year timeframe and includes all other viable structural projects (64 total). The structural projects were prioritized based on five factors: impact indicators, source indicators, priority subwatersheds, sequencing and implementability. These factors were used to create prioritization scores for each project so that they could then be ranked. Once the projects were quantitatively ranked, they were qualitatively reviewed. The qualitative review involved going through every project and considering factors that aren't quantitatively considered, such as comments provided by the WAG, field observations and the ability for the project to meet the County's goals. A best professional judgment adjustment is added to the initial score to determine the final score. The non-structural projects were similarly compared when possible.

A simplified cost-benefit analysis was performed on the structural projects in the 0 – 10-year implementation plan based on a project's overall cost compared to its prioritization score (i.e., benefits). As a result the ranking changed and some projects dropped to the 11 – 25-year implementation plan. A best professional judgment adjustment based on the cost-benefit analysis was used to amend the rankings where necessary. This determined the final overall ranking of structural projects.

The 36 non-structural projects were ranked separately since they will be implemented concurrently with the capital improvement of the structural projects. The non-structural projects were ranked using a different more qualitative method than the structural project ranking scheme. A detailed description of the project selection and prioritization process can be found in Appendix B.

Project Fact Sheets

For all structural projects that fall into the 0 - 10-year plan, a project fact sheet was created to provide basic information about location, existing conditions and proposed improvements. The project fact sheets also discuss the benefits and have itemized, planning-level cost estimates. They are illustrated with site photos as well as location maps. Projects that were grouped together, or put into a "suite," are combined on one fact sheet.

Public Involvement

A WAG was formed to help provide feedback from residents of the watershed. The group was assembled from a variety of organizations, including members of homeowners associations, affiliates of Fort Belvoir, George Mason University, and other public and private organizations. This group acted as proxy for their respective organizations and helped to disseminate information from the process. The group met with County staff and their consultants five times throughout the different stages of the process to provide feedback, which was an essential part of the planning and prioritization process.

Table ES-1-1 provides a list of all projects proposed within Pohick Creek watershed. This includes the 0 – 10- (10-year) and 11 – 25-year (25-year) structural project groups as well as the non-structural projects.

Plan Costs and Benefits

The total cost of the 10-year plan (includes the 90 structural projects only) is $48 million. If implemented, the benefits to the county are wide-ranging. The yearly total suspended sediment load will be reduced by 1,200 tons. The yearly load of nitrogen will be reduced by 3,000 pounds, and the yearly load of phosphorus will be reduced by 1,000 pounds. This represents a 15.2% reduction in suspended sediment, a 2.4% reduction in nitrogen, and a 4.6% reduction in phosphorus. If the 64 structural projects in the 11-25 year plan are implemented as well, at a cost of $48 million, the suspended sediment load will be reduced by an additional 440 tons. The yearly load of nitrogen will be reduced by an additional 1,000 pounds, and the yearly load of phosphorus will be reduced by an additional 300 pounds. Implementation of the total group of 155 structural projects at a cost of $96 million will yield reductions of 1,700 tons of suspended sediment, 4,000 pounds of nitrogen, and 1,300 pounds of phosphorus yearly. This represents a 20.6% reduction in sediment, a 3.3% reduction in nitrogen, and a 6.2% reduction in phosphorus. Additionally, the 41 non-structural projects will have water quality benefits as well, although the costs and benefits of these projects are less easily quantified. These benefits will help attain the goals set by the County to improve water quality in the Pohick Creek watershed.

The following provisions address the funding and implementation of projects and programs in Fairfax County watershed plans. These provisions as recommended by the Board were developed for the Popes Head Creek Watershed Management Plan in February 2006 and have been applied to the Pohick Creek Watershed Management Plan:

i. Projects and programs (both structural and non-structural) will first undergo appropriate review by County staff and the Board (please see iii below) prior to implementation. Board adoption of the Watershed Management Plan will not set into motion automatic implementation of projects, programs or initiatives that have not first been subject to sufficient scrutiny to ensure that the projects that are funded give the County the greatest environmental benefit for the cost.

ii. Road projects not related to protection of streambeds or banks or water quality will not be funded out of the stormwater and watershed budget.

iii. The Watershed Management Plan provides a conceptual master-list of structural capital projects and a list of potential non-structural projects for the watershed. Staff will, on a fiscal year basis, prepare and submit to the Board a detailed work plan to include a description of proposed projects and an explanation of their ranking, based on specific criteria. Criteria used to assemble this list will include, but are not limited to, cost-effectiveness as compared to alternative projects, a clear public benefit, a need to protect public or private lands from erosion or flooding, a need to meet a specific watershed or water quality goal, and ability to be implemented within the same fiscal year that funding is provided. Staff also intends to track the progress of implementation and report back to the Board periodically.

iv. Each project on the annual list of structural projects will be evaluated using basic value-engineering cost effectiveness principles before implementation and the consideration of alternative structural and non-structural means for accomplishing the purposes of the

project will be considered before implementation. This process will ensure the County's commitment to being a fiscally responsible public entity.

v. Obstruction removal projects on private lands will be evaluated on a case-by-case basis for referral to the Zoning Administrator and/or County Attorney for action as public nuisances; and otherwise to determine appropriate cost-sharing by any parties responsible for the obstructions.

vi. Stream restoration projects on private lands will be evaluated to determine means for cost-sharing by land owners directly responsible for degradation due to their land uses.

Table ES-1-1: Project List - Executive Summary

Priority Structural Projects (Ten Year Implementation Plan)[1]				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
PC9003	Regional Pond Alternative/Stormwater Pond Retrofit	Pohick-Upper South Run	Next to 6424 Lake Meadow Dr.	$ 320,000
PC9004	Regional Pond Alternative/Stormwater Pond Retrofit Suite	Pohick-Upper South Run	10125 Lakehaven Ct.	$ 1,330,000
PC9007	Regional Pond Alternative/Stormwater Pond Retrofit	Pohick-Upper South Run	Behind 6416 Lake Meadow Dr.	$ 210,000
PC9008	Regional Pond Alternative/Stormwater Pond Retrofit	Pohick-Upper South Run	Next to 10995 Rice Field Pl.	$ 610,000
PC9100	Stormwater Pond Retrofit	Pohick-Lower	9515 Richmond Hwy., Lorton Athletic Fields	$ 300,000
PC9101	Stormwater Pond Retrofit	Pohick-Lower	9409 Lorton Market St., Lorton Marketplace Shopping Center	$ 270,000
PC9102	Stormwater Pond Retrofit	Pohick-Lower	9399 Richmond Hwy., Norman M. Cole WWTP	$ 180,000
PC9103	Stormwater Pond Retrofit	Pohick-Lower	7665 Lorton Rd., Gunston Shopping Plaza	$ 120,000
PC9104	Stormwater Pond Retrofit	Pohick-Lower	7665 Lorton Rd., Gunston Shopping Plaza	$ 120,000
PC9105	Stormwater Pond Retrofit	Pohick-Lower	Behind 7747 Milford Haven Ct.	$ 310,000
PC9106	Stormwater Pond Retrofit	Pohick-Lower South Run	8501 Silverbrook Rd., South County Secondary School	$ 450,000
PC9107	Stormwater Pond Retrofit	Pohick-Middle	8111 Northumberland Rd., Saratoga Elementary School	$ 180,000
PC9109	Stormwater Pond Retrofit	Pohick-Middle Run	8750 Pohick Rd., St. Raymond's - Penafort Catholic Church	$ 220,000
PC9110	Stormwater Pond Retrofit	Pohick-Middle South Run	9908 South Park Ci.	$ 520,000
PC9114	Stormwater Pond Retrofit	Pohick-Middle Run	7420 Reservation Dr., Sangster Elementary School	$ 120,000

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Priority Structural Projects (Ten Year Implementation Plan)[1]				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
PC9118	Stormwater Pond Retrofit	Pohick-Middle Run	Behind 9500 Shipwright Dr.	$ 390,000
PC9120	Stormwater Pond Retrofit	Pohick-Middle Run	Behind 9505 Southern Cross La.	$ 640,000
PC9121	Stormwater Pond Retrofit	Pohick-Upper South Run	9900 Old Keene Mill Rd. , Burke Community Church	$ 170,000
PC9122	Stormwater Pond Retrofit	Pohick-Middle	Between Field Master Dr. & Huntsman Blvd.	$ 390,000
PC9124	Stormwater Pond Retrofit	Pohick-Upper South Run	6401 Missionary La., Fairfax Baptist Temple Academy	$ 600,000
PC9126	Stormwater Pond Retrofit	Pohick-Upper	16130 Shiplett Blvd., White Oaks Elementary School	$ 170,000
PC9127	Stormwater Pond Retrofit	Pohick-Sideburn Branch	Next to 6000 Burke Centre Pkwy., near Terre Centre Elementary School	$ 550,000
PC9128	Stormwater Pond Retrofit	Pohick-Sideburn Branch	6000 Burke Commons Rd., Wal-Mart Supercenter	$ 240,000
PC9129	Stormwater Pond Retrofit	Pohick-Sideburn Branch	6000 Freds Oak Rd., Fairfax Co. Wastewater Collection	$ 280,000
PC9130	Stormwater Pond Retrofit	Pohick-Sideburn Branch	10301 New Guinea Rd., Target shopping center	$ 230,000
PC9131	Stormwater Pond Retrofit	Pohick-Sideburn Branch	Behind 10268 Colony Park Dr.	$ 210,000
PC9132	Stormwater Pond Retrofit	Pohick-Upper	Behind 9713 Lakepointe Dr.	$ 470,000
PC9133	Stormwater Pond Retrofit	Pohick-Upper	9200 Burke Lake Rd., Lake Braddock Secondary School	$ 120,000
PC9135	Stormwater Pond Retrofit	Pohick-Rabbit Branch	Behind 5220 Nottinghill La., Pond along Roberts Rd.	$ 540,000
PC9136	Stormwater Pond Retrofit	Pohick-Upper	Behind 5120 Dahlgreen Pl., Playground	$ 190,000

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Priority Structural Projects (Ten Year Implementation Plan)[1]				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
PC9138	Stormwater Pond Retrofit	Pohick-Rabbit Branch	Behind 10305 Nantucket Ct.	$ 140,000
PC9139	Stormwater Pond Retrofit	Pohick-Sideburn Branch	10697 Braddock Rd., University Mall Shopping Center	$ 220,000
PC9140	Stormwater Pond Retrofit	Pohick-Rabbit Branch	Intersection of Mason Pond Dr. and Roanoke River La.	$ 260,000
PC9142	New Stormwater Pond	Pohick-Rabbit Branch	Northwest of intersection of Roberts Road and Braddock Road	$ 1,470,000
PC9201	Stream Restoration	Pohick-Middle	Behind 7756 Matisse Way	$ 1,480,000
PC9202	Stream Restoration Suite	Pohick-Lower South Run	Behind 8181 Willowdale Ct., South Run Stream Valley Park	$ 1,120,000
PC9203	Stream Restoration	Pohick-Middle	8100 Lake Pleasant Dr.	$ 680,000
PC9204	Stream Restoration	Pohick-Lower South Run	Next to 8661 Rising Creek Ct.	$ 180,000
PC9205	Stream Restoration	Pohick-Middle	Behind 8106 Kings Point Ct.	$ 160,000
PC9206	Stream Restoration	Pohick-Middle	Next to 8021 Lake Pleasant Dr.	$ 140,000
PC9210	Stream Restoration	Pohick-Middle South Run	Behind 7801 Preakness La.	$ 1,380,000
PC9211	Stream Restoration Suite	Pohick-Middle	Near 8000 Middlewood Pl.	$ 310,000
PC9214	Stream Restoration	Pohick-Middle Run	Behind 7309 Gist Ct.	$ 700,000
PC9222	Stream Restoration	Pohick-Middle	Behind 8817 Bridle Wood Dr.	$ 1,260,000
PC9223	Stream Restoration	Pohick-Upper South Run	Between Waterside Dr. & Burke Woods Dr.	$ 530,000
PC9225	Stream Restoration	Pohick-Middle	Next to 6297 Kerrydale Dr.	$ 940,000

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Priority Structural Projects (Ten Year Implementation Plan)[1]				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
PC9226	Stream Restoration	Pohick-Middle	Behind 6321 Hillside Rd.	$ 1,010,000
PC9227	Stream Restoration	Pohick-Upper	Behind 9500 Orion Ct.	$ 90,000
PC9228	Stream Restoration Suite	Pohick-Upper	Behind 6300 Glenbard Rd.	$ 1,560,000
PC9229	Stream Restoration Suite	Pohick-Middle	Behind 8901 Winding Hollow Way	$ 1,680,000
PC9230	Stream Restoration	Pohick-Upper	Behind 9820 Rand Dr.	$ 610,000
PC9234	Stream Restoration	Pohick-Upper	Behind 9840 Natick Rd.	$ 1,270,000
PC9235	Stream Restoration	Pohick-Upper	Behind 5913 Veranda Dr.	$ 130,000
PC9236	Stream Restoration	Pohick-Sideburn Branch	Across the street from 5901 Fred's Oak Rd.	$ 190,000
PC9237	Stream Restoration	Pohick-Sideburn Branch	Behind 10550 Reeds Landing Ct.	$ 580,000
PC9239	Stream Restoration	Pohick-Sideburn Branch	Next to 5914 Cove Landing Rd.	$ 90,000
PC9240	Stream Restoration	Pohick-Sideburn Branch	Near 5901 Waters Edge Landing La.	$ 860,000
PC9241	Stream Restoration	Pohick-Sideburn Branch	Behind 10734 Burr Oak Way	$ 920,000
PC9242	Stream Restoration	Pohick-Upper	Behind 5753 Burke Towne Ct.	$ 1,160,000
PC9245	Stream Restoration	Pohick-Upper	5621 Herbert's Crossing Dr.	$ 860,000
PC9246	Stream Restoration	Pohick-Sideburn Branch	Behind 6001 Burke Commons Rd.	$ 750,000
PC9247	Stream Restoration Suite	Pohick-Sideburn Branch	10400 Premier Ct.	$ 540,000
PC9249	Stream Restoration	Pohick-Upper	Behind 5565 Queen Victoria Ct.	$ 1,990,000

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Priority Structural Projects (Ten Year Implementation Plan)[1]				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
PC9250	Stream Restoration	Pohick-Sideburn Branch	Behind 10602 Goldeneye La.	$ 1,000,000
PC9251	Stream Restoration	Pohick-Upper	Behind 9313 Winbourne Rd.	$ 520,000
PC9252	Stream Restoration	Pohick-Upper	Next to 9535 Wallingford Dr.	$ 380,000
PC9254	Stream Restoration	Pohick-Sideburn Branch	Behind 10757 John Turley Pl.	$ 1,050,000
PC9256	Stream Restoration	Pohick-Rabbit Branch	Behind 5351 Brandon Ridge Way	$ 1,100,000
PC9257	Stream Restoration	Pohick-Upper	Next to 9404 Fairleigh Ct.	$ 340,000
PC9258	Stream Restoration	Pohick-Upper	Next to 5101 Dahlgreen Pl.	$ 110,000
PC9259	Stream Restoration	Pohick-Rabbit Branch	Behind 5220 Nottinghill La.	$ 800,000
PC9260	Stream Restoration	Pohick-Rabbit Branch	Near 9800 Commonwealth Blvd.	$ 1,100,000
PC9261	Stream Restoration	Pohick-Sideburn Branch	Behind 5282 Beech Haven Ct.	$ 720,000
PC9262	Stream Restoration	Pohick-Sideburn Branch	Behind 5214 Grinnell St.	$ 1,520,000
PC9263	Stream Restoration	Pohick-Rabbit Branch	Behind 5802 Dequincey Dr.	$ 800,000
PC9269	Stream Restoration	Pohick-Rabbit Branch	Next to 10159 Red Spruce Rd.	$ 680,000
PC9515	BMP/LID Suite	Pohick-Middle Run	6820 Sydenstricker Rd., Orange Hunt Elementary School	$ 260,000
PC9517	BMP/LID Suite	Pohick-Middle Run	9732 Ironmaster Dr., Cherry Run Elementary School	$ 160,000

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Priority Structural Projects (Ten Year Implementation Plan)[1]				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
PC9525	BMP/LID	Pohick-Upper	9230 Old Keene Mill Rd., Rolling Valley Mall	$ 180,000
PC9531	BMP/LID Suite	Pohick-Sideburn Branch	6000 Burke Centre Pkwy., Terra Centre Elementary School	$ 120,000
PC9534	BMP/LID	Pohick-Sideburn Branch	6011 Burke Centre Pkwy., Giant Supermarket	$ 140,000
PC9535	BMP/LID	Pohick-Sideburn Branch	6000 Freds Oak Rd., FFC Wastewater Collection Division Office Bldg.	$ 130,000
PC9539	BMP/LID	Pohick-Sideburn Branch	5727 Burke Center Pkwy., Burke Center Shopping Center	$ 120,000
PC9544	BMP/LID Suite	Pohick-Upper	9450 Lake Braddock Dr., Lake Braddock Park	$ 120,000
PC9548	BMP/LID	Pohick-Rabbit Branch	9525 Braddock Rd., Twinbrooke Shopping Center	$ 140,000
PC9701	Outfall Improvement	Pohick-Lower	7747 Milford Haven Ct.	$ 80,000
PC9702	Outfall Improvement	Pohick-Sideburn Branch	5815 Ox Rd., Fairview Elementary	$ 80,000
PC9703	Outfall Improvement	Pohick-Sideburn Branch	5637 Guinea Rd.	$ 110,000
PC9704	Outfall Improvement	Pohick-Upper	Next to 9199 Lake Braddock Dr.	$ 540,000
PC9705	Outfall Improvement	Pohick-Sideburn Branch	Next to pool at 5601 Snowy Owl Dr.	$ 80,000
			Total Cost	**$48,090,000**

Long-Term Structural Projects (25 Year Implementation Plan)[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9001	Regional Pond Alternative/Stormwater Pond Retrofit Suite	Pohick-Upper South Run	Across from 10503 Pohick Ct., Church of Latter Day Saints
PC9108	Stormwater Pond Retrofit	Pohick-Middle South Run	Behind 7278 Lakeland Valley Dr.

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Long-Term Structural Projects (25 Year Implementation Plan)[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9111	Stormwater Pond Retrofit	Pohick-Middle	8110 Deer Creek Pl.
PC9112	Stormwater Pond Retrofit	Pohick-Middle Run	Behind 8874 Eagle Rock La.
PC9113	Stormwater Pond Retrofit	Pohick-Middle	Behind 7439 Quincy Hall Ct.
PC9115	Stormwater Pond Retrofit	Pohick-Middle	Behind 8032 Bethelen Woods La.
PC9116	Stormwater Pond Retrofit	Pohick-Middle	Behind 73919 Walnut Knoll Dr.
PC9117	Stormwater Pond Retrofit	Pohick-Middle	Across from 7320 Gambrill Rd., Commuter lot
PC9119	Stormwater Pond Retrofit	Pohick-Middle	Behind 7106 Hadlow Ct.
PC9123	Stormwater Pond Retrofit	Pohick-Middle Run	6450 Sydenstricker Rd., near Pohick Regional Library
PC9125	Stormwater Pond Retrofit	Pohick-Upper	Behind 6301 Wilmington Dr.
PC9134	Stormwater Pond Retrofit	Pohick-Sideburn Branch	5222 Sideburn Rd., St. Mary's Church
PC9137	Stormwater Pond Retrofit	Pohick-Rabbit Branch	Behind 9463 Wenzel St.
PC9141	New Stormwater Pond	Pohick-Upper	Behind 5550 Queen Victoria Ct.
PC9200	Stream Restoration	Pohick-Middle	Behind 7800 Creekside View La.
PC9207	Stream Restoration	Pohick-Middle South Run	Along access road next to 7719 Wagon Trail La.
PC9208	Stream Restoration	Pohick-Middle South Run	Next to 9245 Northedge Dr.
PC9209	Stream Restoration	Pohick-Middle	Behind 8154 Ships Curve La.
PC9212	Stream Restoration	Pohick-Middle South Run	Behind 4312 South View Ct.
PC9213	Stream Restoration	Pohick-Middle	Behind 7500 Ridgebrook Dr.

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Long-Term Structural Projects (25 Year Implementation Plan)[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9215	Stream Restoration	Pohick-Middle Run	Behind 9111 Beachway La.
PC9216	Stream Restoration	Pohick-Middle	Behind 8098 Whitlers Creek Ct.
PC9217	Stream Restoration	Pohick-Middle	Behind 8084 Whitlers Creek Rd.
PC9218	Stream Restoration	Pohick-Middle	Behind 7211 Olde Lantern Way
PC9219	Stream Restoration	Pohick-Upper South Run	Northwest of Old Keene Mill Rd. & Fairfax Co. Pkwy.
PC9220	Stream Restoration	Pohick-Upper South Run	Behind 6803 Jeremiah Ct.
PC9221	Stream Restoration	Pohick-Upper South Run	Along Fairfax County Pkwy. behind Deckhand Dr.
PC9224	Stream Restoration	Pohick-Upper South Run	East of Ox Croft Ct.
PC9232	Stream Restoration	Pohick-Upper	Behind 9623 Woodedge Dr.
PC9233	Stream Restoration	Pohick-Upper	Near intersection of Burke Rd. and Heritage Square Rd.
PC9243	Stream Restoration	Pohick-Sideburn Branch	Behind 5832 First Landing Way
PC9248	Stream Restoration	Pohick-Rabbit Branch	Along RR tracks near 5610 Sandy Lewis Dr.
PC9255	Stream Restoration	Pohick-Upper	Behind 5208 Olley La.
PC9265	Stream Restoration	Pohick-Rabbit Branch	Behind 10156 Bessmer La.
PC9266	Stream Restoration	Pohick-Rabbit Branch	Behind 9733 Abington Ct.
PC9267	Stream Restoration	Pohick-Rabbit Branch	9911 Braddock Rd., near Braddock Rd. Hospital

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Long-Term Structural Projects (25 Year Implementation Plan)[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9268	Stream Restoration	Pohick-Rabbit Branch	Behind 4613 Tapestry Dr.
PC9500	BMP/LID	Pohick-Lower	9515 Richmond Hwy., Lorton Athletic Fields
PC9501	BMP/LID	Pohick-Lower	9399 Richmond Hwy., Norman M. Cole WWTP
PC9502	BMP/LID	Pohick-Lower	8101 Lorton Rd., Lorton Elementary School
PC9503	BMP/LID	Pohick-Lower	9290 Lewis Chapel Rd., Lorton Station Elementary School
PC9505	BMP/LID	Pohick-Lower	9290 Lewis Chapel Rd., Lorton Station Elementary School
PC9508	BMP/LID Suite	Pohick-Lower South Run	8001 Newington Forest Ave., Newington Forest Elementary School
PC9510	BMP/LID Suite	Pohick-Middle South Run	7549 Reservation Dr., South Run Recreation Center
PC9511	BMP/LID	Pohick-Middle Run	7500 Huntsman Blvd., Huntsman Square Shopping Center
PC9519	BMP/LID Suite	Pohick-Middle	6703 Barnack Dr., Rolling Valley Elementary School
PC9521	BMP/LID	Pohick-Middle	6703 Barnack Dr., Rolling Valley Elementary School
PC9522	BMP/LID	Pohick-Middle	8600 Bridle Wood Dr., Orange Hunt Pool
PC9524	BMP/LID	Pohick-Middle Run	6938 Nativity La., School of the Nativity (Church)
PC9526	BMP/LID	Pohick-Upper South Run	6401 Missionary La., Fairfax Baptist Temple Academy
PC9528	BMP/LID	Pohick-Upper	9654 Burke Lake Rd., Burke Center School
PC9529	BMP/LID	Pohick-Middle	6100 Rolling Rd., West Springfield High School
PC9532	BMP/LID	Pohick-Middle	6100 Rolling Rd., West Springfield High School
PC9536	BMP/LID Suite	Pohick-Sideburn Branch	6001 Cove Landing Rd., Landings Community Center

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Long-Term Structural Projects (25 Year Implementation Plan)[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9537	BMP/LID	Pohick-Upper	9016 Burke Rd., VA Railway Exp. - Rolling Rd. Station
PC9540	BMP/LID Suite	Pohick-Sideburn Branch	5240 Sideburn Rd., Bonnie Brae Elementary School
PC9542	BMP/LID Suite	Pohick-Upper	9200 Burke Lake Rd., Lake Braddock Secondary School
PC9543	BMP/LID	Pohick-Upper	9333 Lake Braddock Rd., Lakeside Pool - Lake Braddock C.A.
PC9546	BMP/LID Suite	Pohick-Rabbit Branch	10110 Commonwealth Blvd., Laurel Ridge Elementary School
PC9547	BMP/LID	Pohick-Rabbit Branch	5035 Sideburn Rd., Robinson Secondary School
PC9549	BMP/LID	Pohick-Rabbit Branch	5035 Sideburn Rd., Robinson Secondary School
PC9550	BMP/LID Suite	Pohick-Sideburn Branch	5004 Sideburn Rd., Oak View Elementary School
PC9553	BMP/LID	Pohick-Rabbit Branch	Intersection of Patriot Ci. and Sandy Creek Way, George Mason University Parking Garage
PC9554	BMP/LID	Pohick-Rabbit Branch	Between Mason Pond Dr. and George Mason Blvd. (Parking Garage)
PC9700	Outfall Improvement	Pohick-Lower	9298 Lewis Chapel Rd., Lorton Station Elementary School
Non-Structural Projects[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9504	BMP/LID	Pohick-Lower	9290 Lewis Chapel Rd., Lorton Station Elementary School
PC9507	BMP/LID	Pohick-Middle	8111 Northumberland Rd., Saratoga Elementary School
PC9509	BMP/LID	Pohick-Lower South Run	8001 Newington Forest Ave., Newington Forest Elementary School
PC9512	BMP/LID	Pohick-Middle Run	7420 Reservation Dr., Sangster Elementary School

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Non-Structural Projects[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9514	BMP/LID	Pohick-Middle	7107 Sydenstricker Rd., Hunt Valley Elementary School
PC9516	BMP/LID	Pohick-Middle	6820 Sydenstricker Rd., Orange Hunt Elementary School
PC9518	BMP/LID	Pohick-Middle Run	9732 Ironmaster Dr., Cherry Run Elementary School
PC9520	BMP/LID	Pohick-Middle	6703 Barnack Dr., Rolling Valley Elementary School
PC9527	BMP/LID	Pohick-Upper	16130 Shiplett Blvd., White Oaks Elementary School
PC9530	BMP/LID	Pohick-Upper	9645 Burke Lake Rd., Burke Center School
PC9538	BMP/LID	Pohick-Sideburn Branch	5815 Ox Rd., Fairview Elementary School
PC9541	BMP/LID	Pohick-Sideburn Branch	5240 Sideburn Rd., Bonnie Brae Elementary School
PC9551	BMP/LID	Pohick-Sideburn Branch	5004 Sideburn Rd., Oak View Elementary School
PC9800	Street Sweeping Program	Pohick-Lower	Timarand Dr. and Inverary Ct.
PC9801	Street Sweeping Program	Pohick-Lower	Lorton Station Blvd. & Stone Garden Dr.
PC9802	Dumpsite/ Obstruction Removal Suite	Pohick-Lower South Run	Behind 8412 Sego Lilly Ct.
PC9803	Buffer Restoration	Pohick-Middle South Run	Behind 8104 Jeffrey Ct.
PC9804	Dumpsite/ Obstruction Removal	Pohick-Middle	Between Cliffside Ct. & Richfield Rd. (7927 Richfield Rd.)
PC9805	Dumpsite/ Obstruction Removal	Pohick-Middle South Run	Along Lee Chapel Rd., behind Stony Creek Ct.
PC9806	Dumpsite/ Obstruction Removal	Pohick-Middle South Run	Near 7528 Rambling Ridge Dr.

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Non-Structural Projects[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9807	Buffer Restoration	Pohick-Middle Run	Next to 8800 Shadowlake Way
PC9808	Dumpsite/ Obstruction Removal	Pohick-Middle Run	Northeast of intersection of Hooes Rd. & Fairfax County Pkwy.
PC9809	Buffer Restoration	Pohick-Middle Run	Behind 7410 Seabrook La.
PC9809	Buffer Restoration	Pohick-Middle Run	Behind 7410 Seabrook La.
PC9810	Dumpsite/ Obstruction Removal Suite	Pohick-Middle Run	Behind 8903 Gutman Ct. & 7000 Cottontail Ct.
PC9811	Dumpsite/ Obstruction Removal	Pohick-Upper	Near 6223 Rathlin Dr.
PC9813	Buffer Restoration	Pohick-Middle	Behind 8586 Beatrice Ct.
PC9814	Buffer Restoration	Pohick-Upper	Behind 6025 Bonnie Bern Ct.
PC9815	Street Sweeping Program	Pohick-Sideburn Branch	5907 Freds Oak Rd.
PC9816	Buffer Restoration	Pohick-Sideburn Branch	Behind 10708 Freds Oak Ct.
PC9817	Street Sweeping Program	Pohick-Sideburn Branch	Condominiums at Cove Landing Rd.
PC9818	Street Sweeping Program	Pohick-Sideburn Branch	5532 La Cross Ct.
PC9819	Buffer Restoration	Pohick-Sideburn Branch	South of 10125 Zion Dr.
PC9820	Street Sweeping Program	Pohick-Sideburn Branch	10614 John Ayres Rd.
PC9821	Buffer Restoration	Pohick-Rabbit Branch	Behind 5330 Gainsborough Dr.
PC9823	Lake Management for W.Q. Study	Pohick-Middle South Run	7720 Wagon Trail Ln.

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Non-Structural Projects[1]			
Project #	**Project Type**	**WMA**	**Location**
PC9824	Lake Management for W.Q. Study	Pohick-Middle Run	7600 Modisto Ln.
PC9825	Lake Management for W.Q. Study	Pohick-Sideburn Branch	5738 Lakeside Oak Ln.
PC9826	Lake Management for W.Q. Study	Pohick-Upper	9408 Odyssey Ct.
PC9827	Lake Management for W.Q. Study	Pohick-Rabbit Branch	5344 Gainsborough Dr.
PC9828	Lake Management for W.Q. Study	Pohick-Sideburn Branch	Behind 5502 Fireside Ct.

[1] **Only 10-yr structural projects will have associated project fact sheets at the end of section 5.**

Executive Summary

The *Sugarland Run and Horsepen Creek Watershed Management Plan* presents a strategy for preserving healthy ecosystems and improving the streams and natural environment within the watersheds. This plan was initiated by Fairfax County and developed with input from residents of these watersheds as part of a county-wide planning effort.

Background

The Sugarland Run and Horsepen Creek watersheds are located in northern Virginia, straddling the Fairfax and Loudoun County boundary. Both watersheds are located within the larger Chesapeake Bay watershed. Sugarland Run drains directly into the Potomac River and Horsepen Creek drains into Broad Run in Loudoun County, which drains into the Potomac River just upstream of the Sugarland Run outlet.

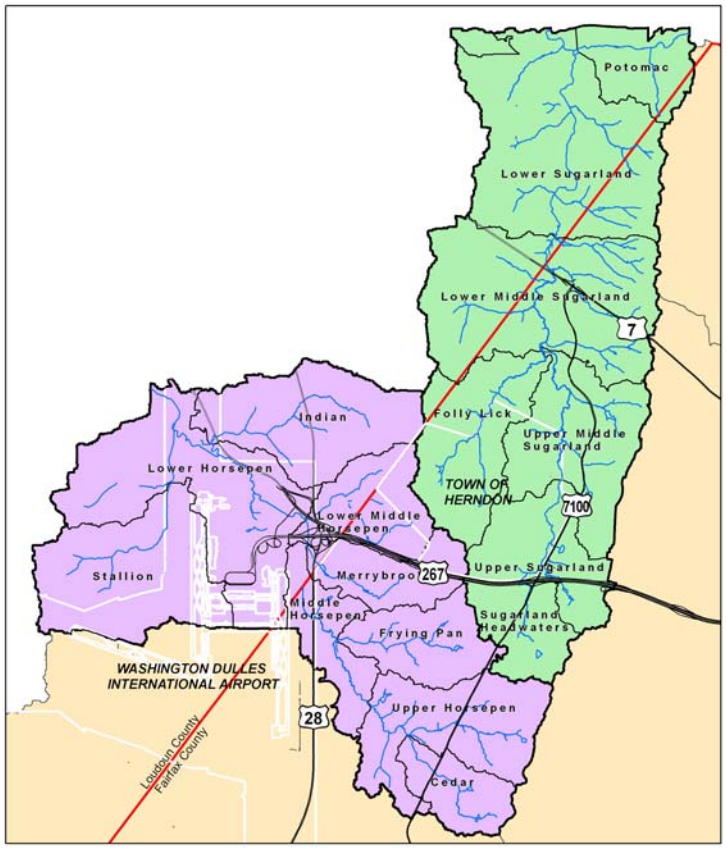

Figure ES.1 Sugarland Run & Horsepen Creek

In 1900 Fairfax County was largely agricultural, with dairy farming being the most important single industry. The population was just over 12,000. Beginning in the early 1940s, the County's economy shifted from agriculture to largely commercial. After World War II the population grew rapidly from roughly 50,000 to 500,000. In the 1970s the population of Fairfax grew to almost 900,000 residents, driven by technology-based businesses which were less dependent on urban centers than conventional industry, resulting in suburban expansion (Fairfax County, 2001). Today, Fairfax County is the most populous jurisdiction in Virginia as well as the Washington D.C. metropolitan area. The 2005 population was estimated at 1,047,500 and included 387,700 households (Fairfax County, 2006a). Most of the population expansion and associated development in Fairfax County occurred prior to the development and implementation of stormwater regulations that were promulgated to prevent flooding and protect water quality.

The Sugarland Run and Horsepen Creek Watershed Management Plan was developed in response to the watersheds' rapid growth and need for updated stormwater and overall watershed management. This plan presents issues affecting the quality of the watersheds, builds on previous management efforts and presents a comprehensive strategy for mitigating and reducing the impacts of development.

Purpose

Fairfax County has developed three primary goals to guide the progress of all county watershed management plans in the second phase of plan development. These goals were drafted by Fairfax County staff based on the goals and visions conceived by the watershed steering committees and watershed planning teams during the completion of the initial phase of watershed management plans. The countywide watershed planning goals are to:

1) Improve and maintain watershed functions in Fairfax County, including water quality, habitat and hydrology.
2) Protect human health, safety and property by reducing stormwater impacts.
3) Involve stakeholders in the protection, maintenance and restoration of county watersheds.

The *Sugarland Run and Horsepen Creek Watershed Management Plan* provides a plan of action to meet these goals by identifying watershed impairments, evaluating solutions for watershed restoration and preservation and involving a Watershed Advisory Group in plan development and project selection and prioritization.

Existing Watershed Conditions

The Sugarland Run watershed was divided into seven watershed management areas for watershed assessment purposes. Watershed management areas, or WMAs, are smaller subdivisions of a watershed used for planning and management purposes and typically range from two to five square miles in size. The Sugarland Run watershed was further broken down into 78 subwatersheds for more detailed analysis. Subwatersheds are the smallest watershed division used in this watershed management plan and range in size from 100 to 300 acres. The Horsepen Creek watershed was divided into nine WMAs and 77 subwatersheds for watershed management purposes.

Land use within Sugarland Run and Horsepen Creek watersheds is primarily residential in nature with commercial and industrial centers straddling the Dulles Toll Road (Route 267). Much of the open space within the Fairfax County portion of the watersheds is found along the Resource Protection Areas (RPAs) that border major streams. Resource Protection Areas are protected buffer areas established along the perennial streams in Fairfax County under the County's Chesapeake Bay Preservation Ordinance to improve the quality of streams and waterways draining to the Chesapeake Bay. However, many natural stream channels were replaced with concrete ditches or pipes prior to the establishment of RPAs and smaller headwater streams continue to be altered as watershed development continues.

