FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 10, 2012

AGENDA

9:30	**Done**	Presentations
10:30	**Done**	Items Presented by the County Executive
	ADMINISTRATIVE ITEMS	
1	**Approved with amendments**	Extension of Review Periods for 2232 Review Applications (Dranesville and Mount Vernon Districts)
2	**Approved**	Additional Time to Commence Construction for Special Exception Amendment SEA 99-H-022, The Academy of Christian Education, Inc. (Hunter Mill District)
3	**Approved**	Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Mount Vernon District)
4	**Approved**	Authorization to Conduct a Joint Public Hearing for the Virginia Department of Transportation's Fiscal Year 2013 – Fiscal Year 2018 Secondary Six-Year Program and the Fiscal Year 2013 Budget
5	**Approved**	Authorization of a Public Hearing on a Proposal to Vacate and Abandon Part of Newcombs Farm Road (Dranesville District)
6	**Approved**	Authorization to Advertise a Public Hearing to Consider Parking Restrictions on Old Franconia Road (Lee District)
7	**Approved**	Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Dranesville District)
8	**Approved**	Streets into the Secondary System (Dranesville, Hunter Mill, Lee, and Mason Districts)
9	**Approved**	Supplemental Appropriation Resolution AS 12067 for the Health Department to Accept a Department of Homeland Security Urban Area Security Initiative Sub-Grant Award through the State Administrative Agency for the National Capital Region
10	**Approved**	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Intellectual Property Theft Enforcement Program Grant supplied by the United States Department of Justice, Administered by the Bureau of Justice Assistance Program

	ADMINISTRATIVE ITEMS (Continued)	
11	**Approved**	Authorization for the County Executive to Execute an Amendment to the Agreement for the Sale, Delivery, and Use of Reclaimed Water Between Fairfax County and Covanta Fairfax, Inc.
	ACTION ITEMS	
1	**Approved with amendments**	Dulles Corridor Metrorail Project Station Names (Dranesville, Hunter Mill and Providence Districts)
2	**Approved**	Confirmation of Fairfax County's Participation in Phase 2 of the Dulles Corridor Metrorail Project (Dranesville, Hunter Mill, Providence Districts)
3	**Approved**	Approval of the Disease Carrying Insects Program
4	**Approved**	Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Revenue Refunding Bonds for the Route 28 Transportation Improvement District Series 2003 and 2004
5	**Approved**	Approval of a Standard Project Administration Agreement with the Virginia Department of Transportation to Receive Funding for the McLean Streetscape Transportation Enhancement Project (Dranesville District)
6	**Approved**	Approval of a Standard Project Administrative Agreement with Virginia Department of Transportation for the Georgetown Pike Trail Project (Dranesville District)
	CONSIDERATION ITEMS	
1	**Board Item Pulled**	**~~Approval of New Charter and Bylaws for the Fairfax County Tree Commission~~**
	INFORMATION ITEMS	
1	**Noted**	Disposition of 1447 Woodacre Drive, Tax Map Number 031-2-06-0008
2	**Noted**	Planning Commission Action On Application 2232-L11-19, Fairfax County Park Authority (Lee District)
3	**Noted**	International Building Safety Month

FAIRFAX COUNTY
BOARD OF SUPERVISORS
April 10, 2012

10:40	**Done**	Matters Presented by Board Members
11:30	**Done**	Closed Session

PUBLIC HEARINGS

2:30	**Approved**	Public Hearing on SE 2011-PR-008 (Wells Fargo Bank) (Providence District)
3:00	**Approved**	Board Decision Only on PRC A-502-02 (Fairways I Residential, L.L.C. and Fairways II Residential, L.L.C.) (Hunter Mill District)
3:00	**Public hearing held; decision deferred Record remains open**	Public Hearing for a Sewer Ordinance Amendment to Revise the Sewer Service Charges, Connection Charges, Availability Charges, Base Charges, and the Meter Reading Date on which the New Service Charges Will Take Effect
3:30	**Public hearing held; decision deferred Record remains open**	Public Hearing on the FY 2013 Effective Tax Rate Increase
3:30	**Approved**	Public Hearing on Proposed Plan Amendment ST10-IV-MV1 (Lee and Mount Vernon Districts)
6:00	**Public Hearing continued to April 11, 2012**	Public Hearing on the County Executive's Proposed FY 2013 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2013-2017 (CIP) (With Future Fiscal Years to 2022) and the Current Appropriation in the FY 2012 Revised Budget Plan

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Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
April 10, 2012

9:30 a.m.

SPORTS/SCHOOLS

- CERTIFICATE – To recognize Oakton High School Girls Swim and Dive Team for winning the state championship. Requested by Supervisors Frey, Hudgins and Smyth.

- CERTIFICATE – To recognize the Centreville High School Football Team for advancing to the state finals. Requested by Supervisors Frey and Herrity.

- CERTIFICATE – To recognize the Vienna Little League for its 60th anniversary. Requested by Supervisor Hudgins.

RECOGNITIONS

- CERTIFICATE – To recognize representatives of Fairfax County Public Safety who attended the 2011 World Police and Fire Games in New York City. Requested by Supervisors Frey, Gross, Herrity and Hyland.

- RESOLUTION – To recognize Robert Lederer for his years of service and partnership with Fairfax County. Requested by Chairman Bulova and Supervisors Herrity, Cook and Smyth.

— more —

Board Agenda Item
April 10, 2012

DESIGNATIONS

- PROCLAMATION – To designate April 22, 2012, as Holocaust Remembrance Day in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate May 2012 as Building Safety Month in Fairfax County. Requested by Supervisor Frey.

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

Board Agenda Item
April 10, 2012

10:30 a.m.

Items Presented by the County Executive

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Board Agenda Item REVISED
April 10, 2012

ADMINISTRATIVE – 1

Extension of Review Periods for 2232 Review Applications (Dranesville and ~~Lee~~ **Mount Vernon 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 2232A-L00-17-1 to June 23, 2012; application FSA-D02-28-1 to October 16, 2012; and application 2232-L11-21 to October 18, 2012.

TIMING:
Board action is required on April 10, 2012, 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 is requested to extend the review period for applications 2232A-L00-17-1 which was accepted for review by the Department of Planning and Zoning (DPZ) on January 25, 2012. This application is for a telecommunications facility and thus is 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 Board is requested to extend the review period for applications 2232-L11-21 and FSA-D02-28-1 which were accepted for review by the DPZ on December 16, 2011 and

February 16, 2012 correspondingly. These applications are for non-telecommunication public facilities, and thus are not subject to the State Code provision for extending the review period by no more than sixty additional days.

Specific information for the applications requested for extended review is as follows:

2232-L11-21	Washington Metro Area Transit Authority Metropolitan Police Department substation and training facility 6770 Frontier Drive, Springfield Dranesville District
FSA-D02-28-1	Fairfax County Department of Public Works and Environmental Services – Facilities Management Division Rectangular field lighting near McLean Governmental Center 1437 Balls Hill Road, McLean Dranesville District
2232A-L00-17-1	Kenneth S. Harris Extension of existing monopole 7956 Twist Lane, Springfield ~~Lee~~ **Mount Vernon** 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, Director, Department of Planning and Zoning (DPZ)
Marianne Gardner, Director, Planning Division, DPZ
Chris B. Caperton, Chief, Facilities Planning Branch, Planning Division, DPZ
Sandi M. Beaulieu, Planner, Facilities Planning Branch, Planning Division, DPZ

Board Agenda Item
April 10, 2012

ADMINISTRATIVE - 2

Additional Time to Commence Construction for Special Exception Amendment
SEA 99-H-022, The Academy of Christian Education, Inc. (Hunter Mill District)

ISSUE:
Board consideration of additional time to commence construction for SEA 99-H-022, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:
The County Executive recommends that the Board approve eighteen months of additional time for SEA 99-H-022 to August 3, 2013.

TIMING:
Routine.

BACKGROUND:
Under Sect. 9-015 of the Zoning Ordinance, if the use is not established or if construction is not commenced within the time period specified by the Board of Supervisors, an approved special exception shall automatically expire without notice unless additional time is approved by the Board. A request for additional time must be filed with the Zoning Administrator prior to the expiration date of the special exception. The Board may approve additional time if it determines that the use is in accordance with the applicable provisions of the Zoning Ordinance and that approval of additional time is in the public interest.

On August 3, 2009, the Board of Supervisors approved Special Exception Amendment SEA 99-H-022, subject to development conditions. The application was filed in the name of The Academy of Christian Education, Inc. to amend SE 99-H-022, previously approved for a private school of general education and an accessory child care center, to permit an interior expansion and modifications to development conditions, pursuant to Sections 5-504 and 9-006 of the Fairfax County Zoning Ordinance, for the property at 1808-A Michael Faraday Court, Tax Map 18-3 ((5)) 6 (see Locator Map, Attachment 1).
SEA 99-H-022 was approved with a condition that the use be established, as evidenced by the issuance of a new Non-RUP, or construction be commenced and diligently prosecuted within thirty (30) months of the approval date unless the Board grants additional time. The development conditions for SEA 99-H-022 are included as part of the Clerk to the Board's letter (see Attachment 2).

On February 1, 2012, the Department of Planning and Zoning (DPZ) received a letter dated January 30, 2012, from Sheri L. Akin, agent for the applicant, requesting eighteen (18) months additional time to commence construction (see Attachment 3). The request for additional time was received prior to the date on which the approval would have expired; therefore, the special exception will not expire pending the Board's action on the request for additional time.

SEA 99-H-022 was approved to permit an increase in the interior area of the private school to 16,744 square feet and an increase in the maximum number of employees to 34. No exterior changes or new construction were proposed with the amendment. Ms. Akin states in her letter that the interior expansion plans for the school were delayed due to the downturn in the economy. The request letter states that the school is in the process of obtaining bids for the interior renovation project, and additional time is needed to complete the bid process, evaluate a cost-effective plan for the school improvements, and implement the renovation. The letter states the school anticipates finalizing the planning process, obtaining permits, and commencing construction within the requested time frame.

Staff has reviewed Special Exception Amendment SEA 99-H-022 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a private school of general education and an accessory child care center. Further, staff knows of no change in land use circumstances that affects the compliance of SEA 99-H-022 with the special exception standards applicable to this use or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation has not changed since approval of the special exception. Finally, the conditions associated with the Board's approval of SEA 99-H-022 are still appropriate and remain in full force and effect. Staff believes that approval of the request for eighteen (18) months of additional time is in the public interest and recommends that it be approved. The additional time would begin from the prior specified expiration date of February 3, 2012, and would result in a new expiration date of August 3, 2013.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Locator Map
Attachment 2: Letter dated August 4, 2009, to Sheri L. Hoy
Attachment 3: Letter dated January 30, 2012, to Eileen M. McLane

Board Agenda Item
April 10, 2012

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ
Kevin J. Guinaw, Chief, Special Projects/Applications Management Branch, ZED, DPZ
Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ
Carrie Lee, Staff Coordinator, ZED, DPZ

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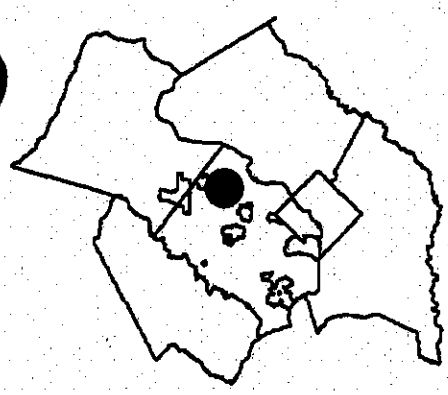
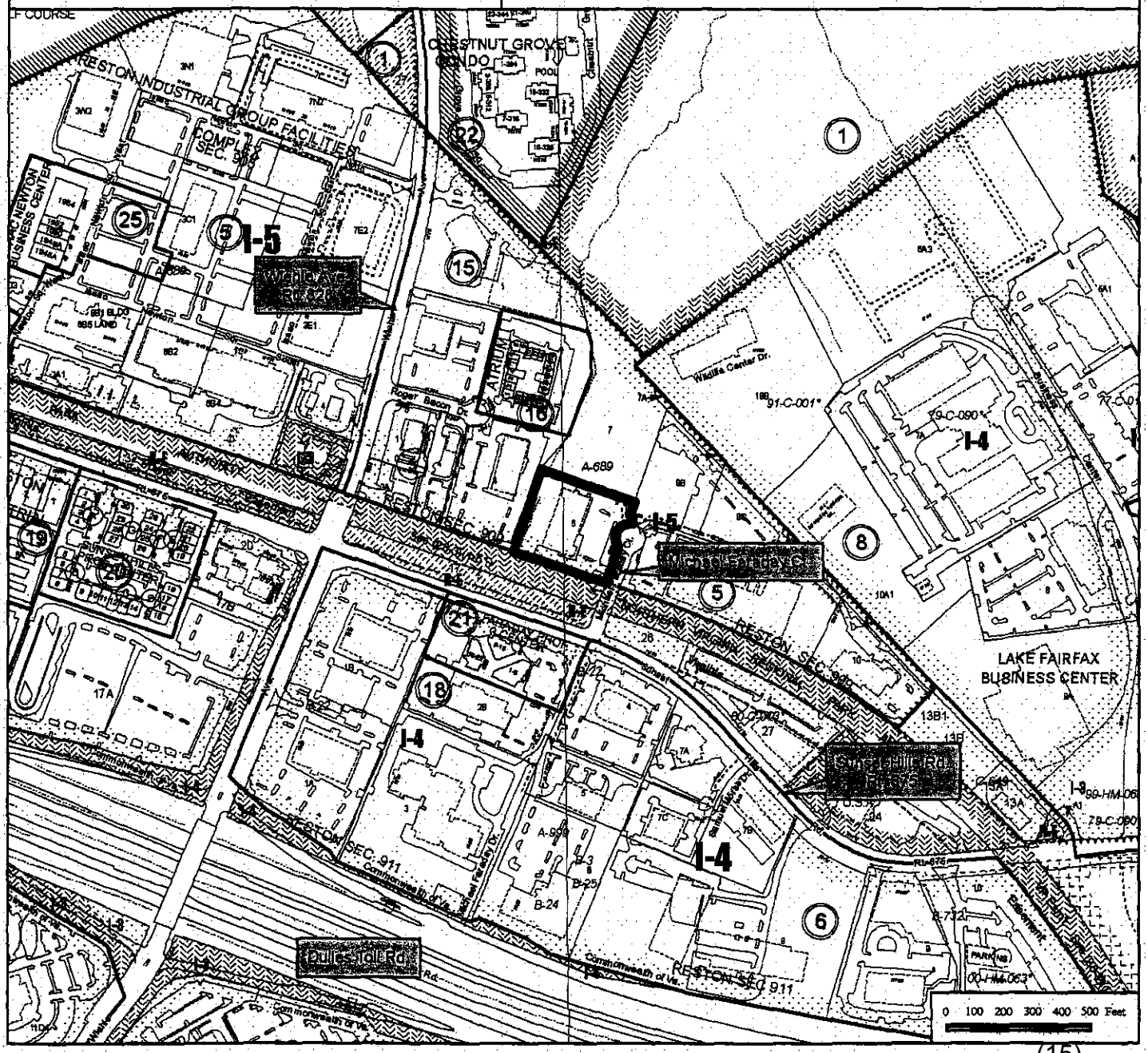
Special Exception Amendment

SEA 99-H -022



Applicant:	THE ACADEMY OF CHRISTIAN EDUCATION, INC.
Accepted:	05/05/2009
Proposed:	AMEND SE 99-H-022 PREVIOUSLY APPROVED FOR PRIVATE SCHOOL OF GENERAL EDUCATION TO PERMIT MODIFICATION OF DEVELOPMENT CONDITIONS
Area:	2.3071 AC OF LAND; DISTRICT - HUNTER MILL
Zoning Dist Sect:	05-0504
Art 9 Group and Use:	3-11
Located:	1808-A MICHAEL FARADAY COURT
Zoning:	I- 5
Plan Area:	3,
Overlay Dist:	
Map Ref Num:	018-3- /05/ /0006



ATTACHMENT2

County of Fairfax, Virginia

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

August 4, 2009

Sheri L. Hoy
McGuire Woods LLP
1750 Tysons Boulevard, Suite 1800
McLean, Virginia 22102

RE: Special Exception Amendment Application SEA 99-H-022

Dear Ms. Hoy:

At a regular meeting of the Board of Supervisors held on August 3, 2009, the Board approved Special Exception Amendment Application SEA 99-H-022 in the name of The Academy of Christian Education, Incorporated. The subject property is located at 1808-A Michael Faraday Court on approximately 2.31 acres of land zoned I-5 in the Hunter Mill District [Tax Map 18-3 ((5)) 6]. The Board's action amends Special Exception Application SE 99-H-022, previously approved for a private school of general education and an accessory child care center, to permit an interior expansion and modifications to development conditions pursuant to Sections 5-504 and 9-006 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions, which supersede all previously approved conditions for the subject property. Previously approved conditions are marked with an asterisk (*).

1. This Special Exception Amendment is granted for and runs with the land indicated in this application and is not transferable to other land.*

2. This Special Exception Amendment is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions. Other by-right, special permit and/or special exception uses may be permitted within the portion of the building not used by the school or child care center without the approval of a Special Exception Amendment provided that such uses do not affect this Special Exception.*

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035
Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
http://www.fairfaxcounty.gov/bosclerk

3. This Special Exception Amendment is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception Plat entitled "Special Exception Plat/Site Plan, Academy of Christian Education," prepared by Gordon and Associates and dated April 1999, and the detail sheet dated June 9, 1999 (see Attachment 1) and these conditions. Minor modifications to the approved Special Exception may be permitted pursuant to Paragraph 4 of Section 9-004 of the Zoning Ordinance.*

4. The total maximum daily enrollment for the school of general education and the child care center shall not exceed 250 students and the maximum number of employees shall not exceed 34 on the site at any one time.

5. The after school child care center shall only be available to those students who are enrolled at the Academy of Christian Education, and shall operate between the hours of 3:30 pm to 6:00 pm. The total maximum daily enrollment of students in the after school child care center shall not exceed 62 students at any one time. No additional staff will be utilized for the after school child care program. *

6. Awnings shall be placed over the windows located in the front of the building, and planters shall be provided as indicated on the Special Exception Plat to soften the visual impact of the building. *

7. Shade trees or outdoor shade umbrellas shall be placed alongside benches and picnic tables, as indicated on the "Detailed Playground and Landscape Sheet (Attachment 1.) *

8. A pressure-treated board-on-board fence, or other material similar in appearance, shall encompass the site in the general location as indicated on the Special Exception Plat. The fence shall be four (4) feet in height in the front yard and seven (7) feet in height in the side and rear yards. Additionally, a seven (7) feet high fence shall be placed in the playground area to separate the pervious and asphalt play areas. *

9. The number of children using the outdoor play area at any one time shall not exceed that required by the standards set forth in Sections 9-309 and 9-310 of the Zoning Ordinance. The school shall adhere to the playground schedule prepared by the Academy of Christian Education and provided as Attachment 2.*

10. No children shall arrive at or depart from the school unless accompanied by an adult. A rideshare program to encourage and assist in the organization of student and employee car/van pools shall be instituted by

the school and maintained indefinitely. A carpool shall be defined as consisting of two or more students and/or employees. The school shall appoint an individual or committee to head the rideshare program and the names of the individual(s) shall be provided to the Fairfax County Department of Transportation.

11. Parking for school faculty shall be provided on-site as shown on the Special Exception Plat. These spaces shall be designated and marked on the pavement "Reserved for Faculty Only". *

12. The three parking spaces located in the northeastern most section of the site are located on an access easement; they shall be removed and relocated elsewhere on the site; open space/landscaping shall not be reduced as a result of the relocation.

13. Vehicles may enter and exit the site from the northern entrance, but the access point to the south may be used only for exiting the site. A "Do Not Enter" sign shall be installed at the southern entrance to this site, and shall be subject to all applicable Zoning Ordinance requirements. The asphalt shall be marked with directional arrows at both entrances. *

14. An adequate turn-around area for automobiles shall be provided by striping with yellow pavement markings in the area located at the terminus of the travel aisle nearest the school building as indicated on the Special Exception Plat. Striped, yellow pavement markings shall be located at the northern access to partition off and limit the size of the throat access. A crosswalk shall be striped in the area as indicated on the Special Exception Plat. *

15. The storage container and loading ramp shall be relocated to an area that does not obstruct parking or the travel aisles. *

16. All dumpsters/trash collection areas provided on site shall be screened with enclosures constructed of pressure treated wood or a material similar in appearance.*

17. Signage shall be provided in accordance with Article 12 of the Zoning Ordinance.*

18. If, at the time of building permit approval, it is determined by the Director of DPWES that the parking provided on-site is inadequate to serve the needs of the school, additional parking shall be provided. Any additional parking on-site must not reduce the amount of open space, play area, or landscaping on the site. If additional parking can not be provided, a Special Exception Amendment shall be required or the enrollment shall be reduced to the point where the required parking can be provided on site.*

19. If requested by Fairfax County, the owner shall provide an easement to Parcel 7 for a trail pursuant to the Fairfax County Trails Plan.*

20. For the life of this special exception amendment use, the operations on the remainder of the property shall not include the storage, processing, or handling of hazardous materials as defined in Section 9-011(&)H of the Fairfax County Zoning Ordinance.*

21. A copy of the development conditions shall be posted in a conspicuous place on the property of the use and shall be made available to all departments of Fairfax County during the hours of operation of the permitted use. *

This approval, contingent on the above noted conditions, shall not relieve the applicant from compliance with the provisions of any applicable ordinances, regulations, or adopted standards. The applicant shall be himself responsible for obtaining the required Non-Residential Use Permit through established procedures, and this Special Exception shall not be valid until this has been accomplished.

Pursuant to Section 9-015 of the Zoning Ordinance, this special exception shall automatically expire, without notice, thirty (30) months after the date of approval unless, at a minimum, the use has been established as evidenced by the issuance of a new Non-RUP or construction has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the special exception. The request must specify the amount of additional time requested, the basis for the amount of time requested and an explanation of why additional time is required.