The Fairfax County Stream Protection Strategy (SPS) program was completed in 2001 and included detailed biological and habitat data for five locations within Sugarland Run and Horsepen Creek watersheds. The data indicate that both watersheds are substantially degraded and are among the most negatively impacted in Fairfax County.

Fairfax County conducted a stream physical assessment (SPA) in 2005 to obtain baseline data for the County's streams (CH2MHill, 2005). The streams were evaluated based on habitat

conditions, impacts to the stream from infrastructure and problem areas, general stream characteristics and geomorphic classification. The overall goal of the stream assessment program was to provide a consistent basis for protecting and restoring the receiving water systems and other natural resources in Fairfax County. Approximately 26 miles of stream were assessed in Sugarland Run watershed and approximately 17 miles of stream were assessed in the Horsepen Creek watershed. Both Sugarland Run and Horsepen Creek watersheds were given fair overall ratings. Most of the streams in both Sugarland Run watershed and Horsepen Creek watershed are classified as Stage 3 for stream morphology and show signs of active erosion. Stage 3 streams are the most unstable and typically exhibit steep banks, bank failures, channel widening and deepening.

Planning Process

Additional field reconnaissance was conducted to update and supplement existing Fairfax County GIS data so current field conditions were accurately represented. The reconnaissance effort included the identification of pollution sources, current stormwater management practices and potential restoration opportunities across the various watersheds. There are 157 existing stormwater management facilities in the Sugarland Run watershed within Fairfax County; however, nearly three-quarters of this area is untreated by any stormwater facilities. Correspondingly, there are 147 existing stormwater management facilities in the Horsepen Creek watershed within Fairfax County, yet more than two-thirds of this area is without stormwater controls.

Successful management of a watershed requires the assessment of the interactions between pollutant sources, watershed stressors and conditions within streams and other waterbodies. In addition to field reconnaissance and previous watershed assessments, water quality and water quantity modeling was conducted for existing and forecasted future conditions. The goal of watershed characterization is to identify existing and potential problem areas and evaluate subwatershed restoration opportunities.

A standardized method of subwatershed ranking was conducted as a means to provide a systematic method of compiling available water quality and natural resources information. Ranking subwatersheds based on watershed characterization and modeling results provides a tool for planners and managers to set priorities and identify candidate restoration and preservation areas.

Subwatershed ranking indicators were developed to assess the condition of the environment, as early-warning signals of changes in the environment, and to diagnose causes of ecological problems. The indicators used by Fairfax County may be grouped into the following categories:

- **Watershed Impact Indicators –** Measure the extent that reversal or prevention of a particular watershed impact, sought by the goals and objectives, has been achieved ("What's there now, and how is it doing?").
- **Source Indicators –** Quantify the presence of a potential stressor or pollutant source ("Is there a problem, and what's causing it?").

- **Programmatic Indicators** –After the plans are adopted, these will assess outcomes of resource protection and restoration activities ("What's the County doing about the problem, and how is it doing?").

Watershed impact indicators and source indicators were evaluated based on existing conditions. Future condition metrics and scores were also evaluated for a sub-set of predictive indicators and reflect the simulated conditions at ultimate build-out based on the County's Comprehensive Plan. The resulting scores from the existing condition and future without projects condition were used to rank subwatersheds according to their problems and needs and to assist with candidate project identification.

Watershed Restoration Strategies

Priority subwatersheds were identified based on the results of final subwatershed ranking, priority restoration elements from the SPA, problem areas identified during subwatershed characterization and field reconnaissance and input from the Watershed Advisory Group (WAG). General subwatershed characteristics and impairments were recorded for each priority subwatershed. Sources of subwatershed impairments were identified where evident and improvement goals/strategies were developed for each priority subwatershed.

All subwatersheds draining to a planned, un-built regional pond were evaluated for potential restoration alternatives, and the alternatives were categorized as **regional pond alternative strategies**. **Subwatershed improvement strategies** are intended to reduce stormwater impacts for subwatersheds that do not drain to a planned, un-built regional pond. Regional pond alternative strategies and subwatershed improvement strategies may include a variety of project types including new stormwater ponds, stormwater pond retrofits, low impact development retrofits, culvert retrofits, outfall improvements and area-wide drainage improvements. **Stream restoration strategie**s are targeted to improve habitat, to promote stable stream geomorphology and to reduce in-stream pollutants due to erosion. **Non-structural measures and preservation strategies** can provide significant benefits by improving the water quality of stormwater runoff, by reducing the quantity of stormwater runoff, by improving stream and riparian habitat and by mitigating the potential impacts of future development.

A universe of potential projects was complied as a result of these efforts. Additionally, potential alternatives were identified for each of the seven planned, un-built regional ponds within the watersheds. Watershed advisory group (WAG) members reviewed proposed candidate projects and discussed overall project selection methods and the location and scope of individual proposed projects. Field visits to candidate sites were conducted for all potential candidate structural projects to determine feasibility and modify project scopes based on site conditions.

An initial feasibility analysis was conducted to reduce the initial list of candidate structural projects. Factors considered during the initial feasibility analysis included constraints identified during field reconnaissance, the size and scale of the projects, the location and distribution of projects within a subwatershed, existing stormwater treatment in the subwatershed, project drainage area and specific WAG member comments. Candidate projects deemed viable were

those which had few, if any, site constraints, would provide significant additional stormwater treatment to a subwatershed and were considered to be of significant size and scope.

Project Prioritization

Viable structural projects were prioritized and ranked according to a standardized method developed by Fairfax County in order to ensure that all projects across the County could be compared and ranked in a County-wide fashion. Structural projects were scored based on five factors:

1. Effect on watershed impact indicators
2. Effect on source indicators
3. Location within priority subwatersheds
4. Sequencing
5. Implementability

An initial ranking composite score was calculated for each project based on the weighted average of the five project scores described above. This score was used to determine the overall initial rank of each project.

In addition to the quantitative project prioritization method developed by the County, WAG member comments, evaluation of projects in water quality modeling, cost benefit analysis and best professional judgment were integrated into the final project scoring and ranking. The final ranking scores were used to determine the priority of each project for the implementation process.

The 70 projects ranked most beneficial comprise the 10-year "Priority" Implementation Plan. The remaining 50 projects make up the 11-25 year "Long-Term" Implementation Plan. The 10-year projects were further analyzed with water quality modeling and a detailed cost benefit analysis to refine the priority ranking within the 10-year implementation plan.

Project fact sheets were created for each of the 10-year projects and include basic information about the project location, a description of the project scope, project benefits, design considerations, itemized cost estimates and detailed project maps. Some projects contain multiple parts or sub-projects; these project "suites" are summarized and contained on a single project fact sheet.

Plan Costs and Benefits

An integral element to evaluating the benefits of restoration strategies and projects is associated costs. Detailed cost estimates, as shown on the project fact sheets, were determined for structural projects in the 0-10 year implementation phase. The total cost of the 10-year implementation plan is $30 million. Associated costs for structural projects in the 11-25 year implementation phase were roughly approximated based on the overall costs associated with similar projects in the 10 year implementation plan and are estimated at approximately $13 million. Cost estimates were not calculated for non-structural projects, as they do not require traditional construction measures to be implemented and may be programmatic in nature. The 10-year implementation

plan consists of 70 total structural projects. The 11-25 year implementation plan consists of 50 additional structural projects. There are 19 non-structural projects identified in the plan. The total cost for all structural projects in the plan is $43 million.

Implementation of all projects and restoration strategies in the 10-year priority list will result in significant overall reductions in stormwater flows and pollutant loads with associated improvements to habitat and stream quality. Stormwater runoff volume from the 2-year and 10-year storm events would decrease by 2 percent, or 45 inches per year and 91 inches per year, respectively. The peak flow rate would also decrease by 2 percent, resulting in a reduction of 0.005 CFS per acre for the 2-year storm event and 0.010 CFS per acre for the 10-year storm event. Total suspended solids would be reduced by 7 percent overall or 420,419 pounds per year. Total nitrogen would be reduced by 2 percent or 3,551 pounds per year and total phosphorus would be reduced by 3 percent or 625 pounds per year.

Implementation of all projects within the plan, including projects in the 25-year implementation plan will result in additional reductions in stormwater flows and pollutant loads. Total suspended solids would be reduced by 9 percent overall or 550,887 pounds per year. Total nitrogen would be reduced by 3 percent or 4,747 pounds per year and total phosphorus would be reduced by 4 percent or 850 pounds per year.

The following provisions address the funding and implementation of projects and programs in Fairfax County watershed plans. These provisions as recommended by the Board were developed for the Popes Head Creek Watershed Management Plan in February 2006 and have been applied to the Sugarland Run and Horsepen Creek Watershed Management Plan:

i. Projects and programs (both structural and non-structural) will first undergo appropriate review by County staff and the Board (please see iii below) prior to implementation. Board adoption of the Watershed Management Plan will not set into motion automatic implementation of projects, programs or initiatives that have not first been subject to sufficient scrutiny to ensure that the projects that are funded give the County the greatest environmental benefit for the cost.

ii. Road projects not related to protection of streambeds or banks or water quality will not be funded out of the stormwater and watershed budget.

iii. The Watershed Management Plan provides a conceptual master-list of structural capital projects and a list of potential non-structural projects for the watershed. Staff will, on a fiscal year basis, prepare and submit to the Board a detailed work plan to include a description of proposed projects and an explanation of their ranking, based on specific criteria. Criteria used to assemble this list will include, but are not limited to, cost-effectiveness as compared to alternative projects, a clear public benefit, a need to protect public or private lands from erosion or flooding, a need to meet a specific watershed or water quality goal and ability to be implemented within the same fiscal year that funding is provided. Staff also intends to track the progress of implementation and report back to the Board periodically.

iv. Each project on the annual list of structural projects will be evaluated using basic value-engineering cost effectiveness principles before implementation and the

consideration of alternative structural and non-structural means for accomplishing the purposes of the project will be considered before implementation. This process will ensure the County's commitment to being a fiscally responsible public entity.

v. Obstruction removal projects on private lands will be evaluated on a case-by-case basis for referral to the Zoning Administrator and/or County Attorney for action as public nuisances; and otherwise to determine appropriate cost-sharing by any parties responsible for the obstructions.

vi. Stream restoration projects on private lands will be evaluated to determine means for cost-sharing by land owners directly responsible for degradation due to their land uses.

Table ES.1 provides a list of all projects in the 10-year implementation plan, the 25-year implementation plan and the non-structural projects.

Table ES.1 Master Project List

Priority Structural Projects (10 Year Implementation Plan)

Project #	Project Type	WMA	Location	Cost
HC9007	Regional Pond Alternative Suite	Horsepen - Cedar	Between Ladybank Lane & Mother Well Court	$790,000
HC9013	Regional Pond Alternative Suite	Horsepen - Cedar	Between Franklin Farm Rd, West Ox Rd & Ashburton Ave	$1,970,000
HC9102	New Stormwater Pond	Horsepen - Middle	Legacy Circle & Sunrise Valley Drive	$150,000
HC9106	Stormwater Pond Retrofit	Horsepen - Frying Pan	Frying Pan Road & Centreville Road	$310,000
HC9107	New Stormwater Pond	Horsepen - Merrybrook	Palmer Drive & Dogwood Court	$210,000
HC9108	Stormwater Pond Retrofit	Horsepen - Middle	Near Copper Creek Road & Copper Creek Court	$190,000
HC9109	Stormwater Pond Retrofit	Horsepen - Frying Pan	Between Coppermine Rd, Thomas Jefferson Dr & Masons Ferry Dr	$400,000
HC9110	New Stormwater Pond	Horsepen - Merrybrook	Herndon Parkway & Campbell Way	$160,000
HC9114	Stormwater Pond Retrofit	Horsepen - Frying Pan	Fox Mill Road & Cabin Creek Road	$340,000
HC9116	New Stormwater Pond	Horsepen - Frying Pan	Near Halterbreak Court & Curved Iron Road culs-de sac	$220,000
HC9118	Stormwater Pond Retrofit	Horsepen - Upper	Between Floris Lane & Merricourt Lane culs-de-sac	$120,000
HC9119	Stormwater Pond Retrofit	Horsepen - Frying Pan	Colts Brook Drive & Fox Mill Road	$450,000
HC9121	Stormwater Pond Retrofit, BMP/LID	Horsepen - Upper	Centreville Road & Lake Shore Drive	$590,000
HC9122	Stormwater Pond Retrofit	Horsepen - Upper	Lake Shore Drive & Running Pump Lane	$70,000
HC9123	Stormwater Pond Retrofit	Horsepen - Upper	Near Point Rider Lane & Equus Court	$150,000
HC9126	Stormwater Pond Retrofit	Horsepen - Upper	Monterey Estates Drive & West Ox Road	$180,000
HC9127	Stormwater Pond Retrofit	Horsepen - Frying Pan	Near Meadow Hall Drive & New Carson Drive	$180,000

Table ES.1 Master Project List				
Priority Structural Projects (10 Year Implementation Plan)				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
HC9128	Stormwater Pond Retrofit	Horsepen - Upper	Korean Orthodox Presbyterian Church, McLearen Road & Centreville Road	$430,000
HC9129	Stormwater Pond Retrofit, BMP/LID	Horsepen - Upper	West Ox Road & New Parkland Drive	$490,000
HC9132	Stormwater Pond Retrofit	Horsepen - Upper	Highland Mews Subdivision, Hutumn Court & Highland Mews Court	$210,000
HC9133	Stormwater Pond Retrofit, BMP/LID, Stream Restoration	Horsepen - Cedar	Near Glen Taylor Lane & Mother Well Court	$310,000
HC9134	Stormwater Pond Retrofit, BMP/LID	Horsepen - Upper	Kinross Circle & Scotsmore Way	$310,000
HC9136	Stormwater Pond Retrofit	Horsepen - Upper	Near Viking Drive & Pinecrest Road	$150,000
HC9137	Stream Restoration, New Stormwater Pond	Horsepen - Upper	Between Tewksbury Drive & Kettering Drive	$430,000
HC9140	Stormwater Pond Retrofit	Horsepen - Upper	Huntington Drive cul-de-sac	$370,000
HC9142	Stormwater Pond Retrofit, New Stormwater Pond	Horsepen - Upper	Quincy Adams Drive & Quincy Adams Court	$220,000
HC9143	Stormwater Pond Retrofit	Horsepen - Cedar	Off of Ashburton Avenue, near Thistlethorn Drive & Saffron Drive	$310,000
HC9149	New Stormwater Pond	Horsepen - Upper	Chasbarb Terrace & Chasbarb Court	$270,000
HC9200	Culvert Retrofit, Stream Restoration	Horsepen - Lower Middle	Near Parcher Avenue & Monaghan Drive, next to the Reflection Lake pool	$1,070,000
HC9201	Stream Restoration	Horsepen - Upper	Between Claxton Drive & Conquest Place culs-de-sac	$230,000
HC9202	Stream Restoration	Horsepen - Upper	Between Quincy Adams Court, Viking Court & Prince Harold Court culs-de-sac	$950,000
HC9500	BMP/LID	Horsepen - Middle	Wellesley Subdivision, Stratford Glen Place	$250,000
HC9503	BMP/LID	Horsepen - Frying Pan	Frying Pan Park/Kidwell Farm	$90,000
SU9002	Regional Pond Alternative Suite	Sugarland - Upper Middle	Near Wheile Ave, between Pellow Circle Terrace & Reston Ave	$860,000
SU9005	Regional Pond Alternative Suite	Sugarland - Lower Middle	Near Leesburg Pike, between Rolling Holly Drive & Sugarland Road	$780,000
SU9007	Regional Pond Alternative Suite	Sugarland - Lower Middle	Between Leesburg Pike, Fairfax County Parkway & Wiehle Avenue	$1,010,000
SU9100	Stormwater Pond Retrofit	Sugarland - Lower	Jackson Tavern Way cul-de-sac	$170,000
SU9101	Stormwater Pond Retrofit	Sugarland - Lower	Near Great Falls Way & Jackson Tavern Way	$390,000

Table ES.1 Master Project List				
Priority Structural Projects (10 Year Implementation Plan)				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
SU9103	Stormwater Pond Retrofit	Sugarland - Lower	Thomas Run Drive	$210,000
SU9106	Stormwater Pond Retrofit, BMP/LID	Sugarland - Lower Middle	Near Tralee Drive & Old Holly Drive	$400,000
SU9108	Stormwater Pond Retrofit	Sugarland - Lower Middle	Dranesville Road & Woodson Drive	$210,000
SU9110	Stormwater Pond Retrofit	Sugarland - Lower Middle	Methven Court cul-de-sac	$130,000
SU9117	Stormwater Pond Retrofit	Sugarland - Folly Lick	Dranesville Road & Hiddenbrook Drive	$500,000
SU9123	Stormwater Pond Retrofit	Sugarland - Folly Lick	Near Philmont Drive & Judd Court	$310,000
SU9129	Stormwater Pond Retrofit	Sugarland - Upper Middle	Near Quail Ridge Court cul-de-sac	$190,000
SU9130	New Stormwater Pond	Sugarland - Upper Middle	Near Jenny Ann Court cul-de-sac	$150,000
SU9135	Stormwater Pond Retrofit, BMP/LID	Sugarland - Upper Middle	Trinity Presbyterian Church	$320,000
SU9136	New Stormwater Pond	Sugarland - Upper Middle	Near Queens Row Street & Herndon Parkway	$110,000
SU9139	Stormwater Pond Retrofit	Sugarland - Upper	Towns at Stuart Pointe Subdivision, Stuart Pointe Lane	$70,000
SU9143	Stormwater Pond Retrofit	Sugarland - Upper	Near Grove Street & Herndon Parkway	$140,000
SU9144	New Stormwater Pond, BMP/LID	Sugarland - Upper Middle	Bowman Towne Drive & Fountain Drive	$200,000
SU9146	Stormwater Pond Retrofit, New Stormwater Pond	Sugarland - Upper	Next to St. Timothy's Episcopal Church, Spring Street	$130,000
SU9147	Stormwater Pond Retrofit	Sugarland - Upper	Near Edmund Halley Drive & Sunrise Valley Drive	$140,000
SU9149	New Stormwater Pond, Stream Restoration, Stormwater Pond Retrofit	Sugarland - Headwaters	Polo Fields Subdivision	$1,930,000
SU9150	New Stormwater Pond	Sugarland - Headwaters	Near Nutmeg Lane cul-de-sac	$250,000
SU9201	New Stormwater Pond, Stream Restoration	Sugarland - Folly Lick	Folly Lick stream corridor between Fantasia Drive & Monroe Street	$910,000
SU9203	Stream Restoration	Sugarland - Upper Middle	Hunters Creek HOA and Runnymede Park	$290,000
SU9204	Stream Restoration	Sugarland - Folly Lick	Herndon Centennial Park golf course	$1,880,000
SU9205	Stream Restoration	Sugarland - Upper Middle	Fairfax County Parkway & Walnut Branch Road	$810,000
SU9208	Stream Restoration	Sugarland - Headwaters	Near Sanibel Drive & Tigers Eye Court culs-de-sac	$1,170,000
SU9209	Stream Restoration	Sugarland - Headwaters	Pinecrest Road & Glade Drive	$290,000
SU9210	Stream Restoration	Sugarland - Headwaters	Fox Mill Road & Keele Drive	$80,000
SU9500	BMP/LID	Sugarland - Upper Middle	Herndon High School	$850,000

Table ES.1 Master Project List				
Priority Structural Projects (10 Year Implementation Plan)				
Project #	**Project Type**	**WMA**	**Location**	**Cost**
SU9502	BMP/LID	Sugarland - Upper Middle	Herndon Elementary School	$580,000
SU9504	BMP/LID	Sugarland - Upper Middle	Reston North Park	$130,000
SU9505	BMP/LID	Sugarland - Upper	Near Elden Street & Van Buren Street	$380,000
SU9509	BMP/LID	Sugarland - Upper Middle	Trader Joe's	$330,000
SU9512	BMP/LID	Sugarland - Upper Middle	Reston Hospital	$200,000
SU9514	BMP/LID	Sugarland - Upper	Sunset Hills Road & Fairfax County Parkway	$290,000
SU9515	BMP/LID	Sugarland - Upper	Sunset Hills Road & Town Center Parkway	$200,000
			Total Cost:	***$29,560,000***

Long-term Structural Projects (25 Year Implementation Plan)			
Project #	**Project Type**	**WMA**	**Location**
HC9100	Stormwater Pond Retrofit	Horsepen - Lower Middle	Rock Hill Road & Turquoise Lane
HC9101	Stormwater Pond Retrofit	Horsepen - Lower Middle	Near Spring Knoll Drive & Summerset Place
HC9103	Stormwater Pond Retrofit	Horsepen - Middle	Dulles Int'l Airport, near Sully Rd & electric substation
HC9104	New Stormwater Pond	Horsepen - Merrybrook	Centreville Road & McNair Farms Drive
HC9111	Stormwater Pond Retrofit	Horsepen - Frying Pan	Near Frying Pan Road & Coppermine Road
HC9113	Stormwater Pond Retrofit	Horsepen - Middle	Towerview Road cul-de-sac
HC9115	Stormwater Pond Retrofit, New Stormwater Pond	Horsepen - Middle	Near Mustang Drive & Maverick Lane
HC9117	Stormwater Pond Retrofit	Horsepen - Frying Pan	Monroe Manor Drive cul-de-sac
HC9124	Stormwater Pond Retrofit	Horsepen - Frying Pan	Near Locksley Court cul-de-sac
HC9125	New Stormwater Pond	Horsepen - Upper	Near Spring Chapel Court cul-de-sac
HC9130	Stormwater Pond Retrofit	Horsepen - Upper	Middleton Farm Subdivision, between Middleton Farm Lane & Blue Holly Lane culs-de-sac
HC9131	Stormwater Pond Retrofit, Culvert Retrofit	Horsepen - Upper	Near West Ox Road & McLearen Road
HC9135	Stormwater Pond Retrofit	Horsepen - Cedar	Near Emerald Chase Drive & Rover Glen Court
HC9138	New Stormwater Pond	Horsepen - Cedar	Near Emerald Chase Drive & Ruby Lace Court
HC9139	New Stormwater Pond	Horsepen - Upper	Near Bradwell Road & Litchfield Drive
HC9146	Stormwater Pond Retrofit, BMP/LID	Horsepen - Cedar	Near Ashburton Avenue & Wheeler Way

Table ES.1 Master Project List			
Long-term Structural Projects (25 Year Implementation Plan)			
Project #	**Project Type**	**WMA**	**Location**
HC9148	Stormwater Pond Retrofit, New Stormwater Pond	Horsepen - Upper	Near Glenbrooke Woods Drive cul-de-sac
HC9302	Area-wide Drainage Improvement	Horsepen - Cedar	Burchlawn Street cul-de-sac
HC9400	Culvert Retrofit	Horsepen - Lower Middle	Near Rock Hill Road & Innovation Avenue
HC9401	Culvert Retrofit	Horsepen - Lower Middle	Near Rock Hill Road & Innovation Avenue
HC9501	BMP/LID	Horsepen - Middle	Along stream corridor between Floris Street & Mountainview Court
HC9502	BMP/LID	Horsepen - Middle	Floris Elementary School
HC9505	BMP/LID	Horsepen - Upper	Near Emerald Chase Drive & Lazy Glen Court
SU9001	Regional Pond Alternative Suite	Sugarland - Lower Middle	Near Rowland Drive & Heather Way
SU9105	Stormwater Pond Retrofit	Sugarland - Lower	Air View Lane
SU9107	Stormwater Pond Retrofit	Sugarland - Lower Middle	Near Leesburg Pike & Fairfax County Parkway
SU9111	Stormwater Pond Retrofit	Sugarland - Lower Middle	Dranesville Road & Woodson Drive
SU9112	Stormwater Pond Retrofit	Sugarland - Lower Middle	East of Dranesville Road & Butter Churn Drive
SU9115	Stormwater Pond Retrofit	Sugarland - Lower Middle	Hastings Hunt Section 6 and Jenkins Ridge Subdivisions
SU9118	Stormwater Pond Retrofit	Sugarland - Folly Lick	Near stream corridor in Dranesville Estate Section 1 and 2
SU9120	Stormwater Pond Retrofit	Sugarland - Upper Middle	Near Eddyspark Drive & Kingsvale Circle
SU9121	Stormwater Pond Retrofit, New Stormwater Pond	Sugarland - Folly Lick	East of Millikens Bend Road near Millbank Way & Westlodge Court
SU9122	Stormwater Pond Retrofit	Sugarland - Folly Lick	Baptist Temple of Herndon
SU9124	Stormwater Pond Retrofit	Sugarland - Upper Middle	Near Rosiers Branch Drive & Heather Down Drive
SU9127	Stormwater Pond Retrofit	Sugarland - Folly Lick	Herndon United Methodist Church
SU9128	Stormwater Pond Retrofit	Sugarland - Upper Middle	Between the Fawn Ridge Lane culs-de-sac
SU9133	New Stormwater Pond, BMP/LID	Sugarland - Folly Lick	Near Crestview Drive & Bond Street
SU9137	New Stormwater Pond	Sugarland - Upper Middle	Walnut Branch Road & Purple Sage Court
SU9140	New Stormwater Pond, Stormwater Pond Retrofit	Sugarland - Upper	Safeway; corner of Post Drive & Grove Street
SU9141	Stormwater Pond Retrofit	Sugarland - Upper	Substation near Grove Street & Grant Street

Table ES.1 Master Project List			
Long-term Structural Projects (25 Year Implementation Plan)			
Project #	**Project Type**	**WMA**	**Location**
SU9142	Stormwater Pond Retrofit	Sugarland - Folly Lick	Near Spring Street & Wood Street
SU9200	Stream Restoration	Sugarland - Lower Middle	Near Dranesville Road & Woodson Drive
SU9202	Stream Restoration	Sugarland - Folly Lick	Near Herndon Parkway & Stevenson Court
SU9206	Stream Restoration	Sugarland - Upper	Near Herndon Parkway & Tamarack Way
SU9207	Stream Restoration	Sugarland - Upper	Near Fairfax County Parkway & New Dominion Parkway
SU9400	Culvert Retrofit	Sugarland - Lower	Near Kentland Drive & Parrish Farm Lane
SU9501	BMP/LID	Sugarland - Upper Middle	Lake Newport Road & North Point Drive
SU9510	BMP/LID	Sugarland - Upper	Near Elden Street & Fairfax County Parkway
SU9511	BMP/LID	Sugarland - Folly Lick	Dulles Park Court & Alabama Drive
SU9513	BMP/LID	Sugarland - Upper	Near Old Dominion Avenue & Aspen Drive

Non-Structural Projects			
Project #	**Project Type**	**WMA**	**Location**
HC9901	Buffer Restoration, Rain Barrel Programs	Horsepen - Cedar	Near Ashburton Avenue & Thistlethorn Drive
HC9902	Buffer Restoration	Horsepen - Frying Pan	Stream corridors near Copper Bed Road & Copper Hill Road
HC9903	Buffer Restoration, Rain Barrel Programs	Horsepen - Lower Middle	Reflection Lake HOA & Four Season HOA (Herndon)
HC9904	Conservation Acquisition Project/ Land Conservation Coordination Project	Horsepen - Middle	Stream corridors near Sully Road & Park Center Road
HC9905	Conservation Acquisition Project/ Land Conservation Coordination Project, Dumpsite/ Obstruction Removal, Buffer Restoration	Horsepen - Upper	Stream corridors near McLearen Road & Cobra Drive
HC9906	Rain Barrel Programs	Horsepen - Upper	Chantilly Highlands
HC9907	Conservation Acquisition Project/ Land Conservation Coordination Project, Buffer Restoration	Horsepen - Merrybrook	Centreville Road & Woodland Park Road
SU9900	Rain Barrel Programs	Sugarland - Folly Lick	Westfield, Fortnightly Square, Haloyon of Herndon Sect 5, Van Vlecks, Ballou, Saubers, Herndon Station, Herndon Park Station and Chandon Subdivisions
SU9901	Buffer Restoration	Sugarland - Lower Middle	Near Leesburg Pike & Rolling Holly Drive
SU9902	Rain Barrel Programs	Sugarland - Lower Middle	Sugar Creek Sec. 1, Stuart Hills, Cedar Chase, Oak Creek Estates, Forest Heights Estates, Stoney Creek Woods, Hastings Hunt sec. 6, portion of Jenkins Ridge, Holly Knoll and Crestbrook Subdivisions

Table ES.1 Master Project List			
Non-Structural Projects			
Project #	**Project Type**	**WMA**	**Location**
SU9903	Conservation Acquisition Project/ Land Conservation Coordination Project	Sugarland - Lower Middle	Stream corridor near Leesburg Pike & Holly Knoll Drive
SU9904	Community Outreach/ Public Education	Sugarland - Lower Middle	Near Heather Way cul-de-sac
SU9905	Rain Barrel Programs	Sugarland - Upper	Crestview Sec. 1, Runnymede Manor, Stuart Woods, Reston Sec. 49 and Towns at Stuart Pointe Subdivisions
SU9906	Buffer Restoration	Sugarland - Upper	Near Fairfax County Parkway & Sunset Hills Road
SU9907	Conservation Acquisition Project/ Land Conservation Coordination Project, Buffer Restoration	Sugarland - Upper	Stream corridors near Herndon Parkway & Fairbrook Drive
SU9908	Rain Barrel Programs	Sugarland - Upper Middle	Stuart Ridge, Shaker Woods, Shaker Grove, Kingstream, Hunters Creek, Potomac Fairways, Iron Ridge Sec. 2, Graymoor, Chestnut Grove, Old Drainsville Hunt Club, Jeneba Woods, Reston Sec. 49 and Sugar Land Heights Subdivisions
SU9909	Rain Barrel Programs	Sugarland - Headwaters	Polo Fields Subdivision
SU9910	Buffer Restoration	Sugarland - Headwaters	Fairfax County Parkway & Dulles Access Road
SU9911	Conservation Acquisition Project/ Land Conservation Coordination Project	Sugarland - Headwaters	Sunrise Valley Wetland Park

Board Agenda Item
December 7, 2010

ACTION - 3

Adoption of a Resolution Approving the Issuance by the Fairfax County Economic Development Authority of its Revenue Bonds to Refinance Capital Improvements to Existing Facilities and a New Parking Garage at Arleigh Burke Pavilion

ISSUE:
Requesting that the Fairfax County Economic Development Authority to issue revenue bonds up to $30,000,000 for the benefit of Vinson Hall Corporation (VHC).

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors adopt the attached resolution.

TIMING:
Board action is requested on December 7, 2010.

BACKGROUND:
The Fairfax County Economic Development Authority has received a request from Vinson Hall Corporation (VHC) to issue up to $30,000,000 of its revenue bonds to assist in the financing of one or more of the following projects, located or to be located at the Applicant's retirement facility located at 6251 Old Dominion Drive, McLean, Virginia 22101: (1) the refunding of debt incurred or reimbursement of expenditures made in connection with the acquisition of land, and the acquisition, construction, equipping and renovation of certain existing facilities of the Applicant; (2) the acquisition, construction and equipping of new facilities for the Applicant, including a new parking garage and certain other capital expenditures of the Applicant; and (3) the funding of certain reserve funds, capitalized interest account and costs of issuance as may be necessary to the proposed issuance of the bonds (collectively, the "Project").

FISCAL IMPACT:
None. This action does not constitute a debt obligation of the County or the Board of Supervisors.

Board Agenda Item
December 7, 2010

ENCLOSED DOCUMENTS:
Attachment 1 - Resolution of the Board of Supervisors
Attachment 2 - Certificate of Public Hearing with supporting documents
Attachment 3 - Fiscal Impact Statement

STAFF:
Anthony H. Griffin, County Executive
Gerald L. Gordon, Director, Fairfax County Economic Development Authority
Thomas O. Lawson, Counsel to Fairfax County Economic Development Authority

RESOLUTION
OF THE BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

WHEREAS, the Fairfax County Economic Development Authority (the "Authority") has approved the application of Vinson Hall Corporation (the "Company") requesting that the Authority issue up to $30,000,000 of its revenue bonds (the "Bonds") to assist the Company in (a) refunding the outstanding principal amount of the Authority's Residential Care Facility Refunding Revenue Bond (Vinson Hall Project), Series 1996, originally issued to refinance capital improvements at the Company's assisted living facility (the "Arleigh Burke Pavilion Facility") and at the Company's independent living facility (the "Vinson Hall Facility"), (b) refunding the outstanding principal amount of the Authority's Assisted Living Facility Revenue Bonds (Vinson Hall Corporation Project), Series 2000 originally issued to finance capital improvements at the Company's assisted living facility (the "Kirby Road Assisted Living Facility," and together with the Arleigh Burke Pavilion Facility and the Vinson Hall Facility, the "Facilities"), (c) refinancing the outstanding principal amount of a line of credit and a taxable loan, both incurred for purposes of financing capital improvements at the Facilities, (d) financing additional capital improvements at the Facilities, including but not limited to, a new 124 space parking garage at the Arleigh Burke Pavilion Facility, and (e) financing costs related to the issuance of the Bonds, and has held a public hearing on November 9, 2010 (the "Plan of Finance");

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds;

WHEREAS, the Authority issues its bonds on behalf of Fairfax County, Virginia (the "County"), the Project is located in the County and the Board of Supervisors of Fairfax County, Virginia (the "Board"), constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA:

1. The Board approves the issuance of the Bonds by the Authority for the benefit of the Company, as required by Section 147(f) of the Code and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code") to permit the Authority to assist in accomplishing the Plan of Finance.

2. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Finance or the Company.

3. This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of Fairfax County, Virginia this ___ day of November, 2010.

_____
Clerk, Board of Supervisors, Fairfax County, Virginia

[SEAL]

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CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") certifies as follows:

1. A meeting of the Authority was duly called and held on Tuesday, November 9, 2010, at 6:00 p.m. at the Authority offices at 8300 Boone Boulevard, Suite 450, Vienna, Virginia 22182, pursuant to proper notice given to each Director of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chairman announced the commencement of a public hearing on the application of Vinson Hall Corporation, a Virginia nonprofit nonstock corporation, and that a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in Fairfax County, Virginia (the "Notice"), with the second publication appearing not less than six days nor more than twenty-one days prior to the hearing date. A copy of the Notice is attached and has been filed with the minutes of the Authority and is attached as Exhibit A.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of an approving resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Directors present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this ____ day of November, 2010.

Secretary, Fairfax County Economic Development Authority

[SEAL]

Exhibits:

A - Copy of Certified Notice
B - Summary of Statements
C - Approving Resolution

The Examiner.
WASHINGTON

PROOF OF PUBLICATION

I, Alicia Willis, of The Washington Examiner, (Virginia Edition) a newspaper in the area of Virginia, published in the English language and located in the Virginia area, and entered in a newspaper of record according to the Laws and Regulations of the United States of America for 52 successive Weeks or more prior to the issue of November 2, 2010 notice of:

Vinson Hall Corporation
for McGuire Woods LLP

Attached hereto has been published on October 26 & November 2, 2010.