Sincerely,

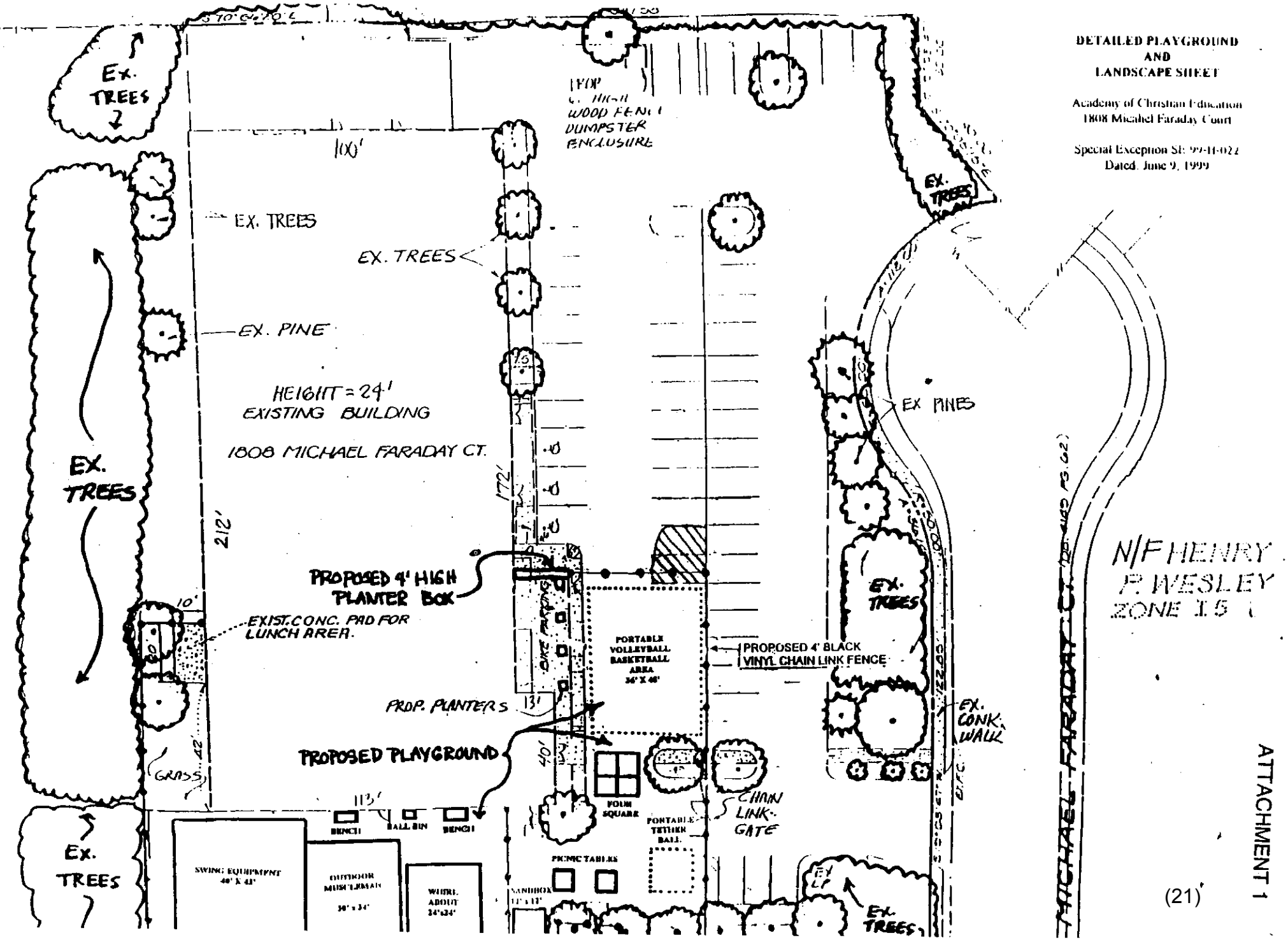
Nancy Vehrs
Clerk to the Board of Supervisors
NV/dms

Cc: Chairman Sharon Bulova
Supervisor Catherine Hudgins, Hunter Mill District
Janet Coldsmith, Director, Real Estate Division. Dept. of Tax Administration
Regina Coyle, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Angela K. Rodeheaver, Section Chief, Transportation. Planning Division
Ellen Gallagher, Capital Projects and Operations Div., Dept. of Transportation
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
District Planning Commissioner
Barbara J. Lippa, Executive Director, Planning Commission
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation

DETAILED PLAYGROUND AND LANDSCAPE SHEET

Academy of Christian Education
1808 Michael Faraday Court

Special Exception SE 99-H-022
Dated: June 9, 1999



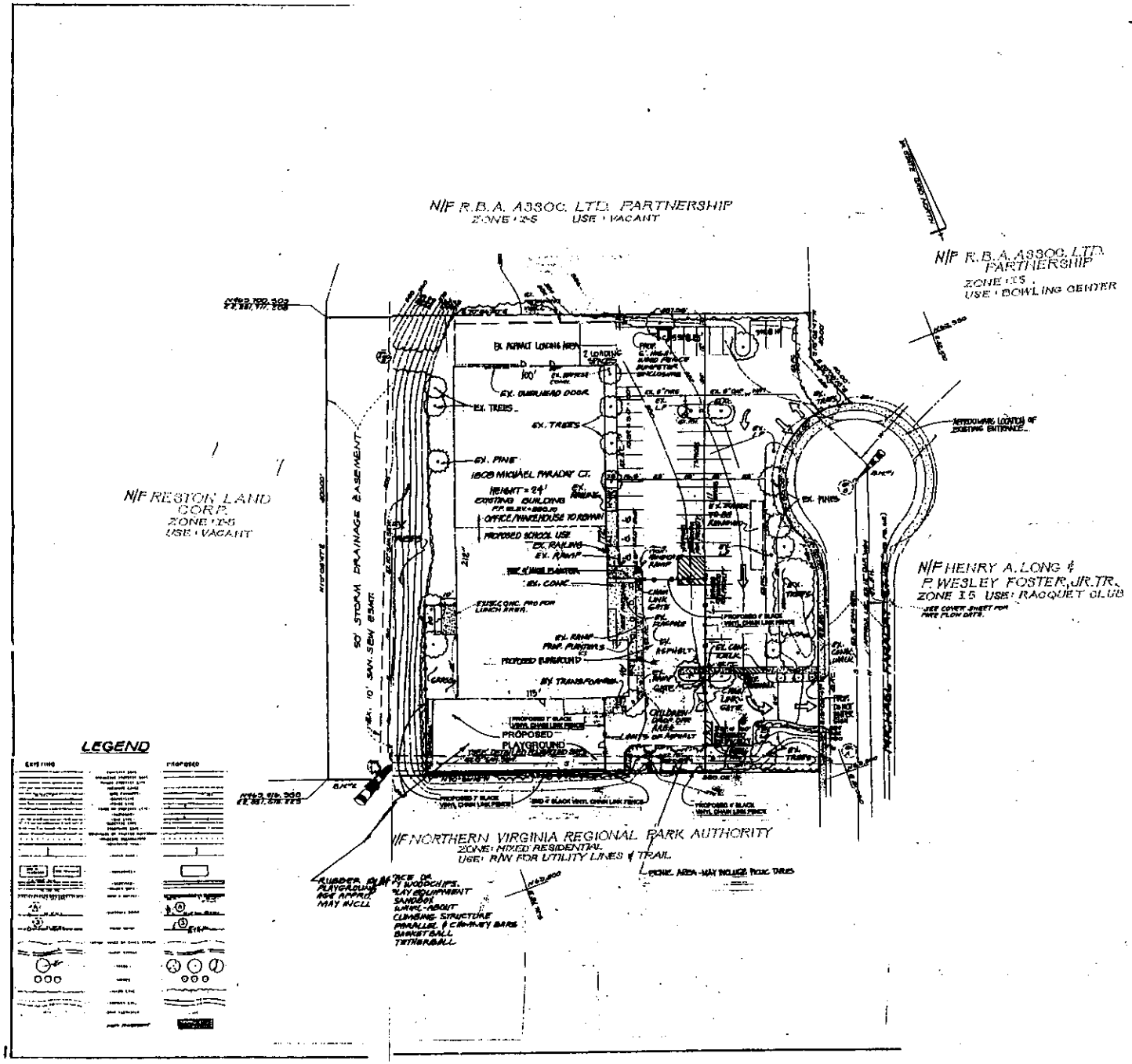
ATTACHMENT 1

ACADEMY OF CHRISTIAN EDUCATION
11480 Sunset Hills Road #10E
Reston, Virginia 20190
(703) 471-2132

June 18, 1999

The following is the playground schedule proposed for the Academy in order to be in compliance with Fairfax County requirements for the Academy's proposed future playground at 1808 Michael Faraday Court, Reston, Virginia. The size of the playground would be approximately 13,900 square feet. Maximum number of students in grades K-4 through sixth grade at the facility would be 250. Two schedules follow: one for the anticipated enrollment of approximately 200 in the fall of 1999 and one for the maximum enrollment of 250.

	Morning Snack Break	Lunch Recess
Fall 1999: approximately 200 students		
2 K-4s = 50 students	9:30-10:00 = ½ hour	11:30-12:00 = ½ hour
3 K-5s = 60 students	10:00-10:30 = ½ hour	12:00-12:30 = ½ hour
2 1st = 40 students	10:30-11:00 = ½ hour	12:30-1:00 = ½ hour
1 2nd = 15 students		
1 3rd = 15 students	11:00-11:15 = ¼ hour	1:00-1:30 = ½ hour
1 4th = 10 students		
1 5th = 10 students	11:15-11:30 = ¼ hour	1:30-2:00 = ½ hour
Total = 200		
Maximum enrollment: 250 students		
2 K-4s = 50 students	9:30-10:00 = ½ hour	11:30-12:00 = ½ hour
3 K-5s = 60 students	10:00-10:30 = ½ hour	12:00-12:30 = ½ hour
2 1st = 40 students	10:30-11:00 = ½ hour	12:30-1:00 = ½ hour
1 2nd = 20 students		
1 3rd = 20 students	9:00-9:15 = ¼ hour	1:00-1:15 = ¼ hour
1 4th = 20 students	9:15-9:30 = ¼ hour	1:15-1:30 = ¼ hour
1 5th = 20 students	11:00-11-15 = ¼ hour	1:30-1:45 = ¼ hour
1 6th = 20 students	11:15-11:30 = ¼ hour	1:45-2:00 = ¼ hour
Total = 250		



GENERAL NOTES:

1) THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX MAP 18-3 ((5)) PARCEL 8 AND IS ZONED I-5
2) PROPOSED USE: PRIVATE SCHOOL OF GENERAL EDUCATION.
3) BUILDING HEIGHT: 24 FT., 1 STORY WITH MEZZANINE LEVEL
4) PROPERTY CONTAINS 100,487 SF OR 2.3071 AC
5) TOTAL GROSS FLOOR AREA: 22,300 SF
6) THIS PLAT BASED ON AS-BUILT PLAN FOR RESTON ROLLER RINK PREPARED BY GORDON ASSOCIATES DATED FEB 1980 AND REVISED THRU JAN 1983

PARKING TABULATIONS:

TOTAL SPACES REQUIRED:	62
TOTAL NUMBER OF SPACES PROPOSED:	52
TOTAL REQUIRED FOR SCHOOL USE:	26'
TOTAL PROPOSED FOR SCHOOL USE:	26
TOTAL REQUIRED FOR REMAINING OFFICE/WAREHOUSE:	26'
TOTAL PROPOSED FOR REMAINING OFFICE/WAREHOUSE:	26

PARKING NOTES:
1) SCHOOL USE CALCULATION BASED ON 22 SPACES FOR FACULTY AND 4 SPACES FOR VISITORS AS PER SECTION 11-106(19) OF THE FAIRFAX COUNTY ZONING ORDINANCE.
2) OFFICE/WAREHOUSE CALCULATION BASED ON 5,200 S.F. OF OFFICE USE AND 7,000 S.F. WAREHOUSE WITH TOTAL PARKING FOR WAREHOUSE/OFFICE PROVIDED BASED ON SECTION 11-104(12) (A) AND 11-106(5) OF THE FAIRFAX COUNTY ZONING ORDINANCE.
3) 86 PARKING SPACES APPROVED WITH ORIGINAL SITE PLAN (SP-0048) BY GORDON ASSOCIATES DATED FEB. 1980. CURRENTLY 87 ARE EXISTING PER GORDON ASSOCIATES SITE VISIT APRIL 7, 1999.

APPLICANT:

ACADEMY OF CHRISTIAN EDUCATION
11480 SUNSET HILLS ROAD, #10E
RESTON, VA

PROPOSED FENCE AND DUMPSTER ENCLOSURE WILL COMPLY WITH RESTON ARCHITECTURAL BOARD OF REVIEW RECOMMENDATIONS

NO	DESCRIPTION	REV BY	APPRO

REVISION APPROVED BY
DIVISION OF DESIGN: REVI

SPECIAL EXCEPTION PLAT/SI

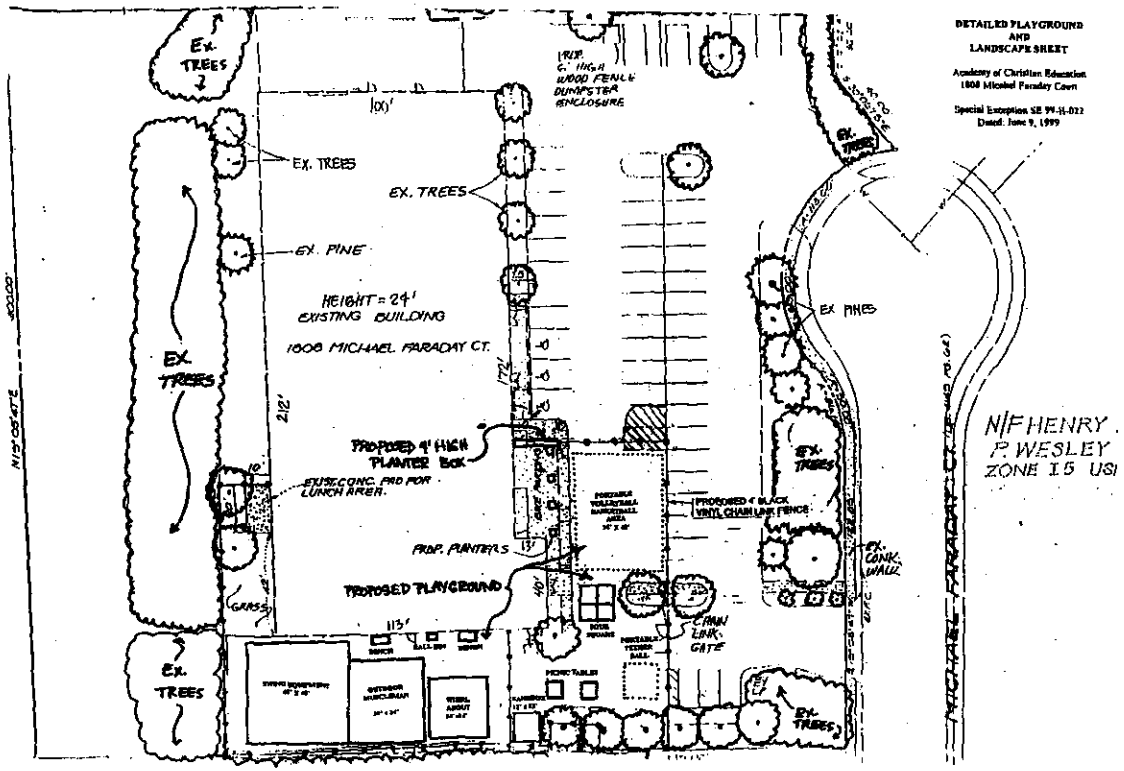
ACADEMY OF CHRISTIAN EDU
11480 SUNSET HILLS ROAD, #1
RESTON, VA.

Survey: WIGA
Design: RL
Drawn:
Checked:
Revisions:

Scale: Horz. 1" 30'
Vert.
Date: APRI

William H. Gordon Associate
Consulting Engineers

(23)


DETAILED PLAYGROUND
AND
LANDSCAPE SHEET
Academy of Christian Education
1808 Michael Faraday Court
Special Exception SE 99-H-022
Dated: June 9, 1999
EX. TREES
EX. TREES
EX. TREES
EX. PINE
HEIGHT = 24'
EXISTING BUILDING
1808 MICHAEL FARADAY CT.
EX. TREES
PROPOSED 4' HIGH
PLANTER BOX
EXIST. CONC. PAD FOR
LUNCH AREA.
PROP. PLANTERS
PROPOSED PLAYGROUND
GRASS
EX. TREES
EX. TREES
EX. PINES
EX. TREES
EX. TREES
PROPOSED 4' BLACK
VINYL CHAIN LINK FENCE
EX. CONC. WALK
CHAIN LINK GATE
N/F HENRY
P. WESLEY
ZONE I-5 USI
MICHAEL FARADAY CT.

McGuireWoods LLP
1750 Tysons Boulevard
Suite 1800
McLean, VA 22102-4215
Phone: 703.712.5000
Fax: 703.712.5050
www.mcguirewoods.com

Sheri L. Akin
Direct: 703.712.5483

McGUIREWOODS

RECEIVED
Department of Planning & Zoning
FEB 02 2012
Zoning Evaluation Division

ATTACHMENT 3

sakin@mcguirewoods.com
Direct Fax: 703.712.5050

January 30, 2012

RECEIVED
Dept. of Planning & Zoning
FEB 01 2012
Zoning Administration Div.
2012-0155

Ms. Eileen M. McLane
Zoning Administrator
Department of Planning and Zoning
Suite 807
12055 Government Center Parkway
Fairfax, Virginia 22035-2301

Re: Academy of Christian Education
Special Exception Amendment SEA 99-H-022
Tax Map No. 18-3-((5))-6

Dear Ms. McLane:

Pursuant to Section 9-012 of the Fairfax County Zoning Ordinance, I am writing on behalf of the Academy of Christian Education ("ACE") to request that the Fairfax County Board of Supervisors grant additional time to commence construction of the improvements allowed by Special Exception SEA 99-H-022. As you are aware, this special exception was originally approved by the Board on August 3, 2009, and is set to expire February 3, 2012. For your reference, a copy of the Board of Supervisors approval letter is enclosed.

ACE requests an eighteen (18) month extension until August 3, 2013, in order to commence construction. Due to the downturn in the economy, the expansion plans for the school were delayed. ACE is currently in the process of obtaining bids for this project and is evaluating a cost-effective plan for these important school improvements. ACE anticipates finalizing its planning process, obtaining permits, and commencing construction by the requested extension date.

Based upon our review, no changes in land use circumstances or with Comprehensive Plan recommendations have occurred that would warrant further review through the public hearing process, and ACE will continue to do everything it can to

expedite the remaining process for implementation of SEA 99-H-022. If you have any questions, feel free to contact me.

Sincerely,

Sheri L. Akin
Land Use Planner

Enclosure

cc: Supervisor Catherine M. Hudgins, Hunter Mill District
Diane Johnson-Quinn, Dep. Zoning Administrator, Zoning Permit Review Branch
Jonathan P. Rak, Esquire, McGuireWoods LLP

\36646285.1

Board Agenda Item
April 10, 2012

ADMINISTRATIVE - 3

Approval of "Watch for Children" Signs as Part of the Residential Traffic Administration Program (Mount Vernon District)

ISSUE:
Board endorsement of "Watch for Children" signs, as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends the Board approve a resolution for the installation of "Watch for Children" signs on the following roads:

- Belle Haven Road (Mount Vernon District)
- Olde Towne Road (Mount Vernon District)
- Tenth Street (Mount Vernon District)
- Thirteenth Street (Mount Vernon District)
- Boulevard View (Mount Vernon District)

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

TIMING:
Board action is requested on April 10, 2012.

BACKGROUND:
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 centers, 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 Highways, signs alerting motorists that children may be at play nearby. FCDOT reviews each request to ensure the proposed signs will be effectively located and will not be in conflict with any other traffic control devices. On February 21, 2012, FCDOT received written verification from

the appropriate local supervisor confirming community support for the referenced "Watch for Children" signs.

FISCAL IMPACT:
The estimated cost of $1,200.00 is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment I: Board Resolution for "Watch for Children" Signs

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, 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

Attachment 1

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
WATCH FOR CHILDREN SIGNS

Belle Haven Road	(Mount Vernon District)
Olde Towne Road	(Mount Vernon District)
Tenth Street	(Mount Vernon District)
Thirteenth Street	(Mount Vernon District)
Boulevard View	(Mount Vernon District)

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, April 10, 2012, 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 Highways, signs alerting motorists that children may be at play nearby; and

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

NOW THEREFORE BE IT RESOLVED, that "Watch for Children" signs are endorsed for these streets;

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:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

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Board Agenda Item
April 10, 2012

ADMINISTRATIVE – 4

Authorization to Conduct a Joint Public Hearing for the Virginia Department of Transportation's Fiscal Year 2013 – Fiscal Year 2018 Secondary Six-Year Program and the Fiscal Year 2013 Budget

ISSUE:
Board authorization to conduct a joint public hearing on May 22, 2012, at 4:00 p.m., to solicit comments and input on proposed FY 2013 – FY 2018 Secondary Six-Year Program and the Fiscal Year 2013 budget.

RECOMMENDATION:
The County Executive recommends that the Board authorize the public hearing. Since this is a joint public hearing, the Virginia Department of Transportation will provide the required advertisements.

TIMING:
The Board should take action on April 10, 2012, to authorize a public hearing on May 22, 2012, at 4:00 p.m.

BACKGROUND:
The Virginia Department of Transportation (VDOT) and the Board of Supervisors of Fairfax County, in accordance with Section 33.1-70.01 of the Code of Virginia, are required to conduct a joint public hearing for the annual Secondary Six-Year Program (SSYP). The purpose of this public hearing is to receive public comment on the proposed SSYP for Fiscal Years 2013 through 2018 in Fairfax County and on the Secondary System Construction Budget for Fiscal Year 2013. As in previous years, the County will provide the venue, and VDOT will provide all the required advertisements for this public hearing. All projects in the SSYP that are eligible for federal funds will be included in the Statewide Transportation Improvement Program (STIP) which documents how Virginia will obligate federal transportation funds.

FISCAL IMPACT:
There are no new funds allocated to Fairfax County in the FY2013-FY2018 SSYP. Any changes in the program will be the result of funds shifting between projects, due to changes in project estimates, and/or allocating any remaining balances on completed projects.

Board Agenda Item
April 10, 2012

ENCLOSED DOCUMENTS:
None.

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Karyn Moreland, Chief, Capital Projects Section, FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Kenneth Kanownik, Coordination and Funding Division, FCDOT

Board Agenda Item
April 10, 2012

ADMINISTRATIVE – 5

Authorization of a Public Hearing on a Proposal to Vacate and Abandon Part of Newcombs Farm Road (Dranesville District)

ISSUE:
Authorization of a public hearing on a proposal to vacate and abandon part of Newcombs Farm Road.

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

TIMING:
The Board should take action on April 10, 2012, to provide sufficient time to advertise the public hearing for May 1, 2012, at 4:30 p.m.

BACKGROUND:
The applicant, Basheer-Edgemoor-Montoux, LLC, is requesting that part of Newcombs Farm Road between the cul-de-sac and Leesburg Pike (Route 7) be vacated and abandoned. Newcombs Farm Road is in the Virginia Department of Transportation (VDOT) State Secondary System (Route 10030).

The request is being made in compliance with proffer 22 of zoning case RZ 2005-DR-006 approved by the Board on March 10, 2005. This proffer requires the applicant to request the vacation and abandonment given the completion of the permanent access from the cul-de-sac through the applicant's development to Beulah Road.

Traffic Circulation and Access
The abandonment will have no long-term impact on vehicle circulation and access. The alternative, permanent access to Beulah Road is complete and a direct access point on Leesburg Pike is not required.

Easements
Public easement needs have been identified by the Department of Public Works and Environmental Services. Dominion Virginia Power and Verizon had also identified facilities within the area to be vacated abandoned. The applicants have provided

easements and agreements in forms acceptable to this agency & companies. No other easement needs were identified.

The proposal to vacate and 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
Attachment III: Order of Abandonment
Attachment IV: Ordinance of Vacation
Attachment V: Abandonment Plat
Attachment VI: Metes and Bounds Description
Attachment VII: Vicinity Map

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

H. Mark Goetzman
(703) 528-4700 Ext. 5452
mgoetzman@arl.thelandlawyers.com
Fax: (703) 528-6050

WALSH COLUCCI
LUBELEY EMRICH
& WALSH PC

June 2, 2009

Via Hand Delivery

Michael Davis
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895

Re: Request for Proposed Abandonment/Vacation of a Portion of Newcombs Farm Road, Dranesville District, Fairfax County, Virginia

Dear Michael:

This letter constitutes a request and statement of justification to vacate/abandon a portion of Newcombs Farm Road, Fairfax County, Virginia, located in the Dranesville Magisterial District (hereinafter referred to as the "Right-of-Way"). This request is made on behalf of Basheer-Edgemoor-Moutoux, L.L.C. ("Basheer") in accordance with RZ 2005-DR-006. Basheer is the developer of 69.17 acres of real property abutting the Right-of-Way.

The Right-of-Way was conveyed to the Board of Supervisors of Fairfax County, Virginia (the "Board") by virtue of a deed and plat recorded in Deed Book 11399 at page 1567 among the land records of Fairfax County, Virginia. Basheer received rezoning approval on March 10, 2005 to construct sixty (60) single family detached dwellings pursuant to RZ 2005-DR-006 with the approved Generalized/Conceptual/Final Development Plan prepared by Christopher Consultants, dated February 17, 2005, and revised through September 15, 2005 (the "GDP/CDP/FDP"). As a condition of the approval, Basheer must comply with Proffer 22 of RZ 2005-DR-006, which requires Basheer to facilitate the vacation of the Right-of-Way in accordance with the proffered conditions accepted by the Board in the approval of RZ 1998-HM-003.

The Right-of-Way area to be vacated/abandoned is shown on the plat entitled, "Plat Showing Abandonment and Subdivision of a Portion of Newcombs Farm Road" prepared by Christopher Consultants and dated January 28, 2009. The total area to be vacated is 58,591 square feet.

I request your review of this application and ask that the matter be scheduled for a public hearing before the Board as soon as possible. Should you have any questions regarding the above or require additional information, please do not hesitate to contact me.

Very truly yours,

WALSH, COLUCCI, LUBELEY, EMRICH & WALSH, P.C.

H. Mark Goetzman

cc: Mark Fields

NOTICE OF INTENT TO ABANDON
NEWCOMBS FARM ROAD - ROUTE 10030
DRANESVILLE DISTRICT
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on May 1, 2012, at 4:30 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 Newcombs Farm Road-Route 10030 from Leesburg Pike (Route 7) to the Newcombs Farm Road cul-de-sac, pursuant to Virginia Code §33.1-151. At the same place and time the Board of Supervisors will concurrently consider the vacation of the same pursuant to Virginia Code §15.2-2272(2). The road is located on Tax Map 019-1 and Tax Map 019-3, and is described and shown on the metes and bounds schedule, dated January 15, 2010, and plat, dated August 31, 2011, both prepared by Christopher Consultants and on file in the Fairfax County Department of Transportation, 4050 Legato Road, Suite 400, Fairfax, Virginia, 22033, telephone number 703-877-5600.

DRANESVILLE DISTRICT

ORDER OF ABANDONMENT OF

NEWCOMBS FARM ROAD - ROUTE 10030

DRANESVILLE DISTRICT

Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 1st day of May, 2012, it duly moved and seconded that:

WHEREAS, after conducting a public hearing pursuant to notice as required by Virginia Code § 33.1-158, at which meeting a quorum was present and voting, and upon due consideration of the historic value of the road, if any, the Board has determined that no public necessity exists for the continuance of the road and that the welfare of the public will be served best by abandoning the road, therefore

BE IT ORDERED:

That NEWCOMBS FARM ROAD - ROUTE 10030 from Leesburg Pike (Route 7) to the Newcombs Farm Road cul-de-sac, located on Tax Map 019-1 and Tax Map 019-3 and described and shown on the metes and bounds schedule, dated January 15, 2010, and plat, dated August 31, 2011, each prepared by Christopher Consultants and attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code § 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 landowner(s).

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

ADOPTION OF AN ORDINANCE VACATING
A PART OF A PLAT ON WHICH IS SHOWN
NEWCOMBS FARM ROAD - ROUTE 10030
DRANESVILLE District,
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Governmental Center in Fairfax County, Virginia, on May 1, 2012, at which meeting a quorum was present and voting, the Board, after conducting a public hearing upon due notice given pursuant to Virginia Code Ann. §15.2-2204 and as otherwise required by law, adopted the following ordinance, to-wit:

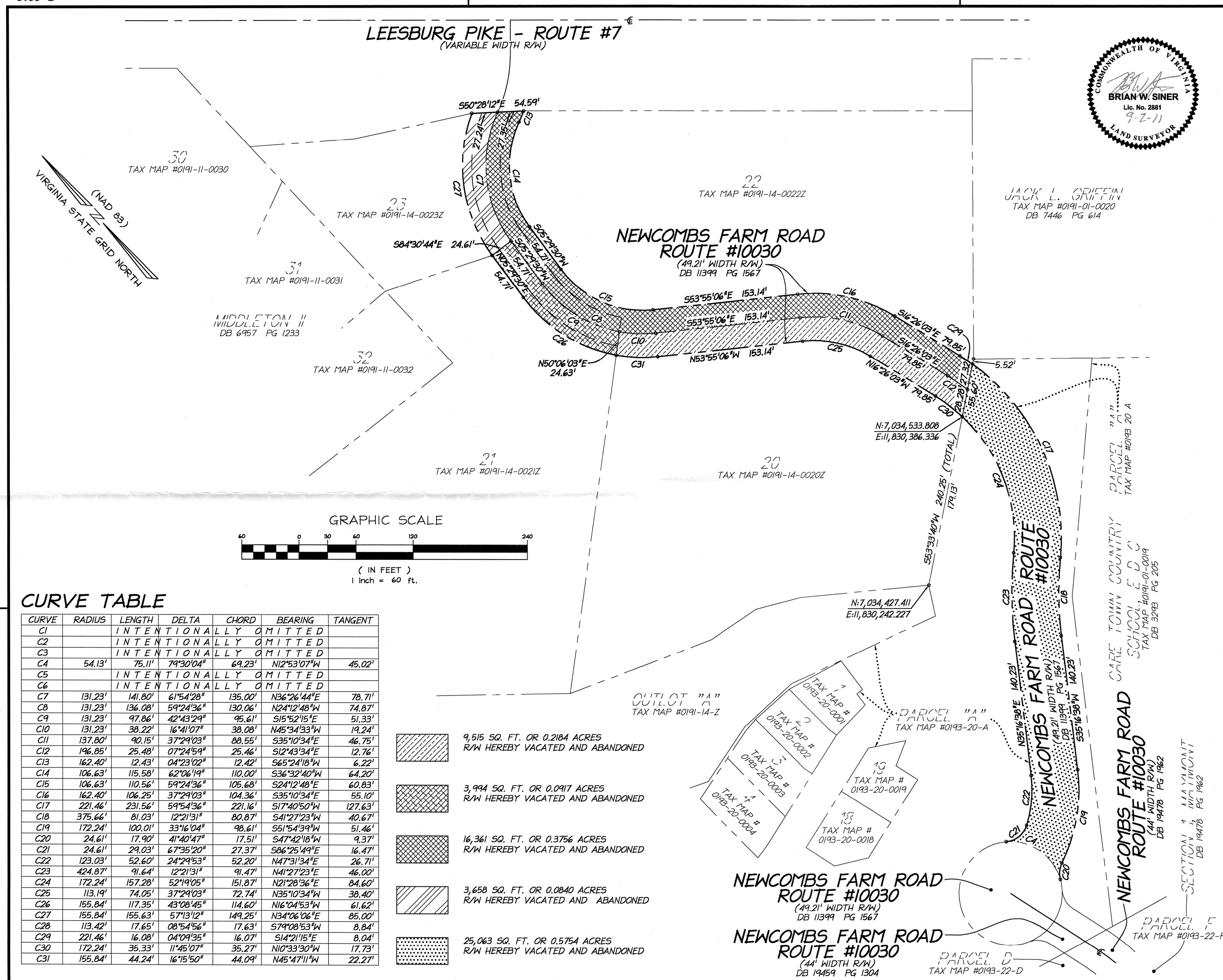
BE IT ORDAINED by the Board of Supervisors of Fairfax County, Virginia: that Part of the Plat of Subdivision recorded in Deed Book 11399 at Page 1567, on which is shown Newcombs Farm Road - Route 10030, from Leesburg Pike (Route 7), to the Newcombs Farm Road cul-de-sac, located on Tax Map 019-1 and Tax Map 019-3, and described and shown on the metes and bounds schedule dated January 15, 2010, and plat dated August 31, 2011, prepared by Christopher Consultants, and attached hereto and incorporated herein, be and the same is hereby vacated, pursuant to Virginia Code Ann. §15.2-2272(2).

This vacation is subject to any right, privilege, permit, license, 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 vacated roadway, without any permission of the landowner.

A Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

§15.2-2272(2)



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING	TANGENT
C1		INTENTIONALLY OMITTED				
C2		INTENTIONALLY OMITTED				
C3		INTENTIONALLY OMITTED				
C4	54.13'	75.11'	79°30'04"	69.23'	N12°53'07"W	45.02'
C5		INTENTIONALLY OMITTED				
C6		INTENTIONALLY OMITTED				
C7	131.23'	141.80'	61°54'28"	135.00'	N36°26'44"E	78.71'
C8	131.23'	136.08'	59°24'36"	130.06'	N24°12'48"W	74.87'
C9	131.23'	97.86'	42°43'29"	95.61'	S15°52'15"E	51.33'
C10	131.23'	38.22'	16°41'07"	38.08'	N45°34'33"W	19.24'
C11	137.80'	90.15'	37°29'03"	88.55'	S35°10'34"E	46.75'
C12	196.85'	25.48'	07°24'59"	25.46'	S12°43'34"E	12.76'
C13	162.40'	12.43'	04°23'02"	12.42'	S65°24'18"W	6.22'
C14	106.63'	115.58'	62°06'19"	110.00'	S36°32'40"W	64.20'
C15	106.63'	110.56'	59°24'36"	105.68'	S24°12'48"E	60.83'
C16	162.40'	106.25'	37°29'03"	104.36'	S35°10'34"E	55.10'
C17	221.46'	231.56'	59°54'36"	221.16'	S17°40'50"W	127.63'
C18	375.66'	81.03'	12°21'31"	80.87'	S41°27'23"W	40.67'
C19	172.24'	100.01'	33°16'04"	98.61'	S51°54'39"W	51.46'
C20	24.61'	17.90'	41°40'47"	17.51'	S47°42'18"W	9.37'
C21	24.61'	29.03'	67°35'20"	27.37'	S86°25'49"E	16.47'
C22	123.03'	52.60'	24°29'53"	52.20'	N47°31'34"E	26.71'
C23	424.87'	91.64'	12°21'31"	91.47'	N41°27'23"E	46.00'
C24	172.24'	157.28'	52°19'05"	151.87'	N21°28'36"E	84.60'
C25	113.19'	74.05'	37°29'03"	72.74'	N35°10'34"W	38.40'
C26	155.84'	117.35'	43°08'45"	114.60'	N16°04'53"W	61.62'
C27	155.84'	155.63'	57°13'12"	149.25'	N34°06'06"E	85.00'
C28	113.42'	17.65'	08°54'56"	17.63'	S79°08'53"W	8.84'
C29	221.46'	16.08'	04°09'35"	16.07'	S14°21'15"E	8.04'
C30	172.24'	35.33'	11°45'07"	35.27'	N10°33'30"W	17.73'
C31	155.84'	44.24'	16°15'50"	44.09'	N45°47'11"W	22.27'

9,515 SQ. FT. OR 0.2184 ACRES
R/W HEREBY VACATED AND ABANDONED

3,994 SQ. FT. OR 0.0917 ACRES
R/W HEREBY VACATED AND ABANDONED

16,361 SQ. FT. OR 0.3756 ACRES
R/W HEREBY VACATED AND ABANDONED

3,658 SQ. FT. OR 0.0840 ACRES
R/W HEREBY VACATED AND ABANDONED

25,063 SQ. FT. OR 0.5754 ACRES
R/W HEREBY VACATED AND ABANDONED

COMMONWEALTH OF VIRGINIA
BRIAN W. SINER
Lic. No. 2881
9-2-11
LAND SURVEYOR

christopher consultants
engineering - surveying - land planning
9900 main street (fourth floor) fairfax, va 22031-3907
703.273.6820 · fax 703.273.7636

VACATION AND ABANDONMENT OF A PORTION OF

NEWCOMBS FARM ROAD, ROUTE #10030

DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA

SCALE: 1"=60'
DATE: 08/31/11
DRAWN: WEB
CHECKED: MB
CHECKED:
SHEET NO.
2 OF 2

P:\Projects\98248600\Surveys\Plats\FINAL PLATS\WB-2969.dwg, 9/1/2011 2:59:29 PM, mattbaird

B-2969

SURVEYOR'S CERTIFICATE

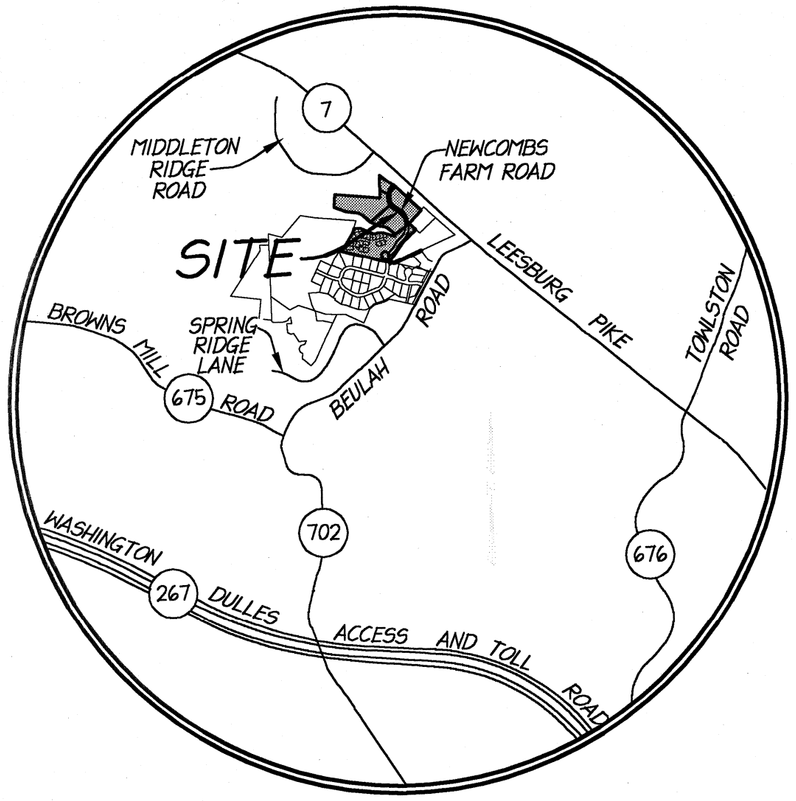
I, BRIAN W. SINER, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED BY THIS PLAT IS NOW IN THE NAME OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS RECORDED IN DEED BOOK 11399 AT PAGE 1567 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

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

COMMONWEALTH OF VIRGINIA
BRIAN W. SINER
Lic. No. 2881
9-2-11
LAND SURVEYOR

I HEREBY CERTIFY THAT ALL WETLANDS PERMITS REQUIRED BY LAW WILL BE OBTAINED PRIOR TO COMMENCING ANY LAND DISTURBING ACTIVITIES.
OWNER/DEVELOPER:

NAME — TITLE: DIRECTOR, LAND DEV.



VICINITY MAP

SCALE: 1" = 2000'

NOTES

1. THE FAIRFAX COUNTY ASSESSMENT MAP NUMBERS, CURRENT OWNERS AND ZONING FOR THE PROPERTIES SHOWN HEREON ARE AS FOLLOWS:

   NEWCOMBS FARM ROAD IS CURRENTLY DESIGNATED AS A PUBLIC RIGHT-OF-WAY
   CURRENT OWNER: BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, DB 11399 PG 1567.

2. THE PROPERTY SHOWN HEREON IS LOCATED ON F.E.M.A. MAP COMMUNITY PANEL NUMBER 51059C 0135 E, DATED SEPTEMBER 17, 2010, ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

3. THE RECORD PLAT OF BLUEBERRY HILL IS RECORDED IN DEED BOOK 11399 AT PAGE 1567 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

4. METES AND BOUNDS AS SHOWN HEREON ARE BASED ON A BOUNDARY SURVEY PERFORMED BY THIS FIRM IN JANUARY, 2004. BEARINGS ARE REFERENCED TO THE VIRGINIA COORDINATE SYSTEM OF 1983 AS COMPUTED FROM A FIELD SURVEY WHICH TIES THIS BOUNDARY TO THE FAIRFAX COUNTY GEOGRAPHIC INFORMATION SYSTEM MONUMENT GPS 134, COMBINED SCALE FACTOR 0.999950304.

5. THIS PLAT COMPLIES FULLY WITH THE AMENDMENT OF CHAPTER 118 (CHESAPEAKE BAY PRESERVATION ORDINANCE) OF THE CODE OF THE COUNTY OF FAIRFAX ADOPTED BY THE BOARD OF SUPERVISORS ON JULY 7, 2003 EFFECTIVE ON NOVEMBER 18, 2003.

6. ALL UNDERLYING EASEMENTS ARE NOT INDICATED ON THIS PLAT.

APPROVED
COUNTY OF FAIRFAX
OFFICE OF SITE DEVELOPMENT SERVICE
SANITARY SEWER SECTION
BY _____
DATE _____

DEPARTMENT OF PUBLIC WORKS AND ENVIRONMENTAL SERVICES
OFFICE OF SITE DEVELOPMENT SERVICES
FAIRFAX, VIRGINIA

ALL STREET LOCATIONS AND/OR EASEMENTS CONFORM TO THE REQUIREMENTS OF THIS OFFICE AND THE NECESSARY AGREEMENTS OR BONDS HAVE BEEN RECEIVED.

BY _____ Date _____

THIS APPROVAL IS NOT A COMMITMENT TO PROVIDE PUBLIC SANITARY SEWER

FINAL PLAT

RECOMMENDED FOR APPROVAL
FAIRFAX COUNTY
SITE REVIEW BRANCH CHIEF

DATE _____ BY _____ AGENT
DATE

APPROVED
FOR
BOARD OF SUPERVISORS
FAIRFAX COUNTY, VIRGINIA

DATE _____ DIRECTOR, OFFICE OF SITE DEVELOPMENT SERVICES

APPROVAL VOID IF PLAT IS NOT OFFERED FOR RECORD ON OR BEFORE _____

APPROVED
COUNTY OF FAIRFAX
OFFICE OF BUILDING CODE SERVICES
PERMITS DIVISION - SITE PERMITS SECTION
STREET ADDRESS FUNCTION
BY _____
DATE _____

christopher consultants
engineering · surveying · land planning
9900 main street (fourth floor) fairfax, va 22031-3907
703.273.6820 · fax 703.273.7636

VACATION AND ABANDONMENT OF A PORION OFT

NEWCOMBS FARM ROAD, ROUTE #10030

DRANESVILLE DISTRICT, FAIRFAX COUNTY, VIRGINIA

SCALE: N/A
DATE: 08/31/11
DRAWN: WEB
CHECKED: MB
CHECKED:
SHEET NO.
1 OF 2

B-2969

P:\Projects\982404.00\Surveys\Plats\FINAL PLATS\PWB-2969.dwg, 9/1/2011 2:59:20 PM, mattbaird
(40)

christopher consultants
engineering · surveying · land planning

Description of Parcel 4
Blueberry Hill
Dranesville District
Fairfax County, Virginia
January 15, 2010

Beginning at a point on the southerly right of way line of Leesburg Pike, Route 7 (a variable width public street) said point also being the northeast corner of Lot 23, Blueberry Hill;

Thence, with the southerly line of Leesburg Pike, Route 7, S 50°28'12"E, a distance of 27.24 feet;

Thence, departing the southerly line of Leesburg Pike, Route 7, and through the abandoned right of way of Newcombs Farm Road the following two (2) courses:

1. Along a curve to the left with a central angle of 61°54'28", having a radius of 131.23 feet, an arc distance of 141.80 feet, and a chord length of 135.00 feet, which bears S 36°26'44" W;
2. N 84°30'44"W, a distance of 24.61 feet, to the southeast corner of Lot 23, Blueberry Hill;

Thence, with the easterly line of Lot 23, Blueberry Hill along a curve to the right with a central angle of 57°13'12", having a radius of 155.84 feet, an arc distance of 155.63 feet, and a chord length of 149.25 feet, which bears N 34°06'06" E, to the point of beginning;

Containing 3,658 square feet or 0.0840 acres, more or less.

COMMONWEALTH OF VIRGINIA
BRIAN W. SINER
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9-2-11
LAND SURVEYOR

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Description of Parcel 3
Blueberry Hill
Dranesville District
Fairfax County, Virginia
January 15, 2010

Beginning at a point on the westerly line of abandoned Newcombs Farm Road, said point being the southeast corner of Lot 23, and the northeast corner of Lot 21, Blueberry Hill;

Thence, departing the easterly line of Lot 23, Blueberry Hill, and through the abandoned right of way of Newcombs Farm Road, the following four (4) courses:

1. S 84°30'44"E, a distance of 24.61 feet;
2. S 05°29'30"W, a distance of 54.71 feet to a point of curvature;
3. Along a curve to the left with a central angle of 42°43'29", having a radius of 131.23 feet, an arc distance of 97.86 feet, and a chord length of 95.61 feet, which bears S 15°52'15" E;
4. S 50°06'03"W, a distance of 24.63 feet, to the southeast corner of Lot 21, Blueberry Hill;

Thence, with the easterly line of Lot 21, Blueberry Hill, the following two (2) courses:

1. Along a curve to the right with a central angle of 43°08'45", having a radius of 155.84 feet, an arc distance of 117.35 feet, and a chord length of 114.60 feet, which bears N 16°04'53" W, to a point of tangency;
2. N 05°29'30" E, a distance of 54.71 feet, to the point of beginning;

Containing 3,994 square feet or 0.0917 acres, more or less.

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Description of Parcel 2
Blueberry Hill
Dranesville District
Fairfax County, Virginia
January 15, 2010

Beginning at a point, on the westerly line of abandoned Newcombs Farm Road, said point being the northeast corner of Lot 20, and the southeast corner of Lot 21 Blueberry Hill;

Thence, departing the easterly line of Lot 20, Blueberry Hill, and through the land of the abandoned right of way of Newcombs Farm Road, the following seven (7) courses:

1. N 50°06'03" E, a distance of 24.63 feet;
2. Along a curve to the left with a central angle of 16°41'07", having a radius of 131.23 feet, an arc distance of 38.22 feet, and a chord length of 38.08 feet, which bears S 45°34'33" E, to a point of tangency;
3. S 53°55'06" E, a distance of 153.14 feet, to a point of curvature;
4. Along a curve to the right with a central angle of 37°29'03", having a radius of 137.80 feet, an arc distance of 90.15 feet, and a chord length of 88.55 feet, which bears S 35°10'34" E to a point of tangency;
5. S16°26'03" E, a distance of 79.85 feet, to a point of curvature;
6. Along a curve to the right with a central angle of 07°24'59", having a radius of 196.85 feet, an arc distance of 25.48 feet, and a chord length of 25.46 feet, which bears S 12°43'34" E;
7. S 53°33'40" W, a distance of 28.28 feet, to the southeast corner of Lot 20, Blueberry Hill;

Thence, with the easterly line of Lot 20, Blueberry Hill, the following five (5) courses:

1. Along a curve to the left with a central angle of 11°45'07", having a radius of 172.24 feet, an arc distance of 35.33 feet, and a chord length of 35.27 feet, which bears N 10°33'30" W, to a point of tangency;
2. N 16°26'03" W, a distance of 79.85 feet, to a point of curvature;
3. Along a curve to the left with a central angle of 37°29'03", having a radius of 113.19 feet, an arc distance of 74.05 feet, and a chord length of 72.74 feet, which bears N 35°10'34" W to a point of tangency;
4. N53°55'06" W, a distance of 153.14 feet, to a point of curvature;
5. Along a curve to the right with a central angle of 16°15'50", having a radius of 155.84 feet, an arc distance of 44.24 feet, and a chord length of 44.09 feet, which bears N 45°47'11" W, to the point of beginning;

Containing 9,515 square feet or 0.2184 acres, more or less.