Alicia Willis

2nd day of November 2010

ELLA JANE WASHINGTON
COMMONWEALTH OF VIRGINIA
Expires 02-28-14
7312341
NOTARY PUBLIC

Ad Number: 701984
End Date: November 2, 2010
Run Date: Oct 26 & November 2, 2010
Vinson Hall Corporation
McGuire Woods LLP

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND FINANCING BY FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Notice is hereby given that the Fairfax County Economic Development Authority (the "Authority") will hold a public hearing on the application of Vinson Hall Corporation (the "Company") whose address is 6251 Old Dominion Drive, McLean, Virginia 22101. The Company has requested the Authority to issue up to $30,000,000 of its revenue bonds (the "Bonds"), in one or more series at one time or from time to time, the proceeds of which will be loaned to the Company to (a) refund the outstanding principal amount of the Authority's Residential Care Facility Refunding Revenue Bond (Vinson Hall Project), Series 1996, originally issued to refinance capital improvements at the Company's assisted living facility located at 1739 Kirby Road, McLean, Virginia 22101 (the "Arleigh Burke Pavilion Facility") and at the Company's independent living facility located at 6251 Old Dominion Drive, McLean, Virginia 22101 (the "Vinson Hall Facility"), (b) refund the outstanding principal amount of the Authority's Assisted Living Facility Revenue Bonds (Vinson Hall Corporation Project), Series 2000, originally issued to finance capital improvements at the Company's assisted living facility located at 1728 Kirby Road, McLean, Virginia 22101 (the "Kirby Road Assisted Living Facility" and together with the Arleigh Burke Pavilion Facility and the Vinson Hall Facility, the "Facilities"), (c) refinance the outstanding principal amount of a line of credit and a taxable loan, both incurred for purposes of financing capital improvements at the Facilities, (d) finance additional capital im-

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EXHIBIT B

Summary of Statements

Representatives of Vinson Hall Corporation appeared before the Authority to explain the proposed revenue bond issue. No one appeared in opposition to the proposed revenue bond issue.

November 9, 2010

Board of Supervisors
Fairfax County, Virginia
12000 Government Center Parkway
Fairfax, Virginia 22035

Fairfax County Economic Development Authority
Approval of Proposed Revenue Bond Financing
for Vinson Hall Corporation

Vinson Hall Corporation (the "Applicant"), a Virginia nonprofit nonstock corporation, and whose address is 6251 Old Dominion Drive, McLean, Virginia 22101, has requested the Fairfax County Economic Development Authority (the "Authority") issue up to $30,000,000 of its revenue bonds from time to time and in one or more series (the "Bonds"), the proceeds of which will be used to (a) refund the outstanding principal amount of the Authority's Residential Care Facility Refunding Revenue Bond (Vinson Hall Project), Series 1996, originally issued to refinance capital improvements at the Company's assisted living facility (the "Arleigh Burke Pavilion Facility") and at the Company's independent living facility (the "Vinson Hall Facility"), (b) refund the outstanding principal amount of the Authority's Assisted Living Facility Revenue Bonds (Vinson Hall Corporation Project), Series 2000 originally issued to finance capital improvements at the Company's assisted living facility (the "Kirby Road Assisted Living Facility," and together with the Arleigh Burke Pavilion Facility and the Vinson Hall Facility, the "Facilities"), (c) refinance the outstanding principal amount of a line of credit and a taxable loan, both incurred for purposes of financing capital improvements at the Facilities, (d) finance additional capital improvements at the Facilities, including but not limited to, a new 124 space parking garage at the Arleigh Burke Pavilion Facility, and (e) finance costs related to the issuance of the Bonds (collectively, the "Plan of Finance").

As set forth in the approving resolution of the Authority attached hereto (the "Resolution"), the Authority has authorized the issuance of the Bonds to accomplish the Plan of Finance. The Authority has conducted a public hearing on the Plan of Finance and has recommended that you approve the Plan of Finance and the issuance of the Bonds by the Authority as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code").

Attached hereto is (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority, (2) the Fiscal Impact Statement required pursuant to Section 15.2-4907 of the Virginia Code, (3) the form of resolution suggested by counsel to evidence your approval and (4) a copy of the Authority's resolution authorizing the issuance of the Bonds to accomplish the Plan of Finance.

Secretary, Fairfax County Economic Development Authority

RESOLUTION OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY APPROVING THE ISSUANCE AND SALE OF ITS REVENUE BOND IN A PRINCIPAL AMOUNT NOT TO EXCEED $30,000,000 FOR THE BENEFIT OF VINSON HALL CORPORATION

A. The Fairfax County Economic Development Authority (the "Authority") is a political subdivision of the Commonwealth of Virginia empowered by the provisions of the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (collectively, the "Act"), to issue its revenue bonds for, among other purposes, the financing of facilities for use by organizations which are exempt from federal income taxation pursuant to §501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and which are exempt from federal income taxation pursuant to §501(a) of the Code, and is further empowered to issue its revenue bonds for the purpose of carrying out its powers.

B. The Authority has received a request from Vinson Hall Corporation (the "Borrower") requesting the Authority to issue and sell its revenue bond (the "Bond"), pursuant to the Act, for the purpose of assisting the Borrower in (a) refunding the outstanding principal amount of the Authority's Residential Care Facility Refunding Revenue Bond (Vinson Hall Project), Series 1996, originally issued to refinance capital improvements at the Borrower's assisted living facility (the "Arleigh Burke Pavilion Facility") and at the Borrower's independent living facility (the "Vinson Hall Facility"), (b) refunding the outstanding principal amount of the Authority's Assisted Living Facility Revenue Bonds (Vinson Hall Corporation Project), Series 2000 originally issued to finance capital improvements at the Borrower's assisted living facility (the "Kirby Road Assisted Living Facility," and together with the Arleigh Burke Pavilion Facility and the Vinson Hall Facility, the "Facilities"), (c) refinancing the outstanding principal amount of a line of credit and a taxable loan, both incurred for purposes of financing capital improvements at the Facilities, (d) financing additional capital improvements at the Facilities, including but not limited to, a new 124 space parking garage at the Arleigh Burke Pavilion Facility, and (e) financing costs related to the issuance of the Bond (collectively, the "Plan of Finance").

C. The Plan of Finance has been described to the Authority and a public hearing after public notice has been held as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and Section 15.2-4906 of the Act.

D. The Borrower, in its application to the Authority, has requested the Authority to issue the Bond under the Act in a maximum principal amount not to exceed $30,000,000 for purposes of accomplishing the Plan of Finance.

E. The Bond is expected to be sold to Branch Banking and Trust Company (the "Bank") pursuant to a Bond Purchase and Loan Agreement (the "Agreement"), among the Authority, the Borrower and the Bank.

F. A form of the Agreement, including a form of the Bond attached thereto, has been made available to the Board of Directors of the Authority and filed with the Authority's records.

G. No member of the Board of Directors of the Authority is an officer or employee of Fairfax County, Virginia, and each member has, before entering upon his or her duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended. At the time of their appointments and at all times thereafter, including the date hereof, all of the members of the Board of Directors of the Authority have satisfied the residency requirements of the Act.

H. No member of the Board of Directors of the Authority has engaged in conduct prohibited under the Conflict of Interest Act, Chapter 40.1, Title 2.1 of the Code of Virginia of 1950, as amended, in connection with this Resolution, the Bond, the Agreement or any other official action of the Authority in connection therewith.

After careful consideration and in furtherance of the public purposes for which the Authority was created, NOW, THEREFORE, BE IT RESOLVED THAT:

1. The issuance of the Bond, to be styled the "Fairfax County Economic Development Authority Residential Care Facility Revenue and Refunding Bond (Vinson Hall Corporation), Series 2010," with a principal amount, maturity, and interest rate consistent with the Bond Terms (as defined below), is hereby authorized and approved. The Bond shall be issued in an aggregate principal amount not to exceed $30,000,000, shall bear interest as provided and mature on the date set forth therein and shall mature no later than 25 years from the date of issuance (the "Bond Terms"). The final principal amount and terms of the Bond is to be determined by the Chairman or Vice Chairman as evidenced by his or her execution of the Agreement. The Bond shall be in substantially the form attached as an exhibit to the Agreement.

2. The execution and delivery of the Agreement is hereby approved. The Chairman and Vice Chairman of the Authority, either of whom may act, are each authorized to execute the Bond on behalf of the Authority, and, if required, the Secretary/Treasurer and any Assistant Secretary of the Authority, either of whom may act, are authorized to affix and attest the seal of the Authority to the Bond and the Agreement, in a form consistent with the Bond Terms, as may be approved by the Chairman or the Vice Chairman of the Authority, either of whom may act, whose approval shall be evidenced conclusively by their execution and delivery thereof. Each officer of the Authority is authorized to execute and deliver on behalf of the Authority such other instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Bond and the Agreement, and all of the foregoing, previously done or performed by such officers of the Authority, are in all respects approved, ratified and confirmed.

3. The Chairman, Vice Chairman and Secretary/Treasurer of the Authority are hereby authorized and directed to have the Bond prepared, to have the Bond executed pursuant to the Agreement and this Resolution, to deliver the Bond to the registered owner thereof.

4. It is hereby found and determined that the issuance of the Bond will be in the public interest and will promote industry, develop trade and increase employment opportunities for the benefit of the inhabitants of the Commonwealth and Fairfax County, Virginia, either through the increase of commerce or through the promotion of safety, health, welfare,

convenience or prosperity of the Commonwealth and Fairfax County, Virginia, and their citizens.

5. At the request of the Borrower, the Authority approves McGuireWoods LLP, Richmond, Virginia, as Bond Counsel in connection with the issuance of the Bond.

6. All costs and expenses in connection with the Plan of Finance and the issuance of the Bond, including the fees and expenses of Bond Counsel and counsel to the Authority, shall be paid by the Borrower or, to the extent permitted by applicable law, from the proceeds of the Bond. If for any reason the Bond is not issued, it is understood that all such expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor.

7. The Borrower shall pay any and all costs and expenses incurred by the Authority in connection with the proposed bond issue. If for any reason the Bond is not issued, it is understood that the Borrower will reimburse the Authority for all of its out-of-pocket expenses relating to the proposed bond financing.

8. The Authority recommends that the Board of Supervisors of Fairfax County, Virginia, approve the issuance of the Bond and the Plan of Finance.

9. No Bond may be issued pursuant to this resolution until such time as the issuance of the Bond and the Plan of Finance has been approved by the Board of Supervisors of Fairfax County, Virginia.

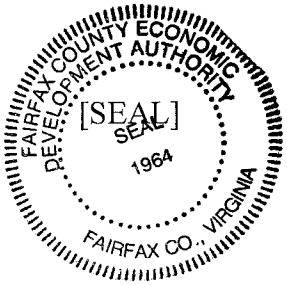
10. This resolution will take effect immediately upon its adoption.

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority"), certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the members of the Authority present and voting at a meeting duly called and held on November 9, 2010, in accordance with law, with a quorum present and acting throughout, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

Dated: November 9, 2010

Secretary, Fairfax County Economic Development Authority



ATTACHMENT 3

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING

Date: November 9, 2010

To the Board of Supervisors
of Fairfax County, Virginia

Applicant: Vinson Hall Corporation

Facility/ Plan of Finance: (a) refund the outstanding principal amount of the Authority's Residential Care Facility Refunding Revenue Bond (Vinson Hall Project), Series 1996, originally issued to refinance capital improvements at the Company's assisted living facility located at 1739 Kirby Road, McLean, Virginia 22101 (the "Arleigh Burke Pavilion Facility") and at the Company's independent living facility located at 6251 Old Dominion Drive, McLean, Virginia 22101 (the "Vinson Hall Facility"), (b) refund the outstanding principal amount of the Authority's Assisted Living Facility Revenue Bonds (Vinson Hall Corporation Project), Series 2000 originally issued to finance capital improvements at the Company's assisted living facility located at 1728 Kirby Road, McLean, Virginia 22101 (the "Kirby Road Assisted Living Facility," and together with the Arleigh Burke Pavilion Facility and the Vinson Hall Facility, the "Facilities"), (c) refinance the outstanding principal amount of a line of credit and a taxable loan, both incurred for purposes of financing capital improvements at the Facilities, (d) finance additional capital improvements at the Facilities, including but not limited to, a new 124 space parking garage at the Arleigh Burke Pavilion Facility, and (e) finance costs related to the issuance of the Bonds.

1.	Maximum amount of financing sought	$ 30,000,000
2.	Estimated taxable value of the facility's real property to be constructed in the locality.	$ 6,000,000
3.	Estimated real property tax per year using present tax rates.	$ N/A
4.	Estimated personal property tax per year using present tax rates.	$ 4,000
5.	Estimated merchants' capital tax per year using present tax rates.	$ N/A
6.	(a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality	$ 601,459
	(b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality	$ 109,734
	(c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality	$ 118,711
	(d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality	$ 292,014
7.	Estimated number of regular employees on year round basis.	205
8.	Average annual salary per employee.	$ 40,500

Chairman, Fairfax County Economic Development Authority

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Board Agenda Item
December 7, 2010

ACTION - 4

Endorsement of the Chief Administrative Officers Task Force's Comments Regarding the Preliminary FY 2012 Virginia Railway Express Budget

ISSUE:
Board endorsement of the Chief Administrative Officers (CAO) Task Force's initial recommendations regarding the proposed FY 2012 Virginia Railway Express (VRE) budget.

RECOMMENDATION:
The County Executive recommends that the Board endorse the CAO Task Force's primary recommendation on the FY 2012 VRE budget. The recommendation is:

1. VRE should balance the FY 2012 budget without a jurisdictional subsidy increase.

TIMING:
The Board should act on this item on December 7, 2010, because this is the last Board meeting before the VRE Operations Board considers adoption of the FY 2012 VRE budget on December 17, 2010.

BACKGROUND:
The VRE Chief Executive Officer presented the preliminary FY 2012 budget to the VRE Operations Board on August 20, 2010. The FY 2012 budget included an unfunded amount of approximately $2.5 million. The shortfall was primarily attributed to lower than budgeted state operating and capital revenue to VRE and a decrease in federal funds for operations.

The budget was referred to the local jurisdictions for review and comment. Since August, a staff task force, organized by CAOs of the VRE jurisdictions, has reviewed the preliminary budget and met with VRE staff to discuss it in detail.

The CAO Task Force is preparing a final report summarizing its review of the FY 2012 budget and offering any further recommendations that may be developed. The Task Force and VRE staff met on September 14, October 12, and November 16, 2010, to discuss recommendations. The CAOs will meet in early December 2010, before the December VRE Operations Board meeting, to officially review the Task Force's recommendations and receive the VRE staff response. After the multiple meetings, phone conversations and on-line discussions between the Task Force and VRE staff, it is anticipated that VRE will deliver a balanced budget by the December 17, 2010, VRE Operations Board meeting.

The VRE staff's strategies to balance the budget do not include a fare increase or increase in local jurisdictional subsidies. Although the Task Force's report is not finalized, it will contain one primary recommendation for the budget. The recommendation is as follows:

1. Balance the FY 2012 Budget Without an Increase to the Local Subsidy

In August 2010, VRE staff calculated a projected shortfall for the FY 2012 budget of $2.5 million. The shortfall was primarily attributed to lower than budgeted state operating and capital revenue to VRE, a net decrease in federal funds for operations, which was a federal match on the Capital Cost of Contracting, and an increase as the result of contractual increases to Amtrak, Keolis, Norfolk Southern and CSX Railroads. At the onset, all VRE participating jurisdictions emphasized to VRE that they could not afford a subsidy increase for FY 2012, due to the national economic crisis, exacerbated by their own forecasted financial problems. In response, the VRE Chief Executive Officer agreed to maintain the total FY 2012 jurisdictional subsidy level. However, doing so did not affect the incorporation of changes which will occur as a result of the adopted Master Agreement allocation formula change and the October 2010 passenger survey.

FISCAL IMPACT:
The preliminary FY 2012 VRE budget includes an estimated total jurisdictional subsidy of $16,400,000. Based on the most recent information received, Fairfax County's portion of the total FY 2012 local subsidy is not expected to exceed $4,907,000, which is approximately the same amount as the FY 2011 subsidy. Fairfax County's FY 2012 subsidy level should be available in mid-December 2010.

When the final amount of Fairfax County's share is known, the County Executive will include that amount in the FY 2012 Advertised Budget Plan. The Board is not being asked to approve Fairfax County's FY 2012 VRE subsidy at this time.

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
Katharine D. Ichter, Director, Fairfax County Department of Transportation (FCDOT)
Tom Biesiadny, Chief, Coordination and Funding Division, FCDOT
Mike Lake, Senior Transportation Planner, Coordination and Funding Division, FCDOT

Board Agenda Item
December 7, 2010

ACTION – 5

Approval of Vamoose Bus Lease Agreement (Mount Vernon District)

ISSUE:
Board approval of a Lease Agreement between Vamoose Bus and Fairfax County to permit Vamoose buses to utilize Fairfax Connector bus bays at the Virginia Railway Express (VRE) Lorton Station to provide express bus service to and from New York City.

RECOMMENDATION:
The County Executive recommends that the Board approve, in substantial form, the attached Lease Agreement with Vamoose Bus and its bus operator, DC Trails, and authorize the Director of the Department of Transportation to execute the finalized agreement on behalf of Fairfax County.

TIMING:
Board action is requested on December 7, 2010, to allow Vamoose Bus to begin its operations on January 1, 2011.

BACKGROUND:
On March 23, 2010, Mr. Charles Kauffman, Regional Community Relations Manager for Vamoose Bus, contacted the Fairfax County Department of Transportation to request extending its express bus service to New York City by adding a bus stop at the Lorton VRE Station. He requested permission to utilize an unused Fairfax Connector bus bay for two morning departures to New York, and four evening return trips.

Vamoose Bus passengers board at sidewalk bus stops rather than a bus terminal. Vamoose personnel assist passengers on and off the bus, handle luggage, maintain and clean the bus stop area. Buses offer wireless internet connections, plug-ins, and restrooms as amenities for travelers. Vamoose will employ a local manager and staff as needed for the Lorton Station. The bus operator for Vamoose Bus is DC Trails Tour and Charter Bus Company located in Lorton, Virginia.

County staff, Vamoose Bus and DC Trails representatives have met several times to finalize an agreement. The proposed Lease Agreement is included as Attachment I. The initial term of the lease is for a period commencing on January 1, 2011, and

terminating at midnight on June 30, 2012. The parties have the option to extend this agreement by mutual agreement prior to April 30, 2012.

FISCAL IMPACT:
There is no fiscal impact as a result of this agreement.

ENCLOSED DOCUMENTS:
Attachment I: Vamoose Bus and DC Trails Lease Agreement

STAFF:
Anthony H. Griffin, Deputy County Executive
Ellen F. M. Posner, Assistant County Attorney, Office of the County Attorney
Katharine D. Ichter, Director, Fairfax County Department of Transportation (FCDOT)
Rollo C. Axton, Chief, Transit Services Division; (FCDOT)
Christy Wegener, Section Chief, Fairfax Connector, (FCDOT)
Tom Biesiadny, Chief, Coordination and Funding Division, (FCDOT)
Michael Lake, Transportation Planner (FCDOT)

Attachment I

AGREEMENT

between

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

and

VAMOOSE BUS, INC. AND DC TRAILS,INC.

Dated December __, 2010

AGREEMENT

This DEED OF LEASE AGREEMENT ("Lease") made as of the ___ day of _____, 2010, by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic, having an address at 12000 Government Center Parkway, Fairfax, Virginia 22035 ("Landlord"), **VAMOOSE BUS , Inc., a Maryland corporation and DC TRAILS, Inc. a Virginia corporation** ("Tenant").

WHEREAS, Vamoose Bus Inc., is a vendor of bus tickets to the public for bus trips between New York City and the Washington DC metropolitan area, with stops in Maryland and Virginia; and

WHEREAS, D C Trails, Inc , is a bus transportation operator between New York City and the Washington DC metropolitan area, with stops in Maryland and Virginia that provides the buses and drivers to Vamoose to meets its schedule of trips; and

WHEREAS, The Tenant has approached Fairfax County with its desire to expand their operations by providing economy express service between New York City and Lorton, Virginia, (specifically the Lorton Virginia Railway Express (VRE) Station parking lot); and

WHEREAS, Fairfax County owns the property on which the Lorton VRE station parking lot is located; and

WHEREAS, the County has capacity at the Lorton VRE Station to accommodate this service; and

WHEREAS, there is one unused bus bay at the Lorton VRE Station that the Tenant would like to use for their operations; and,

WHEREAS, The Tenant has stated, which statements have been confirmed by representatives of the Arlington County Chamber of Commerce and the Greater Bethesda-Chevy Chase Chamber of Commerce, that they are valued members of the community engaging in local activities; actively involved in the chambers of commerce; helping to attract visitors and businesses to the community; and will benefit Fairfax County by providing this new cost-effective service from Lorton;

NOW THEREFORE, in consideration of this Agreement, the Premises, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by Landlord and Tenant, the parties hereto agree as follows:

ARTICLE ONE
Premises

Section 1.01. The foregoing demise is made subject to the following:

(a) All restrictions, regulations and statutes, and amendments and additions thereto, of any and all federal, state, county, and municipal authorities having jurisdiction thereof;

(b) All covenants, restrictions, easements, reservations and agreements recorded prior to the date of execution of this Agreement;

(c) Building restrictions and regulations, zoning ordinances and regulations and any amendments thereto now or hereafter in force and effect;

(d) The condition and state of repair of the Premises as the same may be on the Effective Date, including all deterioration, injury, loss, or damage which may have occurred prior to such date.

ARTICLE TWO
Term of the Lease and Contingencies

Section 2.01. The initial term of the Lease ("Initial Term") shall be for a period commencing on January 1, 2011 ("Effective Date"), and terminating at midnight on June 30, 2012 ("Initial Term Termination Date"). The parties may extend this agreement by mutual agreement prior to November 1, 2011.

ARTICLE THREE
Use of Premises

Section 3.01. Tenant is entitled to use one bus bay at the Lorton VRE Station described in Exhibit I. hereto ("Premises") for an aggregate of six trips per day, seven days a week, 365 days per year—initially two morning bus trips and four afternoon/evening bus trips. The parties may agree to modifications to the number of bus trips periodically in writing but no more frequently than monthly. Adjustments in the number of buses will result in an adjustment in rent per Section 5.01 of this Agreement effective with the change in the number of trips.. Patrons of the tenant are entitled to park in designated areas of the Lorton VRE Station parking lot. The Tenant shall indemnify and hold Landlord harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable attorneys' fees, including the value of legal services if provided by the County Attorney's Office, arising out of, by reason of, or in account of, any violation of or default in the requirements set forth in this Section 3.01.

Without limiting the foregoing, Tenant shall not use or occupy, or permit or suffer the Premises or any part thereof to be used or occupied (i) for any unlawful or illegal business, use or purpose, (ii) for any business, use or purpose involving or producing any "hazardous substance" (as defined in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. 9601(14), *et. seq*, as amended), "hazardous waste" (as defined in the Resource Conservation and Recovery Act 42 U.S.C., Section 6901, *et seq*., as amended), or "toxic substance" (as defined in the Toxic Substance Control Act, 15 U.S.C. Section 2601*, et seq*. as amended) in excess of legally permitted amounts, including without limitation, asbestos and items or equipment containing polychlorinated biphenyls, (iii) in any such manner to constitute a nuisance of any kind, (iv) for any purpose or in any way in violation of any non-residential use permit or certificate of occupancy, or of any applicable insurance policies reasonably required to be maintained by Tenant under this Agreement, or (v) for any purpose or in any way in violation of any applicable governmental laws, ordinances, orders, directives, rules or regulations.

The Landlord agrees to maintain the Premises by providing a reasonably safe and well lit waiting area for bus passengers, adequate driveways for the buses, adequate parking facilities, snow and ice treatment and removal and a bus stop sign/flag pole and ride-a-guide display information frame mounted on the pole for the Tenant based on graphics and trip departure/return information, as well as, contact information as Tenant may provide.

Section 3.02. Tenant shall observe and comply with all conditions and requirements necessary to preserve and/or extend any and all governmental permits that are necessary for the use and operation of the Premises.

ARTICLE FOUR
Alterations of the Premises

Section 4.01. Tenant shall not undertake or permit any material alterations or additions to the Premises, without first obtaining the written consent of Landlord, which may be granted or

withheld in Landlord's reasonable discretion, and otherwise complying with the terms of this Lease. Tenant shall bear the cost of all alterations made pursuant to this Section. If Tenant undertakes any alteration to the Premises, Tenant shall be responsible for all costs and repair or replacement. Nothing in this section shall operate to relieve Tenant of its obligations described elsewhere in this Agreement to perform all work on the Premises in accordance with the applicable laws and regulations and to keep the Premises free of any liens arising out of the work undertaken by or on behalf of Tenant. In addition, for any material alteration or addition, if not required by the County in its governmental capacity, Landlord may require a letter of credit, standard contractor's performance bond or other surety in form and amount and from a financial institution all as reasonably acceptable to Landlord.

ARTICLE FIVE
Basic Rent

Section 5.01. Tenant covenants and agrees to pay to Landlord, promptly when due, without notice or demand and without deduction or setoff of any amount for any reason whatsoever, as rent for the Premises ("Basic Rent") during the Term. Basic Rent will be based on a prorated maintenance cost calculation as follows:

The annual average costs for maintaining the VRE Station Parking Lot for a three-year period is $42,238. To calculate the Tenant's annual rent, the three-year average will be divided by the number of total bus trips projected for subsequent fiscal year. For the initial period through June 30, 2012, it is anticipated that the tenant will provide 5.5 percent of the total bus trips at the facility. Therefore, the calculated rent shall be $2323 per year (Appendix A). This amount shall be paid by Tenant to Landlord before the Effective Date. One half of this amount will be paid by Tenant to Landlord 30 days before the start of the final six months of the Lease.

Section 5.02. All amounts payable under this ARTICLE FIVE, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease, shall be paid at the office of Landlord at 4050 Legato Road, Suite 400, Fairfax, Virginia 22033, Attention: Director, Department of Transportation, or at such other places as Landlord shall from time to time designate by notice to Tenant, in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment. Any Rent not received by Landlord within five business days after the date due shall thereto accrue interest at the Default Rate at the rate of 300 basis points above the Prime Rate as published in the Wall Street Journal from time to time ("Default Rate").

Section 5.03. In the event that the Tenant changes the number of bus trips, the Tenant shall notify all parties involved in this agreement, and upon consensus using the same formula used above in Section 5.01 and Appendix A,amend the terms set in Sections 3.01 and 5.01 and renegotiate in good faith the Basic Rent. If the Tenant changes the number of trips during the year, the Tenant will either pay supplemental rent to cover any increase in rent or in the case of a reduction,receive acredit against future rent from the Landlord.

ARTICLE SIX
Insurance

Section 6.01. The Tenant shall report within twenty-four hours, any accident or incidents that occur on Lorton VRE Station property which involves them.

Section 6.02. Parking by patrons of the Tenant or others, shall be at their own risk and the Landlord will not assume any liability and/or property damage.

Section 6.03. At all times during the Term, at its own cost and expense, Tenant shall purchase and keep in force insurance policies as indicated in section 6.06 of this agreement.

Section 6.04. All of the policies of insurance required by this Lease shall (i) be in form and substance as approved by Landlord in its reasonable discretion, (ii) be underwritten only by companies licensed in the Commonwealth of Virginia which have a then current Alfred M. Best Company, Inc. (or if it no longer exists, a then comparable rating service) general policyholder's rating of A- or better (or the equivalent thereof) and a financial rating of VII or better (or the equivalent thereof), (iii) contain standard waiver of subrogation clauses; and (iv) provide that they may not be cancelled by the insurer for non-payment of premiums until at least ten (10) days after receipt by Landlord of the proposed cancellation and that they may not be cancelled for any other reasons until at least thirty (30) days after a receipt by Landlord of the proposed cancellation, and in any event shall not be invalidated, as to the interests of Tenant therein, by any act, omission or neglect of Tenant (other than nonpayment of premiums), which might otherwise result in a forfeiture or suspension of such insurance, including without limitation, the use of the Premises for purposes more hazardous than those permitted by the terms of the policy. Copies of all insurance certificates required by this Lease (if requested by Landlord) shall be delivered by Tenant to Landlord. All insurance policies shall be renewed by Tenant and proof of such renewals, accompanied by, if requested by Landlord, evidence of the payment of the premiums thereon to the insurance companies or their agents, shall be delivered to Landlord at least twenty (20) days prior to their respective expiration dates.

Section 6.05. If Tenant fails to obtain and maintain insurance as in this Lease provided, Landlord may, but shall not be obligated to, effect and maintain any such insurance coverage and pay premiums therefore. Landlord may recover from Tenant, and Tenant covenants and agrees to pay as Additional Rent to Landlord, any and all damages which Landlord may have sustained by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that any damages of Landlord shall not be limited to the amount of premiums thereon. Tenant shall make payment to Landlord by the fifth day of the month following the month in which any payments were made by Landlord or in which the amount of such damage was determined. The payment by Landlord of premiums for any such insurance policy shall not be, or be deemed to be, a waiver or release of the default of Tenant with respect thereto or the right of Landlord to pursue any other remedy permitted hereunder or by law as in the case of any other default hereunder or of default in the payment of Basic

Rent or Additional Rent hereunder.

Section 6.06. Tenant's Insurance.

(a) Tenant shall, at its sole cost and expense, in connection with Tenant's use of the Premises for bus stop, procure and maintain at such times the following liability insurance in the amounts specified and in the form hereinafter provided for:

(i) Worker's Compensation insurance in amounts as required by applicable law and Employer's Liability insurance in an amount equal to that required by applicable law;

(ii) Automobile Liability insurance in the amount of Two Million Dollars ($2,000,000) per occurrence and Five Million Dollars ($5,000,000) in aggregate covering owned, non-owned, leased or hired vehicles for each occurrence for bodily injury or death of persons and/or loss of or damage to property. Tennant shall have Landlord named as an additional insured on this policy.

ARTICLE SEVEN
Applicable Laws and Regulations

Section 7.01. Throughout the Term hereof, Tenant shall, at its own cost and expense, observe and comply with all laws, rules, orders, ordinances and regulations of the county, state and federal governments and of each and every department, entity, bureau and duly authorized official thereof and of any successor or future governmental authority, department, entity, bureau and duly authorized official thereof having jurisdiction and/or any other corporation, body or organization possessing similar authority and exercising similar functions, which laws, requirements, rules, orders, ordinances and regulations are now operative, or which at any time during the Term of this Agreement may be operative and in force and effect and applicable to the Premises including the Improvements.

ARTICLE EIGHT
Exculpation and Indemnification

Section 8.01. Landlord shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in or about the Premises while in use by Tenant , or for any injury or damage to the Premises while in use by Tenant, or to any property, whether belonging to Tenant or any other person, caused by any fire, breakage, leakage, defect or bad condition in any part or portion of the Premises. The provisions of this Lease permitting Landlord to enter and inspect the Premises are made for the purpose of enabling Landlord to become informed as to whether Tenant is complying with the agreements, terms, covenants and conditions thereof, but Landlord is under no obligation to perform such acts as

Tenant shall fail to perform.

Section 8.02. Tenant shall indemnify and hold Landlord harmless from and against all liability, judgments, claims, demands, suits, actions, losses, penalties, fines, damages, costs and expenses, including reasonable attorneys' fees including the value of legal services if provided by the County Attorney's Office, of any kind or nature whatsoever, due to or arising out of or from:

(a) Any breach, violation or nonperformance of any covenant, condition, provision or agreement in this Agreement set forth and contained on the part of Tenant to be fulfilled, kept, served and performed, and

(b) Claims of every kind or nature, arising out of the use and occupancy of the Premises (and/or the alteration, etc. thereof) by Tenant, including without limitation, any damage to property occasioned or arising out of the use and occupancy thereof by Tenant, or any injury to any person, including death resulting at any time therefrom, occurring in or about the Premises while in use by Tenant, excluding Landlord's gross negligence or willful misconduct.

(c) This Agreement shall not be construed as a waiver of the sovereign immunity of Fairfax County.

ARTICLE NINE
Inspection and Access

Section 9.01. Tenant shall permit Landlord and its agents to enter the Premises for the purpose of (i) inspection; and (ii) making repairs that Tenant has neglected or refused to make in accordance with the agreements, terms, covenants and conditions of this Agreement upon reasonable advance notice thereof.

Section 9.02. In recognition that Landlord has offered the Premises for Tenant for transportation related purposes that Landlord has establishing on the site, Tenant shall also permit Landlord, its agents and such independent contractors as Landlord deems appropriate, to inspect the Premises for the purpose of making such inspections, tests, and studies and evaluations as Landlord deems advisable in anticipation of Landlord's ultimate use of the Premises for transportation related purposes. Landlord agrees to use reasonable efforts to avoid unreasonably interfering with Tenant's occupancy of the Premises during Landlord's inspections, tests, studies and evaluations. Landlord shall promptly repair any damage to the Premises caused by Landlord's investigations, tests, studies and evaluations pursuant to this Section 9.02, subject to Landlord's appropriation thereof.

ARTICLE TEN
Damage and Destruction

Section 10.01. If during the Term the Premises shall be destroyed or damaged in whole or in part by fire or any other cause, (a “Casualty”) except condemnation, solely by a negligent or wilfull act of the Tenant during the time of Tenant’s use of the Premises and whether or not such destruction or damage is covered by insurance, Tenant shall give to Landlord immediate notice thereof, and Tenant shall promptly and diligently repair, replace and rebuild the same or cause the same to be repaired, replaced or rebuilt, at least to the conditions thereof immediately prior to such occurrence ("Restoration").

Section 10.02. The terms and conditions upon which any Restoration in Section 10.01 shall be performed by Tenant after any such destruction or damage by fire or any other cause, except by condemnation, and the terms and conditions upon which the proceeds of insurance of the kinds described in ARTICLE NINE shall be applied to the cost of such Restoration are as follows:

(a) Tenant shall submit to Landlord plans which shall be designed to restore the Improvements thereon to at least the condition immediately prior to such destruction or damage and as completely similar in character as is practicable and reasonable. The plans shall be subject to the reasonable approval of Landlord.

(b) During such Restoration, Landlord and any architect, engineer or other representative whom Landlord may select to act on its behalf, may inspect all work and materials as rendered and installed during the course of such Restoration and upon completion. Tenant shall keep copies of all plans, and specifications relating to such restoration and permit Landlord or its architect, engineer or other representative to examine them, or, in the alternative, shall furnish Landlord with copies of such plans, and specifications. If during Restoration Landlord, or its architect, engineer or other representative, shall determine that the materials do not substantially conform to the approved plans or that the Restoration is not in accordance with approved plans, prompt notice, in writing, shall be given to Tenant, specifying in detail the particular deficiency, omission or other respect in which it is claimed that the Restoration does not conform with the plans as approved. Upon the receipt of any such notice, Tenant shall take such steps as shall be necessary to cause corrections to be made as to any deficiencies, omissions or otherwise, and, if necessary for the purpose of effectuating such corrections, shall immediately remove such materials, replace such construction and furnish materials in accordance with said plans or with materials equally as good as those provided for in such plans.

(c) All of such Restoration and the performance thereof shall be subject to and shall be performed in accordance with the provisions of ARTICLE FIVE.

(d) Upon the completion of the Restoration, a set of the “as restored" plans shall be delivered by Tenant to Landlord.

Section 10.03. If (i) Tenant shall fail to cause required Restoration to be commenced, within thirty (30) days from the date of such damage and destruction in accordance with the provisions of this Agreement or such longer time as Landlord may agree in its reasonable discretion if the restoration cannot practicably be commenced within such thirty (30) day period, or, (ii) having commenced such Restoration, Tenant shall fail to complete it in accordance with such provisions with reasonable diligence, and such failure shall continue for a period of thirty (30) days after notice by Landlord to Tenant, Landlord may, at its option after notice to Tenant that it elects so to do, make and complete such Restoration. In such event, and whether or not this Agreement may have theretofore been terminated by reason of any default by Tenant, Landlord shall have the right, as the Restoration progresses, to obtain and apply the insurance proceeds to the cost of such Restoration to the extent that they shall not theretofore have been applied to the payment or reimbursement of costs and expenses of Landlord and/or Tenant as aforesaid.