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Description of Parcel 1
Blueberry Hill
Dranesville District
Fairfax County, Virginia
January 15, 2010

Beginning at a point, on the westerly line of abandoned Newcombs Farm Road, said point being the east corner of Lot 20, and a northerly corner of Parcel "A" Blueberry Hill;

Thence, departing the easterly line of Lot 20, Blueberry Hill, and through the land of the abandoned right of way of Newcombs Farm Road, N 53°33'40" E, a distance of 55.60 feet to a point, said point being the south corner of Lot 22, Blueberry Hill, and a northwest corner of Parcel "A" Blueberry Hill;

Thence, departing Lot 22, Blueberry Hill and with a westerly line of Parcel "A" Blueberry Hill, the following five (5) courses:

1. Along a curve to the right with a central angle of 59°54'36", having a radius of 221.46 feet, an arc distance of 231.56 feet, and a chord length of 127.63 feet, which bears S 17°40'50" E, to a point of reverse curve;
2. Along a curve to the left with a central angle of 12°21'31", having a radius of 375.66 feet, an arc distance of 81.03 feet, and a chord length of 80.87 feet, which bears S 41°27'23" W to a point of tangency;
3. S 35°16'38" W, a distance of 140.23 feet, to a point of curvature;
4. Along a curve to the right with a central angle of 33°16'04", having a radius of 172.24 feet, an arc distance of 100.01 feet, and a chord length of 98.61 feet, which bears S 51°54'39" W to a point of reverse curve;
5. Along a curve to the left with a central angle of 41°40'47", having a radius of 24.61 feet, an arc distance of 17.90 feet, and a chord length of 17.51 feet, which bears S 47°42'18" W to a point, said point being an easterly corner of Newcombs Farm Road;

Thence, departing Parcel "A" Blueberry Hill and with the easterly right-of-way of Newcombs Farm Road, along a curve to the left with a central angle of 79°30'04", having a radius of 54.13 feet, an arc distance of 75.11 feet, and a chord length of 69.23 feet, which bears N 12°53'07" W to a point, said point being an easterly corner of Parcel "A" Blueberry Hill;

Thence, departing the easterly right-of-way of Newcombs Farm Road and with the easterly line of Parcel "A" Blueberry Hill the following five (5) courses:

1. Along a curve to the left with a central angle of 67°35'20", having a radius of 24.61 feet, an arc distance of 29.03 feet, and a chord length of 27.37 feet, which bears S 86°25'49" W, to a point of compound curve;

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2. Along a curve to the left with a central angle of 24°29'53", having a radius of 123.03 feet, an arc distance of 52.60 feet, and a chord length of 52.20 feet, which bears N 47°31'34" E, to a point of tangency;
3. N 35°16'38" E, a distance of 140.23 feet to a point of curvature;
4. Along a curve to the right with a central angle of 12°21'31", having a radius of 424.87 feet, an arc distance of 91.64 feet, and a chord length of 91.47 feet, which bears N 41°27'23" E, to a point of reverse curvature;
5. Along a curve to the left with a central angle of 52°19'05", having a radius of 172.24 feet, an arc distance of 157.28 feet, and a chord length of 151.87 feet, which bears N 21°28'36" E, to the point of beginning;

Containing 25,063 square feet or 0.5754 acres, more or less.

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Description of Parcel 5
Blueberry Hill
Dranesville District
Fairfax County, Virginia
January 15, 2010

Beginning at a point on the southerly right of way line of Leesburg Pike, Route 7 (a variable width public street) also being the northwesterly corner of the Lot 22, Blueberry Hill;

Thence, departing the southerly right of way line of Leesburg Pike, Route 7 and with the westerly line of Lot 22, Blueberry Hill, the following eight (8) courses:

1. Along a curve to the right with a central angle of 04°23'02", having a radius of 162.40 feet, an arc distance of 12.43 feet, and a chord length of 12.42 feet, which bears S 65°24'18" W, to a point of reverse curvature;
2. Along a curve to the left with a central angle of 62°06'19", having a radius of 106.63 feet, an arc distance of 115.58 feet, and a chord length of 110.00 feet, which bears S 36°32'40" W to a point of tangency;
3. S 05°29'30" W, a distance of 54.71 feet to a point of curvature;
4. Along a curve to the left with a central angle of 59°24'36", having a radius of 106.63 feet, an arc distance of 110.56 feet, and a chord length of 105.68 feet, which bears S 24°12'48" E to a point of tangency;
5. S 53°55'06" E, a distance of 153.14 feet to a point of curvature;
6. Along a curve to the right with a central angle of 37°29'03", having a radius of 162.40 feet, an arc distance of 106.25 feet, and a chord length of 104.36 feet, which bears S 35°10'34" E to a point of tangency;
7. S 16°26'03" E, a distance of 79.85 feet to a point of curvature;
8. Along a curve to the right with a central angle of 04°09'35", having a radius of 221.46 feet, an arc distance of 16.08 feet, and a chord length of 16.07 feet, which bears S 14°21'15" E to a point, being a northerly corner of Parcel A, Blueberry Hill;

Thence, departing the westerly line of Lot 22, Blueberry Hill, and through the abandoned right of way of Newcombs Farm Road, the following eight (8) courses:

1. S 53°33'40" W, a distance of 27.32 feet;
2. Along a curve to the left with a central angle of 07°24'59", having a radius of 196.85 feet, an arc distance of 25.48 feet, and a chord length of 25.46 feet, which bears N 12°43'34" W, to a point of tangency;
3. N 16°26'03" W, a distance of 79.85 feet to a point of curvature;
4. Along a curve to the left with a central angle of 37°29'03", having a radius of 137.80 feet, an arc distance of 90.15 feet, and a chord length of 88.55 feet, which bears N 35°10'34" W to a point of tangency;
5. N 53°55'06" W, a distance of 153.14 feet to a point of curvature;

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6. Along a curve to the right with a central angle of 59°24'36", having a radius of 131.23 feet, an arc distance of 136.08 feet, and a chord length of 130.06 feet, which bears N 24°12'48" W to a point of tangency;
7. N 05°29'30" E, a distance of 54.71 feet to a point of curvature;
8. Along a curve to the right with a central angle of 61°54'28", having a radius of 131.23 feet, an arc distance of 141.80 feet, and a chord length of 135.00 feet, which bears N 36°26'44" E to a point on the aforementioned southerly line of Leesburg Pike, Route 7;

Thence, with the southerly line of Leesburg Pike, Route 7, S 50°28'12" E, a distance of 27.35 feet to the point of beginning.

Containing 16,361 square feet or 0.3756 acres, more or less.

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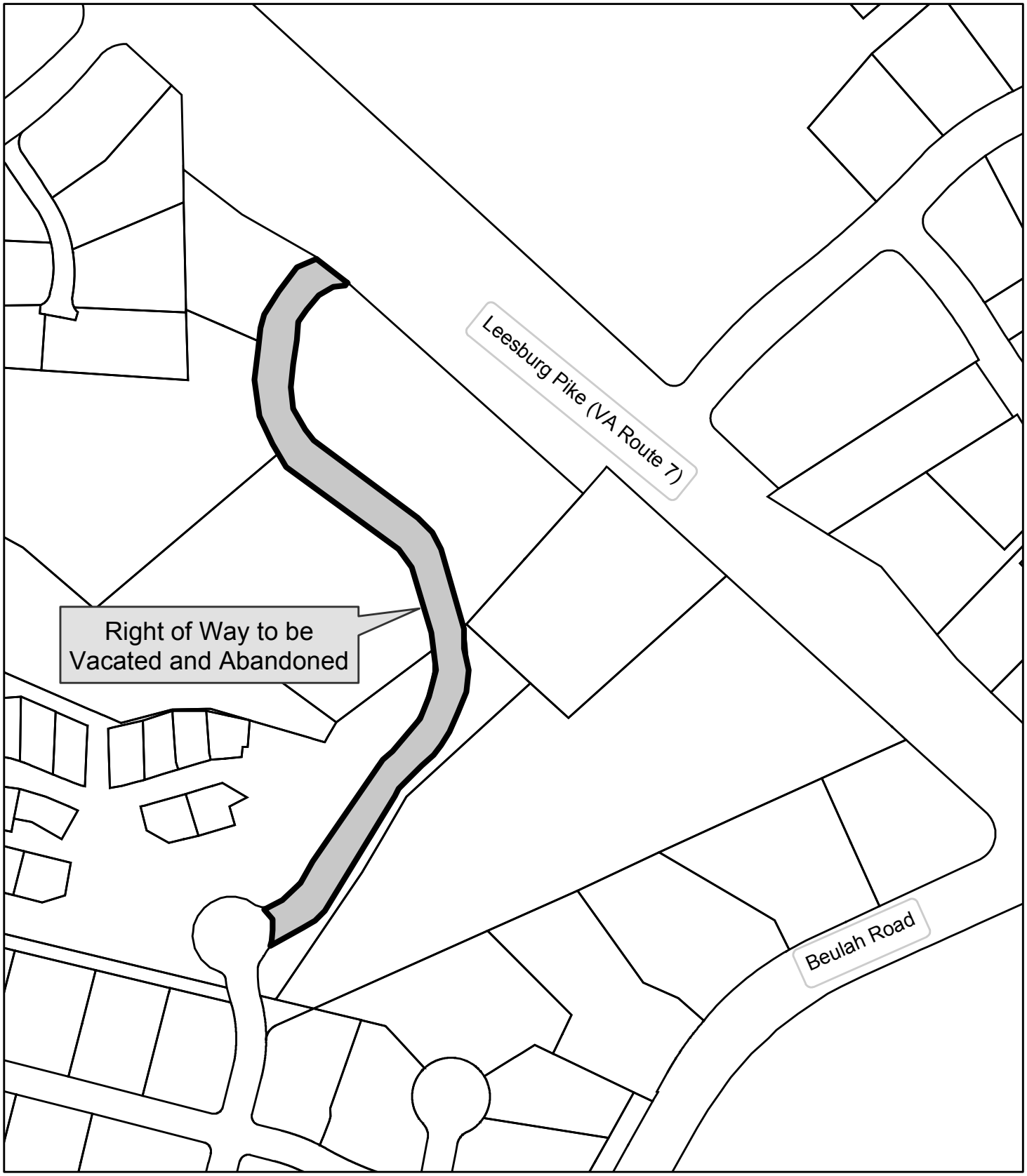
Vicinity Map - Tax Maps 19-1 and 19-3



Board Agenda Item
April 10, 2012

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Parking Restrictions on Old Franconia Road (Lee District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on the north side of Old Franconia Road from Franconia Road to Fleet Drive.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing.

TIMING:
The Board should take action on April 10, 2012, to advertise a public hearing for May 1, 2012, at 4:00 p.m.

BACKGROUND:
The Lee District Supervisor's office requested a review of the long term parking that is occurring on the north side of Old Franconia Road from Franconia Road to Fleet Drive.

Property on the north side of Old Franconia Road is zoned commercial and is currently signed to restrict commercial vehicles over 12,000 pounds, seven days per week. Property on the south side of Old Franconia Road is zoned residential and parking is restricted under Section 82-5-7, Parking Commercial Vehicles in Residential Districts, and under Section 82-5B, Prohibition Against Parking Watercraft, Trailers, Motor Homes, and Other Devices in Certain Areas (Community Parking District).

Staff reviewed the area on several occasions noting specifically the long term parking of large cargo trailers and boat trailers which limits available parking for commercial businesses on the north side of Old Franconia Road.

Lee District staff has contacted the only property owner that leases to all tenants with ingress/egress access onto Old Franconia Road, and they expressed support for the

restriction on behalf of their tenants. In addition, the residential community along the south side of Old Franconia Road supports the restriction.

Fairfax County Code Section 82-5-37.1 authorizes the Board of Supervisors to designate restricted parking in non-residential areas that diminishes the capacity of on-street parking for other uses. By prohibiting the parking of commercial and recreational vehicles and all trailers from 9:00 p.m. to 6:00 a.m., seven days per week, additional short term parking will be available for local residents and businesses in the immediate area.

FISCAL IMPACT:
The cost of sign installation is estimated at $1,100 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to Fairfax County Code, Appendix R (General Parking Restrictions)
Attachment II: Map Depicting Proposed Parking Restriction

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Selby Thannikary, Chief, Traffic Operations Section, FCDOT
Maria Turner, FCDOT

Attachment I

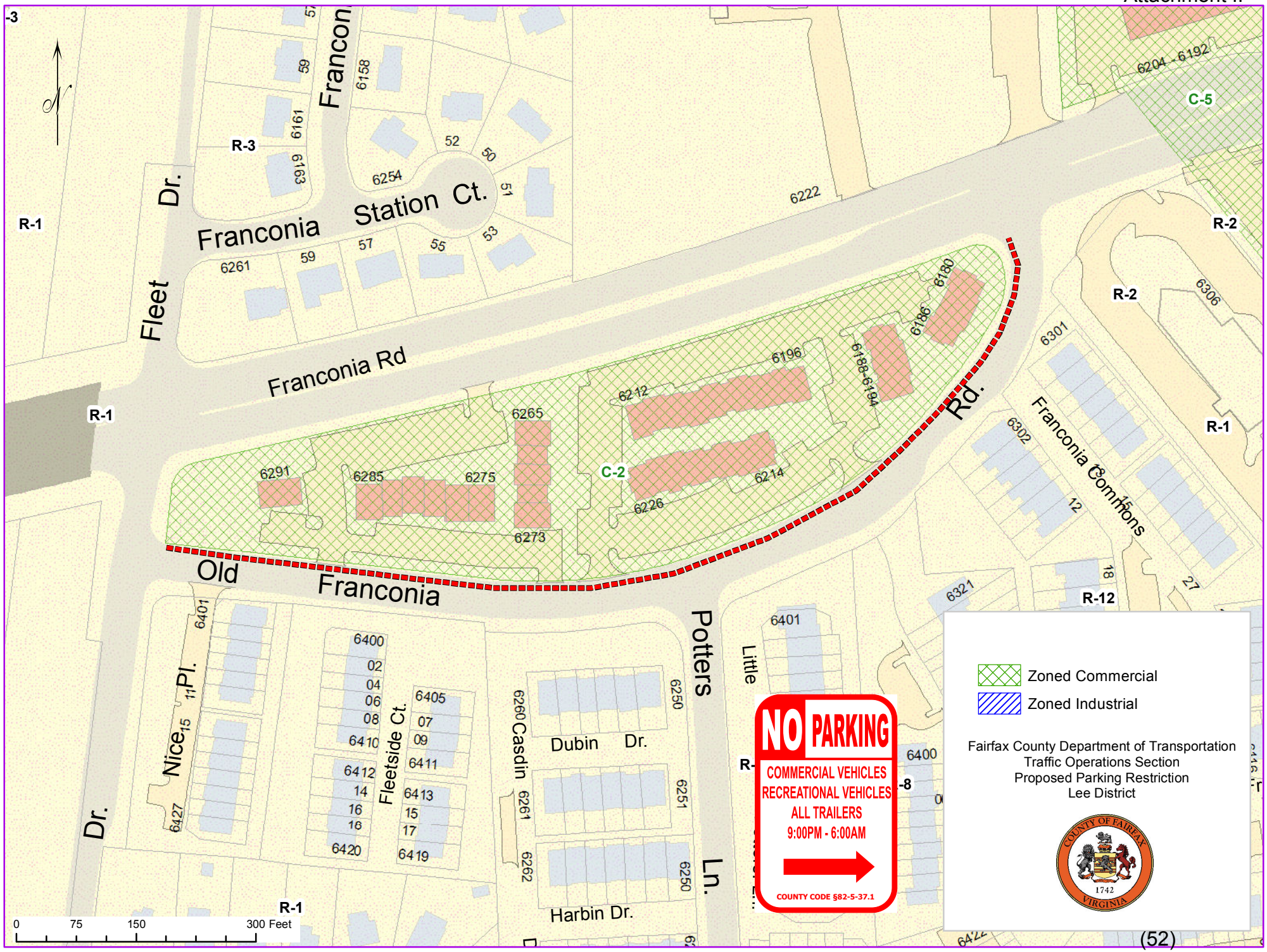
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax*, *Virginia,* by adding the following to Appendix R, in accordance with Section 82-5-37.1:

Old Franconia Road (Route 5528) from Franconia Road to Fleet Drive.
Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on the north side of Old Franconia Road (Route 5528) from Franconia Road to Fleet Drive from 9:00 p.m. to 6:00 a.m., seven days per week.

Attachment II



October 18, 2011

Tax Map 81-3

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for Refuse/Recycling and/or Leaf Collection Service (Dranesville District)

ISSUE:
Board of Supervisors' authorization to advertise a Public Hearing for the De-Creation/Re-Creation of Small and Local Sanitary Districts for refuse/recycling and/or leaf collection service in accordance with the Board of Supervisor's adopted criteria for the Creation/Enlargement/Withdrawal of Small or Local Sanitary Districts.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing.

Sanitary District	Action	Service	Recommendation
Local District 1A1 Within Dranesville District (Ironwood Drive)	De-create/ Re-create	Refuse, Recycling, & Vacuum Leaf	Approve

TIMING:
The Board should take action on April 10, 2012,to advertise a public hearing for May 1, 2012, at 4:00 p.m.

BACKGROUND:
The administrative responsibility for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts in the County of Fairfax for refuse/recycling and/or leaf collection is with the Department of Public Works and Environmental Services. The establishment of sanitary districts is accomplished through the action of the Board of Supervisors at public hearings. Prior to any action by the Board of Supervisors on a proposed small or local sanitary district, certain relevant standards and criteria must be met in accordance with the Board of Supervisors' adopted criteria for the Creation/Enlargement/De-Creation/Re-Creation of Small and Local Sanitary Districts.

The submitted petition has been reviewed, and it has been determined that the

petition meets the Board of Supervisors' Adopted Criteria. Staff recommends that the authorization to advertise a public hearing for the De-Creation/Re-Creation of small and/or local sanitary districts for refuse/recycling and/or leaf collection be approved. If approved, the modification will become permanent in July 2012.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Summary Sheet
Attachment 2: Data Sheet with Proposed Resolution and Map

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

Attachment 1

SUMMARY SHEET

Proposed alterations to the following small and local sanitary districts for refuse/recycling and/or leaf collection service:

1. De-create/Re-create Local District 1A1 within Dranesville District for the purpose of providing County Refuse, Recycling and adding Vacuum Leaf Collection Service to the Ironwood Drive area.

Attachment 2

DATA SHEET
De-Create/Re-Create
Local District 1A1
Within Dranesville District

Purpose: To provide County Refuse/Recycling and Vacuum Leaf Collection Service to the Ironwood Drive area.

- Petition requesting service received on February 10, 2012
- Petition Area: 16 Properties.
- 11 Property Owners in favor.
- The Department of Public Works and Environmental Services can provide the requested service using existing equipment.
- The Department of Public Works and Environmental Services recommends that the proposed action be approved effective July 1, 2012.

NOTICE OF INTENTION TO PROPOSE FOR ADOPTION
A RESOLUTION AND A PUBLIC HEARING THEREON

TO DE-CREATE/RE-CREATE
LOCAL DISTRICT 1A1
WITHIN DRANESVILLE DISTRICT

TAKE NOTICE that at a regular meeting of the Board of Supervisors of the County of Fairfax, Virginia, held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on Tuesday the 10th day of April, 2012, it was proposed by said Board to adopt a resolution to De-create/Re-create a local district known as Local District 1A1 within Dranesville District to include Ironwood Drive for the purpose of providing for refuse/recycling and vacuum leaf collection to be effective July 1, 2012, and the Clerk of said Board was directed to cause notice thereof by publication once a week for two consecutive weeks in a newspaper published in or having general circulation in said County, together with a notice that at a regular meeting of said Board to be held in the Board Auditorium of the Government Center, 12000 Government Center Parkway, Fairfax, Virginia, on

TUESDAY
May 1, 2012
COMMENCING AT 4:00 P.M.

The said Board of Supervisors of Fairfax County, Virginia, will hold a public hearing at which time and place any interested parties may appear and be heard. The full text of the resolution to be adopted is in the following words and figures, to-wit:

WHEREAS, Virginia Code Section *15.2-858*, as amended, provides for, among other things, the De-Creation/Re-Creation by the Board of Supervisors of Fairfax County, Virginia, of a small/local sanitary district by resolution; and

WHEREAS, the Board of Supervisors has been presented with facts and information upon consideration of which said Board, finding the property embraced in the proposed local sanitary district will be benefited by de-creating/re-creating the local sanitary district for the purpose of providing for refuse/recycling and vacuum leaf collection for the citizens who reside therein.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Fairfax County, Virginia, authorizes the advertisement for the proposed enlargement of a local sanitary district, pursuant to Virginia Code Section *15.2-858*, as amended, to be known as Local District 1A1 within Dranesville District, Fairfax County, Virginia, which said de-creation/re-creation of the local sanitary district shall be described as follows:

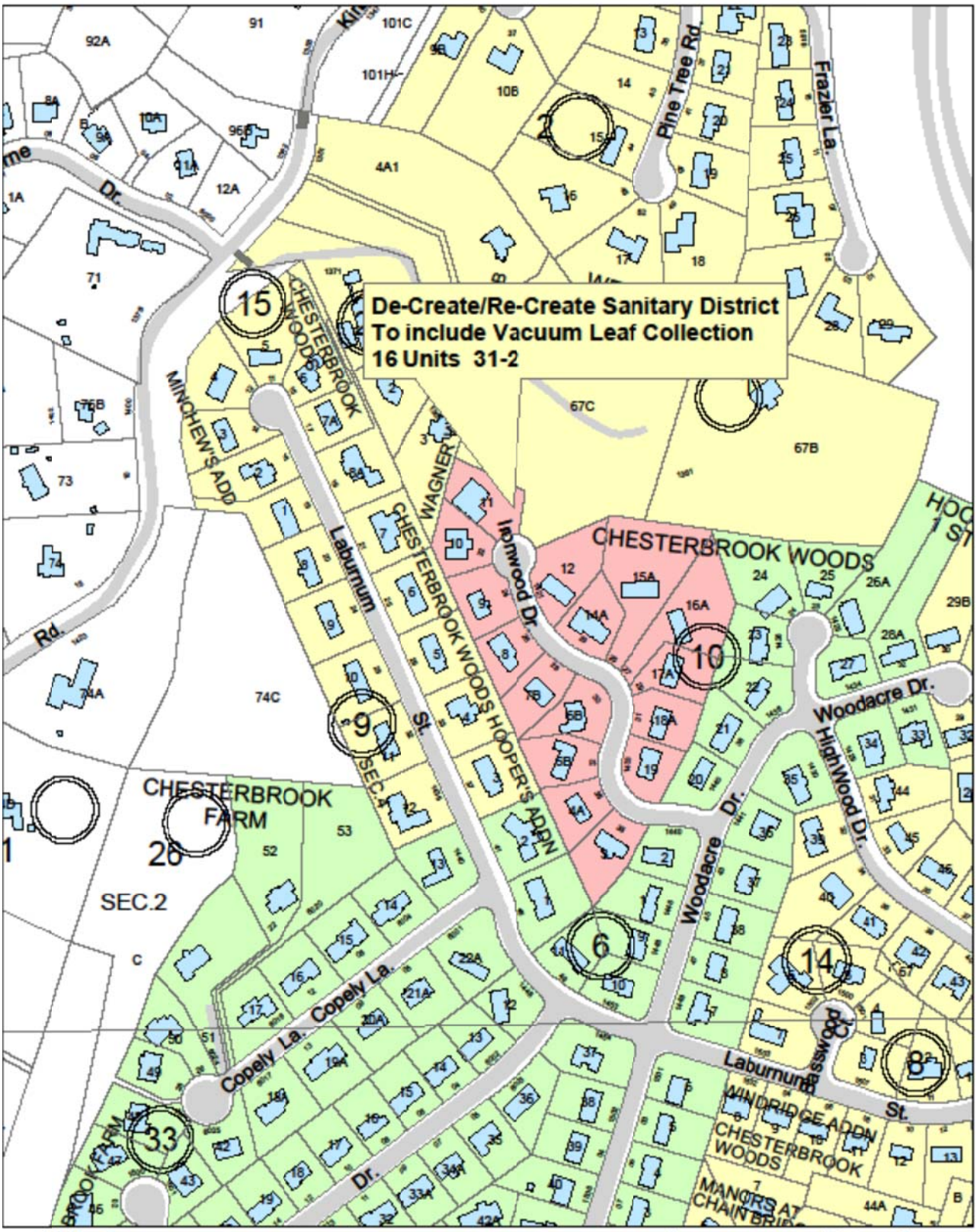
The de-creation/re-creation of Local District 1A1 within Dranesville District to include Ironwood Drive located in the County of Fairfax, McLean, Virginia, and as shown on the attached map.

AND BE IT FURTHER RESOLVED that the Board of Supervisors of Fairfax County, Virginia, declares its intention to implement the purpose for which said Local District 1A1 within Dranesville District is hereby de-created/re-created to wit:

To provide refuse/recycling and vacuum leaf collection service for the citizens who reside therein.

Given under my hand this____day of May, 2012

_____
Catherine A. Chianese
Clerk to the Board



31-2 Ironwood Dr Area

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Board Agenda Item
April 10, 2012

ADMINISTRATIVE – 8

Streets into the Secondary System (Dranesville, Hunter Mill, Lee, and Mason Districts)

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**
Trustees of the Chesterbrook Methodist Church	Dranesville	Kirby Road (Route 695) (Additional Right-of-Way (ROW) Only)
TST Woodland LLC Parcel B (Woodland Crossing Parcel 42)	Hunter Mill	Sunrise Valley Drive (Route 5320) (Additional ROW Only)
		Sunrise Valley Drive (Route 5320) (Additional ROW Only)
		Sunrise Valley Drive (Route 5320) (Additional ROW Only)
Burgundy Woods	Lee	Burgundy Road (Route 1674) (Additional ROW Only)
Glenwood Estates	Lee	Neely Ann Court
Hooes Road Park	Lee	Hooes Road (Route 636) (Additional ROW Only)
Schebish Property	Lee	Schebish Lane
		Cobbs Road (Route 919) (Additional ROW Only)

Board Agenda Item
April 10, 2012

Subdivision	**District**	**Street**
Wal-Mart Stores, Inc.	Lee	Richmond Highway (Route 1) (Additional ROW Only)
Ravensworth Villa	Mason	Ravensworth Road (Route 2864) (Additional ROW 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, Deputy Director, DPWES, Land Development Services

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.

ENGINEERING MANAGER: Terry Yates, P.E.

BY: Nadia Aghanegl

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: 24500-SP-001

SUBDIVISION PLAT NAME: Trustees of The Chesterbrook Methodist Church

COUNTY MAGISTERIAL DISTRICT: Dranesville

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/12/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Kirby Road (Route 695) (Additional Right-of-Way Only)	220' NE CL Old Dominion Drive (Route 309)	67' NE To Section Line	0.0
		TOTALS:	0.0

NOTES:

110' of 6' wide asphalt trail on east side to be maintained by Fairfax County.

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: 5518-SP-35

SUBDIVISION PLAT NAME: TST Woodland LLC Parcel B (Woodland Crossing Parcel 42)

COUNTY MAGISTERIAL DISTRICT: Hunter Mill

ENGINEERING MANAGER: Terry Yates, P.E.

BY: Nadia Aghamoussa

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/09/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Sunrise Valley Drive (Route 5320) (Additional Right-of-Way Only)	707' NW CL Monroe Street (Route 666)	80' NE to Section Line	0.0
Sunrise Valley Drive (Route 5320) (Additional Right-of-Way Only) ⊞	726' NW CL Monroe Street (Route 666)	334' W to Section Line	0.0
Sunrise Valley Drive (Route 5320) (Additional Right-of-Way Only) ⊞	1,136' NW CL Monroe Street (Route 666)	57' NE to Section Line	0.0
		TOTALS:	0.0

NOTES:

Sidewalk on North Side will be Privately Maintained.

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.

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nadia Alphonse

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: 9217-SD-01

SUBDIVISION PLAT NAME: Burgundy Woods

COUNTY MAGISTERIAL DISTRICT: Lee

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/27/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Burgundy Road (Route 1674) (Additional Right-of-Way Only)	108' NE CL Termont Drive (Route 1626)	960' NE to Section Line	0.0
		TOTALS:	0.0

NOTES:
925' of 4' Concrete Sidewalk on South Side to be maintained by Fairfax County.

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: 8020-SD-001

SUBDIVISION PLAT NAME: Glenwood Estates

COUNTY MAGISTERIAL DISTRICT: Lee

ENGINEERING MANAGER: D.A. Purvis

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/20/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Neely Ann Court	CL Glenwood Drive (Route 996) - 296' S CL Care Drive (Route 3772)	401' NE to End of Cul-de-Sac	0.08
		TOTALS:	0.08

NOTES:

Neely Ann Court: 750' of 5' Concrete Sidewalk on Both Sides to be maintained by VDOT.

(90)

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.

ENGINEERING MANAGER: Terry Yates, P.E.

BY: Nidia Alphonse

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: 8082-SP-01

SUBDIVISION PLAT NAME: Hooes Road Park

COUNTY MAGISTERIAL DISTRICT: Lee

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/26/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Hooes Road (Route 636) (Additional Right-of-Way Only)	25' E CL Manchester Woods Drive (Route 10210)	577' E to Section Line	0.0
		TOTALS:	0.0

NOTES:

517' of 8' Asphalt Trail on South Side to be maintained by Fairfax County.

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.

ENGINEERING MANAGER: Terry L. Yates, P.E.

BY: Nestie Alphonsa

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: 1814-SD-01

SUBDIVISION PLAT NAME: Schebish Property

COUNTY MAGISTERIAL DISTRICT: Lee

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/27/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Schebish Lane	CL Cobbs Road (Route 919) - 250' NE CL Tilbury Road (Route 1080)	302' SE to Beginning of Temporary Turnaround	0.06
Cobbs Road (Route 919) (Additional Right-of-Way Only)	205' NE CL Tilbury Road (Route 1080)	183' NE to Section Line	0.0
		TOTALS:	0.06

NOTES:

Schebish Lane: 280' of 5' Concrete Sidewalk on East Side to be maintained by VDOT.

Cobbs Road: 125' of 5' Concrete Sidewalk on South Side to be maintained by VDOT.

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: 7163-SP-02

SUBDIVISION PLAT NAME: Wal-Mart Stores, Inc.

COUNTY MAGISTERIAL DISTRICT: Lee

ENGINEERING MANAGER: Terry Yates, P.E.

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/19/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Richmond Highway (Route 1) (Additional Right-of-Way Only)	660' NE CL Landson Lane (Route 921)	745' NE to Section Line	0.0
		TOTALS:	0.0

NOTES:

645' of 8' Asphalt Trail on West Side to be maintained by Fairfax County.

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.

ENGINEERING MANAGER: Terry Yates, P.E.

BY: Nadia Alphonse

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: 1757-SP-001

SUBDIVISION PLAT NAME: Ravensworth Villa

COUNTY MAGISTERIAL DISTRICT: Mason

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 01/19/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Ravensworth Road (Route 2864) (Additional Right-of-Way Only)	212' SW CL Fountain Head Drive (Route 6036)	90' SW to Section Line	0.0
		TOTALS:	0.0

NOTES:

60' of 4' Concrete Sidewalk on West Side to be maintained by VDOT.

Board Agenda Item
April 10, 2012

ADMINISTRATIVE – 9

Supplemental Appropriation Resolution AS 12067 for the Health Department to Accept a Department of Homeland Security Urban Area Security Initiative Sub-Grant Award through the State Administrative Agency for the National Capital Region

ISSUE:
Board of Supervisors' approval of Supplemental Appropriation Resolution AS 12067 in the amount of $108,150 for the Health Department to accept a Department of Homeland Security (DHS) FY 2011 Urban Area Security Initiative (UASI) Sub-Grant Award through the District of Columbia which is serving as the State Administrative Agency (SAA). This award will continue to support public health emergency planning initiatives in FY 2012 and 2013. The grant period is retroactive from September 1, 2011 to October 31, 2013. There are no positions associated with this award and no Local Cash Match is required to accept this funding.

RECOMMENDATION:
The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 12067 in the amount of $108,150 for the Health Department to accept a DHS FY 2011 UASI Sub-Grant Award from the SAA. These funds will be used to support public health emergency preparedness planning activities.

TIMING:
Board approval is requested on April 10, 2012.

BACKGROUND:
The DHS UASI grant program provides funding to high-threat, high density urban areas to strengthen and expand local emergency preparedness and response efforts. The National Capital Region (NCR) is one such area and Fairfax County comprises a significant percentage of the NCR population and geographical area.

This grant is a continuation of FY 2008 and FY 2009 UASI grants in support of emergency planning activities, each in the amount of $114,500, approved by the Board of Supervisors on September 14, 2009 and September 14, 2010, respectively. This item requests approval to accept $108,150 in FY 2011 UASI funds to strengthen and expand the agency's emergency preparedness, response and recovery capabilities.

Grant funds will pay for exempt service support to continue a variety of initiatives currently underway including operationalization of various threat-specific mass dispensing and resource management plans. Additionally, grant funds will support the revision of the medical component of the County's recently revised shelter plan, and continue the development, testing, and subsequent revision of the agency's Emergency Operations Plan (EOP) Direction and Control Annex and supporting documents.

FISCAL IMPACT:
Grant funding in the amount of $108,150 is available from DHS for the UASI program. These funds will be used to support current public health emergency preparedness planning activities. This action does not increase the expenditure level of the Federal-State Grant Fund, as funds are held in reserve for anticipated grant awards in FY 2012. There are no positions associated with this grant and no Local Cash Match is required. This grant does not allow for the recovery of indirect costs.

CREATION OF POSITIONS:
No new positions will be created by this grant.

ENCLOSED DOCUMENTS:
Attachment 1 – FY11 Urban Area Security Initiative Sub-grant Award Letter
Attachment 2 – Supplemental Appropriation Resolution AS 12067

STAFF:
Patricia Harrison, Deputy County Executive
Gloria Addo-Ayensu, MD, MPH, Director of Health, Health Department
Rosalyn Foroobar, Deputy Director for Health Services
Marc Barbiere, MPH, Emergency Management Coordinator
Scott Patchan, DAHS, Fiscal Administrator for the Health Department

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2011 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee: Fairfax County Health Department
- Project Title: Public Health Planning and MRC Program Sustainment - Fairfax County (Continuation)
- Amount: $108,150
- Project ID: 11UASI530-01

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

- FY 2011 Homeland Security Grant Program, Urban Areas Security Initiative, Guidance and Application Kit
- District of Columbia Homeland Security and Emergency Management Agency FY 2011 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name GLORIA ADDO-AMENSU Print title DIRECTOR OF HEALTH

Signature [signature] Date 10/19/11

SUPPLEMENTAL APPROPRIATION RESOLUTION AS 12067

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center at 12000 Government Center Parkway, Fairfax Virginia on April 10, 2012, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2012, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund (formerly Fund 102, Federal/State Grant Fund)	
Agency:	G7171, Health Department	$108,150
Grant:	1HS0037-2011, Public Health Planning and MRC Program Sustainment (formerly 02917G, Urban Areas Security Initiative Grant)	

Reduce Appropriation to:

Agency:	G8787, Unclassified Admin	$108,150
Fund:	500-C50000, Federal-State Grant Fund (formerly Fund 102, Federal/State Grant Fund)	

Source of Funds: U.S. Department of Homeland Security, $108,150

A Copy - Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
April 10, 2012

ADMINISTRATIVE - 10

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Intellectual Property Theft Enforcement Program Grant supplied by the United States Department of Justice, Administered by the Bureau of Justice Assistance Program

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Police Department to apply for and accept funding, if received, from the Intellectual Property Theft Enforcement Program Grant administered by the Bureau of Justice Assistance (BJA) in the amount of $200,000. These funds would be used for computer equipment purchases, police overtime earnings related to this project, and training. If funded, the grant period for this award is October 1, 2012 through September 29, 2013. There are no positions associated with this grant and no Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Fairfax County Police Department to apply for and accept funding, if received, from the BJA Intellectual Property Theft Enforcement Program Grant in the amount of $200,000. Funding will be used for computer equipment purchases, police overtime earnings related to this project, and training.

TIMING:
Board of Supervisors authorization is requested on April 10, 2012. Due to a March 2, 2012 application submission deadline, the application was submitted pending Board approval. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
The Intellectual Property Theft Enforcement Program, administered by BJA, is designed to provide national support and improve the capacity of state, local, and tribal criminal justice systems to address intellectual property criminal enforcement, including prosecution, prevention, training, and technical assistance. These crimes include DVD

piracy, production and sale of counterfeit products, and the illegal profiting made by those who commit these acts.

The grant will support the Criminal Intelligence Unit of the Fairfax County Police Department by providing funding for computer equipment, overtime pay for detectives and crime analysts working on this initiative and training for detectives who investigate the crimes of intellectual property theft. This funding will enhance the ability of the detective and analysts to increase the number of investigations that are initiated as many cases go unchecked due to limited personnel resources, investigative time and financial support. The grant would support overtime pay so more investigations can be generated and prosecuted; provide for community outreach training to the public and schools; and provide advanced training for the assigned detectives. This funding will assure that the investigative approaches to intellectual theft crimes are maximized.

FISCAL IMPACT:
If awarded, the Police Department would receive $200,000 for the Intellectual Property Theft Grant Program to support the Criminal Intelligence Unit's intellectual property criminal enforcement efforts. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow for recovery of indirect costs.

CREATION OF NEW POSITIONS:
No positions will be created by this grant award.

ENCLOSED DOCUMENTS:
Attachment 1: Grant Application excerpt

STAFF:
Robert A. Stalzer, Deputy County Executive
Colonel David M. Rohrer, Chief of Police
Lieutenant Colonel James A. Morris, Deputy Chief-Investigations
Captain John Piper, Commander, Criminal Intelligence Division
Karen Gibbons, Assistant County Attorney

Bureau of Justice Assistance-Intellectual Property Crimes Grant FY 2012
BJA-2012-3119

ABSTRACT PROPOSAL (Fairfax County Police, Virginia)

Funding in the amount of $ 200,000 is being applied for by the Fairfax County Police Department for increased personnel overtime for investigations; establish community and school education, and providing the necessary technological improvements to enhance the enforcement abilities for the increasing amounts of Intellectual Property crimes. The funding will supplement the efforts of the standing division already established within the police department that is tasked with enforcement of non-traditional crimes. This will allow an expansion and enhancement of the current minimal ability to suppress counterfeit merchandise by creating a greater awareness of the problems and related activities associated with these crimes through a multi-disciplinary approach.

The goals of this program are that of community enlightenment and education in the overall criminal activity associated with counterfeiting. Through the use of presentations, printed materials, and media, the community will be better able to understand the current laws, ultimate financial loss, and potential for health-related hazards. By providing covert as well as overt (telephone tip line) means of communication, the community outreach will be greatly enhanced providing a more substantial conduit of information previously either unreported or unavailable.

Another goal will be on providing better skills and training to those personnel who are tasked with the enforcement of Intellectual Property crime investigations. Through training to create better recognition and investigative skills, personnel are more likely to readily seek to identify and investigate cases to successful prosecution.

The final goal is to provide overtime funding that would allow all personnel involved in the enforcement and education process to effectively and aggressively mount a coordinated effort

against the identified problem area. With drastically reduced budgets, departments are sometimes unable or unwilling to commit the necessary manpower and resources for specialized combat efforts. The Fairfax County Police Department has already committed, within the Criminal Intelligence Division, to target and attack Intellectual Property crimes. However, very few cases are being investigated because of time and budget restraints. Our proposal is based around allowing detectives and analysts to work on an increased number of Intellectual property crimes by allowing detectives to work overtime their scheduled hours and grant funded overtime and backfill to get the job done.

The technology requested as a result of this funding request rounds out the focuses by providing the necessary means to receive, store, and create the analysis of information provided by the community and to enhance the process of investigations. We will provide deliverable such as increased number of arrests; numerous outreach and educational programs to the public, law enforcement and the schools and increased seized property from unlawful cases.

Bureau of Justice Assistance-Intellectual Property Crimes Grant FY 2012
BJA-2012-3119

BUDGET NARRATIVE:

The Fairfax County Police Department is respectfully requesting $200,000 in federal funding under the Bureau of Justice Assistance Intellectual Property Crimes grant for overtime, equipment, software, community outreach and training to improve enforcement of Intellectual Property Crime Virginia statutes.

A. Personnel Expenses (Overtime and Backfill) ***($101,920)***

The Criminal Intelligence Division will use all of their personnel currently assigned in analytical, investigative, and undercover positions to increase the number of cases investigated against Intellectual Property Crimes. Indirect costs associated with these investigations will be absorbed by the Fairfax County Police Department. This overtime would be used for analytical and investigative purposes solely committed to promote the enforcement of and education pertaining to Intellectual Property Crimes. (County rate of $72.00 an hour). It is believed this grant period of one (1) year will provide an adequate basis to meet the growing demand for enforcement/education regarding these offenses allowing increased awareness and the development of expertise in combatting these particular crimes. It will allow detectives and analysts to dedicate many overtime hours to these crimes which currently are not possible with limited fiscal budgets and therefore, increase the number of investigations and arrests.

All personnel shall be responsible for establishing relationships within the community and other law enforcement agencies to gather information concerning the manufacture, sale, or distribution of counterfeit merchandise or trademark infringement. All information gathered from all sources will be channeled to the analysts where they will be responsible for gathering, collating, verifying, corroborating and providing pertinent intelligence to all law enforcement agencies in the region. The analysts shall also be responsible for de-conflicting cases with other involved agencies. The detectives shall be responsible for the initiation of cases, investigation, gathering of evidence, execution of search warrants, and assisting in the prosecution of offenders. This shall include initiating cooperation from offenders with the goal of reaching the higher levels of the criminal enterprise. An Assistant Commonwealth Attorney(s) will be requested specifically for the purpose of prosecuting Intellectual Property Crime cases.

B. Equipment ***($48,580)***

Supplies for Undercover Operations

Fairfax County Police Department would like to purchase computers, printers, and software for use by detectives, undercover officers and analysts in establishing contacts via the internet and other social media sites. Also, these same investigators can store information, process reports, and interact with potential targets in the current active social media sites. The computers will also be utilized by our Criminal Intelligence Unit

analysts for the purpose of information gathering in Intellectual Property Crime cases as a significant amount of electronic data is produced in each of these complicated investigations. And finally, the Fairfax County Police Department with coordination with the Public Information Office, would like to establish a public telephone "tip" line for counterfeit merchandise information or tips. Below is a further breakdown of our request:

LatitudeE6520 Core i7-740QM Processor & Peripheral $24,580

Grant funding of $24,580 will be used to purchase the Latitude E6520 laptop for ten (10) detectives and analysts. The Latitude E6520 is designed to increase productivity and features advancements in durability, security and mobile collaboration. Included with each laptop purchase are docking stations, backup batteries, cases, and a wirelesses mouse for each unit.

Printers $10,000

Grant funding of $10,000 will be used to purchase four (4) new printers to use in the Criminal Intelligence Division to produce high volume, high quality documents for education, training, reports, and court documents in conjunction with their Intellectual Crimes initiative.

Laptop Software $14,000

Grant funding of $14,000 will be used to purchase the Windows software to support the Latitude E6510 laptop for ten (10) detectives and analysts.

C. Supplies (Community Outreach) ***$40,000***

Grant funding will be utilized for establishing printed/media-based materials for use in community/business outreach and education. Establishing ties to professional business organizations for the purpose of conducting seminars or briefs to the business community is essential to our plan. The Fairfax County Police Department would also initiate a base level education program at the local high schools. Finally, budgeted funds will provide materials for distribution and hosting of various community and business outreach sessions.

- Informational Booklets for Public on Intellectual Theft Crimes $10,000
- Informational Booklets for Law Enforcement Use Only $10,000
- Misc. handouts, pamphlets, forms, tip sheets, photographs, visuals $20,000

D. Training ***($8,080)***

Professional Training $8,080

Grant funding will be utilized for basic and advanced training in the detection of counterfeit merchandise, analyzing Intellectual Property Crimes, and other related topics

for both detectives and analysts. Training is provided throughout the year and throughout the country but we are not committed to any specific date at this time until funding is approved.

- Two Advanced training on Counterfeiting and Intellectual Property Crimes $4,040
- Two Advanced training for analytical components of Intel. Property Crimes $4,040

E. Other Costs **$1,420**

Dedicated Phone Line

The Intelligence Unit will set up two public, secure phone line dedicated to obtaining tips from the public specifically for Intellectual Property Crimes

BUDGET SUMMARY

Overtime and backfill:	**$101,920**
Equipment:	**$48,580**
Supplies (Community Outreach)	**$40,000**
Other Costs	**$1,420**
Training:	**$8,080**
TOTAL	**$200,000**

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ADMINISTRATIVE - 11

Authorization for the County Executive to Execute an Amendment to the Agreement for the Sale, Delivery, and Use of Reclaimed Water Between Fairfax County and Covanta Fairfax, Inc.

ISSUE:
Board authorization is requested for the County Executive to execute an amendment to the Agreement for the Sale, Delivery, and Use of Reclaimed Water ("Reclaimed Water Agreement") between the County and Covanta to address the addition of, and operation and maintenance responsibility for, certain equipment that was not envisioned at the time the Reclaimed Water Agreement was negotiated and executed on December 14, 2009.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors authorize the County Executive to execute an amendment to the Reclaimed Water Agreement between the County and Covanta substantially in the form of the draft agreement amendment attached hereto.

TIMING:
Board action is requested on April 10, 2012, in order to allow for the activation of the Water Reuse System upon the completion of the system's demonstration test.