Section 10.04. If prior to the completion of such Restoration, whether by Tenant or Landlord, this Agreement shall terminate or expire for any reason, Landlord shall have the right to receive and retain such insurance proceeds to the extent that they shall not theretofore have been applied to the payment or reimbursement of the costs and expenses of Tenant and/or Landlord, as aforesaid.

Section 10.05. This Agreement shall not terminate or be affected in any manner by reason of damage to or total, substantial or partial destruction of the Premises, or by reason of the untenantability of the Premises, for or due to any reason or cause whatsoever, and Tenant does hereby expressly waive any such right or privilege now granted or created under the provisions of any of the real property laws of the Commonwealth of Virginia or any similar law, rule or regulation now or hereafter in effect relating to the damage or destruction of the Premises, or any part thereof from any cause.

ARTICLE ELEVEN
Condemnation

Section 11.01. If, at any time during the Term of this Agreement, the whole or substantially all of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by agreement between Landlord, Tenant and those authorized to exercise such right, this Agreement shall terminate on the date of such taking and the Basic Rent, Additional Rent and other sums of money and other charges herein provided to be paid by Tenant shall be apportioned and paid to the date of such taking.

Section 11.02. If less than substantially all of the Premises shall be taken, this Agreement shall be deemed terminated as to the part so taken as of the date of such taking, but with

respect to the part not taken shall continue in full force and effect, with a prorata reduction, of the requirement to pay the Basic Rent, Additional Rent and other sums of money and charges herein provided to be paid by Tenant; provided however that if more than fifty percent (50%) of the surface parking spaces of the Premises shall be taken, Tenant shall have the right either (i) to a proportionate abatement of Basic Rent effective as of the date of the taking, or (ii) to terminate this Agreement provided Tenant shall have given written notice thereof to Landlord prior to the effective date of the taking, in which event this Agreement shall terminate on the date of such taking and the Basic Rent, Additional Rent and other sums of money and other charges herein provided to be paid by Tenant shall be apportioned and paid to the date of such taking.

Section 11.03. In the event of any taking referred to in Section 11.01 or 11.02, Tenant agrees that the award or awards shall be on the basis that if the taking shall be effective during the first twelve (12) months of the Term of this Agreement, the share of the award to Tenant shall be Fifty Percent (50%) of total award; with such award to be reduced by Five Percent (5%) for every twelve month period of the Agreement thereafter if a taking should become effective during a subsequent twelve (12) month period. For example, if the taking shall be effective any time during the third twelve (12) month period of the Term, Tenant's share of the award shall be to Forty Percent (40%) of the total award, or if the taking shall be effective any time during the sixth twelve (12) month period of the Term, Tenant's share of the award shall be Twenty Five Percent (25%) of the total award.

Section 11.04. For purposes of this ARTICLE ELEVEN, the Premises or a part thereof, as the case may be, shall be deemed to have been taken or condemned on the date on which actual possession of the Premises or a part thereof, as the case may be, is acquired by any lawful power or authority or the date on which title vests therein, whichever is earlier. Any right of entry which may be granted by Landlord or Tenant to any condemning authority shall not affect the date on which the Premises or a part thereof, as the case may be, shall be deemed to have been taken or condemned.

ARTICLE TWELVE
No Abatement of Rent

Section 12.01. No abatement, refund, offset, diminution or reduction of rent, charges or other compensation shall be claimed or allowed to Tenant, or any person claiming under it, under any circumstances, whether for inconvenience, discomfort, interruption of business, or otherwise, arising from the making of alterations, changes, additions, improvements or repairs to the Premises, or any portion thereof, by virtue or because of any present or future governmental laws, ordinances, or for any other cause or reason. Notwithstanding the foregoing, all rent shall abate commencing on the date of a Casualty that is not caused by the negligence or intentional acts of Tenant or its agents.

ARTICLE THIRTEEN

Assignment and Subletting

Section 13.01. Tenant shall not sell, assign or in any manner transfer this Agreement or any interest therein or the estate of Tenant hereunder, or rent, sublet, sublease or underlet the Premises as an entirety in a single transaction or a series of related transactions, without the prior written consent of Landlord in each case, which consent may be granted or withheld in the sole and absolute discretion of Landlord. Notwithstanding the above, a name change of the Tenant or an internal sale of the Tenant to entities or individuals that already control more than 50% of the Tenant is not a sale or assignment requiring Landlord approval.

Section 13.02. If the Improvements or any part thereof be sublet or occupied by anybody other than Tenant in violation hereof, Landlord may, (i) collect rent from any purchaser, assignee, subtenant or occupant and apply the net amount collected to the rent herein reserved, (ii) accept any such purchaser, assignee, subtenant or occupant as tenant, without waiving any rights or remedies of Landlord hereunder or (iii) the Landlord may terminate this agreement.

ARTICLE FOURTEEN
Events of Default

Section 14.01. If any one or more of the following events shall occur:

a) The Tenant shall desert or abandon the Premises for a period in excess of thirty consecutive days; or

b) The Tenant shall default in making timely payment to Landlord of any Rent, and such default shall not be cured within ten (10) business days after Tenant's receipt of written notice thereof.

c) The Tenant shall default in complying with any other agreement, term, covenant or condition of this lease and such default in compliance shall continue for a period of fifteen (15) days after notice by Landlord; or

d) This Agreement or the estate of Tenant hereunder shall be transferred, assigned, or subleased in a non permissible transaction (in a single transaction or a series of related transactions) without Landlord's prior written consent; then an "Event of Default" shall be deemed to have occurred in which case Landlord may thereafter serve a written five (5) day notice of cancellation and termination of this Agreement, any other notice to quit required hereunder or by law being expressly waived by Tenant, and upon the expiration of such five (5) days, this Agreement and the Term hereunder shall end and expire as fully and completely as if the date of expiration of such five (5) day period were the day herein definitely fixed for the end and expiration of this Agreement and the Term hereof, and Tenant shall then quit and surrender to Landlord the Premises, the

Improvements and any other improvements on, under or above the Premises, and Landlord may enter into or repossess the same, either by force, summary proceedings or otherwise.

ARTICLE FIFTEEN
Remedies of Landlord

Section 15.01. If an Event of Default shall have occurred with regard to the payment of any Rent, Landlord may, after the applicable notice, and cure period, if any, to Tenant therefore as set forth in Section 14.01, pay the same for the account and at the expense of Tenant. If Landlord shall incur any expenses, including attorneys' fees including the value of legal services if provided by the County Attorney's Office, in instituting, prosecuting or defending any action or proceeding instituted by reason of any default by Tenant, Tenant shall reimburse Landlord for the amount of such expenses. As provided in Section 5.01, should Tenant, pursuant to this Agreement, become obligated to reimburse or otherwise pay Landlord one or more sums of money in addition to Rent, the amount thereof shall be deemed Additional Rent and may, at the option of Landlord, be added to any subsequent installment of Rent due and payable under this Agreement, in which event Landlord shall have the additional remedies for default in the payment thereof provided by ARTICLES FOURTEEN and FIFTEEN hereof. The provisions of this Section 15.01 shall survive the termination of this Agreement.

Section 15.02. If an Event of Default shall have occurred, in addition to other rights of Landlord hereunder, Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed hereunder by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided.

Section 15.03. In the event of any termination of this Agreement, whether by expiration, forfeiture, cancellation, surrender, operation of law, issuance of a final court order or otherwise, Landlord may enter the Premises, to remove therefrom Tenant, its agents, employees, licensees and any subleases, persons, firms or corporations and all of their respective property, using such force for that purpose as may be necessary without being liable for prosecution or damages therefore, and thereupon Landlord shall be entitled to retain possession of the Premises with all additions, alterations and improvements thereon and fixtures and appurtenances thereto, free from any interest of Tenant therein.

Section 15.04. No receipt of monies by Landlord from Tenant after the termination hereof in any lawful manner shall reinstate, continue or extend the Term, or affect any notice theretofore given to Tenant, or operate as a waiver of the right of Landlord to enforce the payment of any Basic Rent and/or Additional Rent then due or thereafter falling due, or operate as a waiver of the right of Landlord to recover possession of the Premises by proper suit, action, proceedings or other remedy; it being agreed that after the service of notice of termination as herein provided and the expiration of the time therein specified, after the commencement of any suit, action, proceedings or other remedy, or after a final order or

judgment for possession of the Premises, Landlord may demand, receive and collect any monies due, or thereafter falling due, without in any manner affecting such notice, suit, action, proceedings, order or judgment; and any and all such monies so collected shall be deemed to be payments on account of the use and occupation of the Premises, or, at the election of Landlord, on account of Tenant's liability hereunder. After an Event of Default and Tenant's vacation of Premises, Landlord, at its option, may make such alterations and repairs in or to the Premises including the Improvements as in its judgment Landlord considers advisable and necessary, and the making of such alterations and repairs shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises including the Improvements or in the event that the Premises including the Improvements are relet, for failure to collect rent thereof under such reletting; and in no event shall Tenant be entitled to receive any excess of such rents from any such tenant leases over the sums payable by Tenant to Landlord hereunder. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing herein contained shall be deemed to require Landlord to postpone suit until the date when the Term of this Agreement would have expired if it had not been terminated under the provisions of this Agreement, or under any provision of law, or had Landlord not re-entered into or upon the Premises.

Section 15.05. The rights and remedies given to Landlord in this Agreement are distinct, separate and cumulative, and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others herein, or by law or in equity

ARTICLE SIXTEEN
No Waiver

Section 16.01. Waiver by Landlord of any breach by Tenant of any covenant or condition herein contained, or failure by Landlord to exercise any right or remedy in respect of any such breach, shall not constitute a waiver or relinquishment for the future of any such covenant or condition or of any subsequent breach of any such covenant or condition, or bar any right or remedy of Landlord in respect of any such subsequent breach, nor shall the receipt of any rent or portion thereof (regardless of any endorsement on any check or any statement in any letter accompanying any payment of rent) by Landlord, whether the same be reserved and provided for herein as Basic Rent or Additional Rent under any of the covenants or provisions herein contained, operate as an accord and satisfaction or a waiver of the right of Landlord to enforce the payment of rents of any kind previously due or as a bar to the termination of this Agreement and the recovery of the Premises because of default in the payment of said rents previously due, by any appropriate remedy Landlord may select.

Section 16.02. The Tenant understands and agrees that the Premises are a public facility and as such, no exclusive use of the Premises for the purposes intended by the Tenant may be provided by the Landlord. However, should the Landlord receive similar requests for use of the Premises, the Landlord shall require similar terms of any other entity desiring to use the Premises.

Section 16.03. The parties hereby expressly agree and acknowledge that nothing in this Lease shall constitute or be construed as an endorsement by the Fairfax County Board of Supervisors, the County of Fairfax, and/ or any of its departments, agencies, boards, commissions, authorities, employees, or appointees with regard to the quality, efficacy, or desirability of the bus service offered or operated by the Tenant. Apart from identifying the location of the bus stops, Tenant shall not use the name of the County of Fairfax in any of Tenant's advertising or marketing. Tenant agrees to conspicuously affix to the flagpole described in Section 3.01 and to all buses that transport passengers to and from the Premises a written disclaimer which provides that the Tenant is in no way affiliated with the County of Fairfax; nor is the operation of any bus service by the Tenant endorsed by the County of Fairfax.

ARTICLE SEVENTEEN
Annual Appropriations

Section 17.01. All requirements for funds to be borne by Fairfax County shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

ARTICLE EIGHTEEN
Third Parties

Section 18.01 This Agreement shall not be construed as creating any personal liability on the part of any officer, employee, agent of the parties, nor shall it be construed as giving any rights or benefits to anyone other than the parties hereto.

ARTICLE NINETEEN
Notices

Section 19.01. Whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, and/or whenever either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to the Premises, each such notice, demand, request or other communication shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows:

a) If to Tenant:

Vamoose Bus, Inc
4641 Montgomery Avenue, Suite 110
Bethesda, Maryland 20814
Attention : Sam Bluzenstein

DC Trails
PO Box 1508
Lorton, Virginia 22199
Attention: William Torres

b) If to Landlord:

Board of Supervisors of Fairfax County
4050 Legato Road
Suite 400
Fairfax, Virginia 22033
Attention: Director of Transportation

And

Fairfax County Attorney's Office
12000 Government Center Parkway
Suite 549
Fairfax, Virginia 22035
Attention: County Attorney

And

Virginia Railway Express
1500 King Street
Suite 202
Alexandria, Virginia 22314
Attention: Chief Executive Officer

Every such notice, demand, request or other communication hereunder shall be deemed to have been given or served for all purposes hereunder on the date on which it is received by the party to whom it was sent, by hand delivery, overnight courier, facsimile, certified mail or U.S. mail, postage prepaid. Delivery of notice shall be next business day on overnight deliveries; the delivery date (or attempted delivery date) for hand delivery; three (3) business days if by mail; and the day of facsimile if by facsimile.

ARTICLE TWENTY
Covenant to Yield Possession

Section 20.01. Except as herein otherwise provided, Tenant shall on the last day of the Term, or upon the sooner termination of the Term, peaceably and quietly surrender and deliver up to Landlord the Premises with all equipment in or appurtenant thereto, together with all fixtures

forming a part of, located in, or used in connection with the operation of the Premises , in good condition and repair, depreciation and ordinary wear and tear excepted, without any payment or allowance whatever therefore. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Premises at any such termination date.

ARTICLE TWENTY-ONE
Governing Law

Section 21.01. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

ARTICLE TWENTY-TWO
Captions

Section 22.01. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

ARTICLE TWENTY-THREE
Successors and Assigns

Section 23.01. All of the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns and upon Tenant and the successors and assigns of Tenant, and any person who at any time shall be the owner of the agreement hold estate hereby created .

ARTICLE TWENTY-FOUR
Integration and Interpretation

Section 24.01. The terms and conditions herein set forth all the promises, agreements, conditions and understandings between Landlord and Tenant pertaining to leasing of the Premises, and there is no promise, agreement, condition or understanding either oral or written, between the parties other than as are herein set forth. This Agreement has been negotiated at arm's length with both parties having the opportunity to consult with legal counsel with respect to all provisions hereof. In the event of any ambiguity in any of the terms or provisions, this Agreement shall not be interpreted against or in favor of either Landlord or Tenant, nor shall there be any presumption against or in favor of either Landlord or Tenant. No prior writings, including without limitation, drafts of this Agreement and modifications thereto, shall be given any force or effect.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed as of the date first hereinabove written.

LANDLORD:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By:_____
Anthony H. Griffin
Its: County Executive

COMMONWEALTH OF VIRGINIA)
) to-wit:
COUNTY OF ____ _____)

On this ____ day of _____, 2010, before me appeared Anthony H. Griffin, the County Executive of the Board of Supervisors of Fairfax County, after being first duly sworn, acknowledged that he/executed the above Agreement, and the same was his free act and deed on behalf of the Board of Supervisors of Fairfax County, Virginia, the Landlord hereunder.

Subscribed and sworn before me, a Notary Public, in the county and state aforesaid on this _____ day of _____, 2010.

_____
Notary Public

My Commission expires: _____

TENANT:

VAMOOSE BUS , Inc.

By: _____

Its: _____

State of New York)
) to-wit:
COUNTY OF ____ _____)

On this ____ day of _____, 2010, before me appeared _____ _____, the _____ of Vamoose Bus, Inc., after being first duly sworn, acknowledged that he/she executed the above Agreement, and the same was his/her free act and deed on behalf of Vamoose Bus, Inc. the Tenant hereunder.

Subscribed and sworn before me, a Notary Public, in the county and state aforesaid on this _____ day of _____, 2009.
Notary Public
My Commission expires: _____

D C Trails, Inc

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA)
) to-wit:
COUNTY OF ____ _____)

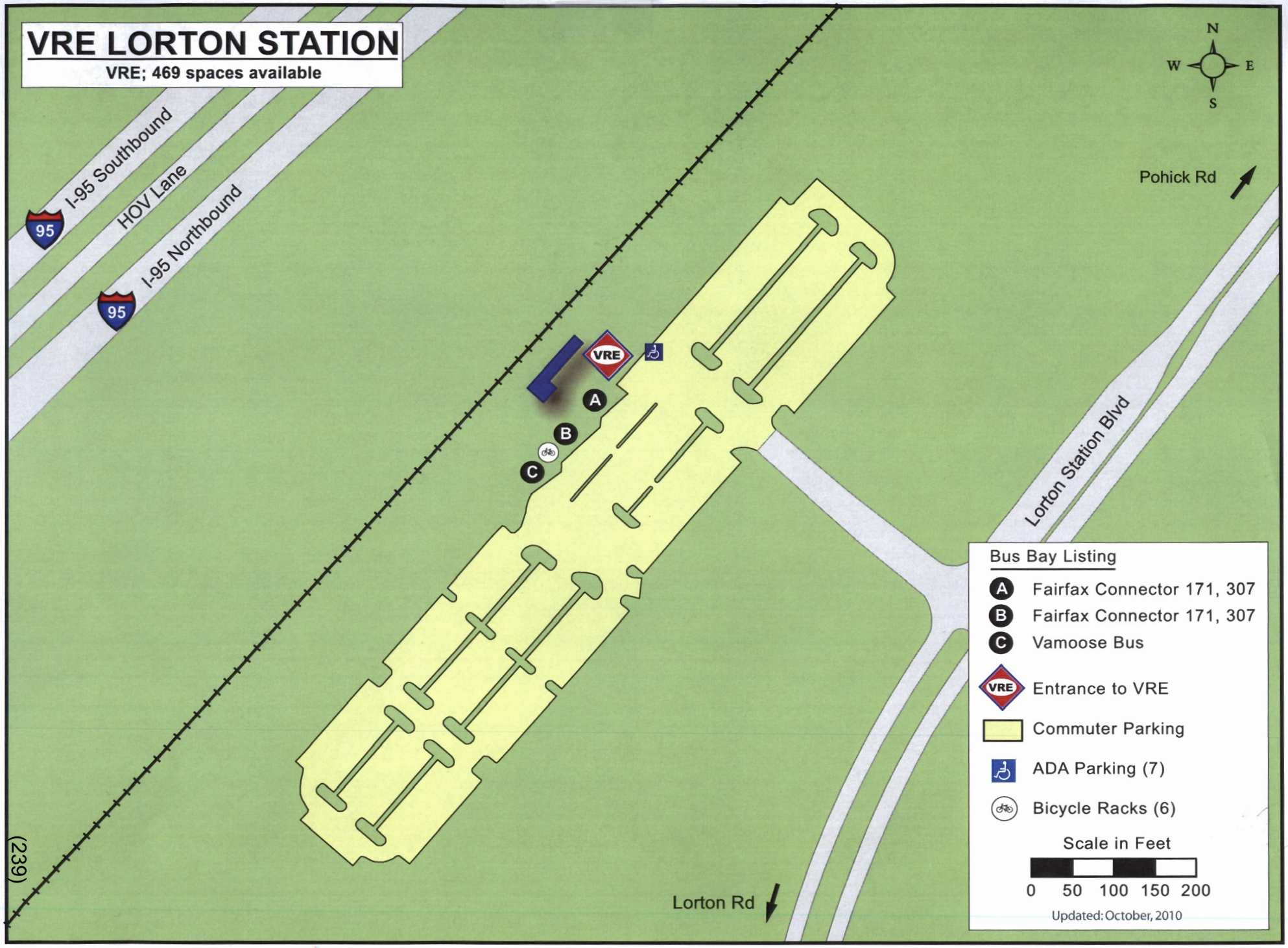
On this ____ day of _____, 2010, before me appeared _____ _____, the _____ of DC Trails, Inc, after being first duly sworn, acknowledged that he/she executed the above Agreement, and the same was his/her free act and deed on behalf of D C Trails, Inc. , the Tenant hereunder.

Subscribed and sworn before me, a Notary Public, in the county and state aforesaid on this _____ day of _____, 2009.

_____
Notary Public

My Commission expires: _____

Exhibit I


VRE LORTON STATION
VRE; 469 spaces available
I-95 Southbound
HOV Lane
I-95 Northbound
95
95
VRE
A
B
C
N
W
E
S
Pohick Rd
Lorton Station Blvd
Lorton Rd
Bus Bay Listing
A Fairfax Connector 171, 307
B Fairfax Connector 171, 307
C Vamoose Bus
VRE Entrance to VRE
Commuter Parking
ADA Parking (7)
Bicycle Racks (6)
Scale in Feet
0 50 100 150 200
Updated: October, 2010

Appendix A
Vamoose Bus Basic Rent Calculation

Fairfax Connector Bus Trips @ Lorton Station/Year:

Route 307 – 10,200
Route 171 – 29,310
Total: 39,510

Vamoose Bus Trips @ Lorton Station/Year:

6 Trips/Day x 365 days = 2,190 = 5.5% of total Connector Trips

Maintenance Costs* for Lorton Station – Past Three Fiscal Years:

FY 2008 - $37,897
FY 2009 - $36,446
FY 2010 - $52,461
Average - $42,238

Vamoose Basic Rent Calculation:

5.5% x $42,238 = **$2323/Year**

*Maintenance Service Costs Include the following:

Routine:

Turf Care	Plant Care	Trash Removal
Mulching	Leaf Removal	Parking Lot Sweeping
Pruning	Weed Control	Inspection
Reporting	Bus Shelter Cleaning (Once a month @ $31/shelter)	

Non-Routine (When necessary):

Powerseeding/Overseeding/Aeration	Areation	Watering
Tree Removal	Pruning	Tree/Plant/Flower Replacement
Turf Renovation/Repair	Pot Hole Repair	Crackfill & Striping
Resurface/Overlay	Parking Block Replacement	Striping
Guardrail/Cable Barricade Repair	Sidewalk Repair	Curb & Gutter Repair
Replace Bus Shelter Benches	Shoulder Repair	Storm Drainage Repair/Cleaning
Bus Shelter Repair	Painting Sign Poles	Bike Rack Repair
Handrailing Repair	Graffiti Removal	Sign Repair
Snow Stake Installation	Sign Post Painting	Miscellaneous

Snow Removal:

Plowing	Shoveling	Sand/Salt Application
Monitoring		

Board Agenda Item
December 7, 2010

ACTION - 6

Approval of Lease Agreement with Boston Properties for Interim Commuter Park-and-Ride Lot at 12050 Sunset Hills Road (Hunter Mill District)

ISSUE:
Board approval is requested for an agreement with Boston Properties to lease property for an interim commuter park-and-ride lot at 12050 Sunset Hills Road in Reston. The provision of interim parking is necessitated by the near-term loss of 820 heavily-utilized commuter parking spaces at the County-owned Reston East Park–and-Ride Facility while construction of a multi-level garage supporting the Dulles Metrorail Phase I extension is underway on the Reston East (future Wiehle Avenue Metrorail Station) site.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached agreement with Boston Properties (Attachment I) to lease property at 12050 Sunset Hills Road in Reston to be used as an interim commuter parking lot during the construction of the parking garage at the future Wiehle Avenue Metrorail Station. The total cost associated with the Lease Agreement is $1,462,000, including $475,000 for lot improvements, $942,000 for the lease of the land/lot and $45,000 for electrical costs over lease term.

TIMING:
The Board should take action on this matter on December 7, 2010, to allow necessary site improvements to be made at the 12050 Sunset Hills Road property prior to full closure of the existing Reston East Park-and-Ride Facility. The target for the proposed Sunset Hills Park-and-Ride Lot to be accessible to the general public is on or about March 1, 2011.

BACKGROUND:
In conjunction with the construction of the Dulles Metrorail Phase I extension, the County's existing Reston East Park-and-Ride Facility, located in the northwest quadrant of the Wiehle Avenue and Dulles Toll Road interchange, will need to be closed during construction of a multi-level parking garage for Metrorail commuters and a mixed-use, transit-oriented development on the site. Full construction of the garage is expected to begin in March 2011 with some early utility relocation work and work on bridge piers for the pedestrian access to the new Wiehle Avenue Metrorail Station beginning in December 2010. Construction of the structured public parking garage is estimated to take approximately three years to complete. The garage is to be constructed by CRS

Construction Services ("Comstock") under agreement with the Board.

The Reston East Park-and-Ride Lot currently has 820 parking spaces with 100% weekday utilization. Due to the need to close the Reston East Lot during construction of the garage, staff was asked to develop a plan to relocate the impacted park-and-ride users and associated bus service. Staff researched a number of potential nearby satellite parking locations that were close to existing bus routes, needed limited capital improvements, and could safely and adequately accommodate pedestrian, bicycle, automobile, and bus traffic and accessibility for those with disabilities. Four final locations have been selected to replace the lost parking spaces on a temporary basis:

1. Reston North Park-and-Ride Lot at Sunset Hills Road and Wiehle Avenue – 340 parking spaces (previous utilization at 85% or less, providing about 50 additional spaces for relocated vehicles)

2. Reston South Park-and-Ride Lot at Reston Parkway and Fox Mill Road – 412 parking spaces (200+ spaces available based on current 50% utilization)

3. Baron Cameron Park – Fairfax County Park Authority (FCPA) has agreed to allow use of 50 parking spaces (previously not available for park-and-ride use)

4. Sunset Hills Park-and-Ride Lot at Sunset Hills Road and Town Center Parkway – If the proposed lease is approved by the Board, this lot could provide upwards of 600 parking spaces (also previously not available for public use)

The Virginia Department of Transportation (VDOT) owns the Reston North Lot and the County owns the Reston South and Baron Cameron Park Lots. The proposed Sunset Hills Park-and-Ride Lot is owned by Boston Properties.

The Boston Properties parcel has an approved site plan for two future office buildings with structured parking. The property was previously used as a temporary parking lot during construction of a parking garage on an adjacent parcel. While some site improvements have been made (such as the existing storm water management facility in the northwest corner of the property, site entrances, entrance road, and paved parking), no buildings have been constructed on the site to date. The property is currently being used for storage of construction and maintenance equipment. The majority of the parcel is paved, although the pavement on the southern third of the lot is in very poor condition.

The following improvements are necessary to make the lot useable as a park-and-ride and transit facility:

1. Repair the existing asphalt surface and parking lot lighting

2. Restripe, reconfigure, and sign the parking spaces

3. Modify two entrances, one on Sunset Hills Road and the other on Town Center Parkway, to allow commuter vehicle access

4. Regrade and repave portions of the lot to provide ADA accessible spaces

5. Construct a passenger pickup area and bus loop

The following public meetings and hearings have been held concerning the use of the Boston Properties parcel as a temporary park-and-ride facility:

1. Reston Planning and Zoning Committee – October 4, 2010

2. Planning Commission Transportation Committee – October 20, 2010

3. West Market Homeowners Association Meeting – October 28, 2010

4. Reston Transportation Advisory Committee Meeting – November 4, 2010

5. Reston Town Center Design Review Board (DRB) Meeting – November 9, 2010

6. Planning Commission Public Hearing - November 18, 2010

The Board of Supervisors Public Hearing to consider rezoning the property to allow the temporary Sunset Hills Park-and-Ride Lot is scheduled for December 7, 2010. It is anticipated that construction of improvements to the proposed temporary Sunset Hills Park-and-Ride lot would start by mid-January 2011, with full completion anticipated in March 2011. The proposed lease with Boston Properties is for a term of approximately 34 months while the Wiehle Avenue Metrorail Station garage is being constructed on the Reston East Park-and-Ride site.

FISCAL IMPACT:
Funding is available in Fund 124, County and Regional Transportation Projects, in the amount of $475,000 to pay for the needed improvements at the proposed Sunset Hills Road Park-and-Ride Lot. Congestion Mitigation and Air Quality (CMAQ) funding is available through VDOT to pay for the County's portion of the lease. A separate agreement is being negotiated with Comstock Companies to establish their financial commitment to the replacement parking needed during construction of the Reston East Park-and-Ride Lot. However, Comstock's share is expected to be around one-third of the cost of the Sunset Hills Park-and-Ride Lot lease. The total estimated cost (including both the County's share and Comstock's share) associated with the expected 34-month

term of the lease is $987,000 including $942,000 to pay for the land/lot lease and $45,000 to pay for electric utility costs.

ENCLOSED DOCUMENTS:
Attachment I: Lease Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
Katharine D. Ichter, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Tom Biesiadny, Chief, Coordination and Funding Division, FCDOT
Richard Stevens, Dulles Corridor Rapid Transit Project Coordinator, FCDOT
Rollo Axton, Chief, Transit Services Division, FCDOT

LEASE AGREEMENT

This Lease Agreement ("**Lease Agreement**") is entered into this _____ day of _____, 2010 ("**Effective Date**"), by and between Reston Corporate Center Limited Partnership, a Virginia limited partnership ("**Boston**" or "**Lessor**"), whose address is c/o Boston Properties, 505 9th Street, NW, Suite 800, Washington, DC 20004, and the Board of Supervisors of Fairfax County, Virginia ("**Fairfax**" or "**Lessee**") whose address is 12000 Government Center Parkway, Fairfax, Virginia 22035. Boston and Fairfax, collectively, referred to herein as "**Parties**."

R E C I T A L S:

WHERAS, Boston is the owner of the commercial property located at 12050 Sunset Hills Road, Reston, VA 20190 (herein, the "**Commercial Land Development Site**"), which Commercial Land Development Site includes, but is not limited to a parking lot, access road, and storm water management facility.

WHERAS, the closure of the Reston East park-and-ride lot due to construction of a new mixed-use land development and structured parking lot project adjacent to the newly constructed Wiehle Metrorail station has temporarily dislocated public transit bus stops, and 820 park-and-ride lot spaces.

WHERAS, Fairfax has a policy of supporting public transportation services and facilities, and is desirous of utilizing a specific portion of the Commercial Land Development Site parking lot to operate a new bus stop and park-and-ride lot to accommodate the dislocated transit and park-and-ride lot users.

WHERAS, Fairfax acknowledges and agrees that the Commercial Land Development Site is and shall continue to be private property, except to the extent that any parcels comprising the Commercial Land Development Site may be subject to eminent domain by the proper party in accordance with the applicable provisions of Virginia law.

WHERAS, Boston has constructed certain parking and storm water management facilities on the Commercial Land Development Site, as more particularly shown on the site plan attached hereto as Exhibit A, and for certain and valuable consideration agrees to make available solely for public transit services, and for commuter park-and-ride services those areas of the Commercial Land Development Site as designated on the attached Exhibit A.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated into this Lease Agreement, and of the mutual covenants made by the Parties hereto, the Parties hereby agree as follows:

1. LEASED PREMISES.

Boston hereby grants a lease ("**Lease**") to Fairfax for the purposes of (a) utilizing the parking lot and access road, served by an existing storm water management facility within the Commercial Land Development Site, as designated on the attached Exhibit A, so as to allow ingress and egress by FAIRFAX CONNECTOR bus coaches ("**Coaches**") as may be operated from time to time by private and/or public entities by or on behalf of Fairfax , (b) utilizing a portion of the parking lot located on the Commercial Land Development Site to operate a bus stop ("**Bus Stop**") as designated on attached Exhibit A, and (c) utilizing a portion of the parking lot located on the Commercial Land Development Site, as designated on attached Exhibit A, for commuters who ride transit buses, or otherwise carpool. The designated areas on the attached Exhibit A shall hereinafter be referred to as the "**Leased Premises**". Fairfax will pay Boston an annual rate of one and 50/100 dollars ($1.50) per space, per day ("**Rent Payments**") for this Lease giving Fairfax the right to use the designated portions of the Commercial Land Development Site. In addition to Rent Payments, Fairfax shall make separate payments to Boston for electrical services at the Leased Premises to operate the parking lot lighting. Said payments shall be based upon a sub-metered or apportioned pro-rated amount of the electrical costs. Fairfax shall make Rent Payments under this Lease Agreement to Boston on a monthly basis, with monthly Rent Payments being due in advance on the first day of each month during the Lease Period (as defined below). Payments for electrical services shall be made within thirty (30) days after receipt of Boston's invoice. Payments for any period during the Lease Period consisting of less than a full month (whether due to the Commencement Date occurrence, early termination, or extension of this Lease Agreement), shall be prorated accordingly on a per day basis. If Fairfax fails to make any Rent Payment or payment for electricity on or before the date such payment is due and payable, Fairfax shall pay to Boston a late charge of five percent (5%) of the amount of such payment; provided, however, that Boston shall give Fairfax written notice of failure to make a payment for the first two (2) late payments in a twelve (12) month period and Fairfax shall not owe a late charge if payment is made within five (5) days following Fairfax's receipt of Boston's written notice.

2. CONDITION OF LEASED PREMISES.

(a) Subject to its pre-acceptance inspection rights as set forth in Section 2(b) below, Fairfax shall accept the Leased Premises in an "as is" condition and acknowledges and agrees that the Leased Premises are adequate to meet Fairfax's need for a Bus Stop and a park-and-ride lot. Boston shall not be obligated to make any repairs, improvements, or perform any activities within the Commercial Land Development Site in connection with this Lease Agreement (other than the maintenance of the storm water management facility pursuant to the provisions of Section 2(e) below).

(b) Fairfax, its agents, or authorized employees will be permitted to conduct a pre-acceptance inspection of the Leased Premises following

the Effective Date. Following the pre-acceptance inspection of the Leased Premises but prior to the Commencement Date (as defined in Section 4), Fairfax, its agents, or contractors will be permitted to make improvements to the Commercial Land Development Site that are necessary for operation of the Bus Stop and park-and-ride lot, and as are generally shown on Exhibit A; provided, however, that the making of any such improvements by Fairfax, its agents, or contractors shall be subject to the provisions set forth herein. Such improvements may include, but are not limited to: construction of new access roads for ingress and egress to and from Sunset Hills Road and Town Center Parkway; ADA accessible parking spaces; sidewalks; transit shelters, bicycle storage lockers, and infrastructure necessary for construction of the Bus Stop; refurbishment or reconstruction of existing asphalt parking areas; striping and signing; refurbishment and enhancement of the existing area lighting system; and other improvements deemed necessary by rezoning conditions and/or applicable law. Fairfax shall be responsible for obtaining any and all necessary zoning, planning, and construction permits and approvals. Any of these planned improvements shall be subject to the prior written approval of Boston, which shall not be unreasonably withheld, conditioned, or delayed. In conjunction with the foregoing approval rights granted to Boston, Fairfax shall supply any plans, drawings, or other documents reasonably requested by Boston for its evaluation of any proposed improvement, together with the insurance proposed by Fairfax's contractor (with it being acknowledged and agreed that the types of insurance, coverage limits and additional insured endorsement provided by any contractors or subcontractors must be approved by Boston in its reasonable discretion). Fairfax shall cause its contractors and subcontractors to (1) obtain insurance acceptable to Boston in accordance with the foregoing provisions and (2) name those Boston parties identified as Additional Insureds in Section 8 below as additional insureds under such insurance policies. With respect to any proposed improvement approved by Boston. Boston agrees to cooperate with Fairfax by providing in a timely manner any and all necessary affidavits and signatures of approval, for all permits and approvals or any other legal requirement. Fairfax shall be responsible for erosion control and for sediment removal from the storm water management facility located in the Commercial Land Development Site during construction. Neither Fairfax, its agents, or contractors shall be permitted to undertake any improvements to the Commercial Land Development Site until such parties have provided a certificate of insurance and additional insured endorsement evidencing the insurance coverage required hereby and approved by Boston.