BACKGROUND:
On December 7, 2009, the Board of Supervisors authorized the County Executive to execute the Reclaimed Water Agreement. Among other things, the agreement defined the operation and maintenance responsibilities of the County and Covanta for the equipment needed to provide the reclaimed water, which will be used by Covanta in the cooling towers and associated processes of the Energy Recovery Facility in Lorton. The agreement was required by the Virginia Department of Environmental Quality (DEQ) in order for the Water Reuse Project to be eligible for a $6.5M Stimulus Funding Grant. In order to meet the deadline set by DEQ for the start of construction, the County utilized the design-build procurement method to complete the design and construction of the Water Reuse Project. As such, the list of equipment ultimately needed to deliver the reclaimed water was not precisely known during the negotiation of the Reclaimed Water Agreement, which was concluded prior to the initiation of the design and construction of the project.

During the design and construction of the Water Reuse Project, certain equipment was added that was not included in the Reclaimed Water Agreement, including:

1. a standby diesel generator
2. automatic transfer switch
3. manual bus transfer switch
4. drainage structure and underground pipe
5. rain garden associated with Reclaimed Water Storage Tank

The County has agreed to assume responsibility for the operation and maintenance of this additional equipment, which requires an amendment of the Reclaimed Water Agreement.

FISCAL IMPACT:
Funding in the amount of $3,500 is necessary to fund the cost of operating and maintaining the above items for the Water Reuse System, and can be absorbed by the Wastewater Management Program.

ENCLOSED DOCUMENTS:
Attachment 1 - Form of Draft Amendment to the Agreement for the Sale, Delivery, and Use of Reclaimed Water between Covanta and the County

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

3/27/2012 Draft AMENDMENT TO AGREEMENT FOR THE SALE, DELIVERY, AND USE OF RECLAIMED WATER

THIS AMENDMENT is entered into as of this_____ day of _____, 2012, between COVANTA FAIRFAX, INC. ("Covanta") and FAIRFAX COUNTY, a Virginia body politic and corporate (the "County"), to amend the Agreement for the Sale, Delivery, and Use of Reclaimed Water dated December 14, 2009 ("Reclaimed Water Agreement").

WITNESSETH:

WHEREAS, the Parties entered into the Reclaimed Water Agreement to enable the use by Covanta of Reclaimed Water produced by the Noman M. Cole Jr. Pollution Control Plant (NMCPCP) for the cooling towers and associated processes in connection with Covanta's operation of the Energy/Resource Recovery Facility (E/RRF); and

WHEREAS, the County agreed, subject to and in accordance with the terms and conditions specified in the Reclaimed Water Agreement, to design, engineer, permit, finance and procure the necessary facilities at the NMCPCP, the Reclaimed Water delivery pipeline running between the NMCPCP and the E/RRF, and required Reclaimed Water storage facilities for the specific purpose of providing Reclaimed Water suitable for cooling towers and associated processes to Covanta; and

WHEREAS, at the time the design/build process commenced, the list of equipment ultimately needed to deliver the Reclaimed Water was not precisely known, and certain equipment was added during construction that affects the obligations of the Parties under the Reclaimed Water Agreement; and

WHEREAS, the Parties agreed as to the installation and location of this equipment; and

WHEREAS the Parties desire to amend the Reclaimed Water Agreement in certain respects, as set forth herein.

NOW, THEREFORE, the County and Covanta hereby agree as follows:

1. All defined terms used herein shall have the meaning given to such terms in the Reclaimed Water Agreement.

2. The definition of "County System" in Section 1.D of the Reclaimed Water Agreement is amended to read in full as follows:

> D. "County System" is defined as all piping, tanks, pumps, and appurtenances required for delivery of Reclaimed Water, upstream of, and including, the Reclaimed Water meter and associated backflow prevention device. The County System shall also include the diesel generator, Automatic Transfer Switch (ATS) switch, and manual bus transfer switch that were added to the project in connection with the Sanitary Sewer Pump Station located on the Site.

3. Section 3.B is amended to read in full as follows:

B. Except as otherwise provided herein, the County's System shall extend into the Site to the connection point on the Reclaimed Water meter (the "Point of Delivery"). See Exhibit B. The County is responsible for operating and maintaining the County's System, including those components located on the Site up to and including the Point of Delivery and including the associated backflow prevention device. Except as otherwise provided herein, upon completion of construction, Covanta shall operate and maintain all those components of the Reclaimed Water delivery system downstream of the Reclaimed Water meter (the "Covanta System"). The Parties agree that the County's System includes the diesel generator, ATS switch, and manual bus transfer switch and that the County is responsible for operating and maintaining this equipment.

(i) The County shall locate the Point of Delivery for the Covanta System at a location agreeable to both parties.

(ii) The County shall locate any portions of the County's System crossing the Site upon which Covanta operates at a location agreeable to both parties.

(iii) The County shall install and maintain an approved backflow prevention device at the Point of Delivery to protect the County System from backflow/backsiphonage.

4. Section 3.D(iv) is amended to read in full as follows:

D. Covanta shall provide County access as follows:

(iv) Covanta shall allow the County access to the Site for operation, maintenance, repair, and replacement of those portions of the County System, including the Reclaimed Water storage tank and associated drainage structure and underground pipe to swale from tank overflow and the landscape/rain garden immediately around the tank, Reclaimed Water metering facility and associated yard piping and appurtenances, diesel generator, ATS switch, and manual bus transfer switch, on the Site. Such access will be coordinated with Covanta in advance except in the case of an emergency situation. The County will be responsible for any damage to landscaping and property while maintaining its associated equipment.

5. Section 4.D is amended to read in full as follows:

D. The County shall construct and operate a Reclaimed Water storage tank and associated yard piping, drainage structures, appurtenances, and rain garden on the Site which will be owned, operated, and maintained by the County.

6. Section 11.C is amended to read in full as follows:

C. The County, at its sole cost, shall operate and maintain the Reclaimed Water storage tank and the associated yard piping, drainage structures, appurtenances, and rain garden located on the Site.

7. Section 11.E is amended to read in full as follows:

E. Covanta will continue to operate and maintain the gravity sewer lines within the Site boundary at its sole cost.

8. All references in the Reclaimed Water Agreement to "this Agreement" shall be deemed to refer to the Reclaimed Water Agreement as amended hereby. The Parties confirm the Reclaimed Water Agreement, as amended hereby, in all respects.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

ATTEST:	COVANTA FAIRFAX INC.
_____	By: _____
_____	
ATTEST:	FAIRFAX COUNTY
_____	By: _____

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Board Agenda Item
April 10, 2012

ACTION - 1

Dulles Corridor Metrorail Project Station Names (Dranesville, Hunter Mill and Providence Districts)

ISSUE:
Board approval of recommended Metrorail station names for the eight Silver Line stations in Fairfax County.

RECOMMENDATION:
The County Executive recommends that the Board approve the proposed Metrorail station names for the eight stations in Fairfax County that are part of the Dulles Corridor Metrorail Project (DCMP) and authorize the Chairman to forward the recommended station names to the Washington Metropolitan Area Transportation Authority (WMATA) Board of Directors (Attachment I).

TIMING:
Board action is requested on April 10, 2012, to ensure there is time for WMATA to review and adopt the station names. Station names need to be submitted to the Metropolitan Washington Airports Authority (MWAA) in May 2012.

BACKGROUND:
The DCMP is an extension of Metrorail from just east of the West Falls Church Metrorail Station through Tysons Corner, Reston, Herndon, Washington Dulles International Airport, and into Loudoun County. The entire extension is 23 miles and includes 11 stations, eight of which will be in Fairfax County. On March 29, 2011, the Board of Supervisors endorsed recommended names for the Fairfax County Silver Line stations. These names were reviewed by WMATA. WMATA staff informed the County that all but two of the proposed station names (Tysons I&II and Reston Town Center) were repetitive, confusing, or not distinctive enough to assist in wayfinding and travel on Metrorail. Ultimately, the WMATA Board of Directors rejected the station names submitted by Fairfax County.

As a result of the WMATA Board action and Supervisor Hudgins' July 26, 2011, Board Matter, Fairfax County Department of Transportation staff, in partnership with WMATA

staff, worked to engage the public on Silver Line station names that fit WMATA's Station Naming Policy. The policy states station names should be:

- Relevant: Identify station locations by geographical features, centers of activity or be derived from the names of cities, communities, neighborhoods or landmarks within one-half mile (walking distance) of the station;

- Brief: Limited to 19 characters with spaces and punctuation, including both primary and secondary names;

- Unique: Distinctive and not easily confused with other station names; and

- Evocative: Evoke imagery in the mind of the patron.

A revised list of proposed station names was made available to the Chairman and members of the Board of Supervisors in whose district the stations reside or abut. These names became part of WMATA's online "Fairfax County Silver Line Station Names Survey." 16,231 survey responses were received. From those responses, approximately 47 percent, or 7,628 surveys, were from participants indicating they lived in Fairfax County. 3,547 responses were from participants indicating a ZIP code in Reston, Herndon, or the McLean, Vienna, or Falls Church area that is part of Tysons Corner. In addition, Fairfax County Department of Transportation staff engaged the public on proposed station names at four Dulles Rail public meetings and an Ask Fairfax! online discussion in March 2012.

Staff determined through public feedback, discussion, and survey results that brief and non-repetitive names are more popular and would better assist Metrorail passengers find their way on the Metrorail system.

Based on the results of the public outreach and WMATA's Station Naming Policy, staff recommends the following station names:

Planning Name	Previously Recommended Name	Staff Recommended Name
Tysons East	Tysons East – McLean	**McLean**
Tysons Central 123	Tysons I&II	**Tysons Corner**
Tysons Central 7	Tysons Central	**Greensboro Park**
Tysons West	Tysons-Spring Hill Road	**Spring Hill**
Wiehle Avenue	Reston-Wiehle Avenue	**Wiehle–Reston East**
Reston Parkway	Reston Town Center	**Reston Town Center**
Herndon-Monroe	Herndon-Reston West	**Herndon**
Route 28	Herndon-Dulles East	**Innovation**

Each proposed station name connotes an existing community, existing or future center of activity, or major street name. All proposed station names are within the 19 character limit and are not repetitive.

Once a set of station names is recommended by the Board of Supervisors, WMATA staff will send the County's recommendation to the WMATA Board of Directors for action. If the proposal is approved by the WMATA Board, the station names will be provided to Dulles Corridor Metrorail Project staff for inclusion in the project.

FISCAL IMPACT:
The cost of the station names is contained within the total cost of the DCMP and is funded as part of the financing plan. There is no additional cost to Fairfax County.

ENCLOSED DOCUMENTS:
Attachment I: Draft letter recommending station names to the WMATA Board of Directors.
Attachment II: December 19, 2011, letter indicating the WMATA Board did not approve Silver Line station names submitted by Fairfax County
Attachment III: January 13, 2012, letter indicating FCDOT will work with WMATA to engage the public on Silver Line station names.

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Mark Canale, FCDOT
Nick Perfili, FCDOT

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Attachment I

Date

The Honorable Catherine Hudgins
Chairman, WMATA Board of Directors
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20005

Dear Chairman Hudgins:

On April 10, 2012, the Fairfax County Board of Supervisors approved revised names for the eight new Silver Line stations in Fairfax County.

Staff from the Fairfax County Department of Transportation, in partnership with WMATA staff, conducted an online survey, held four public meetings throughout Fairfax County, and hosted an Ask Fairfax! online discussion to obtain community and stakeholder input on Silver Line station names.

The station names approved connote a combination of communities, existing and future centers of activity, and street names in accordance with WMATAs Station Naming Policy. The names are relevant to a station's location, no more than 19 characters, and not repetitive.

Silver Line station names approved by the Fairfax County Board of Supervisors are as follows:

Planning Name	Recommended Name
Tysons East	**McLean**
Tysons Central 123	**Tysons Corner**
Tysons Central 7	**Greensboro Park**
Tysons West	**Spring Hill**
Wiehle Avenue	**Wiehle–Reston East**
Reston Parkway	**Reston Town Center**
Herndon-Monroe	**Herndon**
Route 28	**Innovation**

Fairfax County believes these names best represent the communities and geographic areas served by the stations and requests the WMATA Board of Directors approval of the station names. Should you require additional information, please Mark Canale at (703) 877-5688 or Nick Perfili at (703) 877-5685.

Sincerely,

Sharon S. Bulova
Chairman

cc: Members, Board of Supervisors
Anthony Griffin, County Executive
Robert A. Stalzer, Deputy County Executive
Mark Canale, Fairfax County Department of Transportation (FCDOT)
Nick Perfili, FCDOT
Richard Sarles, WMATA General Manager & CEO
Jack Potter, Metropolitan Washington Airports Authority President &CEO
Patrick Nowakowski, MWAA Dulles Rail Executive Director

December 19, 2011

Mark G. Canale
Dulles Rail Project Manager
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895

Dear Mr. Canale:

I am writing to bring to your attention a schedule concern regarding Silver Line station names. Earlier this year, the Fairfax County Board of Supervisors submitted a list of proposed station names to Metro for Board approval. As part of the approval process, customer research and testing was completed.

Customers and non-riders alike told us that all but two of the proposed station names were confusing and not distinctive enough to assist them in wayfinding and travel on Metro. During its deliberation on station names this summer, the Metro Board did not approve the Silver Line names submitted by Fairfax County.

At this time, it is critical that we begin working together to create a new list of proposed Silver Line station names to research with customers. Silver Line names will need to be submitted to the Metropolitan Washington Airports Authority (MWAA) by May 2012, assuming a December 2013 service start date for the Dulles extension. As a result, the following approvals are required to ensure we meet this deadline:

- April 2012 - Metro Board approves Fairfax County's proposed station names; and
- May 2012 - Metro submits Silver Line names to MWAA.

In order to meet the above schedule, we must immediately begin partnering on developing alternative station names. Metro has already begun work on suggestions for new names based on previous customer and non-rider feedback to ensure that we do not miss these critical deadlines. If you have proposals you would like to be a part of the required research and testing phase, please contact me at brichardson@wmata.com 202-962-2500.

Washington Metropolitan Area Transit Authority

600 Fifth Street, NW
Washington, DC 20001
202/962-1234

www.metroopensdoors.com

A District of Columbia, Maryland and Virginia Transit Partnership

Thank you for your immediate attention to this matter. We look forward to working with you on this very crucial work of the Silver Line project.

Sincerely,

Barbara Richardson

Barbara Richardson
Assistant General Manager
Customer Service, Communications
and Marketing

cc: Catherine Hudgins, Metro Board Chair
Todd Wigglesworth, Fairfax County

County of Fairfax, Virginia

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

January 13, 2012

Barbara Richardson
Assistant General Manager
Customer Service, Communications & Marketing
Washington Area Metropolitan Transit Authority
600 Fifth Street, NW
Washington, DC 20001

Dear Ms. Richardson:

I am writing in response to your letter December 19, 2011 and follow on e-mail from January 5, 2012 regarding the creation of a new list of proposed Silver Line names and the schedule for Metro Board approval. In addition we accept your offer to have the Washington Metropolitan Area Transit Authority (WMATA) coordinate the public outreach for the Silver Line station names. Fairfax County will stay fully involved in this process and stands ready to assist in this effort.

The County has reviewed materials submitted to our Department, and requests copies of the work related to the customer research and testing, as noted in your letter. The information we currently have available summarizes the WMATA's findings, but does not provide specific detail about customer reaction to each of the Silver Line station names, other than noting in general that the station names are confusing and not distinctive enough.

Enclosed with this letter is an outline of Silver Line station names you may wish to consider as part of the station naming process and for customer testing. The list of names includes the existing planning name (Tysons Central 7, for example), station name approved by the Fairfax County Board of Supervisors (Tysons Central), and alternate names (Greensboro Park) that considered local place names, local streets or major landmarks.

The enclosed proposed list of names has not been endorsed by the Fairfax County Board of Supervisors, but rather is a list meant to assist in the station naming and public outreach process.

Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033-2895
Phone: (703) 877-5600 TTY: 711
Fax: (703) 877-5723
www.fairfaxcounty.gov/fcdot

FCDOT
Serving Fairfax County for 30 Years and More

Nick Perfili will be your point of contact on this matter. Should you have additional questions or wish to discuss this matter further, please contact me at 703-877-5688 or Nick Perfili at 703-877-5685 at your convenience.

Sincerely,

Mark Canale
Project Manager
Dulles Corridor Metrorail Project
Fairfax County Department of Transportation

Enclosure

MC/np

cc: Nick Perfili – FCDOT
Todd Wigglesworth – FCDOT
Tom Biesiadny – FCDOT

		CHARACTER COUNT
TYSONS EAST		0000000001111111111
		1234567890123456789
	PLANNING NAME:	TYSONS EAST
	BOARD RECOMMENDATION:	TYSONS-McLEAN
	OTHER NAMES:	SCOTTS RUN-McLEAN
		SCOTTS RUN
		SCOTTS CROSSING
		COLSHIRE
		McLEAN
TYSONS CENTRAL 123		0000000001111111111
		1234567890123456789
	PLANNING NAME:	TYSONS CENTRAL 123
	BOARD RECOMMENDATION:	TYSONS I&II
	OTHER NAMES:	TYSONS I & II
		TYSONS CENTER
		TYSONS BOULEVARD
		TYSONS CORNER
		TYSONS MARKET
		INTERNATIONAL DRIVE
TYSONS CENTRAL 7		0000000001111111111
		1234567890123456789
	PLANNING NAME:	TYSONS CENTRAL 7
	BOARD RECEOMMENDATION:	TYSONS CENTRAL
	OTHER NAMES:	GREENSBORO PARK
		WESTPARK
		GOSNELL
TYSONS WEST		0000000001111111111
		1234567890123456789
	PLANNING NAME:	TYSONS WEST
	BOARD RECOMMENDATION:	TYSONS-SPRING HILL ROAD
	OTHER NAMES:	SPRING HILL
		SPRING HILL ROAD
WIEHLE AVENUE		0000000001111111111
		1234567890123456789
	PLANNING NAME:	WIEHLE AVENUE
	BOARD RECOMMENDATION:	RESTON-WIEHLE AVENUE
	OTHER NAMES:	WIEHLE AVENUE
		RESTON-WIEHLE AVE
		RESTON EAST-WIEHLE

RESTON PARKWAY

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                                 00000000011111111111
                                 12345678901234567890
            PLANNING NAME:       RESTON PARKWAY
      BOARD RECOMMENDATION:      RESTON TOWN CENTER
              OTHER NAMES:       RESTON
                                 RESTON CENTER
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HERNDON-MONROE

```
                                 00000000011111111111
                                 12345678901234567890
            PLANNING NAME:       HERNDON-MONROE
      BOARD RECEOMMENDATION:     HERNDON-RESTON WEST
              OTHER NAMES:       HERNDON-MONROE ST
                                 HERNDON
                                 HERNDON-WORLDGATE
```