(c) Upon expiration or termination of this Lease Agreement, Fairfax's Lease shall be extinguished, and Fairfax shall leave the Leased Premises and the Commercial Land Development Site in as good a

condition as existed prior to its taking possession of the Leased Premises, normal wear and tear and approved site improvements excepted. Fairfax and Boston shall conduct inspections of the Commercial Land Development Site both before any work is performed by Fairfax, and prior to the termination of this Lease Agreement, in the first case to set forth the condition of the Commercial Land Development Site prior to Fairfax's use ("**Prior Condition**"), and in the second case to determine what, if any, repairs, replacements, or other reasonable improvements may be required to return the Commercial Land Development Site to its Prior Condition (ordinary wear and tear excepted). Fairfax shall not be responsible for removing any approved improvements made to the Commercial Land Development Site, unless otherwise agreed to in writing by both parties prior to the construction of said improvements. Notwithstanding the foregoing, any improvements that remain on the Commercial Land Development Site following the expiration or termination of this Lease Agreement shall be left in good condition, as reasonably determined by Boston. It shall be the responsibility of Fairfax to coordinate the inspections at a date and time that is mutually agreeable to the Parties, and when Fairfax is ready to have them conducted.

(d) Subject to any applicable provision of Section 13, in the event of any damage to the Leased Premises and/or to the Commercial Land Development Site caused by Fairfax, any affiliate of Fairfax, or any of their respective employees, contractors, licensees, agents, or invitees ("**Lessee Parties**"), including, without limitation any damage caused by Fairfax's removal of improvements, Fairfax shall be responsible for all repairs, which shall be completed according to acceptable engineering practices, and to the reasonable satisfaction of Boston.

(e) Throughout the term of this Lease Agreement, Fairfax agrees to maintain the Leased Premises in a condition substantially similar to the condition agreed to by the parties upon final acceptance by Fairfax after completion of the inspection provided in Section 2(b) above and as provided herein. Fairfax shall maintain the Leased Premises in a clean, safe, and sanitary condition, will take good care thereof and make all required repairs thereto, and will suffer no waste or injury thereto. Fairfax further agrees to provide at its sole cost and expense, snow and trash removal services; pay for electrical services for parking lot lighting in accordance with the provisions set forth in Section 1 above; maintain the lighting system serving the Leased Premises; maintain the island planters within the parking lot and Bus Stop areas of the Leased Premises; provide sweeping; provide maintenance of signing and striping associated with the Bus Stop and park-and-ride lot; and provide maintenance of catch basins and other storm water pipes directly associated with the park-and-ride lot and Bus Stop area. Subject to the obligations of Fairfax set forth in

Section 2(b) hereof, Boston agrees to maintain the storm water management facility, including mowing and vegetation removal, and agrees to provide mowing of grass areas around the perimeter, and within all properties referenced in Exhibit A.

(f) In the event Fairfax fails to maintain the Leased Premises in accordance with the provisions set forth in this Lease Agreement, Boston shall have the right, at its option but subject to the notice and cure provisions set forth below, to perform any such required maintenance or repairs and to charge Fairfax for all costs and expenses incurred in connection therewith. Boston agrees that its shall not exercise its rights under this Section 2(f) prior to providing Fairfax with written notice and seven (7) days to cure such failure to maintain, provided that if the same cannot be cured within seven (7) days, Fairfax shall commence cure within such seven (7) day period and diligently pursue the same to completion in a commercially reasonable time period (in no event to exceed thirty (30) days). Notwithstanding the foregoing, Fairfax shall not be entitled to notice or cure if the failure to maintain constitutes an emergency or threat to health or safety.

3. PERMITTED USES.

The Leased Premises shall be used solely and exclusively for the purpose of allowing Fairfax to load and unload passengers only from its Coaches and the designated Bus Stop, and to utilize the existing parking lot within the Commercial Land Development Site for commuter park-and-ride uses. Fairfax will also be permitted to use the Leased Premises for intermittent "standing times" as required for the schedule adherence of the Coaches, or passenger transfers. Fairfax shall not otherwise store unattended Coaches on the Leased Premises. Fairfax acknowledges and agrees that it will not use, nor permit any of its employees to use, any other portion of the Commercial Land Development Site, except for the Leased Premises, except as may be permitted by any future agreements to which Fairfax and Boston may become Parties.

4. TERM.

The term of this Lease Agreement shall commence on the earlier of (a) the date Fairfax commences operations on the Leased Premises for the permitted uses described in Section 3 above, following its installation of the approved improvements and receipt of any applicable permits or occupancy certificates and (b) March 1, 2011 ("**Commencement Date**"), and shall terminate on December 31, 2013 ("**Lease Period**"), unless extended or terminated earlier pursuant to the provisions of this Lease Agreement. In consideration of the Lease granted herein, for each month during the Lease Period (or any portion thereof), Fairfax shall be responsible for delivering payments to Boston in accordance with the provisions set forth in Section 1 above. This Lease Agreement is

subject to renewal for any length of time if both Parties agree to renewal terms in writing, and may be subject to renegotiation of any provisions set forth hereunder, including, without limitation, annual compensation rate for any extension of the Lease Period.

5. PUBLIC TRANSPORTATION ROUTE.

Fairfax shall only be permitted to enter and exit the Commercial Land Development Site according to approved routings as indicated on the attached Exhibit A. Fairfax shall be responsible for causing the operators of its Coaches to utilize only such areas within the Leased Premises for purposes of ingress and egress to and from the designated Bus Stop and within the Commercial Land Development Site. Fairfax shall not alter or modify the approved routings without the prior written consent of Boston.

6. NATURE OF LEASE.

No legal title, easement or other possessory interest in real estate, including any leasehold interest in the Leased Premises and/or the Commercial Land Development Site, or any appurtenances thereto, shall be deemed or construed to have been created or vested in Fairfax by anything contained in this Lease Agreement.

7. TERMINATION OR REDUCTION OF LEASED PREMISES.

(a) The occurrence of any of the following events at any time during the Lease Period shall permit Boston to terminate this Lease Agreement upon six (6) months written notice to Fairfax according to Section 11 herein.

1. Any breach or failure of Fairfax to observe or perform any provision of this Lease Agreement, and the continuance of such breach or failure for twenty (20) days after receipt of written notice by Boston; provided, however, that with respect to any monetary default, Boston shall only be required to deliver notice for the first two (2) occurrences in any twelve (12) month period.
2. Any future development of the Commercial Land Development Site, provided, however, that, (A) upon the occurrence of any future development of the Commercial Land Development Site, the Parties will cooperate and will use good faith efforts to endeavor to relocate the Leased Premises to an alternate location or area of the Commercial Land Development Site, and (B) notwithstanding the foregoing, in no event shall the foregoing clause (A) be deemed to require Boston to accommodate or facilitate a relocation of the Leased Premises to an alternate

location or area of the Commercial Land Development Site or to any other property owned by Boston or its affiliates.

3. The whole or partial taking of any portion of the Leased Premises and/or the Commercial Land Development Site by any governmental authority, or the granting of a deed in lieu of any portion.
4. The imposition by any governmental authority of a requirement of additional parking spaces in connection with any property owned by Boston in the Reston Town Center area such that Boston desires to use the Commercial Land Development Site for its own parking purposes.

(b) The occurrence of the following events at any time during the Lease Period shall permit Boston to, upon thirty (30) days written notice to Fairfax (except as otherwise provided in subsection 2 below), terminate this Lease Agreement:

1. Failure to provide the insurance coverage required by Section 8 below, whether due to the failure of an annual appropriation by the Fairfax County Board of Supervisors or otherwise.
2. Claims arising from Fairfax's use of the Leased Premises cause a materially adverse effect on the insurance maintained by Boston covering the Leased Premises (e.g. an increase in insurance premiums payable by Boston or denial of coverage for insurance maintained by Boston); provided, however, that prior to Boston exercising its termination right under this Section 7(b)(2), Boston shall provide notice to Fairfax describing the material adverse effect in reasonable detail and advising Fairfax if such effect is capable of being cured. If such material adverse effect is not capable of being cured, then the Lease Agreement shall terminate thirty (30) days following Fairfax's receipt of Boston's notice. If Boston's notice indicates that such material adverse effect is capable of being cured, Fairfax shall have five (5) business days to notify Boston of its desire to cure the same and shall diligently prosecute such cure to completion no later than thirty (30) days thereafter. If Fairfax (a) fails deliver notice of its election to cure within such five (5) business day period, or (b) delivers notice of its election to cure but fails to complete the same within the aforementioned thirty (30) day cure period, then Boston may elect to terminate the Lease agreement by a second written notice and such termination shall be effective thirty (30) days after Fairfax's receipt of such notice.

(c) In addition to Boston's termination rights set forth in 7(a) and (b) above, Boston shall also have the right to terminate the Lease Agreement in connection with the sale of the Commercial Land Development Site (or any portion thereof) to a third party in

accordance with provisions of this Section 7(c). If, at any time during the term of this Lease Agreement, Boston enters into an agreement to sell the Commercial Land Development Site (or any portion thereof) to a third party, Boston shall have the right to terminate this Lease Agreement by delivering written notice to Fairfax, which termination shall be effective upon the consummation of the sale to the third party purchaser but in no event sooner than one-hundred twenty (120) days following Boston's delivery of the termination notice to Fairfax.

(d) The occurrence of the following events at any time during the Lease Period shall permit Fairfax to, upon thirty (30) days written notice to Boston, either (1) terminate this Lease Agreement or, (2) upon the occurrence of Item 4 below (only), reduce the Leased Premises subject to the terms and conditions set forth in Section 7(e) below:

1. A determination by Fairfax of insolvency of Boston or the filing of bankruptcy by Boston.
2. Any situation whereby Fairfax reasonably determines that Fairfax or the Coaches are denied reasonable use of the Leased Premises by Boston for a period in excess of 20 days.
3. Fairfax decides to terminate, or change the routing of, the route(s) which serve the Commercial Land Development Site.
4. Fairfax determines the transit ridership or park-and-ride usage is less than anticipated, or is inadequate to justify expenditure of public funds.

(e) The reduction in the Leased Premises following the occurrence of the event described in Item 4 above shall be made in accordance with the provisions set forth in this Section 7(e). Reduction of the Leased Premises shall be in increments of no less than one hundred (100) parking spaces. The reduction of the Leased Premises shall be designed so that (1) Boston is able to freely access and use the parking spaces that will no longer remain in the Leased Premises (herein, the "**Give Back Spaces**") for any commercially reasonable use that Boston desires, and (2) the Give Back Spaces are not accessible from the Leased Premises or able to be used by Fairfax. Fairfax shall be required to pay for the installation of temporary fencing and any other installation reasonably necessary to provide Boston with access to the Give Back Spaces and to exclude Fairfax from the same. Fairfax's delivery of notice under Section 7(d) shall include its plan for reduction, and Boston shall have the right to approve such plan prior to its implementation (which approval shall be in Boston's sole discretion). Following the implementation of any approved reduction of the Leased Premises, the Rent Payments required under Section 1 shall be reduced to account for the Give Back Spaces.

(f) Upon termination by either Boston or Fairfax, Fairfax shall remove all non-affixed personal property and any installed improvements designated for removal by the parties in accordance with Section 2(c).

Additionally, Fairfax reserves the right to remove any installed personal equipment, bus shelters, bicycle storage lockers, signs, and other similar appurtenances, and shall, at Fairfax's sole expense, repair any damage caused during such removal to Boston's reasonable satisfaction; provided, however, that any installed equipment or other appurtenances which are permitted to be left on the Leased Premises shall be left in good condition, as reasonably determined by Boston. Fairfax shall not remove any hard surfaces or underground infrastructure, including but not limited to pavement, curb, sidewalk, landscape islands, trees or shrubbery, storm drainage pipes, catch basins, electrical lighting, or water systems. Upon termination or expiration of this agreement, Fairfax shall be responsible for removal of any unauthorized private vehicles remaining parked on the lot.

(g) Notwithstanding anything herein to the contrary but subject to the terms and conditions set forth herein, Boston shall have the right, at any time during the Lease Period (but upon reasonable notice to Fairfax), to reduce a portion of the Leased Premises on a temporary basis. Boston's temporary reduction of the Leased Premises shall not prevent the operation of the remaining portion of the Leased Premises for the Permitted Use. If Boston elects to exercise its rights hereunder, Boston shall limit its reduction of the Leased Premises to those areas deemed commercially necessary for Boston's temporary use and shall use commercially reasonable efforts to minimize interference with Fairfax's use of the remaining portion of the Leased Premises. If Boston's reduction of the Leased Premises results in the reduction of parking spaces available for use by Fairfax, the Rent Payments required under Section 1 shall be reduced accordingly, and Fairfax shall not be required to pay for any spaces temporarily reclaimed by Boston for the period of Boston's use.

8. INSURANCE.

Throughout the Lease Period, Fairfax shall maintain the following minimum insurance coverage and shall be solely responsible for the payment of any deductible(s) contained in its insurance policies. Fairfax is self insured for both worker's compensation and employer's liability, and is insured for auto liability through the Virginia Transit Liability Pool for the Fairfax Connector. Prior to the commencement of this Lease Agreement, Fairfax shall provide certificates of insurance statements to Boston that evidence the following:

(a) Commercial General Liability insurance with a limit of $1,000,000/$2,000,000 per occurrence and in the aggregate, and an excess liability policy with a $10,000,000 limit.

(b) Commercial Auto Liability insurance with a minimum limit of $2,000,000 per accident, and a maximum insurance coverage of $15,000,000 per incident.

(c) Workers Compensation in compliance with any and all statutes requiring such coverage in the state of Virginia, covering all employees, volunteers, temporary employees and leased employees. Employers Liability insurance with a minimum limit of $1,000,000 each employee and $1,000,000 policy aggregate.

Claims, suits or actions brought on account of any injury or damage sustained to any person, or to the property of any person with respect to the Leased Premises, excepting any incident involving the FAIRFAX CONNECTOR, should be directed to:

Claims Manager, Risk Management
County of Fairfax County Government
12000 Government Center Parkway, Suite 215
Fairfax, Virginia 22035-5511

Claims, suits or actions brought on account of any injury or damage sustained to any person, or to the property of any person involving the FAIRFAX CONNECTOR or as a direct result of utilizing the FAIRFAX CONNECTOR should be directed to:

Administrator
Virginia Transit Liability Pool
P.O.Box 245
Crozier, VA 23039-0245
(804) 784-0394
(804) 784-0396 Fax

The commercial General Liability insurance policy shall name Lessor, Boston Properties Limited Partnership, a Delaware limited partnership, Boston Properties, Inc., a Delaware corporation, Boston Properties LLC, a Delaware limited liability company, BP Management, L.P., a Delaware limited partnership (collectively, the "**Additional Insureds**"), as additional insureds (with an additional insured endorsement acceptable to Boston), and shall provide 30 days prior written notice of cancellation to Owner from insurance company. Fairfax shall deliver the additional insured endorsements to Boston concurrently with its delivery of the corresponding certificates of insurance as required hereby. The certificate of insurance must designate that all coverage is primary and not contributing with any other insurance available to the additional insured's and that coverage is applicable to all services required under the Lease Agreement with the insured. Insurance coverage shall be maintained with an insurance company licensed and admitted to do business in the state in which the Commercial Land Development Site is located and shall be rated by AM Best as "A" VIII or better, or as otherwise acceptable to Boston.

All insurance policies shall include a waiver by the insurance company of all rights against Boston, its agents, directors, partners, officers, employees and representatives that might arise by reason of any payment under any policies carried by Fairfax or by reason of any act or omission of Boston, its agents, directors, partners, officers, employees or representatives.

Regardless of whether Lessee is self insured, Lessee agrees to require any and all private entities operating Coaches on Fairfax's behalf to maintain insurance naming as additional insureds the Additional Insureds listed above and such insurance shall include the same coverage types and limits as required for Fairfax under this Section 8 (with any reduction in limits subject to the approval of Boston) and shall contain an additional insured endorsement approved by Boston. All insurance coverage shall stipulate that such coverage shall not be materially reduced, cancelled or not renewed unless the insurer shall give thirty (30) days' prior written notice to all insured parties. Lessee agrees to provide Lessor with a copy of all certificates of insurance (and the additional insured endorsements), including those from private entities operating on Fairfax's behalf, prior to commencement of this Lease.

9. ANNUAL APPROPRIATIONS.

All requirements for funds to be borne by Fairfax shall be subject to annual appropriations by the Fairfax County Board of Supervisors.

10. SUCCESSORS AND ASSIGNS.

This Lease Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and to their respective successors and assigns; provided, however, that Fairfax and Boston shall not assign any of its respective rights under this Lease Agreement without the prior written consent of both Parties.

11. INDEPENDENT CONTRACTORS.

Nothing in this Lease Agreement shall be deemed or construed by the Parties hereto as to create any partnership, joint venture or employer/employee relationship between the Parties.

12. NOTICES.

All notices, demands, requests, consents, or other communications which this Lease Agreement contemplates, or requires or permits any Party to give to the other Party shall be in writing and shall be personally delivered or sent by a recognized overnight courier, return receipt requested, addressed to the respective Party as follows:

Fairfax:	Katharine D. Ichter, P.E., Director Department of Transportation County of Fairfax 4050 Legato Road, Suite 400 Fairfax, Virginia 22033-2895
Boston:	Reston Corporate Center Limited Partnership c/o Boston Properties Attn.: Peter V. Otteni, Vice President 505 9th Street, NW, Suite 800 Washington, D.C. 20004
With a copy to:	Boston Properties Attn.: Regional General Counsel 505 9th Street, NW, Suite 800 Washington, D.C. 20004

Notices may be given at such other address as any Party may from time to time designate by written notice to the other Party, as prescribed in this Section. All notices or other communications required hereunder shall be deemed duly given if delivered in person (with receipt therefor) or by recognized overnight courier, when received or refused to the addresses set forth above.

13. GOVERNING LAW.

This Lease Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, including Section 8 (c) of this Lease Agreement. If any provision of this Lease Agreement is ruled invalid or unenforceable by a court of proper jurisdiction, then the remainder of this Lease Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Lease Agreement shall not be construed as a waiver of Fairfax's or the Commonwealth of Virginia's sovereign immunity.

It is the intent that the Lease Agreement shall be personal to Fairfax, shall not create any interest in real property, and shall not give rise to any liability on part of Boston, except to the extent that Boston has agreed to perform certain maintenance services as described herein, during the Lease Period.

This Lease 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.

14. <u>ENTIRE AGREEMENT: AMENDMENTS</u>.

This Lease Agreement, together with any exhibits hereto, represents the entire agreement between the Parties and supersedes all prior negotiations, representations, writings or agreements between the Parties, whether oral or written. No amendment or modification to this Lease Agreement shall be binding unless it shall be in writing and signed by all the parties. This Lease Agreement is not binding and effective unless signed by an authorized representative of the Parties hereto.

15. COUNTERPARTS.

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

This Lease Agreement is entered into as of the day and year first written above.

Date: _____ Lessor/Boston:

RESTON CORPORATE CENTER LIMITED PARTNERSHIP, a Virginia limited partnership

By: Boston Properties LLC,
a Delaware limited liability company,
its general partner

By: Boston Properties Limited Partnership,
a Delaware limited partnership,
its managing member

By: Boston Properties, Inc.,
a Delaware corporation,
its general partner

By:_____

Name:_____

Title:_____

Date: _____ Lessee/Fairfax:

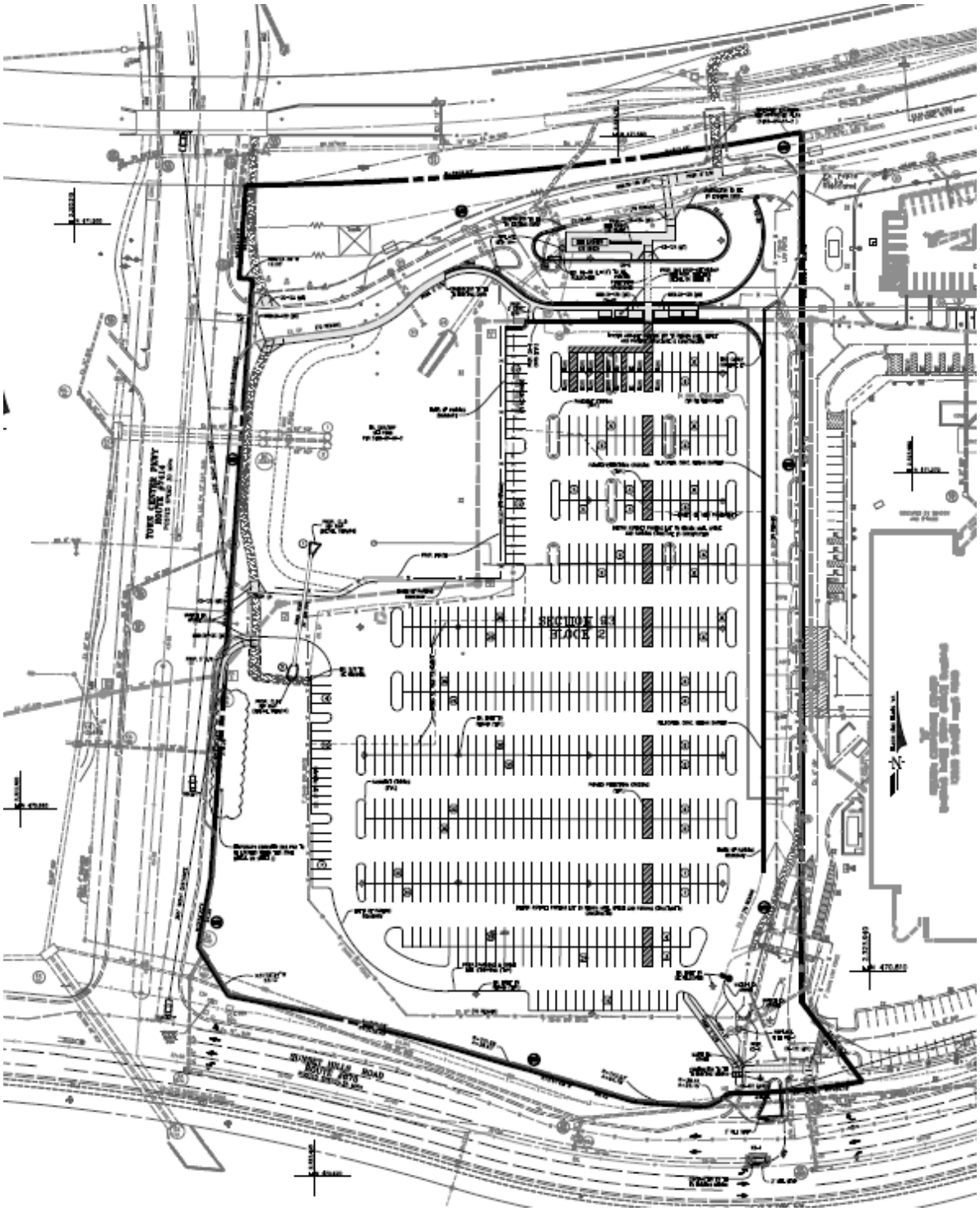
Board of Supervisors of Fairfax County, Virginia

By: _____
Anthony H. Griffin, County Executive
on behalf of Lessee

EXHIBIT A

DIAGRAM OF COMMERCIAL LAND DEVELOPMENT SITE

[To show designated areas comprising the Leased Premises]



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Board Agenda Item
December 7, 2010

INFORMATION – 1

Presentation of the Fiscal Year 2010 Comprehensive Annual Financial Report (CAFR)

Annually, pursuant to the *Code of Virginia* (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for Fiscal Year 2010 have been audited by KPMG LLP (KPMG), and KPMG's unqualified opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's CAFR. A representative from KPMG is with us today.

In addition to meeting the requirements of the Code, the audit was designed to meet the requirements of the U. S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the related Circular A-133 Compliance Supplement. Known as the Single Audit, this is a special type of compliance audit applicable to specific federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. KPMG's reports related specifically to this audit activity are included in a separate Single Audit Act Report.

Auditing standards generally accepted in the United States of America require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses. In a letter addressed to the Board of Supervisors, KPMG reports that no material weaknesses were noted. This has been the case for the past 17 consecutive years, which is quite an achievement considering the size and complexity of the County's financial operations.

The CAFRs presented today will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The 2009 CAFRs for the County, the Integrated Sewer System, and the Park Authority were awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA.

A comprehensive package was delivered directly to the offices of each member of the Board of Supervisors on or before November 30, 2010. The package included:

- The Fiscal Year 2010 Comprehensive Annual Financial Report
- KPMG's required communications letter pertaining to the conduct of the audit addressed to the Board
- KPMG's letter reporting no material weaknesses addressed to the Board
- The Single Audit Act Report

In compliance with the Code, a copy of the Fiscal Year 2010 CAFR is being provided to the Clerk to the Board of Supervisors where it shall remain open to public inspection. The CAFR is being made available for public use in the reference sections of the County's regional and community libraries as well as on Fairfax County's Web site.

ENCLOSED DOCUMENTS:
None. A comprehensive package has been delivered to the office of each member of the Board of Supervisors.

STAFF:
Edward L. Long, Jr., Deputy County Executive
Victor L. Garcia, Director, Department of Finance
John D. Higgins, Deputy Director, Department of Finance
Richard M. Modie, Acting Chief, Financial Reporting Division, Department of Finance

Board Agenda Item
December 7, 2010

INFORMATION - 2

Contract Award – Alcohol/Drug Testing and Medical Review Officer Management Services

On July 30, 2010, the Department of Purchasing and Supply Management issued Request for Proposal 11-182390-31, soliciting offers from qualified sources to provide Alcohol/Drug Testing and Medical Review Officer Management Services for Fairfax County Government (County) and Fairfax County Public Schools (FCPS).

Typical services provided under the contract include:

- Drug/alcohol testing of County and FCPS employees who possess a commercial driver's license in compliance with the Omnibus Transportation Employee Testing Act of 2010.
- Interpretation and review of drug/alcohol tests by a physician (Medical Review Officer or MRO) prior to reporting results to the County and FCPS.
- Random monthly drug/alcohol testing of designated Police Department employees, the Department of Family Services employees and FCPS student athletes.

RFP11-182390-31 was publicly advertised and notice was directly sent to 2,976 potential offerors and seven firms submitted proposals. A Selection Advisory Committee (SAC) was formed, comprised of representatives from the County and FCPS. The SAC evaluated the proposals in accordance with the criteria and procedures established in the RFP. Upon completion of the final evaluation and negotiation, the SAC recommended award of the contract to FirstLab.

The Fairfax County Department of Tax Administration has verified that FirstLab is not required to have a Fairfax County Business, Professional & Occupational License (BPOL), as FirstLab does not have an office located in Fairfax County or Virginia.

Unless otherwise directed by the Board of Supervisors, the County Purchasing Agent will proceed with an contract award to Firstlab for Alcohol/Drug Testing and Medical Review Officer Management Services.

FISCAL IMPACT:
The amount for the contract is estimated at $279,106 annually ($234,106 for Fairfax County Public Schools and $45,000 for Fairfax County Government) for the each year

of the five-year contract. Sufficient funding is available in the FY 2011 Adopted Budget Plan to cover the County portion of this costs.

ENCLOSED DOCUMENTS:
Attachment 1: List of Offerors for RFP 11-182390-11

STAFF:
Edward L. Long, Jr., Deputy County Executive
Victor Garcia, Director, Department of Finance
Cathy A. Muse, Director, Department of Purchasing and Supply Management

Attachment 1

List of Offerors for RFP11-182390-31

- Firstlab
  100 Highpoint Drive, Suite 102
  Chalfont PA 18914

- CDT, Inc.
  250 N. Golden Drive, Suite 210
  Santa Ana, CA 92705

- Complete Health
  208 Elden Street
  Herndon, Virginia 20170

- First Advantage
  100 Carillon Parkway
  St. Petersburg FL 33716

- Forensic
  4443 Brookfield Corporate Drive, Suite 115
  Chantilly, VA 20151

- Northern Virginia Drug Test Solutions LLC
  2465 Centerville Road
  J727-17
  Herndon, VA 20171

- Secure Results
  2421 Bristol Road
  Warrington PA 18976

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Board Agenda Item
December 7, 2010

INFORMATION - 3

Contract Award – Physical Exams and Medical Evaluations

On August 6, 2010, the Department of Purchasing and Supply Management issued Request for Proposal 11-183566-31, soliciting offers from qualified sources to provide Physical Examination and Medical Evaluation Services for Fairfax County Government (County) and Fairfax County Public Schools (FCPS).

Typical services provided under the contract are targeted for non-public safety employees and will include:

- Physical examinations for FCPS school bus drivers as required by Code of Virginia, Section 22.1-178.
- Physical examinations for employees working with hazardous materials as required by the Virginia Department of Health and Human Services.
- Physical examinations for employees required to possess a commercial driver's license in the performance of their duties.
- Physical examinations and psychiatric evaluations for employees due to performance, conduct, or medical issues.
- Medical evaluations as required by the Educational Employees' Supplemental Retirement System of Fairfax County (ERFC) Plan Document for members retired from the system on disability.
- Medical and psychiatric fitness for duty evaluations.

RFP11-183566-31 was publicly advertised and notice was directly sent to 1,356 potential offerors and one firm submitted a proposal. A Selection Advisory Committee (SAC) was formed, comprised of representatives from the County and FCPS. The SAC evaluated the proposal in accordance with the criteria and procedures established in the RFP.

Upon completion of final evaluation and negotiation, the SAC recommended award of the contract to the top ranked offeror, INOVA Health Systems (INOVA).

The Fairfax County Department of Tax Administration has verified that INOVA is not required to have a Fairfax County Business, Professional & Occupational License (BPOL), as INOVA is a non-profit health care provider.

Unless otherwise directed by the Board of Supervisors, the County Purchasing Agent will proceed with a contract award to INOVA Workplace Health Services for Physical and Medical Examinations.

FISCAL IMPACT:
The amount for the contract is estimated at $200,000 annually ($140,000 for Fairfax County Public Schools and $60,000 for Fairfax County Government) for the first two years of the five-year contract. For the final three years of the contract, the cost increases two percent each year to reflect inflation. The Fairfax County Department of Management and Budget has confirmed that funding is available for this contract.

ENCLOSED DOCUMENTS:
Attachment 1 - List of Offerors for RFP 11-183566-31

STAFF:
Edward L. Long, Jr., Deputy County Executive
Cathy A. Muse, Director, Department of Purchasing and Supply Management
Susan Woodruff, Human Resources Director, Fairfax County Government

Attachment 1

List of Offerors for RFP 11-183566-11

INOVA Health Systems
8110 Gate House Road
Suite 400
Falls Church Road 22042

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Board Agenda Item
December 7, 2010

INFORMATION - 4

Contract Award - Geotechnical Engineering and Testing Services Task Order Contract

Consulting engineering services are needed to provide geotechnical engineering and testing services on various Fairfax County projects which are being designed by County staff and/or when these services are not part of a design contract with an outside firm. The contract will be for calendar year 2011 with the option to renew for two additional one-year periods. The ceiling for the contract is $650,000 for the calendar year 2011.

ECS Mid-Atlantic, LLC, was selected in accordance with the guidelines contained in the Fairfax County Purchasing Resolution. The Department of Tax Administration has verified that ECS Mid-Atlantic, LLC, has the appropriate Fairfax County Business, Professional and Occupational License.

Unless otherwise directed by the Board of Supervisors, the Department of Public Works and Environmental Services will proceed to award this contract to ECS Mid-Atlantic, LLC, in the amount of $650,000. The contract will be renewable for two additional one-year terms.

FISCAL IMPACT:
Funding for this contract will be available from the applicable projects for which the engineering service is required. The amount of funding and the funding source will be identified prior to authorizing each task. The Department of Public Works and Environmental Services will authorize individual task orders as they are identified.

ENCLOSED DOCUMENTS:
Attachment 1 - List of Awardee and other firms interviewed
(Copy of Contract available in Office of the Clerk to the Board)

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services

Attachment 1

List of Awardee and Other Firms Considered

Awardee:

ECS Mid-Atlantic, LLC
14026 Thunderbolt Place, Suite 100
Chantilly, Virginia 20151-3232

Other Firms Interviewed:

Froehling and Robertson, Incorporated
22923 Quicksilver Drive, Suite 111
Dulles, Virginia 20166

GeoConcepts Engineering, Incorporated
19955 Highland Vista Drive, Suite 170
Ashburn, Virginia 20147

Board Agenda Item
December 7, 2010

INFORMATION – 5

Contract Award – Schneider Branch Stream Restoration (Sully District)

Six sealed bids were received and opened on November 10, 2010, for the construction of the Schneider Branch Stream Restoration, Project CU8001, Cub Run Pro Rata Share Projects, Fund 316, Pro Rata Share Drainage Construction. This contract award will provide for the restoration of approximately 980 linear feet of stream along Schneider Branch and will restore the stream by establishing a stable stream morphology through the use of natural channel design principles and soil bio-engineering. This project is included in the FY 2011 - FY 2015 Adopted Capital Improvement Program (with Future Fiscal Years to 2020).

The lowest responsive and responsible bidder is Avon Corporation. The firm's bid of $396,734.97 is $32,751.97 or 9% higher than the Engineer's Estimate of $363,983.00. The second lowest bid of $408,699.19 is $11,964.22 or 3% above the low bid. The highest bid of $617,631.75 is $220,896.78 or 56% above the low bid.

Avon Corporation has satisfactorily completed several County projects and is considered a responsible contractor. The Department of Tax Administration has verified that Avon Corporation has the appropriate Fairfax County Business, Professional and Occupational License. Avon Corporation is a small business firm.

This bid may be withdrawn after December 24, 2010.

Unless otherwise directed by the Board of Supervisors, the Department of Public Works and Environmental Services will proceed to award this contract to Avon Corporation in the amount of $396,734.97.

FISCAL IMPACT:
Funding in the amount of $523,845 is necessary to award this contract and fund the associated contingency and other project costs including design, testing, contract administration, and inspection. Funding is currently available in Project CU8001, Cub Run Pro Rata Share Projects, Fund 316, Pro Rata Share Drainage Construction.

ENCLOSED DOCUMENTS:
Attachment 1 – Order of Bidders
Attachment 2 – Vicinity Map

Board Agenda Item
December 7, 2010

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services

ATTACHMENT 1

DEPARTMENT OF PUBLIC WORKS
& ENVIRONMENTAL SERVICES
CONSTRUCTION MANAGEMENT DIVISION

COUNTY OF FAIRFAX
VIRGINIA

DATE OF BID OPENING: November 10, 2010
NO AWARD OF CONTRACT YET MADE

SCHNEIDER BRANCH STREAM RESTORATION
CONTRACT NO. 10316075
PROJECT NO. CU8001-CU014

ORDER OF BIDDERS

1. Avon Corporation..... $396,734.97
   5241-A Rolling Road
   Springfield, VA 22151

2. Environmental Quality Resources, L.L.C. $408,699.19
   1405 Benson Court, Suite C
   Arbutus, MD 21227

3. Total Development Solutions, L.L.C..... ..... $454,188.65
   7805 Progress Court
   Gainesville, VA 20155

4. Meadville Land Service, Inc..... ..... $494,865.00
   10551 S. Watson Run Road
   Meadville, PA 16335

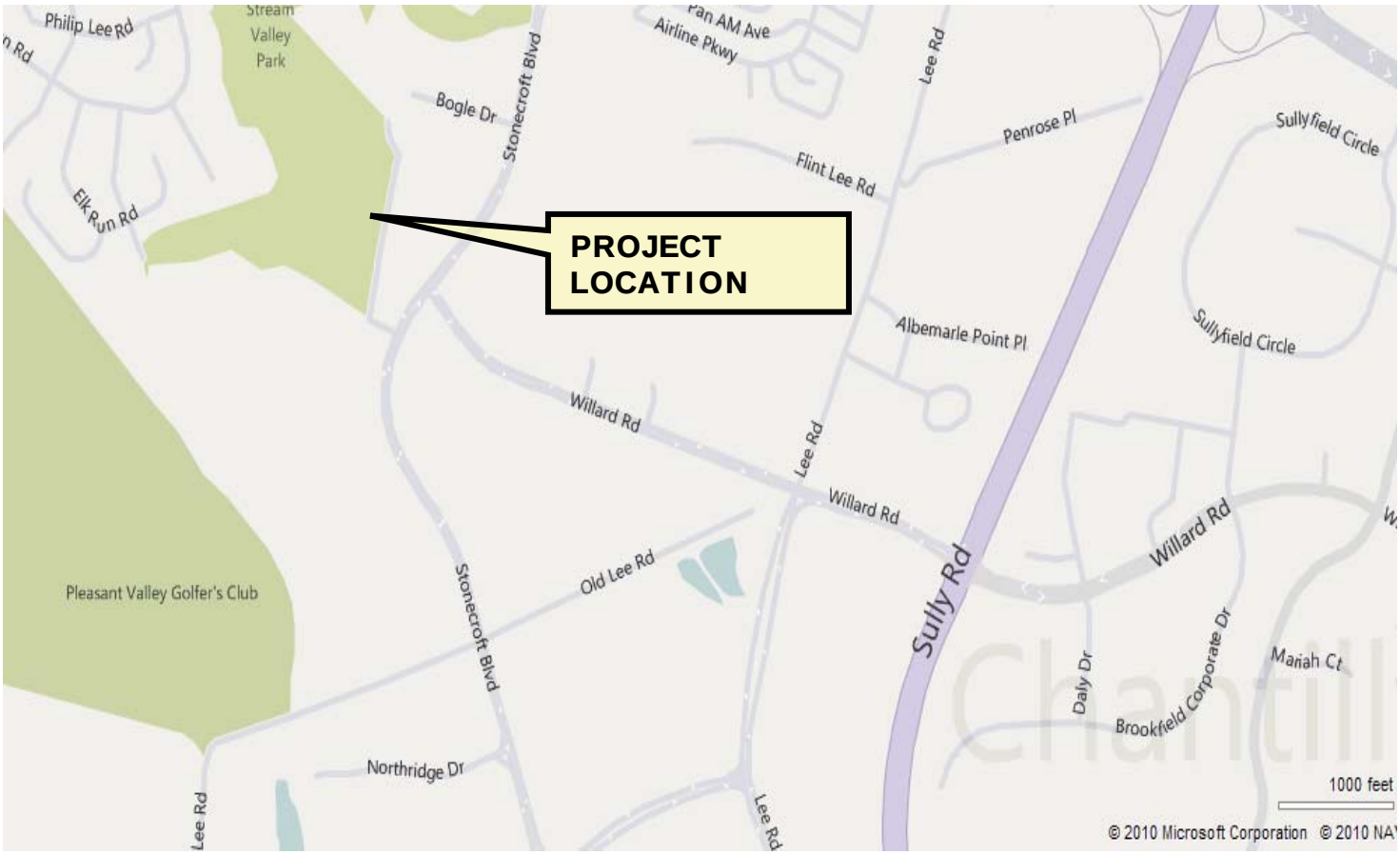
5. Angler Environmental..... ..... $499,900.00
   12881 Randolph Ridge Lane
   Manassas, VA 20109

6. Sagres Construction Corporation..... ..... $617,631.75
   5420 Oakwood Road
   Alexandria, VA 22310

ENGINEER'S ESTIMATE $363,983.00

Contract Time: 150 Calendar Days

Attachment No. 2



SCHNEIDER BRANCH STREAM RESTORATION

CONTRACT NO. CN10316075, PROJECT NO. CU8001-CU014

SULLY DISTRICT TAX MAP NO. 33-4

Board Agenda Item
December 7, 2010

INFORMATION – 6

Contract Awards and Approval of Street Acceptance Items During the Period Between the December Board Meeting and the First Board Meeting in January

Current Board policy requires that the County Executive obtain Board authorization to award construction, professional and consultant contracts in excess of $100,000 unless a severe emergency occurs (flood, sewer main breaks, etc.). Since December 15, 1980, the Board of Supervisors has authorized the County Executive or the appropriate Deputy County Executive to award miscellaneous construction and professional and consultant contracts during the period between the December meeting and the first meeting in January. In addition, since September 24, 1984, the Board also has authorized the County Executive or the appropriate Deputy to approve requests for roads to be accepted into the State Secondary System, and similar matters without Board action during the period between the December meeting and the first meeting in January.

Unless otherwise directed, the County Executive or the appropriate Deputy County Executive will continue to approve street acceptance items and award contracts during the period between the December meeting and the first meeting on January 11, 2011. Whenever a contract exceeds the estimate by 10 percent, it will be discussed with the Board Member in whose district the project is located and the Chairman of the Board before action is taken. The Board will receive notification of all contracts awarded.

ENCLOSED DOCUMENTS:
None

STAFF:
Catherine A. Chianese, Assistant County Executive

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Board Agenda Item
December 7, 2010

INFORMATION - 7

Planning Commission Action on Application 2232-S10-13, T-Mobile, in Conjunction with Milestone Communications (Washington Irving Middle School) (Springfield District)

On Thursday, November 18, 2010, the Planning Commission voted unanimously (Commissioner Sargeant absent from the meeting) to approve 2232-S10-13.

The Commission noted that the application met the criteria of character, location and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-S10-13 sought approval to construct a telecommunications facility consisting of a 115-foot tall pole with six panel antennas and up to three equipment cabinets at Washington Irving Middle School, 8100 Old Keene Mill Road in Springfield. Co-location opportunities for four additional providers are shown subject to future 2232 review approval. (Tax Map 79-4 ((1)) 01).

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpts from 11/18/10 Commission meeting
Attachment 2: Vicinity map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Acting Director, Department of Planning and Zoning (DPZ)
David B. Marshall, Chief, Public Facilities Branch, Planning Division, DPZ
Barbara J. Lippa, Executive Director, Planning Commission Office

2232-S10-13 – T-MOBILE, IN CONJUNCTION WITH MILESTONE COMMUNICATIONS (Washington Irving Middle School)

Decision Only During Commission Matters
(Public Hearing held on October 6, 2010)

Chairman Murphy: I have a decision only and I'll ask Vice Chairman Alcorn to chair the proceedings.

Vice Chairman Alcorn: Thank you very much. Commissioner Murphy.

Commissioner Murphy: Thank you. I have a decision only on an item we heard several weeks ago. It is application, 2232-S10-13, T-Mobile, in conjunction with Milestone Communications, for a cellular tower at Irving Middle School. I'm going to start off before I get into the actual motion and my rationale for making that motion, I do want to touch on four things that I would like to have in the record. First of all, I want to talk about the notification process for this particular application. We had a balloon test on the 12th of June, another one on the 17th of June. T-Mobile had a community meeting on July 20th, and our community meeting was held in Supervisor Herrity's Office on September 13th. As a matter of fact, to make sure the community had an opportunity to view the balloon test, on one Saturday it was pouring rain and we had another test after that. Ms. Harsel, being our neighbor in the Braddock District, came to both our balloon tests, but we postponed it because it was a rainy day and we wanted to make sure that everyone who had an opportunity to see the balloon had an opportunity to see it on a day that wasn't raining. The legal notice was sent to the property owner, which is the School Board, homeowners associations, and citizens in the district, according to the laws and regulations by the State. And I want to make sure that we have in the record that on all the legal notices it read, "The proposed facility will be a 115-foot tall monopole and equipment within a fenced-in and screened compound." We have received some letters, and it's very discouraging to get these letters, and it stated that "the Springfield District is trying to sneak in a 115-foot monopole." I don't know how you sneak in a 115-foot monopole. We had some problems with language in one application where a monopole was described as a "telecommunications facility," and after that it went out to the public and we learned about it. I had a meeting of a couple of our committees and we talked with the staff and from now on that's not going to happen. If the facility being advertised is a monopole, it will not be a called a telecommunications facility. I mean, it will not be called a telecommunication facility, it will be called a monopole or a tree monopole or a flag monopole. So, I just want to make it clear that the legal notices did say in fact that this was a telecommunications monopole. Also, we sent plans to the abutting properties to Old Keene Mill Road Westwood Baptist Church, the Old Keene Mill Road Cary Professional Center, the Old Keene Mill Road Springfield Country Club, and the Old Keene Mill Road Medical Office Condo. All those three - - the first three support the application. The folks in - - some folks in the office condo building did not support the application and quite frankly, their building is closest to the monopole itself. That's the first thing is the notification. The second thing is an issue that has spiked in Fairfax County. We've dealt with it in the Providence District. We've dealt with it in the Hunter Mill District. And that's the issue of health. And we'll

say it again, and I will read into the record the Telecommunications Act, as amended in 1996, which states, "No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions." And this means that according to the Federal Government of the United States of America, which we all serve in this process, we cannot deny an application on health issues. Having said that, we get letters that people are citing studies from Russia, London, China - - wonderful. Google it, 10 people will agree with you no matter what your opinion is. We cannot go by studies done in foreign countries, we have to go by the FCC. And recently, we have a TV show called "Planning Commission Roundtable," and I did two tape - - two tapings, two shows, two half-hour programs on the health issues and other issues, but basically it focused on the health issue of telecommunications facilities and monopoles. My guests were Jeffrey S. Steinberg, Deputy Chief of Spectrum & Competition Policy Division at the FCC, and Dominick Arcuri, MP-PMP-PE - - I guess that means Professional Engineer, from RCC Consultants, an independent firm. And quite frankly, I think most people will agree that have read stuff about this that's being put out in the United States of America, there is more danger to these cell phones putting up to their head than the monopole puts out with RF emissions. And these monopoles have been tested. They're tested by the School Board as part of their policy. Milestone will come out and test a pole that is already up to make sure that the RF emissions follow the FCC guidelines. So, the health issues have been blown way out of proportion - - way out of proportion. And again, no matter how out of proportion it is, we cannot deny the application based on health issues because the Federal Government is confident that the FCC is correct in its rules and regulations concerning the RF emissions. Just a couple other things that were brought up at the public hearing. One, I asked what the Fairfax County School Board regulations were concerning its students at intermediate schools and high schools having cell devices - - cell phone devices - - iPods, all this kind of texting stuff that they have. And they can bring them to school, but they can't use them on school property. But if there is an emergency and unfortunately as we look at the news as of the last 5 or 10 years, there had been emergencies at schools, God forbid it happens in Fairfax County. But I think there's a level of comfort when the parents know that their children have cell phones in case there is something wrong and the principal gives permission, they can use those cell phones to talk to their parents and anyone else. Also, we don't get in on these 2232 applications on funding or contractual agreements. So, the contract between Milestone and the School Board is a contract between Milestone and the School Board. It doesn't enter into our determination as to whether or not the 2232 should be approved or denied. But one issue that came up is the monetary issue, how much money will a school make if the monopole is placed on its property. And it's quite simple. The initial payment to the school upon the approval of the monopole is $25,000, and the school principal can use that money to do whatever he feels necessary, and they will receive $5,000 for each additional use on the pole, and then after that, $1,800 annually plus a three percent increase as times goes on. So, that is the financial considerations. Now having said that as a rather lengthy introduction - - looking at the 2232 application, which in fact is an animal of the state, it's not a Fairfax County rule or regulation. They consider these monopoles as public facilities and any public facility in the State has to go through a 2232 review. And in that review, it is clearly mandated that we look at three criteria

in making our judgment, and that are character, location, and extent. Where it is, how it affects the community, what the height is, and so forth and so on. The staff report - - there is a thorough analysis in the staff report that this monopole is in the best place it could possibly be on this government-owned property. And quite frankly, the Plan calls for our monopoles being placed first on government-owned property and this property is owned by the School Board. No trees will come down. A lot of people said trees will come down. The way this has been designed is the monopole that is in the treed area will have a platform to house its ancillary equipment. It is designed for three carriers. It will be a - - it will be - - it will carry three carriers, and there will be three sets of equipment. All those will be buffered and screened on a platform near the monopole. The monopole is 115 feet high. The panels are built into the side of the monopole, it's not going to stick out, there's not going to be a crown on the top. It's not going to be a tree, it doesn't shed its leaves in a treed area. Okay? Now having said that, will you see it? Yes. You'll see it. Not very well from a lot of places, but you will see it. And I noticed coming down Keene Mill Road tonight, the fall is upon us and the leaves are coming down from the trees. And you know what I noticed on Keene Mill Road more than I noticed last several nights ago? I noticed all the tall distribution poles that bring you your telephone, your cable TV. They're more prominent now than they were because the leaves fall down. And this pole will be more prominent honestly, but it's placed in an area where the vision field - - and we tested it with the balloon - - is in the best possible area. So, on the basis of character, location, and extent and on the basis that there are several - - a lot of people who are in favor of this application. The President of the PTA; the School Principal; the School Assistant Principal; Wellborn Management, who manages the Cary Building which parenthetically houses the Fairfax County Health Department; Springfield Golf and Country Club across the street. As I mentioned before, the Medical Office Condo does not support this application. Plus, on a survey taken by the applicant, 70-plus people said, "The service is bad in this area and we support this application." Most of the letters we sent - - that we received, I should say, by e-mail, they'll be entered into the record. Any transmission we received either through the Postal Service or electronically are entered into our record. But most of the letters that objected to this were based on health or based on the vision - - what we see, how it affects the neighborhood. And it's not going to have that much effect to the neighborhood. We have public facilities all over the place - - tension line, high-power line from VEPCO and other standards on the distribution poles. Also, there are several people who came in and said, "Hey look, I've given up my landline. I can't use a cell phone to call 9-1-1 because the service in this area is so poor." The reason these monopoles are going all over the place, and they're going - - they're going to be more of them, I kid you not, is because of the run to the bank to buy these things, iPods, iPhones, iPads - -

Commissioner Harsel: Kindles.

Commissioner Murphy: And what's waiting - - what's using up all the power that comes out of these poles and why we have to put more, it's not just talking. That was - - that was a few years ago, everybody was talking on their cell phone, but it's the data, it's the kids texting. That's why we're putting up more poles. The solution is if you don't want to see the poles, don't buy this stuff, but that's not going to happen. As one fellow wrote, and I think he summed it up quite well. David Perdue, who lives on Springfield Village Drive, said, "Cell phones have become a

vital part of our daily lives, and we need better coverage in the West Springfield area." Mr. Chairman - -

Vice Chairman Alcorn: Mr. Murphy.

Commissioner Murphy: I concur with the staff recommendation that this successfully addresses the criteria of character, location, and extent. It is in fact in conformance with the Comprehensive Plan and with the applicable zoning ordinances. So, Mr. Chairman, I MOVE THE PLANNING COMMISSION APPROVE 2232-S10-13.

Commissioners Hall and Lawrence: Second.

Vice Chairman Alcorn: Motion has been made and been seconded by Commissioners Hall and Lawrence. Any discussion on that motion?

Commissioner Harsel: Mr. Chairman?

Vice Chairman Alcorn: Ms. Harsel.

Commissioner Harsel: I will say this that when this originally was submitted, it was submitted at the far back side of this location right up against neighborhoods and houses and backyards in the Braddock District. And this applicant has moved it up farther. I know the office building has objected to it, but I appreciate the applicant and Mr. Murphy, I think, was instrumental in bringing it up closer to the school. It is definitely in the school parking lot. Yes, it will be noticeable. But speaking from the Braddock District, I appreciate their bringing it up and getting it farther away from the residential. Thank you.

Vice Chairman Alcorn: Thank you, Commissioner Harsel. Any additional discussion? All those in favor of the motion to - - that the Planning Commission find that the facility proposed under 2232-S10-13 does satisfy the criteria of location, character, and extent as specified in Section 15.2-2232 of the *Code of Virginia*, and is substantially in accord with the provisions of the Comprehensive Plan, say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries.

//

(The motion carried unanimously with Commissioner Sargeant absent from the meeting.)

KAD

PLANNING DETERMINATION

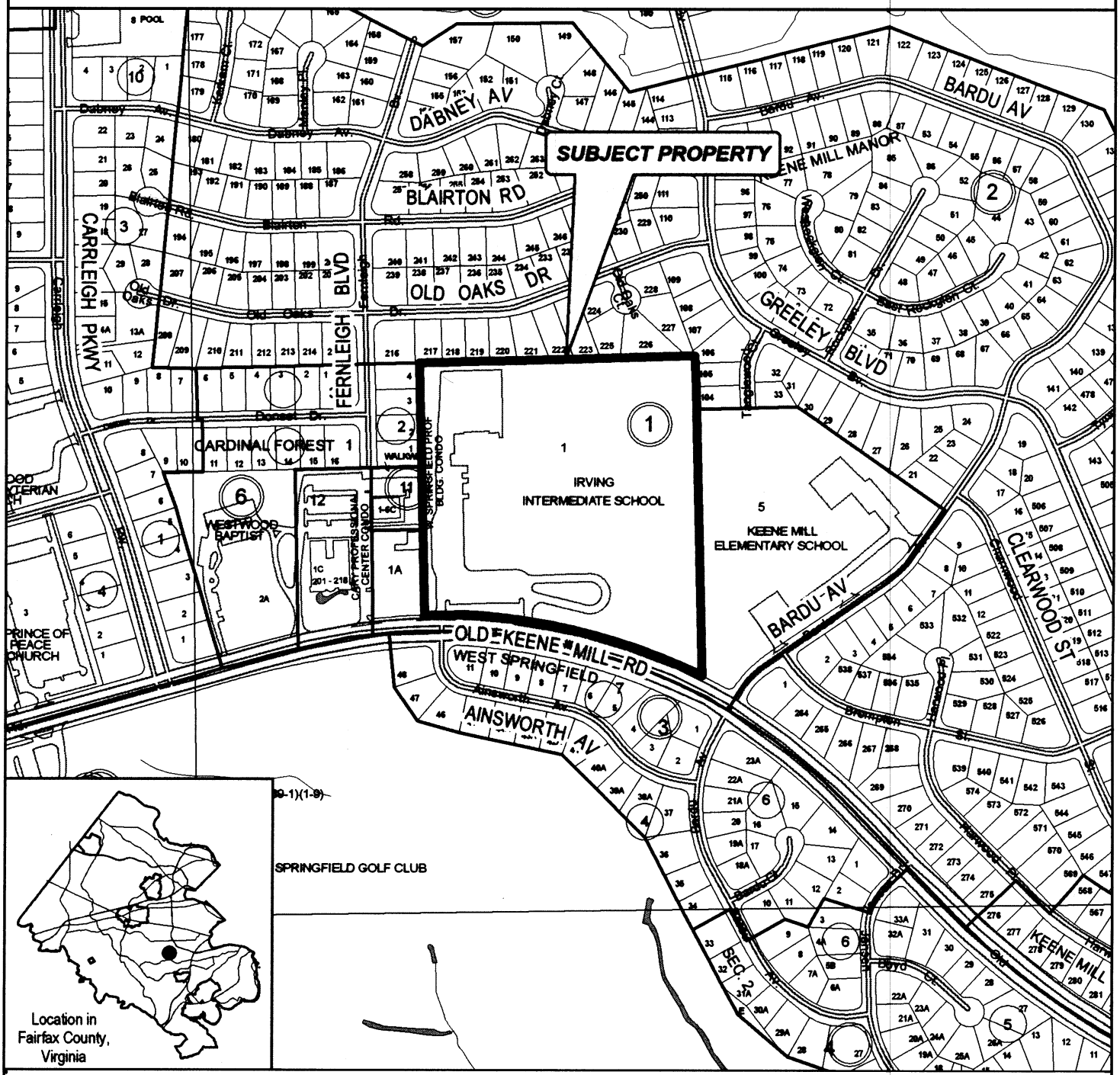
Section 15.2 -2232 of the Code of Virginia

Number: 2232-S10-13 **Acreage:** N/A **District:** Springfield

Subject Property: 79-4 ((1)) 1 **Applicant:** T-Mobile

Planned Use: Public Facilities, Governmental & Institutional

Proposed Use: Telecommunications facility: 115' treepole-monopole



500 FEET

PREPARED BY THE DEPARTMENT OF PLANNING AND ZONING
USING FAIRFAX COUNTY GIS

Board Agenda Item
December 7, 2010

11:25 a.m.

Matters Presented by Board Members

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Board Agenda Item
December 7, 2010

12:20 p.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. Proposal from the Town of Herndon to Relocate the Boundary Between Loudoun County and Fairfax County (Dranesville District)

2. *New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility v. The Fairfax County Board of Supervisors*, Civil Action No. 1:10cv283 (E.D. Va.) (Mount Vernon District)

3. *Advanced Towing Company, LLC, Roadrunner Wrecker Service, Inc., and King's Towing, Inc. v. Fairfax County Board of Supervisors*, Case No. 10-311 (U.S. Sup. Ct.)

4. *Richard Lord and Nancy Lord Zearfoss v. Board of Zoning Appeals of Fairfax County, Virginia, et al.*, Record No. 101865 (Va. Sup. Ct.) (Springfield District)

5. *Jimmie D. Jenkins, Director, Fairfax County Department of Public Works and Environmental Services v. Raj Mehra and Urvashi Mehra*, Case No. CL-2007-0011679 (Fx. Co. Cir. Ct.) (Dranesville District)

6. Application of Reston Lake Anne Air Conditioning Corp., PUE-2009-00129 (Va. State Corp. Comm'n) (Hunter Mill District)

7. *Taesuk Lee Campbell v. Fairfax County, Virginia, Ivan Roeske, M. F. Colorado and Does 1-5, inclusive*, Civil Action No. 1:10-cv-1245 (E.D. Va.)

8. *HSBC Finance Corporation and Stephen B. Wood, Substitute Trustee v. The Fairfax County Redevelopment and Housing Authority*, Case No. CL-2010-0011719 (Fx. Co. Cir. Ct.) (Springfield District)

9. *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. SCI Virginia Funeral Services, Inc.*, Case No. CL-2010-0008134 (Fx. Co. Cir. Ct.) (Providence District)

10. *Lewinsville Square Homeowners Association v. Fairfax County* (Fx. Co. Bd. of Building Code Appeals) (Dranesville District)

11. *Eileen M. McLane, Fairfax County Zoning Administrator v. Keun-Hoon Lee and Young Ja Lee, a/k/a Yong Ja Lee***,** Case No. CL-2009-0013425 (Fx. Co. Cir. Ct.) (Mason District)

12. *Eileen M. McLane, Fairfax County Zoning Administrator v. ARPA Enterprises, Inc.*, Case No. CL-2008-0015529 (Fx. Co. Cir. Ct.) (Providence District)

13. *Eileen M. McLane, Fairfax County Zoning Administrator v. George T. West and Ingrid E. Gendell*, Case No. CL-2009-0014809 (Fx. Co. Cir. Ct.) (Mason District)

14. *Eileen M. McLane, Fairfax County Zoning Administrator v. Florentino Villarroel-Romero, Carlos Rogelio Renjel, and Celia Vargas-Mendez*, Case No. CL-2009-0017629 (Fx. Co. Cir. Ct.) (Mason District)

15. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Iris Y. Villalobos Aguilar*, Case No. CL-2009-0010920 (Fx. Co. Cir. Ct.) (Lee District)

16. *Eileen M. McLane, Fairfax County Zoning Administrator v. Kyong H. Ock*, Case No. CL-2010-0003378 (Fx. Co. Cir. Ct.) (Mason District)

17. *Eileen M. McLane, Fairfax County Zoning Administrator v. Robert J. Ayoub and Jack J. Ayoub*, Case No. CL-2009-0003281 (Fx. Co. Cir. Ct.) (Providence District)

18. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Ronald Tonstad***,** Case No. CL-2009-0013132 (Fx. Co. Cir. Ct.) (Mason District)

19. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Antonio Pereira*, Case No. CL-2009-0017509 (Fx. Co. Cir. Ct.) (Dranesville District)

20. *Eileen M. McLane, Fairfax County Zoning Administrator v. Donald J. McCarthy and Jaki S. McCarthy*, Case No. CL-2006-0004413 (Fx. Co. Cir. Ct.) (Mason District)

21. *Eileen M. McLane, Fairfax County Zoning Administrator v. Marcos C. Vieira and Maria Elena Vieira*, Case No. CL-2010-0005428 (Fx. Co. Cir. Ct.) (Mason District)

22. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Naomi E. Winkler*, Case No. CL-2010-0007025 (Fx. Co. Cir. Ct.) (Braddock District)

23. *Eileen M. McLane, Fairfax County Zoning Administrator v. Anthony Eller and Barbara D. Eller*, Case No. CL-2006-0014177 (Fx. Co. Cir. Ct.) (Providence District)

24. *Eileen M. McLane, Fairfax County Zoning Administrator v. Konstentino M. Pappaminas and Josephine M. Pappaminas*, Case No. CL-2006-0005204 (Fx. Co. Cir. Ct.) (Providence District)

25. *Eileen M. McLane, Fairfax County Zoning Administrator v. Hermiz N. Yono and Mae Y. Yono*, Case No. CL-2010-0004120 (Fx. Co. Cir. Ct.) (Springfield District)

26. *Eileen M. McLane, Fairfax County Zoning Administrator v. Young Ja Joo*, Case No. CL-2010-0011817 (Fx. Co. Cir. Ct.) (Mason District)

27. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Victor Dunbar*, Case No. CL-2010-0010221 (Fx. Co. Cir. Ct.) (Dranesville District)

28. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jose A. Machuca*, Case No. CL-2010-0009688 (Fx. Co. Cir. Ct.) (Mason District)

29. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Christopher Rademacher*, Case No. CL-2010-0000610 (Fx. Co. Cir. Ct.) (Mount Vernon District)

30. *Eileen M. McLane, Fairfax County Zoning Administrator v. Stephen C. Stallings*, Case No. CL-2010-0006143 (Fx. Co. Cir. Ct.) (Mount Vernon District)

31. *Eileen M. McLane, Fairfax County Zoning Administrator v. Fredi G. Guerke and Ruth M. Guerke*, Case No. CL-2010-0003571 (Fx. Co. Cir. Ct.) (Mount Vernon District)

32. *Eileen M. McLane, Fairfax County Zoning Administrator v. Miguel Angel Alvarez and Delmi Aurora Alvarez*, Case No. CL-2010-0010724 (Fx. Co. Cir. Ct.) (Mount Vernon District)

33. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Hae Won Lee and Nam Sook Lee*, Case No. CL-2010-0007139 (Fx. Co. Cir. Ct.) (Mason District)

34. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Jodee Ann Butler*, Case No. CL-2010-0013031 (Fx. Co. Cir. Ct.) (Mount Vernon District)

35. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Edna B. Jones*, Case No. CL-2010-0009039 (Fx. Co. Cir. Ct.) (Dranesville District)

36. *Eileen M. McLane, Fairfax County Zoning Administrator v. Mai Land Corporation*, Case No. CL-2010-0014967 (Fx. Co. Cir. Ct.) (Mason District)

37. *Eileen M. McLane, Fairfax County Zoning Administrator v. Ahmed Rababeh*, Case No. CL-2010-0015230 (Fx. Co. Cir. Ct.) (Providence District)

38. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. George W. Garber and Mary L. Garber*, Case No. CL-2010-0015516 (Fx. Co. Cir. Ct.) (Hunter Mill District)

39. *Eileen M. McLane, Fairfax County Zoning Administrator v. Earle M. McConn, Jr., and Glenda B. Cohen-McConn*, Case No. CL-2010-0015752 (Fx. Co. Cir. Ct.) (Sully District)

40. *Eileen M. McLane, Fairfax County Zoning Administrator v. Francisco Garcia and Irma Garcia*, Case No. CL-2010-0015751 (Fx. Co. Cir. Ct.) (Mount Vernon District)

41. *Eileen M. McLane, Fairfax County Zoning Administrator v. James Lindley*, Case No. CL-2010-0015851 (Fx. Co. Cir. Ct.) (Mason District)

42. *Eileen M. McLane, Fairfax County Zoning Administrator v. John A. Foster and Shirlean N. Foster*, Case No. CL-2010-0015850 (Fx. Co. Cir. Ct.) (Lee District)

43. *Eileen M. McLane, Fairfax County Zoning Administrator v. Gertrude M. Jenkins*, Case No. CL-2010-0015885 (Fx. Co. Cir. Ct.) (Providence District)

44. *Eileen M. McLane, Fairfax County Zoning Administrator v. Raheen Properties, LLC*, Case No. CL-2010-0015946 (Fx. Co. Cir. Ct.) (Mason District)

45. *Eileen M. McLane, Fairfax County Zoning Administrator v. Abbas Y. Abutaa, a.k.a. Yousef Abutaa, Hamid R. Hosseinian, Hossein Goal, and Donna L. Goal*, Case No. CL-2010-0016245 (Fx. Co. Cir. Ct.) (Mason District)

46. *Eileen M. McLane, Fairfax County Zoning Administrator v. Sang Yong Choi, L.C., and Wara Wara, Inc.*, Case No. CL-2010-0016244 (Fx. Co. Cir. Ct.) (Mason District)

47. *Eileen M. McLane, Fairfax County Zoning Administrator v. Emilio Herbas and Maria Rojas*, Case No. CL-2010-0016246 (Fx. Co. Cir. Ct.) (Providence District)

48. *Robert Lee Wiseman v. Board of Supervisors of Fairfax County, Virginia, Case No. CL-2010-0014604 (Fx. Co. Cir. Ct.); Eileen M. McLane, Fairfax County Zoning Administrator v. Robert Lee Wiseman*, Case No. CL-2010-0016247 (Fx. Co. Cir. Ct.) (Springfield District)

49. *Eileen M. McLane, Fairfax County Zoning Administrator v. Leonard Eugene Bumbaca and Priscilla Bumbaca*, Case No. CL-2010-0016332 (Fx. Co. Cir. Ct.) (Mason District)

50. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jose D. Peralta-Lima*, Case No. CL-2010-0016335 (Fx. Co. Cir. Ct.) (Lee District)

51. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jorge Berrios*, Case No CL-2010-0016329 (Fx. Co. Cir. Ct.) (Lee District)

52. *Dr. Charles M. Anderson, P.E. v. Virginia Department of Professional and Occupational Regulation and Department of Public Works, Fairfax County, Virginia*, Case No. CL-2010-0004923 (Pr. Wm. Co. Cir. Ct.) (Providence District)

53. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Ena Moran-Palma*, Case Nos. GV10-021121 and GV10-021122 (Fx. Co. Gen. Dist. Ct.) (Lee District)

54. *Eileen M. McLane, Fairfax County Zoning Administrator v. Patrick L. Reich*, Case Nos. GV10-029237 and GV10-029238 (Fx. Co. Gen. Dist. Ct.) (Mason District)

Board Agenda Item
December 7, 2010

3:30 p.m.

Public Hearing on SEA 86-M-023-03 (Regency Furniture of Alexandria Inc. and Regency Furniture Inc.) to Amend SE 86-M-023 Previously Approved for a Waiver of Open Space Requirements to Permit a Waiver of Certain Sign Regulations and Modifications to Development Conditions, Located on Approximately 22.65 Acres Zoned C-6 and HC, Mason District

The application property is located at 6200 Little River Tnpk. Tax Map 72-4 ((1)) 3.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 18, 2010, the Planning Commission unanimously voted (Commissioner Sargeant absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of SEA 86-M-023-03, subject to the Development Conditions dated November 16, 2010;
- Reaffirmation of the minimum open space waiver;
- Reaffirmation of the transitional screening modification and barrier requirement waiver along the northern boundary; and
- Reaffirmation of the interior and peripheral parking lot landscaping modification.

ENCLOSED DOCUMENTS:
Attachment 1 - Verbatim
Staff Report previously furnished and available online at
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4333370.PDF

STAFF:
Regina Coyle, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William O'Donnell, Staff Coordinator, Zoning Evaluation Division, DPZ

SEA 86-M-023-03 – REGENCY FURNITURE OF ALEXANDRIA, INC. AND REGENCY FURNITURE, INC.

After the Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Ms. Hall.

Commissioner Hall: Thank you, Mr. Chairman. This is what is affectionately called around this dais, a "slam dunk." Even though it is a slam dunk, tonight you did receive a - - a modified proposed development conditions, which are strictly very simple and straight-forward corrections that do not - - I mean, we're talking about adding the word "amendment" and does not affect the application at all. The application is for signage that is actually smaller than what is currently there, and has the full support of the Mason District Land Use Committee. And so I would MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SEA 86-M-023-03, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED NOVEMBER 16, 2010.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 86-M-023-03, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hall

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE REAFFIRMATION OF THE WAIVER OF THE MINIMUM OPEN SPACE.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE REAFFIRMATION OF THE MODIFICATION OF THE TRANSITIONAL SCREENING AND A WAIVER OF THE BARRIER REQUIREMENT ALONG THE NORTHERN BOUNDARY.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: And last but definitely not least, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE REAFFIRMATION OF THE MODIFICATION OF THE INTERIOR AND PERIPHERAL PARKING LOT LANDSCAPING.

Commissioner Lawrence: Second.

Chairman Murphy: Seconded by Mr. Lawrence. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: Thank you, Mr. Chairman, and everybody who participated in this application. And I do so love it when Ms. Hall comes here and I have a case with her because I keep wanting to answer for her when they call, "Ms. Hall." Okay. Thank you.

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(The motions carried unanimously with Commissioner Sargeant absent from the meeting.)

KAD

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Board Agenda Item
December 7, 2010

3:30 p.m.

Public Hearing on AF 2010-SP-001 (Charles R. Armstrong and Katherine Armstrong) Local A&F District Appl Renewal Authorized by Chapter 115 (County Code), Effective June 30, 1983, Located on Approximately 40 Acres Zoned R-C and WS, Springfield District

The application property is located at 11921 Henderson Rd. Tax Map 95-3 ((1)) 8A.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 18, 2010, the Planning Commission voted unanimously (Commissioner Sargeant absent from the meeting) to recommend that the Board of Supervisors approve AF 2010-SP-001, subject to the Zoning Ordinance Provisions listed in Appendix 1 of the staff report.

ENCLOSED DOCUMENTS:
Attachment 1 - Verbatim
Staff Report previously furnished and available online at
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4333371.PDF

STAFF:
Regina Coyle, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Suzianne Zottl, Staff Coordinator, Zoning Evaluation Division, DPZ

Planning Commission Meeting Attachment 1
November 18, 2010
Verbatim Excerpt

AF 2010-SP-001 – CHARLES AND KATHERINE ARMSTRONG

After the Close of the Public Hearing

Vice Chairman Alcorn: Close the public hearing; recognize Commissioner Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. This is a beautiful piece of property. It's actually being renewed as an Agricultural and Forestal District, 40 acres on Henderson Road. Just one - - Mr. Braham, there's just one mistake on the front page of the application. Catherine, I'm told, is started with a "K." It's correct inside, but the applicant wanted me to call that to your attention. So therefore, Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS TO AMEND APPENDIX F OF THE FAIRFAX COUNTY CODE TO ESTABLISH THE ARMSTRONG LOCAL AGRICULTURAL AND FORESTAL DISTRICT AND THAT IT BE APPROVED, SUBJECT TO THE ZONING ORDINANCE PROVISIONS LISTED IN APPENDIX 1 OF THE STAFF REPORT.

Commissioners Lawrence and Litzenberger: Second.

Vice Chairman Alcorn: Seconded by Commissioner Lawrence - - any discussion - - and Commissioner Litzenberger. Any discussion on that motion? All those in favor to recommend approval of application AF 2010-SP-001 as articulated by Commissioner Murphy, please say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries.

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(The motion carried unanimously with Commissioner Sargeant absent from the meeting.)