ROUTE 28

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                                 00000000011111111111
                                 12345678901234567890
            PLANNING NAME:       ROUTE 28
      BOARD RECOMMENDATION:      HERNDON-DULLES EAST
              OTHER NAMES:       ROCK HILL-CIT
                                 ROCK HILL
                                 INNOVATION AVENUE
                                 INNOVATION
                                 COPPERMINE
```

Board Agenda Item
April 10, 2012

ACTION - 2

Confirmation of Fairfax County's Participation in Phase 2 of the Dulles Corridor Metrorail Project (Dranesville, Hunter Mill, Providence Districts)

ISSUE:
Confirm participation in Phase 2 of the Dulles Corridor Metrorail Project, extending Metrorail from Wiehle Avenue in Reston west to Dulles Airport and Loudoun County.

RECOMMENDATION:
The County Executive recommends that the Board confirm Fairfax County's participation in Phase 2 of the Dulles Corridor Metrorail Project under the terms and conditions addressed in the 2011 Memorandum of Agreement (Attachment I) and the 2007 Funding Agreement. In addition, it is recommended the Board confirm its intent to pursue all alternative financing sources available, including the use of the Commercial and Industrial Real Estate (C&I) Tax Fund, to finance the balance of the County's obligation in excess of the special tax district contributions.

The County Executive also recommends that the Board approve the First Amendment to the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor (Attachment II) to extend the 90-day review period for an additional 30 days and authorize the County Executive to execute this Amendment on behalf of the County.

TIMING:
On February 28, 2012, the Board authorized a Public Hearing to consider the County's Participation in Phase 2, to take place on March 20, 2012, at 5:00 p.m. On March 6, 2012, the Metropolitan Washington Airports Authority (MWAA) released the 100 percent Preliminary Engineering (PE) design plans and Preliminary Engineering cost estimate for the Phase 2 project. Based on the 2007 Funding Agreement, the funding partners have 90 days following the release of the 100 percent PE plans and cost estimate to opt out of the project. If the parties take no action, they remain part of the project. The 90-day review period ends June 4, 2012.

BACKGROUND:
Phase 2 of the Dulles Corridor Metrorail Project (the Project) is an extension of Metrorail from west of Wiehle Avenue in Reston along the Dulles International Airport Access

Highway and Toll Road to Dulles Airport and then west along the Dulles Greenway in Loudoun County to the proposed Route 772 Station, as generally described in the Federal Transit Administration (FTA) Record of Decision, as amended on November 17, 2006 (the ROD). Pursuant to agreements in 2006 and 2007 between MWAA and Virginia, MWAA was empowered to carry out construction of the

Project and to operate the Dulles Toll Road (DTR) and collect toll revenues as necessary to maintain the DTR and fund Project construction.

Pursuant to the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into by MWAA, Fairfax County, and Loudoun County in 2007 (the Funding Agreement), the total Project cost is to be paid, generally, 16.1 percent by Fairfax, 4.8 percent by Loudoun, 4.1 percent by MWAA, and 75 percent (less any federal and state funding) by DTR toll revenues. Since no federal funding and only $24 million in Virginia funds were anticipated to cover Phase 2 costs, it was expected that DTR toll revenues would be needed to pay close to 75 percent of Phase 2 costs (because substantial federal and state funds were made available to pay for Phase 1, County staff estimated that approximately 56 percent of the total Project cost would need to be paid from DTR revenues). On March 6, 2010, Fairfax County received the 100 percent Preliminary Engineering (PE) Plans, 100 percent Preliminary Engineering Reposts, 100 percent Preliminary Engineering Cost Estimate, and the Independent Cost Estimate completed by McDonough, Bolyard, and Peck (MBP). The 90-day review period began on March 7, 2012, and ends June 4, 2012.

The 100 percent engineer's PE cost estimate is $3.156B. The MBP independent cost estimate is $3.298B, which is slightly higher ($142M) than the engineer estimate. The differential is almost entirely due to a higher assumed escalation rate in the estimate (4.5 percent vs. 3.0 percent). Neither cost estimates were adjusted to include savings identified in the Memorandum of Agreement brokered by the Secretary of Transportation Ray LaHood and the value engineering items agreed upon by the project principles. All the cost reduction items will be given to the final engineering designer to incorporate into the project design. The cost estimate includes the aerial station at Dulles International Airport, all five parking garages, the Route 28 Station, and the 250 rail car maintenance and storage facility.

The Funding Agreement provides, among other things, that Fairfax and Loudoun shall notify MWAA whether each respective county will proceed with its financial participation in Phase 2 of the Project within 90 days following receipt of the documents comprising 100 percent preliminary engineering for Phase 2, and documents supporting the amount of the cost estimate for Phase 2 at 100 percent preliminary engineering. The 90-day review period began on March 7, 2012, and ends June 4, 2012.

30 Day Extension for Review of the Preliminary Engineering and Cost Estimate
The Loudoun County Board of Supervisors requested an additional 30 days to review and consider participation in Phase 2. MWAA, Fairfax County, and Loudoun County have been working to amend the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor to reflect the change from 90 to 120 days. The staffs are in agreement with the proposed language in Attachment II to facilitate the 30 day extension.

Phase 2 Cost Issues
In spring 2011, concerns arose about increases in the estimated cost to construct Phase 2 of the Project (which at one point exceeded $3.8 billion) and the effect of that increased cost on Fairfax, Loudoun, and DTR users. However, disagreements arose about the best way to address those cost concerns, in particular, whether the proposed station at the Airport should be constructed underground, as originally proposed and favored by MWAA, or constructed above ground at a considerable cost saving, as favored by Fairfax and Loudoun counties.

Thereafter, United States Secretary of Transportation (USDOT) Secretary Ray LaHood offered to mediate the matter to try to find a resolution acceptable to all of the involved parties that reduced the cost of Phase 2 and provided relief to anticipated DTR toll rates; and on July 1, 2011, held the first of a series of meetings for that purpose. The initial USDOT proposal provided for building the Airport station above ground, but also suggested that Fairfax should take sole responsibility for funding the total cost of the Route 28 Station (currently estimated to be $83 million), the Route 28 Station parking garage (currently estimated to be $53.5 million), and the Herndon-Monroe Station parking garage (currently estimated to be $51.4 million) (collectively the Fairfax Facilities), while still remaining responsible for paying 16.1 percent of the total cost of all other Project facilities except for three parking garages located in Loudoun (collectively the Loudoun Facilities), which would become Loudoun County's sole responsibility.

Neither Fairfax, Loudoun, nor MWAA accepted USDOT's initial proposal as such. Instead, the governing bodies of each entity adopted resolutions saying, essentially, that they accepted the proposal but only if certain enumerated conditions were satisfied. The Board approved a qualified endorsement of the USDOT's initial proposal at its meeting on July 26, 2011.

The Board's conditions included (1) that any cost shifting must be contingent upon securing adequate financing through available options, including a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan from USDOT, to mitigate financial impacts of taking on the two Fairfax parking garages and Route 28 Station, (2) that if Fairfax is unable to secure an adequate financing alternative for the Fairfax Facilities, they should be funded as provided by the Funding Agreement, (3) that the

parties negotiate in good faith an agreement to allow the Project to move forward without requiring Fairfax to fund an inequitable share of Project costs, (4) that MWAA accept an aerial station at the Airport, and (5) that any final agreement be subject to contingencies such as those set forth in the Funding Agreement pertaining to availability of funds, the constitutional requirement for annual appropriation if and as applicable, and the right to approve participation on funding Phase 2 for up to 90 days following a cost estimate based on 100 percent preliminary engineering.

Beginning in July of 2011, staff met on numerous occasions with representatives of the parties to the MOA to negotiate the terms of an MOA that would meet the conditions established by the Board, culminating on November 10, 2011, with a proposed MOA that was satisfactory to Secretary LaHood and Virginia Secretary of Transportation Sean Connaughton, and that staff of the other parties committed to recommend to their respective governing bodies for approval. The proposed MOA will result in a significant reduction in the cost to build Phase 2, will reduce the impact on DTR toll rates, and does not require Fairfax County to absorb costs in excess of the 16.1 percent share already agreed to in the Funding Agreement.

TIFIA Allocation

One issue that arose during the negotiations was regarding the allocation of the assumed limited amount of TIFIA loan credit support available from the Federal government. Per the MOA, Fairfax and Loudoun may apply for the maximum amount of TIFIA credit assistance for which each will qualify based on their share of the total cost of the Project, and MWAA will apply for the balance available; however, Fairfax will not apply for a TIFIA loan greater than $315 million nor one using more than an $8.5 million credit subsidy (based on current estimates, a $315 million TIFIA loan could be supported with a $6.3 million credit subsidy). Based on current estimates, an assumed $30 million in TIFIA credit assistance could support TIFIA loans in the aggregate of approximately $315 million to Fairfax, $130 million to Loudoun, and $149 million to MWAA. This disparity is due entirely to the difference in credit quality assumed for the three parties. The potential pledge of higher quality Fairfax credit may allow Fairfax to leverage a much larger loan for minimal subsidy than a credit solely supported by the Dulles Toll Road revenues (MWAA) or parking fees (Loudoun). Staff has begun analyzing the various options available to Fairfax for the best, most cost effective use of the pledged TIFIA loan guarantees for Fairfax County taxpayers to support the Project.

In addition, in consideration for maximizing the County's ability to utilize available TIFIA support, Fairfax agreed in the MOA that if it is unable to find Additional Funding Sources for up to $62.5 million of the cost of the Fairfax Facilities, then Fairfax will ask USDOT to allow it to transfer to MWAA, by a separate agreement, a portion of the proceeds of a TIFIA loan to Fairfax equal to the lesser of the actual funding "gap" or $62.5 million. This will be used to reduce the cost of borrowing secured by DTR revenues, with

MWAA required to repay Fairfax for any amount so transferred with interest and costs.

Furthermore, if the portion of the cost of the Fairfax Facilities not funded by additional funding sources exceeds $62.5 million, Fairfax will not include the unfunded portion of the cost of the Fairfax Facilities over $62.5 million but less than $187 million in its TIFIA loan application. In that case, MWAA may apply to USDOT to utilize the portion of any TIFIA credit subsidy not used by Fairfax to support a TIFIA loan directly to MWAA, i.e., not through Fairfax. However, regardless of what portion of the cost of the Fairfax Facilities is borne by additional funding sources, nothing shall prevent Fairfax from applying for at least $100 million in TIFIA loan proceeds.

Change to the Allocation Formula for Third Party Revenues

A significant concession made by the local funding partners as part of the total package of cost shifts, cost sharing, and loan allocation was a change in the allocation of savings accruing from the use of third party revenues to fund any aspect of the Project. Per the 2007 Funding Agreement, any federal or state funds contributed to the Project would be applied directly to reduce the impact to the toll road users, but any third party revenues would be applied directly to the benefit of the local funding partners in proportion to their funding shares.

However, to benefit toll road users from any third party funding of the Fairfax Facilities or Loudoun Facilities, the MOA provides that the cost savings benefits from those third party revenues will be applied in accordance with the overall cost sharing formula, i.e., 75 percent to DTR users, 16.1 percent to Fairfax, 4.8 percent to Loudoun, and 4.1 percent to MWAA. The result is a potential shift of savings to toll road users of up to $242 million.

Funding the Fairfax Obligation

Including Phase 1 costs, the current total County contribution to both phases of the project is approximately $900 to $965 million, of which $730 million, or approximately 80 percent, will be funded by the tax districts, leaving approximately $170 to $235 million to be funded from other sources. Those sources include the potential capitalization of parking revenues or developer contributions at the station sites. Staff recommends consideration of the use of the County's Commercial and Industrial (C&I) Real Estate Transportation Tax to support financing the balance of the County's obligation. Currently, approximately $310 million of the Phase I tax district obligation has been satisfied through direct payments from tax collections and a bond issued in 2011. A final Phase I bond issue is expected later in 2012. Bond issues to support Phase II will be scheduled as necessary to meet Phase II construction requirements, perhaps starting as early as 2013. In addition, creative application of the TIFIA loan benefits to support County financing is anticipated to provide significant additional savings to financing costs.

Metrorail Operating Costs with Silver Line

Projections of the Metrorail operating costs with the Silver Line are provided below for FY 2013 thru FY 2028. WMATA provided estimates for FY 2013 and FY 2018. Other estimates are based the Constrained Long-Range Plan (CLRP) cost model, and projected system cost recovery in consultation with WMATA and Fairfax County. WMATA provided an estimate in FY 2018, if Loudoun were to opt-out of Phase 2 and the Silver Line terminated at the Dulles International Airport. It is not estimated that any major capital replacement costs will be incurred in the first 15 years of operations. The rail cars, systems, track, and facilities are all new equipment and the expected replacement life of this equipment, would extend beyond 15 years.

Estimated Total Annual Metrorail Operating Subsidy (with Silver Line) for FY 2013- FY 2028

Fiscal Year	Fairfax County Net Local Subsidy (millions) [1]
2013	$26.1
2014	$34.7
2015	$35.7
2016	$37.1
2017	$38.6
2018	$46.4*[2]
2019	$48.2
2020	$50.0
2021	$51.9
2022	$53.9
2023	$55.9
2024	$58.0
2025	$60.2
2026	$62.5
2027	$64.9
2028	$67.4

Note:

- Phase 1 - projections through FY 2017
- Phase 1 and 2 - projections through FY 2018 to FY 2028
- Increase FY 2014 for startup costs and ½ year of operations
- FY 2015 full year Phase 1 operations
- FY 2016 and 2017 include 4 percent escalation rate
- Estimates FY 2018 thru FY 2028 include 3.8 percent escalation rate

[1] More than 70 percent of Metrorail operating *costs* are paid by passenger fares. Fairfax County's Metrorail operating *subsidies* are paid by state aid, regional gas tax

revenues, County General Funds and other sources.

[2] If Loudoun County does not participate in Phase 2 and the termination station is at Dulles Airport, Fairfax County's operating cost would be $48 million in FY 2018.

Public Involvement

On April 26, 2011, the Board directed the County Executive to propose a process for informing and seeking input from the public about the cost, financing, and physical layout of Phase 2 of the Dulles Rail project. The public process was scheduled to follow release of the 100 percent Preliminary Engineering for Phase 2 and the Independent Cost Estimate. County staff conducted four community meetings:

Monday, March 12, 2012 – South County Government Center
Wednesday, March 12, 2012 – Hutchison Elementary School
Thursday, March 15, 2012 – Westgate Elementary School
Monday, March 19, 2012 – Fairfax County Government Center

In addition to the public meetings, an interactive "Dulles Rail Phase 2" section of the County's website was developed to gather public input and comment. Also, on March 9, 2012, staff conducted an "Ask Fairfax!" session through the County's website. A press release was provided for all events.

In general the public comments received are in favor of Phase 2. Most of the concerns are the toll rate projections and the impact increased toll rates would have on diverting traffic to other roads in the network. Several citizens provided suggestions that MWAA charge a surcharge at their garages and/or airport facilities with those fees to be used to reduce the toll rates. County staff received suggestions that MWAA toll the Dulles Airport Access Road to help fund the project and reduce the toll rates.

Summary

The conditions with respect to the cost of Phase 2 anticipated with the approval of the MOA have been satisfied, for the most part. Much additional work remains to be done to further reduce costs and obtain alternative financing for the parking garages and the Route 28 Station. However, staff believes that these challenges are manageable and well within the County's ability to achieve a favorable outcome. Therefore, it is recommended that the Board confirm the County's commitment and participation to Dulles Rail Phase 2. In addition, the Board is requested to confirm its intent to pursue all alternative financing sources available including the use of the C&I Tax fund to finance the balance of the County obligation in excess of the special tax district contribution.

FISCAL IMPACT:
Based on a USDOT cost estimate early last summer, the total Project cost, including the underground alignment for the Airport station, is $3.825 billion. Based on this MOA, cost reductions and the 100 percent Preliminary Engineering cost estimate, Project cost to be funded by the DTR and the funding partners may be reduced by as much as $1.14 billion, down to approximately $2.689 billion, depending on the level of third party revenue support that can be found by the two counties to fund the five garages and the Route 28 Station. Based on the funding allocation formula from the 2007 Funding Agreement and the changes proposed in the MOA, the savings are approximately $855 million to DTR users, $184 million to Fairfax County, $55 million to Loudoun County and $47 million to MWAA's airport revenues. The total Phase 2 cost to Fairfax County is therefore estimated to be approximately $433 to $498 million, depending upon the County's success in securing third party revenues to fund the garages and the Route 28 Station, of which $330 million will be contributed by the Phase 2 Dulles Rail Transportation Improvement District. The use of revenue bonds supported by the C&I tax fund is recommended to fund the remaining County contribution. It is expected that these bonds will require approximately $13 million annually to support debt service. It is estimated that the annual Metrorail subsidy over the period of 15 years will grow from $26.1 million in 2013, to $46.4 million in 2018 (first full year of the Silver Line operation Phase 1 and 2), and $67.4 million in 2028. These operating costs will be paid for through a combination of state aid, gas tax revenues and County General Funds. No major capital replacement costs are included in the WMATA operating estimates. The system and rail cars are new and their replacement cycle is in excess of 15 years.

ENCLOSED DOCUMENTS:
Attachment I: Phase 2 Memorandum of Understanding
Attachment II: First Amendment to the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor

STAFF:
Anthony H. Griffin, County Executive
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Mark Canale, Dulles Rail Project Manager, FCDOT
Nick Perfili, Dulles Rail Project Planner, FCDOT
Len Wales, Financial Advisor
Joe LaHait, Fairfax County Debt Manager

MEMORANDUM OF AGREEMENT
AMONG UNITED STATES DEPARTMENT OF TRANSPORTATION, COMMONWEALTH OF VIRGINIA, FAIRFAX COUNTY, LOUDOUN COUNTY, THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY, AND THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

1.0 Introduction

On this _____ day of _____, 2011, the United States Department of Transportation (US DOT), the Commonwealth of Virginia (Virginia), Fairfax County (Fairfax), Loudoun County (Loudoun), the Washington Metropolitan Area Transit Authority (WMATA), and the Metropolitan Washington Airports Authority (MWAA) (collectively, the Parties) hereby enter into this MEMORANDUM OF AGREEMENT (MOA) to set forth their mutual understandings, expectations, and commitments concerning the completion of the Dulles Corridor Metrorail Project (Project), and in particular Phase 2 of the Project (hereinafter defined).

2.0 Recitals

WHEREAS, US DOT, Virginia, Fairfax, Loudoun, WMATA and MWAA seek to enhance transportation service by bringing Metrorail service to Tysons Corner, Dulles International Airport, and along the Dulles Corridor into Loudoun County; and

WHEREAS, on December 29, 2006, the Virginia Department of Transportation and MWAA entered into a Master Transfer Agreement and a Dulles Toll Road Permit and Operating Agreement (Permit and Operating Agreement) that permits MWAA to operate the Dulles Toll Road and collect toll revenues to assist in funding the Dulles Corridor Metrorail Project; and

WHEREAS, on June 28, 2007, the Virginia Department of Rail and Public Transportation (DRPT) and MWAA entered into an Assignment and Assumption Agreement (Assignment and Assumption Agreement) that enables MWAA to carry out construction of the Project; and

WHEREAS, on July 19, 2007, Fairfax, Loudoun, and MWAA entered into an Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor (Funding Agreement); and

WHEREAS, the Funding Agreement provides, among other things, that Fairfax and Loudoun shall notify MWAA whether each respective county will proceed with its financial participation in Phase 2 of the Project within 90 days following receipt from MWAA of documents comprising 100% preliminary engineering for Phase 2, documents supporting the amount of the cost estimate for Phase 2 at 100% preliminary engineering, and documents demonstrating how that cost estimate was developed and computed; and

WHEREAS, the Funding Agreement also provides that if Fairfax and Loudoun elect to participate in funding Phase 2, then Fairfax, Loudoun, and MWAA would be responsible for funding 16.1%, 4.8%, and 4.1%, respectively, of the total capital cost to construct the entire Project; and

WHEREAS, upon the petition of affected taxpayers as required by Virginia law, Fairfax has created two transportation improvement districts to fund up to $400 million and $330 million of Fairfax's share of the capital cost to construct Phase 1 (hereinafter defined) and Phase 2, respectively, of the Project, with both petitions including provisions that Fairfax's share of the total capital cost to construct the Project should remain at approximately 16.1%; and

WHEREAS, pursuant to the Permit and Operating Agreement, MWAA is constructing a project consisting of an extension of Metrorail from the existing Orange Line near the West Falls Church Station, through Tysons Corner, along the Dulles Corridor from Tysons Corner to the boundary of Fairfax, into Dulles International Airport, and terminating at Route 772 in Loudoun (the Project); and

WHEREAS, for purposes of obtaining one or more Federal grants, construction of the Project has been divided into two phases, with Phase 1 of the Project described generally as that portion of the Project from the Metrorail Orange Line near the West Falls Church Station to and including the Wiehle Avenue Station (Phase 1), and Phase 2 of the Project described generally as that portion of the Project west of the Wiehle Avenue Station to the terminus of the Project at the Route 772 Station in Loudoun County (Phase 2); and

WHEREAS, on March 10, 2009, US DOT, through the Federal Transit Administration (FTA), entered into a Full Funding Grant Agreement (FFGA) with

MWAA to support the construction of Phase 1 at an estimated cost of $3.14 billion (including finance charges); and

WHEREAS, the estimated capital cost of Phase 2 is now $3.825 billion, up from an estimate of $2.5 billion as reported in the Funding Agreement; and

WHEREAS, the Parties recognize the need to modify the scope, design and finance plan for Phase 2 to reduce costs to a level closer to the original $2.5 billion cost estimate and recognize the need and opportunity to work cooperatively to accomplish that goal; and

WHEREAS, the Parties also recognize that in order to effect a further significant reduction in the amount of funds that will need to be derived from the operation of the Dulles Toll Road (DTR Funds) to pay for Phase 2, there is a need to secure funding for the design and construction of Phase 2 from sources other than funds of the parties to the Funding Agreement and DTR Funds (Additional Funding Sources), which Additional Funding Sources may include, but are not limited to, land use proffers, public-private partnerships, grants and loans from governmental entities other than the parties to the Funding Agreement, payments in lieu of taxes, and fees that may be imposed on the public for the use of Phase 2 parking facilities; and

WHEREAS, MWAA, Fairfax, and Loudoun believe that credit assistance from the Transportation Infrastructure Finance and Innovation Act (TIFIA) program based on an amount of budget authority in the amount of $30 million in the aggregate is vitally necessary for the success of the Project and the Project financing envisioned in this MOA, and accordingly, MWAA, Fairfax, and Loudoun intend to apply for TIFIA credit assistance as described herein, while recognizing that US DOT cannot and does not make any representation in this MOA regarding any TIFIA credit assistance other than as set forth below in Section 3.5; and

WHEREAS, on June 1, 2011, Secretary of Transportation Ray LaHood convened the first of several meetings among the Parties for the purpose of establishing a common, agreed-upon scope, design, and finance plan for Phase 2, and with the goal of completing the Project at a significantly reduced cost so as to lessen the financial burden on the Parties, local taxpayers, and the users of the Dulles Toll Road; and

WHEREAS, during meetings conducted since that date, the Parties discussed and debated the merits of scope reductions and design changes that offer

significant cost savings, maintain a cost effective approach to Phase 2 project construction and performance goals, sustain expected ridership, and minimize delays in implementing the project; and

WHEREAS, the Parties wish to set out, in general terms, the agreements they have reached regarding cost saving changes to the scope, design and finance plan for Phase 2, their expectations regarding further potential cost savings measures, and other matters.

3.0 Agreement

NOW THEREFORE, in consideration of the mutual promises and agreements, $1 consideration, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, US DOT, Virginia, Fairfax, Loudoun, WMATA, and MWAA agree as follows:

3.1 Adjustments to Phase 2 Project Alignment and Design

a. Subject to the receipt of any required environmental and other regulatory approvals, the Phase 2 Station at Dulles International Airport shall be an aerial station adjacent to the North Garage. The station shall be designed and constructed to provide passengers with climate controlled waiting areas at the station lobby level, with a protective windscreen along the platform level. "Climate controlled" means an enclosed area, protected from weather elements, with a controlled temperature.

b. The Metrorail yard and shop facilities at the "Y-15" site at Dulles International Airport shall be reduced in size and scope to the level that is necessary to support the service provided by Phase 2. There will be at least 21 Yard Storage tracks provided for a minimum of eight car trains. The Dulles Yard will be sized for 184 cars. These and other yard and shop requirements are consistent with formal letters to the FTA dated June 10, 2011, and June 28, 2011. WMATA may build additional or more extensive facilities at this site to support the service provided by other parts of the WMATA Metrorail network, but the costs of such expansion shall not be part of the Project costs and shall be the responsibility of WMATA.

c. The size of station canopies at Phase 2 stations shall be reduced to be generally consistent with Phase 1 project requirements and the finishes designed and installed at such stations shall be based on value engineering recommendations as approved by WMATA.

d. Where possible, cost savings will be implemented through the use of steel structures, in lieu of concrete, in accordance with WMATA standards.

3.2 Best Efforts to Seek Additional Funding Sources for Particular Project Phase 2 Facilities

a. Fairfax shall use its best efforts, consistent with the legislative powers, duties, and responsibilities of its Board of Supervisors, to secure Additional Funding Sources that will be sufficient to fund the cost of the design and construction of the parking facility at the Herndon-Monroe Station, the parking facility at the Route 28 Station and the Route 28 Station itself.