KAD

Board Agenda Item
December 7, 2010

3:30 p.m.

Public Hearing on PCA 86-C-119-06 (Board of Supervisors Own Motion) to Amend the Proffers for RZ 86-C-119 Previously Approved for Office Use to Permit an Interim Commuter Parking Lot as a Public Use and Associated Modifications to the Site Design Not to Exceed the Previously Approved FAR of 1.0, Located on Approximately 10.0 Acres Zoned PRC, Hunter Mill District

and

Public Hearing on DPA 86-C-119-02 (Board of Supervisors Own Motion) to Permit the 2nd Amendment of the Development Plan for RZ 86-C-119 Previously Approved for Office Use to permit an interim Commuter Parking Lot as a Public Use and Associated Modifications to the Site Design not to Exceed the Previously Approved FAR of 1.0 Located on Approximately 10.0 Acres Zoned PRC, Hunter Mill District

and

Public Hearing on PRC 86-C-119 (Board of Supervisors Own Motion) to Approve the PRC Plan Associated with RZ 86-C-119 to Permit an Interim Commuter Parking Lot as a Public Use and Associated Modifications to the Site Design not to Exceed the Previously Approved FAR of 1.0 Located on Approximately 10.0 Acres Zoned PRC, Hunter Mill District

The application property is located at 12050 Sunset Hills Rd. Tax Map 17-3 ((1)) 29B

PLANNING COMMISSION RECOMMENDATION:
On Thursday, November 18, 2010, the Planning Commission voted unanimously (Commissioner Sargeant absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of PCA 86-C-119-06, subject to the execution of proffers consistent with those dated November 4, 2010, with the addition of language that the public parking garage use would terminate 30 days after the Wiehle Station is open;

- Approval of DPA 86-C-119-02;

- Approval of PRC 86-C-119, subject to the Development Conditions dated November 4, 2010;

- Waiver of the peripheral and interior parking lot landscaping requirements in favor of that shown on the DPA and PRC Plan; and

- Waiver of all the requirements of Sect. 17-201 of the Zoning Ordinance to permit what is shown on the DPA and PRC Plan.

ENCLOSED DOCUMENTS:
Attachment 1 - Verbatim
Staff Report previously furnished and available online at
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4333367.PDF

STAFF:
Regina Coyle, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Brenda Cho, Staff Coordinator, Zoning Evaluation Division, DPZ

PCA 86-C-119-06 – BOARD OF SUPERVISORS' OWN MOTION (Hunter Mill District)
DPA 86-C-119-02 – BOARD OF SUPERVISORS' OWN MOTION (Hunter Mill District)
PRC 86-C-119 – BOARD OF SUPERVISORS' OWN MOTION (Hunter Mill District)

After the Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. de la Fe, please.

Commissioner de la Fe: Thank you very much, Mr. Chairman. And I would also like to compliment all County staff and Ballston Properties and everyone that has been involved in this. It has, I would say, been a remarkably quick action by everyone concerned. And, you know, it is for a temporary use, there is no question that it, you know, it warrants that – that something has to be provided for the 800 and some folks that park at the current parking lot at Wiehle Avenue. This will provide well over – between six and 700 spaces. And the others will be provided at other parking lots, but those do not require any formal action by the – by us or the governing body. It can be done administratively. So with that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PCA 86-C-119-02 (*sic*), SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED NOVEMBER 4TH, 2010, AND AS AMENDED TO ADD THE PHRASE THAT I SUGGESTED.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Litzenberger (*sic*) – Mr. Hart; I'm sorry. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 86-C-1 –

Ms. Cho: Mr. Chairman? I'm sorry to interrupt. It's actually PCA 86-C-119-06.

Commissioner de la Fe: -06?

Ms. Cho: You said "-02."

Commissioner de la Fe: Oh, I'm sorry.

Chairman Murphy: All right. It's –

Commissioner de la Fe: What you gave me was – I was only reading from what I was given.

Ms. Cho: I apologize.

Commissioner de la Fe: It's all right.

Chairman Murphy: All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Okay.

Ms. Cho: And that goes for the following one as well. It's supposed to be the -02 instead of -06 on your motions.

Commissioner de la Fe: Oh, so they were backwards.

Ms. Cho: They're just –

Chairman Murphy: They're back-- All right.

Commissioner de la Fe: Okay.

Chairman Murphy: We're used to doing business that way.

Commissioner de la Fe: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF DPA 86-- , I mean, DPA 86-C-119-02.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of the motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PRC 86-C-119, SUBJECT TO THE DEVELOPMENT CONDITIONS NOW DATED NOVEMBER 4TH, 2010.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PRC 86-C-119, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE THE WAIVER OF THE PERIPHERAL AND INTERIOR PARKING LOT LANDSCAPING REQUIREMENTS IN FAVOR OF THAT SHOWN ON THE DPA AND PRC PLAN.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: And finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE THE WAIVER OF ALL OF THE REQUIREMENTS OF SECTION 17-201 OF THE ZONING ORDINANCE TO PERMIT WHAT IS SHOWN ON THE DPA AND PRC PLAN.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motions carried unanimously with Commissioner Sargeant absent from the meeting.)

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Board Agenda Item
December 7, 2010

3:30 p.m.

Public Hearing on SE 2010-SP-003 (Trustees of the Accotink Unitarian Universalist Church & New Cingular Wireless PCS, LLC. D.B.A. AT&T Mobility) to Permit Installation of a Monopole on the Site of an Existing Church and Nursery School, Located on Approximately 9.34 Acres Zoned R-1, Springfield District

The application property is located at 10125 Lakehaven Ct. Tax Map 87-2 ((1)) 26.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, October 20, 2010, the Planning Commission voted unanimously to recommend the following actions to the Board of Supervisors:

- Approval of SE 2010-SP-003, subject to the proposed Development Conditions contained in Appendix 1, with Condition 5A revised to correct the word “flags” to “flag”;

- Modification of the transitional screening requirement along a portion of the eastern and westerm boundaries and along the northern boundary in favor of that shown on the SE Plat;

- Waiver of the barrier requirement along each property boundary in favor of that shown on the SE Plat.

In a related action, the Planning Commission unanimously voted to approve 2232-S08-20, noting that the application satisified the criteria of character, location, and extent as specified by Sect. 15.2-2232 of the *Code of Virginia*.

ENCLOSED DOCUMENTS:
Attachment 1 - Verbatim
Staff Report previously furnished and available online at
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4331501.PDF

STAFF:
Regina Coyle, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Peter Braham, Staff Coordinator, Zoning Evaluation Division, DPZ

Planning Commission Meeting Attachment 1
October 20, 2010
Verbatim Excerpt

2232-S08-20 – NEW CINGULAR WIRELESS
SE 2010-SP-003 – TRUSTEES OF ACCOTINK UNITARIAN UNIVERSALIST CHURCH & NEW CINGULAR WIRELESS PCS, LLC d/b/a AT&T MOBILITY

After the Close of the Public Hearing

Vice Chairman Alcorn: I'll close the public hearing; recognize Commissioner Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. I want to thank the pastor of the church, who we met with several times; a couple times out at the balloon test. I want to thank Mr. Michal for doing some work with the community before we had our community meeting. And unfortunately, I was not able to attend our community meeting because of a death in the family. But as Mr. Michal said, there were no objections to this use on this property. I do have one letter that I received today. It was addressed to Supervisor Herrity, and it is from Mary Rose Janya. And she is a member of the church, but she hopes to have this application denied because she likes to see the view, or the vista, from the sanctuary without – encumbered by the flagpole monopole. And I just want to enter that into the record. This does address successfully the three criteria that is required in the 2232 application of character, location, and extent. As far as the Special Exception is concerned, the application is in conformance with the Comprehensive Plan and with the applicable Zoning Ordinance amendments. I want to thank everyone who had anything to do with this application. And once again, thanks to Ms. Capps for shepherding this through the process. So, therefore Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND THAT THE PROPOSED TELECOMMUNICATIONS FACILITY, 2232-S08-20, BY NEW CINGULAR WIRELESS AND THE TRUSTEES OF ACCOTINK UNITARIAN UNIVERSAL (*sic*) CHURCH, TO CONSTRUCT A 92-FOOT TALL FLAGPOLE MONOPOLE AND THE ASSOCIATED ANTENNAS, EQUIPMENT CABINETS, EQUIPMENT COMPOUND, AND SITE IMPROVEMENTS, LOCATED AT 10125 LAKEHAVEN COURT, BURKE, SATISFIES THE CRITERIA OF CHARACTER, LOCATION, AND EXTENT, AS SPECIFIED BY SECTION 15.2-2232 OF THE *CODE OF VIRGINIA* AND IS SUBSEQUENTLY IN ACCORDANCE WITH THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Flanagan: Second.

Vice Chairman Alcorn: Seconded by Mr. Flanagan. Any discussion on that motion? All those in favor of approving the motion as articulated by Commissioner Murphy, please say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries. Commissioner Murphy.

Commissioner Murphy: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THAT IT APPROVE SE 2010-SP-003, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS CONTAINED IN APPENDIX 1, AS AMENDED, AND THAT WILL BE THE AMENDMENTS TO DEVELOPMENT CONDITION 5A, where both flags – WORDS "FLAGS" WOULD BE CHANGED TO THE SINGULAR.

Commissioner Flanagan: Second.

Vice Chairman Alcorn: Seconded by Commissioner Flanagan. Any discussion on that motion? All those in favor of recommending that the Board of Supervisors approve SE 2010-SP-003, subject to the proposed development conditions as articulated by Commissioner Murphy, please say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries. Commissioner Murphy.

Commissioner Murphy: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE REQUESTED MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENT ALONG A PORTION OF THE EASTERN AND WESTERN BOUNDARIES AND ALONG THE NORTHERN BOUNDARY IN FAVOR OF THAT SHOWN ON THE SE PLAT.

Commissioner Flanagan: Second.

Vice Chairman Alcorn: Seconded by Commissioner Flanagan. Any discussion on that motion? All those in favor of recommending approval of the requested modification of the transitional screening requirements as articulated by Commissioner Murphy, please say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries. Commissioner Murphy.

Commissioner Murphy: One more. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE WAIVER OF THE BARRIER REQUIREMENT ALONG EACH PROPERTY BOUNDARY IN FAVOR OF THAT SHOWN ON THE SE PLAT.

Commissioner Flanagan: Second.

Vice Chairman Alcorn: Seconded by Commissioner Flanagan. Any discussion on that motion? All those in favor of the motion as articulated by Commissioner Murphy, please say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries.

//

(The motions carried unanimously.)

JN

Board Agenda Item
December 7, 2010

4:00 p.m.

Public Hearing to Amend and Readopt Fairfax County Code Section 82-5-7 to Include a Definition for Utility Trailer

ISSUE:
Public Hearing to consider the amendment and readoption of Section 82-5-7 of the Fairfax County Code to add a definition for utility trailer as it relates to the parking of commercial vehicles in residential districts.

RECOMMENDATION:
The County Executive recommends that the Board amend and readopt Section 82-5-7 as proposed in the ordinance provided in Attachment 1.

TIMING:
On October 19, 2010, the Board authorized advertisement of a public hearing to be held on December 7, 2010, at 4:00 p.m.

BACKGROUND:
At its meeting held on November 16, 2009, the Board of Supervisors amended Section 82-5-7 of the Fairfax County Code to expand the definition of commercial vehicle as it relates to the parking of commercial vehicles in residential districts.

In order to eliminate any possible confusion regarding whether or not a utility trailer is a commercial vehicle under Section 82-5-7 of the Fairfax County Code, staff recommends that the Board adopt a house keeping amendment to add the definition of utility trailer and related clarifying language to Section 82-5-7 of the Fairfax County Code. No other revisions to Section 82-5-7 are proposed.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENT:
Attachment 1 – Proposed Ordinance Amending to Section 82-5-7 of the Fairfax County Code

Board Agenda Item
December 7, 2010

STAFF:
Katharine D. Ichter, Director, Fairfax County Department of Transportation
Robert Otten, Traffic Division, Police Department
Corinne N. Lockett, Assistant County Attorney

PROPOSED ORDINANCE TO AMEND AND READOPT FAIRFAX COUNTY CODE SECTION 82-5-7 TO ADD THE DEFINITION OF UTILITY TRAILER TO THE ORDINANCE

Draft of September 27, 2010

AN ORDINANCE to amend and readopt Section 82-5-7, relating to the parking of commercial vehicles in areas zoned for residential use.

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

1. That Section 82-5-7 of the Fairfax County Code is amended and readopted:

Section 82-5-7. Parking commercial vehicles in residential districts.

(a) No person shall park any motor vehicle, trailer or semitrailer on or adjacent to the highways of the County when such person parks any such motor vehicle, trailer or semitrailer for commercial purposes. The provisions of this subsection shall not apply to (1) any commercial vehicle when picking up or discharging passengers or (2) utility generators located on trailers and being used to power network facilities during a loss of commercial power.

(b) No person shall park any commercial vehicle on the highways of the County in areas zoned for residential use. However, one resident of each single-family dwelling unit zoned for residential use may park one vehicle licensed and registered in the Commonwealth of Virginia as a taxicab or limousine on such highways, provided other vehicles are permitted to park thereon, and the provisions of this Subsection do not apply to a commercial vehicle when picking up or discharging passengers or when temporarily parked pursuant to the performance of work or service at a particular location. For the purposes of this Subsection, the following terms have the meanings ascribed to them below:

"Commercial vehicle" means: (1) any solid waste collection vehicle, tractor truck or tractor truck/semitrailer or tractor truck/trailer combination, dump truck, concrete mixer truck, towing and recovery vehicle with a registered gross weight of 12,000 pounds or more, and any heavy construction equipment, whether located on the highway or on a truck, trailer, or semitrailer; (2) any trailer, semitrailer, or other vehicle in which food or beverages are stored or sold; (3) any trailer or semitrailer used for transporting landscaping or lawn-care equipment whether or not such trailer or semitrailer is attached to another vehicle; (4) any vehicle licensed for use as a contract carrier or as a limousine; (5) any vehicle more than twenty-one (21) feet in length or more than eight (8) feet in height including appurtenances attached to the vehicle, or with a width of 102 inches or more, or with a gross weight of 12,000 or more pounds, other than: commercial vehicles used by a public service company, as defined in

§ 56-1 or by others working on its behalf; watercraft and motor homes; school buses used on a current and regular basis to transport students; clearly marked privately owned vehicles displaying accessible parking placards or license plates, not for hire, driven by or used for transport of persons with disabilities; commercial vehicles used in the provision of cable television service as defined in § 15.2-2108.1; moving vehicles, within 48 hours of execution of the leasing contract; or commercial vehicles used in the provision of propane gas service; (6) any vehicle carrying commercial freight in plain view; (7) any trailer, ~~or~~ semitrailer, or double axle utility trailer, regardless of whether a state safety inspection is required, except those designed to be used as a camper trailer or boat trailer or a single axle utility trailer, regardless of whether such trailer or semitrailer is attached to another vehicle; or (8) any vehicle with three or more axles.

"Utility trailer" means: A small non-motorized trailer which is generally pulled by a motorized vehicle and features an open-top rear cargo area.

"Areas zoned for of residential use" includes all areas of the County which have been zoned to a zoning classification which permits one or more residential dwelling units. The zoning boundaries shall be used in the enforcement of the requirements of this Subsection. However, in any case in which a highway serves as the boundary between an area zoned for residential use and an area zoned for another use, then the centerline of that highway shall be considered as the boundary between the area zoned for residential use and the area zoned for another use. In such cases, the prohibitions of this Subsection shall apply only to the side of the highway that abuts the area zoned for residential use except as otherwise provided in Section 82-5-37(5). In any case in which a service road or frontage road is adjacent to an area zoned for residential use, then the prohibitions of this Subsection shall apply to the side of the highway that abuts the area zoned for residential use except as otherwise provided in Section 82-5-37(5)."

2. That this ordinance shall become effective on and after _____, 2010.

GIVEN under my hand this day of _____ 2010.

_____
Nancy Vehrs
Clerk to the Board of Supervisors

\\s17prolaw01\Documents\109775\CNL\311615.doc

Board Agenda Item
December 7, 2010

4:00 p.m.

Public Hearing to Lease County-Owned Property at 2310 Colts Neck Road to T-Mobile Northeast LLC (Hunter Mill District)

ISSUE:
Public hearing to lease county-owned property to T-Mobile for the installation of telecommunications equipment for public use at the Reston Community Center.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to execute a Real Property Deed of Lease Agreement with T-Mobile Northeast LLC for the leasing of County-Owned property at 2310 Colts Neck Road for the installation and operation of a wireless telecommunications facility.

TIMING:
On November 16, 2010, the Board of Supervisors authorized the advertisement of a public hearing to be held on December 7, 2010, at 4:00 p.m.

BACKGROUND:
The Board of Supervisors is the owner of a facility located at 2310 Colts Neck Road and identified as Tax Map Number 0261 07 0003D. T-Mobile proposes to lease a portion of the roof of the building for the installation and operation of a wireless telecommunications facility, including approximately 200 square feet of space for equipment cabinets. It is proposed that the County enter into a Real Property Deed of Lease Agreement, substantially in the form of the attached, that will permit T-Mobile to lease a portion of the roof of the Building and 200 square feet of space on the ground for five (5) years. Included in the Lease is an option to renew the lease for four (4) additional five (5) year terms upon three (3) months notice to the Landlord.

T-Mobile plans to install equipment cabinets in a 200 square foot area on the ground and up to 9 panel antennas mounted inside the cabinet enclosure on the roof of the Reston Community Center. T-Mobile will install a brick screen wall to obscure their visibility from surrounding properties.

On December 10, 2009, the Planning Commission voted unanimously that the telecommunications facility located at the Reston Community Center, 2310 Colts Neck

Road, is in substantial conformance with the recommendations of the Comprehensive Plan and should be considered a “feature shown,” pursuant to Section 15.2-2232 of the *Code of Virginia*, as amended.

Staff recommends that the Board authorize execution of a Real Property Deed of Lease Agreement with T-Mobile, which will permit the installation of telecommunications equipment and panel antennas at 2310 Colts Neck Road.

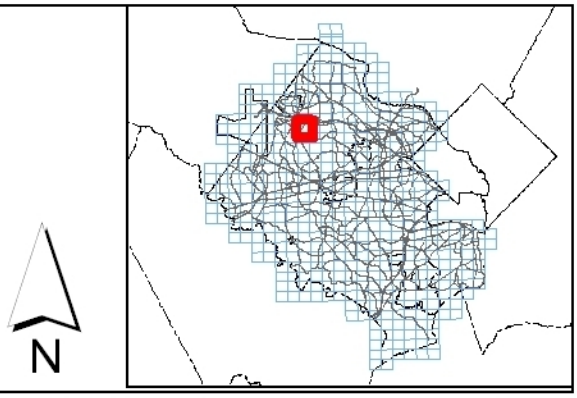
FISCAL IMPACT:
The proposed roof top lease will generate approximately $24,000 in revenue the first year with a three percent (3%) increase each subsequent year. All revenue will be deposited in the Reston Community Center account 141101-0571.

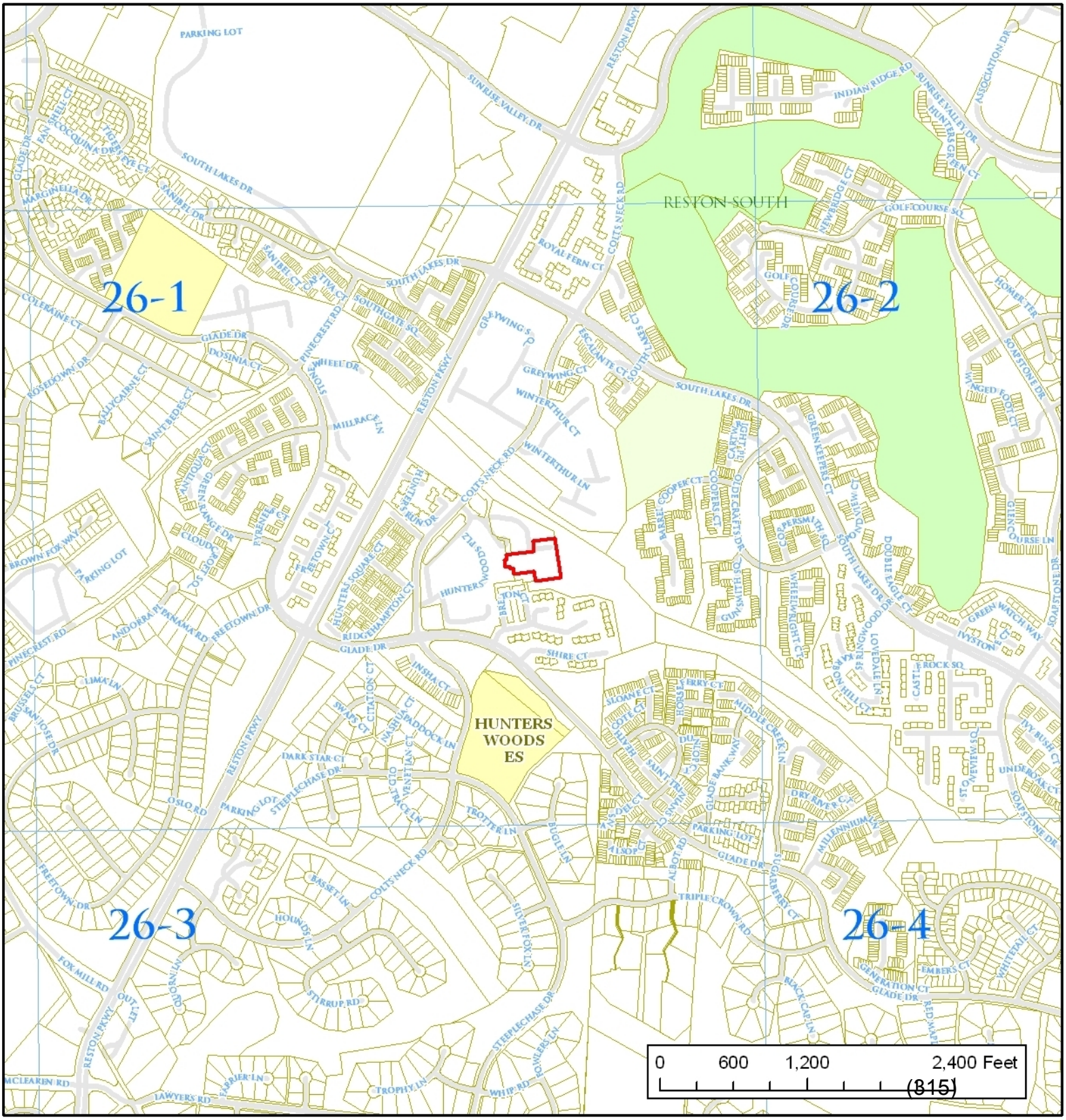
ENCLOSED DOCUMENTS:
Attachment A: Location Tax Map 26-1
Attachment B: Proposed Real Property Deed of Lease Agreement

STAFF:
Jose A. Comayagua, Jr., Director, Facilities Management Department

Reston Community Center
2310 Colts Neck Road
Reston, VA 20191

0261 07 0003D





REAL PROPERTY DEED OF LEASE AGREEMENT

SITE: Reston Community Center at Hunter Woods
2310 Colts Neck Road
Reston, VA. 22091
Site # 7WAC115 B– Reston Community Center
Tax Map # 0261 07 0003D

THIS REAL PROPERTY DEED OF LEASE AGREEMENT ("Lease"), made and entered into this _____ day of _____ 2010, by and between THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, with an address of 12000 Government Center Parkway, Fairfax, Virginia 22035 herein referred to as "Lessor", and T-Mobile Northeast LLC, a Delaware limited 1iability company with an address of 12050 Baltimore Avenue, Beltsville, Maryland 20705 herein referred to as "Lessee", the parties mutually agree as follows:

1. LEASED PREMISES:

Lessor is the owner of the building being and situated in the County of Fairfax, Virginia, located at 2310 Colts Neck Road, Reston, VA 22091, which is described on Exhibit A attached hereto and incorporated herein by reference ("the Building"). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, in consideration of the payment of rentals and performance of the covenants and agreements herein mentioned, a portion of the roof of the Building for the installation and operation of a wireless telecommunications facility, including approximately two hundred (200) square feet of space for equipment cabinets, with location as shown on Exhibit B attached hereto and incorporated herein by reference and to be identified on the plans and specifications approved by Lessor in connection with Lessee's initial construction (the "Leased Premises"). Lessee intends to install on the Leased Premises equipment pad, power and telephone utility pedestals, and cabinets and related cables and utility lines and a location based system, including, without limitation, coaxial cables, base units, and other associated equipment and radio transmitting and receiving equipment as listed in Section #8 in the Lease and in Exhibit B attached hereto and incorporated herein by reference and to be identified on the plans and specifications approved by Lessor in connection with Lessee's initial construction (the "Equipment"). Lessee accepts the Leased Premises "As Is" and Lessor shall have no obligation to improve or modify the Leased Premises in any manner whatsoever.

2. USE OF LEASED PREMISES:

Lessor leases to Lessee the Leased Premises, together with the right to use**,** temporarily, adjoining and adjacent portions of the general area surrounding the Building and the Building's rooftop, without obstructing access to the parking area and without causing any landscaping damage to the Building, as may be designated by Lessor and agreed to in writing by both Lessor and Lessee, during the construction and installation of the Equipment upon the Leased Premises. Lessee shall use its best effort so as not to prevent access to parking areas during construction or maintenance of the Equipment upon the Leased Premises. Lessor further grants to Lessee, during the term of this Lease and any renewals thereof, a right of access to the Leased Premises, as further defined in Section 7 of this Lease, for the purposes of installing, servicing, repairing, maintaining and operating Lessee's Equipment at the Leased Premises.

Lessee shall have the further right, at no cost or expense to Lessor, to construct, erect, install, operate and maintain underground utility cables from the Leased Premises, over, across and through

those portions of the Building reasonably agreed upon by Lessor and Lessee to the nearest available utility source. The foregoing shall be accomplished without interfering with the use or development of the Building by Lessor, and promptly upon completion of such construction, erection or installation Lessee shall, at its own cost and expense, repair any damage to the Building resulting from such construction, erection or installation. Lessor specifically reserves the right to develop the Building (exclusive of the Leased Premises) in any manner that does not cause undue interference to Lessee's use of the Leased Premises. Upon termination or expiration of this Lease, the Leased Premises shall be returned to Lessor, in accordance with the terms of Section 5 below, in the condition received by Lessee on the Commencement Date, normal wear and tear excepted.

3. TERM & RENT & SECURITY DEPOSIT:

The initial term of this Lease shall be five (5) years (the “Initial Term”) commencing on of the date of Lessee’s commencement of construction on the Leased Premises (the “Commencement Date”). Thereafter this Lease may be renewed for four (4) additional five (5) year terms ("Renewal Terms") upon Lessee providing to Lessor three (3) months written notice prior to the expiration of the Initial Term or any Renewal Term of its intention to renew this Lease.

Annual rental for the Leased Premises during the first year of this Lease shall be Twenty Four Thousand Dollars ($24,000.00) payable in equal monthly installments of Two Thousand Dollars ($2,000.00) to the Lessor, payee “Reston Community Center”, at its address set forth in Section 16 hereof (the “Basic Rent”). The first month’s rent shall be paid within twenty (20) days after the Commencement Date, and thereafter paid in advance on the first day of each month, partial months to be prorated. The basic annual rental, as hereinabove defined, shall be increased on each anniversary of the Commencement Date to an amount equal to the amount of the basic annual rental payable during the preceding year increased by three percent (3%).

Lessee will offset costs of an independent engineering analysis by Lessor’s contractor as described in Section 8 up to, but not to exceed an amount of Three Thousand Eight Hundred and Fifty Dollars ($3,850.00). Payment shall be made to “Reston Community Center” upon submission to Lessee of an invoice and copy of the Purchase Order issued by Lessor for the independent engineering analysis. Lessee shall submit payment within sixty (60) days of receipt.

All references in this Lease to the Lease Term shall include, where appropriate, the Initial Term and all Renewal Term(s).

Provided Lessee is not in default hereunder, and shall have paid all rents and sums due and payable to the Lessor by Lessee, Lessee shall have the right to terminate this Lease at any time with one (1) year prior written notice beginning fifteen (15) years after the Commencement Date hereof.

Lessor shall have the right to terminate this Lease at any time with one (1) year prior written notice beginning fifteen (15) years after the Commencement Date hereof, provided that Lessor shall not terminate this Lease with the intent to renegotiate the rent or any of the terms contained in this Lease, and provided further that Lessor does not lease or license the Leased Premises to another telecommunications carrier within one (1) year after the termination of this Lease.

Lessee shall deposit with Lessor within twenty (20) days after the Commencement Date the sum of Three Thousand Six Hundred Dollars ($3,600.00) as security for the faithful performance and observance by Lessee of the terms, provision and conditions of this Lease. It is agreed that in the event Lessee defaults with respect to any of the terms, provisions and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain

the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sum as to which the Lessee is in default or for any sum in which the Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of this Lease, including, but not limited to, any damages or deficiency in the re-letting of the Leased Premises, whether such damage or deficiency occurred before or after summary proceedings or other re-entry by Lessor, without waiving any other remedies Lessor may have hereunder.

In the event that Lessee shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the security deposit shall be returned to Lessee after the date fixed as the end of this Lease and after delivery of possession of the Leased Premises to Lessor. The security deposit may not be used by Lessee as rent.

4. REAL ESTATE TAXES, UTILITIES, MAINTENANCE:

Lessee shall be solely responsible for all costs and expenses relating to the connection, disconnection and consumption use of any utilities in connection with Lessee's construction, installation, operation and maintenance of the Leased Premises including, without limitation, any electric consumption by its Equipment and Lessee agrees to pay all costs for service and installation of a separate electric meter directly to the local utility company. Lessee shall be responsible for obtaining any approvals, permits or authorization required for such utilities and Lessor shall not be liable for any failure to furnish or for any interruption of utility services.

It is acknowledged that Lessor is a political subdivision of the Commonwealth of Virginia and is therefore exempt from taxation. Lessee shall be responsible for the declaration and payment of any applicable taxes or assessments against the Equipment owned by Lessee or allocated (on a pro rata basis) to the Leased Premises by the applicable taxing authority, including but not limited to any sales and property taxes, provided that Lessee be permitted to challenge the appropriate tax authority regarding any and all taxes or assessments against the Equipment. During the Lease Term, Lessee shall be responsible for the payment of all taxes levied upon the Equipment on the Leased Premises.

Lessee shall at all times during the Lease Term, at its own expense, maintain the Equipment/Leased Premises in proper operating condition and maintain same in satisfactory condition as to safety and will repair any damage caused by any waste, misuse or neglect by Lessee, its agents, servants or invitees. Lessee shall keep the Leased Premises free of debris at all times.

5. REMOVAL OF IMPROVEMENTS: -

Upon expiration or termination of this Lease at anytime, Lessee shall, within one hundred twenty (120) days from such termination and at its own expense, be responsible for the removal and dismantling of any and all Lessee's Equipment and Lessee shall be responsible for restoring the Leased Premises and any other portion of the Building which has been damaged, modified, or altered by or on behalf of Lessee, or Lessee's subleases, its employees, agents, business invitees, licensees, customers, clients, family members, guests, or trespassers to the condition that existed on the Commencement Date,at Lessee's sole cost and expense, reasonable wear and tear excepted.

6. FCC REGULATION:

Lessor acknowledges that Lessee's Equipment will be used directly and exclusively in rendering a service subject to the jurisdiction of the FCC and that Lessee's service and its Equipment

may not be intentionally disconnected, terminated or interrupted in any manner without the approval of the FCC prior to any disconnection, termination or interruption. Lessor covenants and agrees that Lessor will not do any act or omit to do any act in violation of the terms of this Lease which would cause, directly or indirectly, any such disconnection, termination or interruption and that Lessor covenants and agrees Lessor will not do any act or omit to do any act in violation of the terms of this Lease which would cause, directly or indirectly, the disconnection or termination of electrical service to Lessee's Equipment.

7. ACCESS:

Lessor agrees, provided appropriate security measures are followed, that Lessee shall have access to the Leased Premises for the purpose of constructing, installing, operating and maintaining the Equipment, and during the continuation of this Lease, and any renewals thereof, ingress and egress is hereby granted to Lessee during normal business hours Monday thru Saturday 9:00 a.m. – 10:00 p.m. and Sunday 9:00 a.m. – 9:00 p.m., and after hours for emergencies. Lessee needs to make prior arrangements with Lessor or the Reston Community Center staff for the purposes of maintenance and repair of Lessee's Equipment. In the case of an emergency, Lessee shall contact Lessor regarding access and understands access shall be limited in the event of a show or concert, unless such emergency is deemed a threat to persons and/or property, in which case sufficient access will be provided to promptly eliminate the threat. It is agreed, however, that only contractors, subcontractors, agents of Lessee, agents of Lessor, FCC Inspectors and persons under their direct supervision will be permitted to enter the Leased Premises. Security access procedures are subject to change as deemed necessary by Lessor to implement Fairfax County security procedures.

8. CONSTRUCTION BY LESSEE:

After obtaining the necessary permits and approvals therefore, Lessee, at its sole cost and expense, shall construct, operate and maintain the Equipment shown on Exhibit B.

Area: Approximately 200 square feet in accordance with Exhibit B

Panel Antennas: 9 Antennas (6 proposed and 3 future) (3 per sector)

Equipment: 6 tmas, 18 coax runs and associated equipment as specified in Exhibit B

Lessee states that the facility will be designed and constructed in accordance with the Fairfax County Zoning Ordinance and Comprehensive Plan as to size, quality, color, and material. Any alteration or replacements to the Leased Premises or enhance and upgrades to the Equipment by Lessee shall be subject to prior written approval of the Lessor. Any repair or replacement of Lessee's Equipment with Equipment that is substantially similar in size, weight and dimensions of the Equipment being replaced, provided that for any such repair or replacement Lessee shall give Lessor not less than ten (10) days prior written notice (except in the case of an emergency, as determined in Lessee's commercially reasonable discretion, in which case Lessee shall provide written notice promptly and not more than ten (10) days after such repair or replacement has been made. Alterations, replacements, enhancements, and/or upgrades requiring Lessor consent shall be subject to an independent assessment of the Lessee's plans by Lessor's Architectural/Engineering review at the sole expense of the Lessee. Should said review require changes to preserve the integrity of the Lessor's Building and/or roof, and should the changes require further review by applicable authorities, such review shall be at the sole expense of the Lessee.

Lessee shall: (i) perform such construction in a safe manner consistent with generally accepted construction standards; (ii) perform such construction and work in such a way as to not interfere with or otherwise adversely affect the electrical, mechanical, structural, life safety or other building systems of the Building or the use and enjoyment thereof by Lessor, or other lessees and other occupants of the Building and (iii) promptly repair any damage to the Building caused by Lessee, or Lessee's subleases, its employees, contractors, agents, business invitees, customers, clients, family members, guests, or trespassers.

Construction of the Equipment and all antennas (collectively "Equipment") on the Leased Premises shall be in accordance with the plans, drawings and specifications prepared and provided by Lessee for Lessor's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Lessor shall have thirty (30) days to review Lessee's plans, drawings and specifications and provide Lessee with approval or requested changes. It is understood that Lessor will submit all plans to an independent firm to perform a technical assessment of the proposed installation including any potential impacts to the existing Building. Lessor shall have the option to require reasonable building upgrades to accommodate Lessees improvements based on the independent report as a condition of approval of any construction plans or equipment modifications. All construction, installation, use and operation of the Equipment by Lessee shall comply with all applicable rules and regulations of the FCC and regulations of any governmental agency (town, county, state or federal) including, but not limited to the applicable requirements of the local planning, zoning, building and electrical codes of Fairfax County Virginia. Lessee has the responsibility of carrying out the terms of its FCC license. Lessee, at its sole costs and expense, shall secure necessary permits and approvals required to permit the construction and operation of the Equipment. Lessor agrees to cooperate with Lessee as is reasonably possible in any necessary applications or submissions required to permit construction and operation of Lessee's Equipment as described herein, provided that Lessor shall be reimbursed for all expenses incurred in providing such cooperation, and provided also that Lessor's cooperation shall not affect Lessor in its regulatory or legislative functions.

If, prior to or subsequent to the commencement of this Lease, Lessee determines that it is unable to occupy the Leased Premises due to the action of the FCC or by reason of any law, physical calamity**,** governmental prohibition or other reasons beyond Lessee's control so that Lessee will be unable to carry out the purposes of its installation on the Leased Premises, this Lease may terminated by Lessee upon thirty (30) days written notice, subject to the provisions of Section (9) below.

In the event of termination for any reason, Lessor shall retain all rental and Lessee shall remain liable for rent until the date of termination of the Lease and until satisfaction of Lessee's obligations under this Lease.

Lessee further covenants that Lessee's Equipment, and the construction, installation, maintenance, operation and removal thereof, will in no way damage Lessor's property or interfere with the use of the Building by Lessor (subject to the rights expressly granted to Lessee pursuant to this Lease). Lessee agrees to repair any damage caused to the Building by such installation, maintenance, operation or removal and shall be responsible for the payment of any costs incurred therefore and in default thereof, Lessor may, at its option, effect said repairs at Lessee's sole cost and expense.

9. VARIANCE, PERMITS AND SITE SPECIFICATIONS:

Lessee shall comply with all zoning and other ordinance requirements. In addition, it is understood and agreed by the parties that Lessee's ability to use the Leased Premises is contingent upon its obtaining, after execution of this Lease, all of the certificates, permits (including a Non Residential Use Permit) and other approvals that may be required by federal, state or local authorities

which will permit Lessee use of the Leased Premises as set forth in such certificates, permits and approvals, which shall be obtained at Lessee's sole expense.

Lessor will cooperate as reasonably as possible with Lessee, at Lessee's sole cost and expense, in its effort to obtain such approvals; provided that such cooperation does not affect Lessor in its regulatory or legislative functions. In the event any such applications should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, expires or lapses, or is otherwise withdrawn or terminated by an authorized governmental authority so that Lessee will be unable to use the Leased Premises for the purposes set forth herein, Lessee shall have the right to terminate this Lease. Lessee shall give written notification to Lessor to terminate this Lease within sixty (60) days after the date of the event which is basis of termination. The notice shall be by certified mail, return notice by Lessor as evidenced by the return receipt and shall specify an effective date of termination no later than sixty (60) days after the date of the notice. Upon expiration or termination of the Lease and all prepaid and unused rent being returned to Lessee, Lessee shall be obligated to restore the Leased Premises to the condition that existed on the Commencement Date, normal wear and tear excepted.

10. FEASIBILITY:

Prior to the Commencement Date of this Lease, Lessee shall have full access to the Leased Premises with prior notice to Lessor for the purposes of undertaking any necessary tests, studies and inspections relating to Lessee's proposed use of the Leased Premises and at such times Lessor and Lessee mutually agree. In the event Lessee terminates this Lease pursuant to Sections 8 or 9 hereinabove, Lessee agrees that it shall, within one hundred twenty (120) days from the date of termination, restore the Leased Premises and such other portions of the Building that have been damaged, modified or altered by or on behalf of Lessee, its employees, business invitees, licensees, customers, clients, family members, guest or trespassers to the condition that existed on the Commencement Date, at Lessee's sole cost and expense, reasonable wear and tear excepted.

11. INTERFERENCE:

Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with Lessor's "Public Safety Grade" (Manufacturers High Tier) radio frequency communications equipment and theater or performing arts equipment used on Lessor's property. In the event Lessee's Equipment causes such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within twenty-four (24) hours of receipt of written notice from the Lessor and if the interference is not corrected within five (5) business days of receipt of notification, then Lessee shall immediately turn off the Equipment causing such interference until the Equipment can be repaired or replaced, provided that Lessee shall be allowed to test the Equipment causing the interference on an intermittent basis in its efforts to eliminate the interference.

Lessee agrees to install equipment of a type and frequency which will not cause frequency interference with other forms of radio frequency communications equipment previously existing on Lessor's property as of the execution date of this Lease. In the event Lessee's Equipment causes such interference, Lessee agrees it will take all steps necessary to correct and eliminate the interference consistent with appropriate government rules and regulations upon receipt of written notification of the interference. Lessee shall be obligated to respond to the problem of interference within twenty-four (24) hours of receipt of written notice from Lessor and if the interference is not corrected within five (5) business days of receipt of notification (or such time as may reasonably be required with exercise

of the due diligence provided such repairs are begun within said five (5) business days), the Equipment causing such interference shall be immediately turned off until the Equipment causing such interference can be repaired or replaced, provided that Lessee shall be allowed to test the Equipment causing the interference on an intermittent basis in its efforts to eliminate the interference. It is further agreed that Lessor will not grant a future lease or license to any party which would cause interference with Lessee's communication system, and future leases or licenses that are granted shall contain similar provisions preventing the lessee or licensee from interfering with previously existing lessees and licensees. In the event that a current or future lessee or licensee of Lessor causes interference with Lessee's communication system, Lessor will take reasonable measures to promptly eliminate said interference. The parties acknowledge that there may not be an adequate remedy at law for noncompliance with the provisions of this Section and therefore, either party may seek equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. DEFAULT:

Upon the occurrence of one or more of the following events, at the option of Lessor, Lessee's right of possession shall thereupon end and Lessor may pursue any legal remedies available to Lessor, including without limitation, termination of this Lease:

(a) The rent or any installment thereof or any other monetary obligation ("monetary default") shall remain unpaid after it becomes due and payable for thirty (30) days after the receipt of a written statement of arrears; or

(b) Lessee or its assigns shall fail or neglect to keep and perform any one of the terms of this Lease other than a monetary default and such failure is not cured within thirty (30) days after written notice thereof by Lessor specifying the default, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected, provided that such period shall not extend more than one hundred twenty (120) days after Lessor's original default notice.

The failure of Lessor in case of a breach of this Lease to enforce its rights under this Section or any other Section of this Lease shall not be deemed a waiver of any breach of this Lease. In the absence of written notice of consent, any such breach shall be deemed continuing.

In the event of termination for default, Lessee shall remain liable for all its obligations under this Lease, and for such actual losses or damages as the Lessor may sustain as a result of Lessee's breach thereof, which together with reasonable attorney's fees shall be considered payable as rent hereunder. If Lessor files an action to enforce any agreement contained in this Lease or for breach of any covenant or condition, Lessee shall pay Lessor's reasonable attorney's fees.

The fact that Lessee may cease using its Equipment at the Leased Premises for a period of time shall not constitute a default of this Lease nor operate as an abandonment of the Leased Premises. However, in the event that Lessee ceases using all of the Equipment located on the Leased Premises for a continuous period of at least one hundred twenty (120) days, Lessor may terminate this Lease upon thirty (30) days prior written notice and Lessee agrees that it shall restore the Leased Premises to the condition existing on the Commencement Date, reasonable wear and tear and excepted.

Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, Lessee shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 16 hereof, to take effect immediately, if Lessor commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice from Lessee specifying such default.

13. INSURANCE REQUIREMENTS:

Liability For Damage To Personal Property And Person: All personal property of the Lessee, its employees, agents, contractors, business invitees, licensees, customers, clients, family members, guests or trespassers, in and on said Leased Premises, shall be and remain at the sole risk of the Lessee, and Lessor shall not be liable to them for any damage to, or loss of such personal property arising from any act of any other persons, nor from the leaking of the roof or from the bursting**,** leaking or overflowing of water, sewer or steam pipes or from heating or plumbing fixtures or from electrical wires or fixtures or from air conditioning failure, nor shall the Lessor be liable for the interruption or loss to Lessee's business arising from any of the above described acts or causes.

Liability Insurance: During the Lease Term, Lessee shall maintain a policy of commercial general liability insurance insuring the Lessor (as an additional insured) and Lessee against liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises. The insurance will be maintained for personal injury and property damage liability, to protect Lessor (as an additional insured) and Lessee against liability for injury or death of any person in connection with the use, operation and condition of the Leased Premises, in an amount not less than TWO MILLION DOLLARS ($2,000,000.00) occurrence/aggregate. The limits of the insurance may be satisfied with the combination of primary and excess/umbrella policies and will not limit the liability of Lessee. If the Lessee fails to maintain the required insurance, the Lessor, may but does not have to, maintain the insurance at the Lessee's expense.

Lessee's Insurance Policies:

(1) Insurance carried by Lessee will be with companies reasonably acceptable to Lessor. The Lessee will deliver to the Lessor a certificate evidencing the existence and amounts of the insurance. No policy shall be cancelable or subject to reduction of coverage below that is required by this agreement except after thirty (30) days prior written notice to the Lessor. Lessee shall, prior to the expiration of the policies, furnish Lessor with records or "binders" for the policies, or Lessor may order the required insurance and charge the cost to Lessee.

(2) If Lessee self insures risks for which commercial insurance is required under provisions of this Lease, Lessee shall provide a statement guaranteeing equivalent coverage through self insurance.

Lessee will not do anything or permit anything to be done or any hazardous condition to ("Increased Risk") which shall invalidate or cause the cancellation of property insurance policies carried by Lessee. If Lessee does or permits any Increased Risk which causes an increase in the cost of property insurance policies, then Lessee shall reimburse Lessor for additional premiums attributable to any act, omission or operation of Lessee causing the increase in the premiums, but only after receiving written confirmation from Lessor's property insurers that said increase is due solely Lessee's operations.

The Lessor shall be named as an "additional insured" on the commercial general liability policy and it shall be stated on the Insurance Certificate that this coverage is "primary to all other coverage the Lessor may possess" with respect to claims resulting from Lessee's negligence.

Indemnification: The Lessee hereby agrees to indemnify and hold harmless Lessor, its officers, agents and all employees and volunteers, from any and all claims for personal injuries, death or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any claims or suits because of the Lessee or any sublessees, including their agents, servants, employees, volunteers, business invitees, customers, guest or trespassers arising from the use, occupancy and condition of the Leased Premises. Nothing contained in this Lease shall be deemed to obligate Lessee to indemnify Lessor for claims arising solely out of the negligence or intentional wrongful acts of the Lessor or Lessor's agents or employees.

Liability: The Lessor shall not be liable for any personal injury to the Lessee, its employees, agents, business invitees, licenses, customers, clients, faculty members, guests or trespassers arising from the use occupancy and condition of the Leased Premises.

Subleases: All subleases entered into by Lessor and Lessee with third parties for space within the Leased Premises, shall contain language substantially similar to this Section 13 during the term to this Lease.

14. LIENS:

If any mechanic's lien or liens shall be filed against the Leased Premises for work done or materials furnished to Lessee within thirty (30) days after notice thereof, Lessee at its expense will cause such lien or liens to be discharged by filing or causing to be filed the bond or bonds for that purpose required by law or provided other suitable security.

15. NO PARTNERSHIP:

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

16. NOTICES:

All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given when mailed by United States First Class, Registered or Certified Mail, postage prepaid or by a reliable overnight courier, and addressed to the Lessor as follows:

Reston Community Center at Hunters Woods
2310 Colts Neck Road, Attn: Executive Director
Reston, Virginia 20191

with a copy to:

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

with a copy, which will not constitute notice to:

Fairfax County
County's Attorney's Office
12000 Government Center, Suite 549
Fairfax, Virginia 22035

and to the Lessee as follows:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:
Attn: Legal Dept.

And with a copy, which will not constitute notice to:

T-Mobile Northeast LLC
4 Sylvan Way
Parsippany, NJ 07054
Attn: Lease Administration Manager

With a copy to: Attn: Legal Dept.

Or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

17. ASSIGNMENT OR SUBLETTING:

Lessee may, upon notice to Lessor, assign or sublease this Lease or any interest herein to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with the Lessee, (ii) shall merge or consolidate with or into Lessee, or (iii) shall succeed to all or substantially all the assets, property and business of Lessee. In all other instances, Lessee may only assign or transfer its rights and obligations upon Lessor's written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment or sublease shall not release Lessee from its obligation hereunder.

18. INSPECTIONS:

Lessee shall allow Lessor or its agent, upon prior notification to Lessee to enter the Leased Premises or any part thereof at any reasonable time and in a manner so as not to interfere with Lessee's use of the Equipment, for the purpose of inspecting the Leased Premises. At its option, Lessee may have a representative present during the inspection provided such inspection is not delayed or hindered. Lessor's right to enter the Leased Premises shall be immediate in the event of an emergency.

19. QUIET ENJOYMENT:

Lessee shall be entitled to use and occupy the Leased Premises during the Lease Term hereof for the purposes herein permitted and subject to the terms and conditions herein contained, without molestation or interference by Lessor.

20. CONDEMNATION:

If all or any part of the Lease Premises or if all or any part of the Building or access right of way to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands and if said taking in the sole opinion of Lessee renders the Leased Premises unusable for its intended purpose hereunder, then, at Lessee's option, this Lease may be terminated upon thirty (30) days prior written notice to Lessor provided the right to terminate is exercised within ninety (90) days after said taking. In the event of a partial taking and Lessee wishes to maintain its operation, Lessor shall reduce the rental on the Leased Premises by an amount proportionate to the part of the Leased Premises taken by eminent domain or other such legal action and Lessee may continue to use and occupy the Leased Premises under the terms and conditions hereunder, provided Lessor's obligations under this Lease are not altered.

21. SALE, MORTGAGE, OWNERSHIP OF PARCEL:

Lessor covenants that Lessor is seized of good and sufficient title and interest to the parcel and has full authority to enter into and execute this Lease.

At Lessor's option this Lease shall be subordinate to any mortgage by Lessor which from time to time may encumber all or part of the Leased Premises or right of way thereto; provided, however, every such mortgage holder shall recognize the validity of this Lease in the event of a foreclosure of Lessor's interest and also Lessee's right to remain in occupancy of and have access to the Leased Premises as long as Lessee is not in default of this Lease. Lessee shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the parcel is encumbered by a mortgage, Lessor, immediately after this option is exercised, will obtain and furnish to Lessee a non-disturbance instrument for each such mortgage in recordable from.

22. HAZARDOUS SUBSTANCES:

Lessee will be responsible for all obligations of compliance with any and all environmental laws, including any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or hereafter be in effect with respect to the improvements, Equipment and PCS system being installed on the Leased Premises by the Lessee or any sublessees.

Lessee shall cure, remedy and be responsible to cure or remedy any environmental condition which is created on the Leased Premises by Lessee if such cure or repair is required by any regulatory or governmental authority.

Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the premises in violation of any law or regulation. Lessee will not permit any third party under Lessee’s supervision or on the Leased Premises with Lessee’s permission to use, generate, store or dispose of any Hazardous Material on, under, about or within the Leased Premises in violation of any law or regulation. Likewise, Lessor agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Building in violation of any law or

regulation. Lessor will not knowingly permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Building in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Lease.

23. GOVERNING LAW:

This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of Virginia.

24. MISCELLANEOUS:

This Lease plus Exhibit A and Exhibit B contain the entire agreement between the parties and may not be amended, altered or otherwise changed except by a subsequent writing signed by the parties to this Lease. The invalidation of any one of the terms or provisions of this Lease by judgment or court order shall in no way affect any of the other terms of this Lease, which shall remain in full force and effect. Lessor and Lessee agree to execute any additional documents necessary to further implement the purpose and intent of this Lease.

25. CONFORMITY TO BOARD POLICY

If at any time during the Lease Term, the Board of Supervisors of Fairfax County adopts any policy that is inconsistent with any provision of this Lease, provided that such policy is operational or procedural in nature, the Lessor and Lessee each agree that they will execute an amendment to this Lease which incorporates said change in policy. In no event shall Lessee be required by this paragraph to agree to or incorporate any changes in policy that affect Lessee's rights under this Lease with reference to the Initial Term and any Renewal Terms, the Basic Rent and any escalation thereof, sharing of revenue from any subleases, the agreed specifications and description of the Equipment mounted and installed, and all other primarily economic terms of this Lease. In addition, in no event shall Lessee be required by this paragraph to agree to or incorporate any changes in policy if the quality of Lessee's Equipment transmissions or receptions, or Lessee's operation of its Equipment, could be diminished, impaired or incapacitated as a result thereof.

26. NON-RENEWAL OF LEASE: - Not Used

27. RIGHT OF FIRST REFUSAL: - Not Used

28. DAMAGE OR DESTRUCTION: -

Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability immediately upon written notice by Lessee if the Building, Leased Premises or the Equipment are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Equipment. In the event Lessee terminates this Lease pursuant to this Section 28, Lessee agrees that it shall, within one hundred twenty (120) days following the date of termination, restore the Leased premises and such other portions of the Building that have been damaged, modified or altered by or on behalf of Lessee, its employees, business invitees, licensees, customers, clients, family members, guest or trespassers to the condition that existed on the Commencement Date, at Lessee's sole cost and expense, reasonable wear and tear excepted.

29. ECONOMIC/TECHNOLOGICAL TERMINATION:

Notwithstanding anything to the contrary contained herein, Lessee may terminate this Lease upon thirty (30) days' written notice to Lessor if Lessee determines that the property, the Building or the Leased Premises are inappropriate or unnecessary for Lessees's operations for economic or technological reasons. Lessee shall remove all of its antennas and equipment installed on the Leased Premises upon such date and times as shall be agreed upon by the Lessee such that Lessee does not interfere with the operations of, in or on the property or Building and no later than one hundred twenty (120) days following the date of termination. In the event Lessee terminates this Lease pursuant to this Section 29, Lessee further agrees that it shall, within the time periods stated in this Section for removal of its antennas and equipment , restore the Leased premises and such other portions of the Building that have been damaged, modified or altered by or on behalf of Lessee, its employees, business invitees, licensees, customers, clients, family members, guest or trespassers to the condition that existed on the Commencement Date, at Lessee's sole cost and expense, reasonable wear and tear excepted.

30. LESSOR LIEN RIGHTS:

Lessor shall retain all lien rights and shall enjoy all rights and remedies under the Lease or available to it by statute, at law or in equity, but such liens, rights, and remedies relating to Lessee's Equipment are and shall be subordinate to the liens, rights, and remedies of Lessee's Equipment lessors and any of Lessee's secured parties under any Equipment financing arrangements ("Secured Parties"). Notwithstanding anything to the contrary herein, Lessor does not waive, relinquish or subordinate any other liens, rights or remedies that Lessor may now have, or shall ever enjoy, as a judgment creditor or otherwise available to Lessor under the Lease, by statute, at law or in equity**.** Subject to the foregoing, Lessor gives Lessee, its Equipment lessors and Lessee's Secured Parties the right to remove all or any portion of the Equipment upon such date and times as shall be agreed upon by the Lessee, Lessor, Lessee's Equipment lessors and any Secured Parties , such that Lessee, any Equipment lessor and any Secured Parties do not interfere with the operations of, in or on the property or Building, whether before or after a default under this Lease. Lessee, Lessee's Equipment lessors and Secured Parties shall be responsible for repair of any damage caused to the property or Building by removal of Lessee's Equipment and shall be responsible for the payment of any costs incurred by Lessor therefore.

31. SPECIAL PROVISIONS RELATING TO THE EQUIPMENT:

Without limiting any provision of this Lease, the following provisions of this section shall apply specifically to the use, operation and maintenance of the Equipment, including antennas installed by Lessee:

(a) Subject to the terms and conditions of this Lease, the Equipment shall be used, operated, repaired, replaced and maintained solely on the rooftop portions of the Leased Premises and solely at the expense of Lessee. Lessee shall coordinate any repair, replacement or installation activities (collectively, "Activities") with respect to the Equipment with Lessor, giving Lessor reasonable notice of the date and time thereof. Lessee may, subject to the prior written approval of Lessor, replace Equipment within the Leased Premises in accordance with the approved plans and further provided, that in no event shall Lessee be permitted to (i) replace all or any of the antennas with a larger antenna; (ii) replace all or any of the Equipment if the weight of Lessee's Equipment increases as a result of such change; (iii) increase the number of

antennas or (iii) operate the Equipment other than for the purposes set forth herein, unless specifically agreed to by a separate written agreement signed by Lessor and Lessee. Lessee will, at all times in connection with Lessee's installation, use, operation and maintenance of the the Equipment, comply with all laws, including applicable building and fire codes, and will particularly comply with all applicable requirements of the Federal Aviation Administration and the Federal Communications Commission in respect thereof. In connection with the foregoing, Lessee, at Lessee's own cost, shall be obligated to secure and obtain (or maintain, as the case may be) all required permits, approvals and licenses (collectively, the "Permits") for or with respect to the operation of the the Equipment by Lessee, and the Activities undertaken in connection therewith, prior to the commencement thereof, and Lessee shall be obligated to keep in force and renew all Permits before the same, or any of them, shall expire. The parties hereto agree that Lessee's use of the Leased Premises is contingent upon Lessee obtaining, at its sole cost and expense, after execution of this Lease, all certificates, permits and other approvals that may be required by applicable federal, state or local authorities which will permit Lessee to use the Leased Premises for the purpose agreed upon herein. In the event any application should be finally rejected or any certificate, permit, license or approval issued to Lessee is canceled, revoked, rescinded or lapses, or is not renewed, for any reason such that Lessee is no longer authorized to use the Leased Premises for the purpose agreed to herein, Lessee shall have the right to terminate this Agreement in accordance with Section 8 herein.

(b) Lessee shall keep the Leased Premises, as well as the Equipment, in a good and safe order and condition.

(c) The Equipment shall be used solely for the purpose described in this Lease.

(d) It is expressly understood and acknowledged that the installation and placement of the Equipment from both an aesthetic and an engineering standpoint, is of substantial importance to Lessor. No variation from the installation and placement of the Equipment as set forth in the approved plans will be permitted without the prior written approval of Lessor.

(Signatures can be found on the following page)

In WITNESS WHEREOF, the parties hereto execute this Real Property Deed of Lease Agreement on the dates indicated.

LESSOR: The BOARD OF SUPERVISORS
OF FAIRFAX COUNTY, VIRGINIA

_____

By: Edward L. Long, Jr.
Its: Deputy County Executive
Date:_____

LESSEE: T-MOBILE NORTHEAST LLC

_____

By: _____
Its: _____
Date:_____

EXHIBIT A
Building

Address: 2310 Colts Neck Road
Reston, VA. 22091
Tax Map # 0261 07 0003D

(Legal Description)

Block 3-D, of a resubdivision of Block 3 and Block 9, Section 32, RESTON, as the same appears duly dedicated, platted and recorded in Deed Book 4542 at Page 537 among the land records of Fairfax County, Virginia.

SUBJECT TO the terms and conditions of the Protective Covenants and Restrictions set forth in the Deed of Dedication for RESTON, Section Two, recorded in Deed Book 2499 at Page 339, and amended by instrument recorded in Deed Book 2761 at Page 415 of the aforesaid land records, the terms of which are incorporated herein by reference.

FURTHER SUBJECT TO the terms and conditions of the Restrictive Covenants recorded in Deed Book 2845 at Page 517, of the aforesaid land records.

TOGETHER WITH that certain 24-foot access easement for pedestrian and vehicular ingress and egress shown on the plat recorded with the Deed of Resubdivision of Blocks 3 and 9, Section 32, RESTON, recorded in Deed Book 4542 at Page 537, of the aforesaid land records.

TOGETHER WITH a non-exclusive easement for access and parking over and across the parking and driveway areas on Block 3-A, Section 32, RESTON, as those parking and driveway areas are now or hereafter designated by the owner of said Block 3-A, Section 32, RESTON.

EXHIBIT B
Antenna and Equipment Drawing

(See Attached)

Board Agenda Item
December 7, 2010

4:30 p.m.

Public Hearing to Convey County-Owned Property to Sully East L.C. and Sully East-Cassel, L.C. (Sully District)

ISSUE:
Public hearing to convey county-owned property to Sully East L.C. and Sully East-Cassel, L.C.

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to convey four portions of County-owned Property at the westerly line of Centerville Road to Sully East L.C. and Sully East-Cassel, L.C.

TIMING:
On November 16, 2010, the Board of Supervisors authorized the advertisement of a public hearing to be held on December 7, 2010, at 4:30 p.m.

BACKGROUND:
Sully East L.C. and Sully East-Cassel, L.C., would like to acquire four portions of the abandoned Barnesfield Road that had been dedicated to the Board of Supervisors at no cost for the Centreville Road project and identified as Tax Map Numbers 34-2 ((1)) 10D, 34-2 ((1)) 7B, 34-2 ((1)) 7C, and 34-2 ((1)). These parcels are located at the westerly line of Centerville Road near Franklin Farm Road and contain a total of approximately 11,074 square feet.

On January 22, 2007, the Board of Supervisors approved Rezoning Application RZ-2003-SU-035. As part of that rezoning, the majority of Barnesfield Road was proffered to be abandoned/vacated and incorporated into the future development of the site.

Thereafter, the Board of Supervisors approved an Order of Abandonment of the subject parcels on June 8, 2010. Changes to the rezoning were approved by the Board on July 27, 2010, in Rezoning Application RZ-2009-SU-024. To complete the process as proffered, Sully East L.C. is now requesting to acquire parcels 34-2 ((1)) 10D and Sully East-Cassel, L.C., is requesting to acquire parcels 34-2 ((1)) 7B, 7C, and 8A. The County will be compensated $1,100 for the conveyance, which is the current assessed value of these four parcels.

Staff recommends that the Board approve this conveyance and authorize the County Executive and/or Deputy County Executive to execute all necessary documents to convey title to Sully East L.C. and Sully East-Cassel, L.C.

FISCAL IMPACT:
The compensation from the conveyance will be deposited in the General Fund.

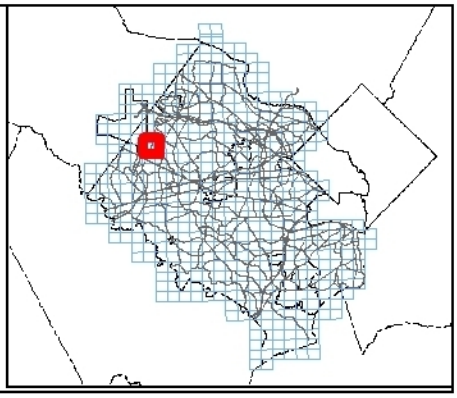
ENCLOSED DOCUMENTS:
Attachment A: Location Map 34-2
Attachment B: Quitclaim Deeds
Attachment C: Resolution

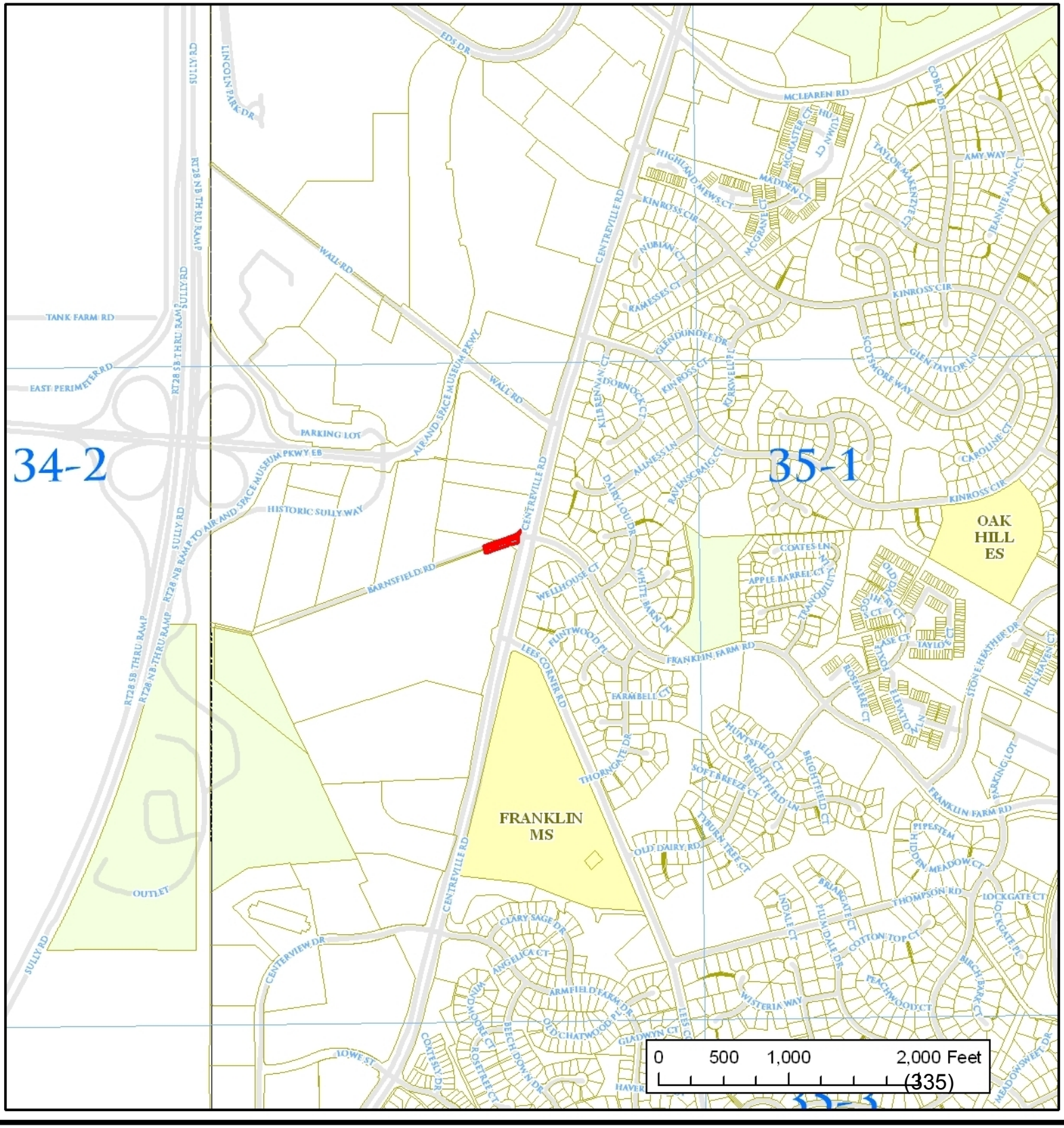
STAFF:
Jose A. Comayagua, Jr., Director, Facilities Management Department

Lease County-Owned Property to Sully East LC and Sully-Cassel LC

0342 01 0007B, 7C, 8A, 10D

N





Document prepared by
and after recording return to:
Hunton & Williams LLP
1751 Pinnacle Drive, Suite 1700
McLean, Virginia 22102
Attn: Francis A. McDermott, Esquire

Tax Map Parcel: 34-2-((1))-10D

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of _____, 2010 by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic ("Grantor") and **SULLY EAST L.C.**, a Virginia limited liability company (Grantee").

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), paid by Grantee to Grantor, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does quitclaim unto Grantee all of the real property located in Fairfax County, Virginia described in the attached Exhibit A (the "Property"), in fee simple, the Property comprising portions of the former Barnsfield Road which was abandoned by the Board of Supervisors on June 8, 2010, as recorded in Deed Book 21179, at page 1118 among the land records in the Clerk's Office of the Circuit Court of Fairfax County, Virginia.

This conveyance is made subject to all easements, covenants, rights-of-way, revisions and restrictions in the respective chains of title for the Property.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed as of the date first hereinabove written pursuant to a resolution duly adopted by Grantor authorizing the conveyance of the Property to Grantee after a public hearing as required by §15.2-1800 of the Code of Virginia, 1950, as amended.

[SIGNATURE ON FOLLOWING PAGE]

Approved as to form:

GRANTOR:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

_____
Assistant County Attorney

By: _____
County Executive

COMMONWEALTH OF VIRGINIA :
: **to wit**
COUNTY OF FAIRFAX :

The foregoing Quitclaim Deed was acknowledged before me this _____ day of _____, 2010 by Anthony H. Griffin, the County Executive of the Board of Supervisors of Fairfax County, Virginia, the Grantor hereunder.

_____
Notary Public

Registration No._____

My commission expires _____

Document prepared by
and after recording return to:
Hunton & Williams LLP
1751 Pinnacle Drive, Suite 1700
McLean, Virginia 22102
Attn: Francis A. McDermott, Esquire

Tax Map Parcel: 34-2-((1))-7B, 7C, 8A

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this _____ day of _____, 2010 by and between the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a body corporate and politic ("Grantor") and **SULLY EAST-CASSEL LC**, a Virginia limited liability company (Grantee").

WITNESSETH, that in consideration of the sum of One Dollar ($1.00), paid by Grantee to Grantor, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor does quitclaim unto Grantee all of the real property located in Fairfax County, Virginia described in the attached Exhibit A (the "Property"), in fee simple, the Property comprising portions of the former Barnsfield Road which was abandoned by the Board of Supervisors on June 8, 2010, as recorded in Deed Book 21179, at page 1118 among the land records in the Clerk's Office of the Circuit Court of Fairfax County, Virginia.

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[SIGNATURE ON FOLLOWING PAGE]

Approved as to form:

GRANTOR:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

_____
Assistant County Attorney

By: _____
County Executive

COMMONWEALTH OF VIRGINIA :
: **to wit**
COUNTY OF FAIRFAX :

The foregoing Quitclaim Deed was acknowledged before me this _____ day of _____, 2010 by Anthony H. Griffin, the County Executive of the Board of Supervisors of Fairfax County, Virginia, the Grantor hereunder.

_____
Notary Public

Registration No._____

My commission expires _____

Attachment C

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 12000 Government Center Parkway, Fairfax, Virginia on Monday, December 7, 2010, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, four portions of the abandoned Barnsfield Road identified as Tax Map Numbers 34-2 ((1)) 10D, 34-2 ((1)) 7B, 34-2 ((1)) 7C, and 34-2 ((1)) 8A located at the westerly line of Centreville Road near Franklin Farm Road were dedicated to the Board of Supervisors,

WHEREAS, the Board of Supervisors approved an Order of Abandoment of the subject parcels on June 8, 2010,

WHEREAS, changes to the rezoning were approved by the Board of Supervisors on July 27, 2010, in Rezoning application RZ-2009-SU-024,

WHEREAS, to complete the process as proffered Sully East L.C. is now requesting to acquire parcel 34-2 ((1)) 10D and Sully East-Cassel, L.C., is requesting to acquire 34-2 ((1)) 7B, 34-2 ((1)) 7C, and 34-2 ((1)) 8A,

WHEREAS, the Board of Supervisors finds that it would be in the best interest of the citizens to convey the parcels to Sully East L.C. and Sully East-Cassel, L.C.,

NOW, THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the County Executive or Deputy County Executive is hereby authorized to execute all necessary documents to convey title to Sully East L.C. and Sully East-Cassel, L.C., for the subject parcels.

GIVEN under my hand this _____ day of _____.

_____
Nancy Vehrs
Clerk to the Board of Supervisors.

Board Agenda Item
December 7, 2010

4:30 p.m.

Public Hearing on Proposed Area Plans Review (APR) Item 09-IV-19MV, Located on the Southeast Side of Richmond Highway Generally Near the Forest Place Intersection (Mount Vernon District)

Public Hearing on Proposed Area Plans Review (APR) Item 09-IV-19MV to be deferred to January 11, 2011 at 4:30 p.m.

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Board Agenda Item
December 7, 2010

4:30 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern

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