b. Loudoun shall use its best efforts, consistent with the legislative powers, duties, and responsibilities of its Board of Supervisors, to secure Additional Funding Sources that will be sufficient to fund the cost of the design and construction of the parking facility at the Route 606 Station and the two parking facilities at the Route 772 Station.

c. To the extent that Additional Funding Sources are used to pay any portion of the cost to design and construct any of the Phase 2 facilities described in Sections 3.2(a) or 3.2(b), then solely for purposes of computing the capital contribution percentages of the parties to the Funding Agreement, the amount paid by any such Additional Funding Sources shall not be credited as provided by the last sentence of Section 2.2(b)(3)(e) of the Funding Agreement, but instead shall be credited 16.1% against the Phase 2 funding obligation of Fairfax, 4.8% against the Phase 2 funding obligation of Loudoun, 4.1% against the Phase 2 funding obligation of MWAA from non-DTR Funds, and 75% against the obligation of MWAA to fund a portion of Phase 2 from DTR Funds, as those terms are used in the Funding Agreement.

d. To the extent that either Fairfax or Loudoun, despite their best efforts as described above, is unable to secure sufficient Additional Funding

Sources to fund the full cost to design and construct any of the Phase 2 facilities described in Sections 3.2(a) or 3.2(b) (any such insufficiency, individually or cumulatively, referred to hereinafter as a Funding Shortfall), then the amount of the Funding Shortfall shall be considered to be part of the total Dulles Rail Project Cost as that term is used in the Funding Agreement and as such will be funded as provided in the Funding Agreement.

e. All of the facilities described in this Section 3.2 shall continue to be regarded as included in Phase 2 of the Project for all other purposes.

f. All of the Parties will cooperate in the efforts to find Additional Funding Sources to help pay for the design and construction of the Phase 2 facilities described in this Section 3.2 as well as other Project facilities as opportunities to do so may arise.

g. Parking at the parking facilities described in this Section 3.2 shall be available concurrently with the opening of Phase 2 for revenue operations.

3.3 Flexibility and Cooperation

a. If and to the extent that Fairfax or Loudoun deem it appropriate to utilize fees for parking at any of the parking facilities described in Section 3.2 as an Additional Funding Source for such parking facility, then parking rates at any such parking facilities shall be determined solely by the responsible county as set forth in Section 3.2, and the revenues thus obtained from each such parking facility shall be retained by that county and applied as an Additional Funding Source for the design, construction and/or operation, as appropriate, of that parking facility. In order to facilitate the ability of Fairfax to do so, WMATA shall, at the request of Fairfax, agree to negotiate an amendment of the Surcharge Implementation Agreement dated June 11, 1999 by and between Fairfax and WMATA to make the Phase 2 facilities described in Section 3.2(a) part of the system covered by that Agreement, so as to allow all surcharge revenues to be used to support the debt remaining on the Vienna Metrorail Station and parking facilities and the debt incurred for the Phase 2 parking facilities described in Section 3.2(a). Fairfax and WMATA may also negotiate

additional agreements, as needed, to further facilitate the construction and future operations of these parking facilities.

b. The parking facilities described in Section 3.2 shall be constructed with at least the same number of parking spaces for Metrorail users as is called for in the final Phase 2 Preliminary Engineering plans, consistent with the Record of Decision governing the Project.

c. MWAA shall, to the extent permitted by law, provide to Loudoun, at no cost, such real property rights to land that is leased by MWAA from the federal government as are reasonably necessary for the construction, location, and operation of, and vehicular access to and from, the parking facility that is to be constructed to serve the Route 606 Station.

d. For purposes of this Section 3.3(a) and avoidance of doubt, the Fairfax parking facilities shall include the parking structures described in Section 3.2(a) and related equipment and facilities as well as improvements, including bridges, that provide access for WMATA customers to and from the entrance plazas, bus drop off areas, park and ride areas, and connecting sidewalks related to the associated Phase 2 transit stations.

e. WMATA and Fairfax shall cooperate in making such amendments, consistent with WMATA's Compact and WMATA's Gross Revenue Transit Bonds (WMATA Board Resolution numbers 2003-52, 2003-53 and 2009-39), as shall be necessary to implement the provisions of Section 3.3(a).

3.4 Further Phase 2 Cost Savings Opportunities

Over the course of the next few months, further cost reduction measures shall be considered by the Coordinating Committee created under Section 3.7 of this MOA with the goal of further reducing the current Phase 2 cost estimate, depending on the outcome of the analysis of additional potential scope reductions and cost saving measures. These further scope reduction and cost savings measures include, but are not limited to:

a. Savings resulting from the value engineering efforts conducted by MWAA and approved by the Coordinating Committee described below;

b. The donation of property to the Project by the Parties in lieu of right-of-way purchases;

c. In accordance with WMATA-approved simulations, a potential reduction in the number of Traction Power Substations (TPSS) and the associated re-estimating of TPSS costs; and

d. In accordance with WMATA's updated Rail Fleet Management Plan of July 2011, a potential reduction in the number of railcars purchased for the purpose of the Phase 2 project.

3.5 Credit Assistance

Through its Transportation Infrastructure Finance and Innovation Act (TIFIA) program, US DOT will provide credit assistance, in the form of Federal credit instruments, to Fairfax, MWAA, Loudoun and/or their partners for Project components that meet TIFIA's statutory and regulatory requirements. US DOT expects that the amount of budget authority available to the US DOT to support any such credit assistance will not exceed $30 million in the aggregate. The form of TIFIA credit assistance is to encompass several Project components, which may include the costs associated with the assumption of the Phase 2 parking facilities and Route 28 Station. Fairfax, MWAA, and Loudoun have agreed, as among themselves, that TIFIA credit assistance should be applied for as shown on Exhibit One attached hereto. In the event Fairfax, MWAA, and/or Loudoun applies for TIFIA credit assistance, each of Fairfax, MWAA, and Loudoun will provide to US DOT a written acknowledgement that all of those three entities agree to the financing structure proposed in each TIFIA application submitted.

Nothing in this MOA is intended to or shall preclude MWAA, Fairfax, or Loudoun from applying for additional TIFIA credit assistance for the Project, including under a future notice of funding availability, or preclude US DOT from considering any such application.

3.6 Financial Assistance

a. Virginia shall contribute an additional amount of $150 million toward the Project, provided that the funds are appropriated by the General Assembly and allocated by the Commonwealth Transportation Board

(CTB). Such funding shall be requested in the 2012 session of the Virginia General Assembly, shall be governed by the terms of a funding agreement between Virginia and MWAA, and shall not be provided until such funding agreement is executed. This assistance is intended to be used to pay interest on MWAA's Dulles Toll Road Revenue Bonds. The funds shall be held by the bond trustee and drawn to support the debt service payments in the first five years following their issuance. This assistance may be used or structured in a different manner with written approval from Virginia if another use or structure is determined to provide a greater benefit and further minimize the tolls paid by users of the Dulles Toll Road for construction of Phase 2.

b. In addition, Virginia and MWAA shall consider extending the term of the Permit and Operating Agreement to further extend the period over which Phase 2 can be financed if it is determined that doing so is in the best interest of the Commonwealth and will further mitigate toll increases to be imposed on Dulles Toll Road users for construction of Phase 2.

3.7 Coordinating Committee

Virginia, Fairfax, Loudoun, WMATA and MWAA agree to establish a Dulles Metrorail Project Coordinating Committee (Coordinating Committee).

The purpose of the Coordinating Committee will be (i) to implement the terms of this MOA and (ii) to regularly monitor the progress of planning, design, and construction of Phase 2 to ensure that the project is successfully deployed in a manner satisfactory to all of the Parties. Any cost reductions will not affect the delivery of a Project that is safe, reliable, and does not result in higher operations and maintenance costs later in the life of the Project.

The Coordinating Committee shall be comprised of the MWAA President/Chief Executive Officer, Virginia Secretary of Transportation, Fairfax County Executive, Loudoun County Administrator, and WMATA General Manager/Chief Executive Officer, or their designees. The Coordinating Committee shall be chaired by the MWAA President/Chief Executive Officer in his continuing role as the chief executive of the party

responsible under the Permit and Operating Agreement for the design, construction, and financing of Phase 2.

The Coordinating Committee shall function in a manner similar to the Principals Meetings that were held to coordinate certain activities of Phase 1.

The Coordinating Committee shall meet regularly upon the call of its Chairman but no less frequently than once per month, unless the members of the Coordinating Committee unanimously agree in advance that there is no need for a meeting in any particular month. Meetings shall continue until the Coordinating Committee determines that they are no longer needed.

In implementing the terms of this MOA, the Coordinating Committee shall operate on a consensus basis, with no member of the committee having the ability to "veto" an issue or matter that is under consideration by the committee.

It is understood by the Parties that WMATA, as the ultimate owner and operator of Phase 2 once it is open for revenue operations, will approve the design and construction plans for Phase 2, and any subsequent changes thereto for purposes of ensuring that Phase 2 is constructed in a manner that will allow its acceptance into the regional Metrorail system.

3.8 Toll Schedule

Consistent with (i) its obligations and rights under the Permit and Operating Agreement, including its obligation to design and construct the Project, its right to utilize Toll Road revenues to satisfy that obligation, and its right to utilize Toll Road revenues and reserves to redeem and defease Dulles Toll Road bonds, (ii) its obligations and rights under indentures of trust securing Dulles Toll Road Revenue Bonds, including the toll rate covenants in the indentures, and other agreements and MWAA policies relating to loans and other financings secured by Dulles Toll Road revenues, and (iii) its intention to maintain the ratings assigned by rating agencies to Dulles Toll Road Revenue Bonds, MWAA will use its best efforts to limit the size of future toll rate increases on the Dulles Toll Road.

MWAA will periodically publish projections of future Dulles Toll Road toll rates. The Parties acknowledge that these projections will change over time as factors affecting the setting of toll rates change. According to MWAA, as of the effective date of this MOA, Table 6-3 in the Wilbur Smith and Associates report for the Dulles Toll Road, entitled "Comprehensive Traffic and Revenue Study" and dated July 2009, contains a reasonable approximation of the current projection of future toll rates on the Dulles Toll Road.

Nothing in this MOA is intended to affect the exclusive right of MWAA, under the Permit and Operating Agreement, to set toll rates on the Dulles Toll Road.

3.9 Project Labor Agreements

Virginia and MWAA have reached a separate agreement on the matter of Project Labor Agreements for Phase 2. Any Project Labor Agreement contemplated for the Project shall be consistent with applicable Federal statutory and regulatory requirements and Virginia law.

4.0 Miscellaneous Provisions

4.1 Effective Date

This MOA is effective as of the date set forth in Section 1.0, and may be executed in counterparts.

4.2 Construction and Enforcement of this MOA

The meaning of this MOA is to be ascertained from the entire instrument. This MOA is intended to be enforceable, to the extent provided by applicable law. This MOA shall, in all respects, be governed by Federal law and/or the laws of the Commonwealth of Virginia, as may be applicable. The Parties may enforce this MOA as provided under applicable Federal law and Virginia law.

4.3 Permit and Operating Agreement

Virginia and MWAA agree that, in the event they mutually determine there to be a conflict between the terms of the MOA and those of the Permit and

Operating Agreement, the terms of the MOA will prevail and they will execute an appropriate amendment to the Permit and Operating Agreement that addresses the conflict.

4.4 Conditions of Approval

The Parties acknowledge that their approval of this MOA is conditioned upon the satisfaction of all legal requirements, including any requirements applicable only to their own Parties' jurisdictions. For example, WMATA's approval of the proposed changes to the location of the station at Dulles International Airport is subject to the public hearing requirements of the WMATA Compact and the approval of the WMATA Board of Directors, and WMATA agrees to use its best efforts to meet these requirements and present these proposed changes to the WMATA Board of Directors for approval within 75 days after the WMATA Compact Public Hearing has been held.

4.5 Role and Participation of WMATA

WMATA's role and participation in the Project shall continue to be in accordance with agreements executed with MWAA as they may be amended from time to time by mutual agreement between WMATA and MWAA.

4.6 Continuing Effect of Funding Agreement

All provisions of the Funding Agreement not specifically modified by this MOA, including, but not limited to, the provisions of Section 2.3 of the Funding Agreement, remain in full force and effect and are not superseded by the execution of this MOA. Nothing in this MOA requires Fairfax to pay or will result in Fairfax paying more than 16.1% of the total Dulles Rail Project Cost as such term is used in the Funding Agreement.

4.7 Federal Oversight

FTA will continue to oversee the Project using its project management oversight contractor resources. For Phase 2, the scope of FTA oversight will include project cost and schedule, and MWAA's implementation of its project management responsibilities.

MEMORANDUM OF AGREEMENT BETWEEN US DOT, VIRGINIA, FAIRFAX, LOUDOUN, WMATA, AND MWAA

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date set forth in Section 1.0.

FOR THE UNITED STATES DEPARTMENT OF TRANSPORTATION

Name: Ray LaHood
Title: Secretary of Transportation
DATE: December 14, 2011

[The remainder of this page intentionally left blank; subsequent signature pages follow.]

FOR THE COMMONWEALTH OF VIRGINIA

Name: Bob McDonnell
Title: Governor
Commonwealth of Virginia

DATE: 12-30-2011

[The remainder of this page intentionally left blank; subsequent signature pages follow.]

MEMORANDUM OF AGREEMENT BETWEEN US DOT, VIRGINIA, FAIRFAX, LOUDOUN, WMATA, AND MWAA

FOR THE COUNTY OF FAIRFAX

Name: Sharon Bulova
Title: Chairman, Board of Supervisors
Fairfax County

DATE: 12/15/11

[The remainder of this page intentionally left blank: subsequent signature pages follow.]

MEMORANDUM OF AGREEMENT BETWEEN US DOT, VIRGINIA, FAIRFAX, LOUDOUN, WMATA, AND MWAA

FOR THE COUNTY OF LOUDOUN

Name: Scott K. York
Title: Chairman, Board of Supervisors
Loudoun County

DATE: 12/20/11

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MEMORANDUM OF AGREEMENT BETWEEN US DOT, VIRGINIA, FAIRFAX, LOUDOUN, WMATA, AND MWAA

FOR THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY

Richard Sarles

Name: Richard Sarles
Title: General Manager and Chief Executive Officer
DATE: Dec 19, 2011

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MEMORANDUM OF AGREEMENT BETWEEN US DOT, VIRGINIA, FAIRFAX, LOUDOUN, WMATA, AND MWAA

FOR THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY

Name: Charles D. Snelling

Title: Chairman, Board of Directors

DATE: 16 Dec 2011

Name: John E. Potter

Title: President and Chief Executive Officer

DATE: 12/16/2011

[The remainder of this page intentionally left blank; Exhibit One follows.]

Exhibit One

This Exhibit One to the MOA reflects the agreement among Fairfax, Loudoun, and MWAA concerning the joint application or individual application(s) that Fairfax, Loudoun, and/or MWAA anticipate submitting to US DOT for consideration under its TIFIA program.

1. Fairfax, Loudoun and MWAA expect to apply to US DOT for TIFIA loans based on a credit subsidy in the amount of $30 million in the aggregate.
2. Fairfax and Loudoun may and likely will apply to US DOT for the maximum amount of TIFIA credit assistance for which they each qualify, based on their respective funding commitments for the Project (as defined in the Funding Agreement). However, in no event will Fairfax request TIFIA loan proceeds in excess of $315 million, or a TIFIA loan requiring a credit subsidy in excess of $8.5 million. MWAA expects to apply for a TIFIA loan in an amount supported by the credit subsidy not needed to support loans to Fairfax and Loudoun.
3. If Fairfax is not able to secure Additional Funding Sources for the entire cost of the Phase 2 Project facilities described in Section 3.2(a) of this MOA (the "Fairfax Facilities"), then the portion of the cost of the Fairfax Facilities not funded by an Additional Funding Source would be funded as provided in the Funding Agreement as set forth in Section 3.2(d) of this MOA. Further, Fairfax's application for TIFIA credit assistance will include a request to allow Fairfax to transfer to MWAA, by separate agreement between Fairfax and MWAA satisfactory to US DOT, a portion of the proceeds of a potential TIFIA loan to Fairfax equal to the lesser of the amount of such costs not funded by an Additional Funding Source or $62.5 million. MWAA would agree to repay, from Dulles Toll Road revenues, Fairfax in full for any such transfer, including any related interest and costs.
4. In the event that the portion of the cost of the Fairfax Facilities not funded by an Additional Funding Source exceeds $62.5 million, the Fairfax application will not include that portion of the cost of the Fairfax Facilities. The term "cost of the Fairfax Facilities," as used in this paragraph four, means the lesser of the actual cost of the Fairfax Facilities or $187 million. Notwithstanding the above provisions of paragraphs three and four of this Exhibit One, in no event shall Fairfax be prevented from applying for credit assistance that would result in total proceeds to be utilized by Fairfax to be less than $100 million.
5. Loudoun is expected to submit an application that will take into account the portion of the overall credit subsidy that is required to support a TIFIA loan sufficient to fund the cost of the Loudoun parking garages described in Section 3.2(b) of the MOA (the "Loudoun Facilities"). If Loudoun is not able to secure Additional Funding Sources for the entire cost of the Loudoun Facilities, then the portion of the cost of the Loudoun Facilities not funded by Additional Funding Sources will be funded as provided in the Funding Agreement, as set forth in Section 3.2(d) of this MOA. In that event, Fairfax, Loudoun and MWAA will request that US DOT consider an application from MWAA that would utilize that

portion of any unused credit subsidy that would have supported that portion of the cost of the Loudoun Facilities.

6. Provision will be made in any application by Loudoun, individually or jointly, for possible revisions of the application, prior to any loan distribution to Loudoun. Under these possible revisions, after securing Additional Funding Sources that would be pledged to support a TIFIA loan to fund all or a portion of the cost of the Loudoun Facilities (such as parking revenues and potentially other pledged revenues), Loudoun, were it to decide to do so, may bring some form of credit enhancement to that TIFIA application. The application will provide that US DOT should consider such a revision to the application only if it can be demonstrated that the creditworthiness of the Loudoun TIFIA loan is improved by the Loudoun enhancement. Any such credit enhancement would be at Loudoun's discretion, and any action on such a revision to the joint application would be at US DOT's discretion. Were such a credit enhancement to be approved by US DOT and to cause a reduction in the amount of credit subsidy that would be used by Loudoun, then Fairfax, Loudoun and MWAA will request that US DOT consider an application from MWAA that would utilize the portion of any unused credit subsidy.

ATTACHMENT II

FIRST AMENDMENT TO THE AGREEMENT TO FUND THE CAPITAL COST OF CONSTRUCTION OF METRORAIL IN THE DULLES CORRIDOR

This First Amendment to the "Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor" ("Agreement"), dated as of July 19, 2007, is entered into as of April __, 2012, by and between Fairfax County, Virginia ("Fairfax"), Loudoun County, Virginia ("Loudoun"), and the Metropolitan Washington Airports Authority ("Airports Authority" and, collectively with Fairfax and Loudoun, the "Parties").

Whereas, Section 2.3(b) of the Agreement provides that Fairfax and Loudoun shall notify the Airports Authority whether they approve of proceeding with their financing participation for Phase 2 of the Dulles Corridor Metrorail Project within 90 days of receipt from the Airports Authority of preliminary engineering and cost information for Phase 2; and

Whereas, Fairfax and Loudoun received the Phase 2 preliminary engineering and cost information, as specified in Section 2.3(b) of the Agreement, from the Airports Authority on March 6, 2012; and

Whereas, the Loudoun County Board of Supervisors has requested an additional thirty (30) days to be able to adequately review and consider whether Loudoun County approves of proceeding with its financing participation of Phase 2, under the provisions of Section 2.3(b) of the Agreement; and

Whereas, the Fairfax County Board of Supervisors and the Board of Directors of the Airports Authority have agreed to extend the 90-day review period in Section 2.3(b) of the Agreement for an additional 30 days, as requested by the Loudoun County Board of Supervisors;

NOW, THEREFORE, the Parties agree to amend the Agreement by deleting the phrase "within 90 days" from the second sentence in Section 2.3(b), and to replace that phrase with the phrase "within 120 days". The Parties agree that the second sentence of Section 2.3(b), as amended in this manner, shall read as follows:

> With respect to this contingency, Fairfax and Loudoun each shall notify the Airports Authority whether they approve proceeding with their financing participation for Phase 2 within 120 days of receipt from the Airports Authority of (i) the documents comprising 100% preliminary engineering for Phase 2, (ii) the documents demonstrating the amount of the cost estimate for Phase 2 at 100% preliminary engineering, and (iii) the documents demonstrating how the cost estimate for Phase 2 at 100% preliminary engineering was developed and computed.

The Parties further agree that all other provisions of the Agreement, including the provisions of Section 2.3(b) not affected by the above amendment to the section's second sentence, shall remain and continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as of the date entered herein.

FOR THE COUNTY OF FAIRFAX, VIRGINIA:

_____
Anthony H. Griffin
County Executive
Date: _____

FOR THE COUNTY OF LOUDOUN, VIRGINIA:

_____
Timothy Hemstreet
County Administrator
Date: _____

FOR THE METROPOLITAN WASHINGTON AIRPORTS AUTHORITY:

_____
John E. Potter
President and CEO
Date: _____

Board Agenda Item
April 10, 2012

ACTION - 3

Approval of the Disease Carrying Insects Program

ISSUE:
Annual submission of the Disease Carrying Insects Program (DCIP):
(1) West Nile virus (WNV) activities, including disease surveillance, public outreach and education, complaint investigation, contract management, and operational research, continue throughout the year. Mosquito surveillance and larvicide treatments for monitoring and control of WNV commence with the beginning of the mosquito breeding season in May and continue into October;
(2) Lyme disease and tick borne-disease activities include tick surveillance, public outreach and education, and operational research which also continue throughout the year.

RECOMMENDATION:
The County Executive recommends that the Board direct staff to take the following actions concerning Fairfax County's 2012 Disease Carrying Insects Program:

1. Conduct a County-wide, proactive West Nile virus surveillance program that includes human and mosquito surveillance conducted through human case reporting, as well as mosquito trapping and testing.
2. Conduct a proactive treatment of the stormwater catch basins and other mosquito breeding areas in the County using appropriate and approved larvicides, such as Spinosad or *Bacillus sphaericus*, according to established biological criteria in as many rounds during the May to October mosquito season as necessary. Currently the program is planned for three rounds of catch basin treatments.
3. Conduct an aggressive community outreach and education program to increase County residents' awareness of mosquitoes, ticks, West Nile virus and Lyme disease, as well as personal protection and prevention.
4. Monitor and document the number of human WNV cases in the County to determine the effectiveness of the above measures directed at the control of mosquito larvae, prior to the initiation of more aggressive control measures.
5. If deemed necessary to protect public health, authorize the County Executive to approve further appropriate control measures. At the time prevention measures are extended beyond current measures, a program report will be made to the Board outlining the status of the virus in the County, detailing the extent of control measures, the geographic areas targeted for treatment, and the public information process.

6. Continue a tick surveillance program to assess Lyme disease and other tick-borne pathogen activity in the County

Board action on this item will cover all Disease Carrying Insects Program activities carried out through June 30, 2013.

TIMING:
Board approval is requested on April 10, 2012, in order to (1) continue FY2013 mosquito suppression strategies (i.e., surveillance, larviciding mosquito breeding areas, and public outreach) and (2) continue FY2013 tick surveillance program and public outreach.

BACKGROUND:
The *Code of the County of Fairfax, Virginia* requires the submission of the annual Disease Carrying Insects Program for Board of Supervisors' approval. (Appendix I, Section 7)

West Nile Virus
During 2011, West Nile virus continued to inflict disease and death across the continental United States as anticipated by the Centers for Disease Control and Prevention (CDC). Fairfax County WNV surveillance indicated that the virus was present and widespread throughout most of the County. By the end of the 2011 WNV season (October 2011), the virus had been detected in mosquitoes collected in many of the surveillance stations in the County. Furthermore, one neuroinvasive human case was recorded in 2011 (compared with 13 in 2002, three in 2003, one in 2004, none in 2005, three in 2006, one in 2007, one in 2008, one in 2009 and two in 2010). The two fatal cases in the County since 2002 underlie the severity of this disease. Many factors have been suggested as influencing the presence of human cases in the County:

1. Viral activity in the mosquito vectors as found in the surveillance efforts;
2. Presumed feeding habits of *Culex pipiens.*
3. Birds acting as natural amplifiers of the virus;
4. Ambient temperatures which influence the development of the virus within the mosquito;
5. Increased public awareness resulting in increased use of personal protection measures; and
6. Proactive treatments of the storm drain catch basins with mosquito larvicides.

The DCIP continued to maintain intense surveillance and treatment activities in the Huntington area as a follow-up to the flooding of 2006. The results of the surveillance in this area during the last three years indicate the need to maintain an increase in the rate of

catch basin treatments in the area.

Based on past surveillance information, the DCIP will continue storm drain catch basin larviciding activities, as was done in the 2011 mosquito season, and will initiate treatment in mid-May and continue in approximately six week intervals for the duration of the season. Larviciding will also be done in targeted areas that are identified as a result of the larval surveillance activities.

As in 2011, mosquito surveillance will be carried out by County staff. The County began performing these surveillance activities in 2004 in lieu of contracted services, as County staff could do it more comprehensively and more cost effectively. This WNV season (May to October 2012), County staff will continue to carry out all surveillance activities, monitoring both human cases and mosquito vectors. The Fairfax County Health Department's Epidemiological Unit will continue to carry out human case surveillance. The DCIP will continue to receive and record reports of dead birds found in the County. The County's Mosquito Surveillance and Management Subcommittee, made up of members from several County agencies with representatives from other jurisdictions covered by the program, will meet three times this year (March, July, and November) to ensure an aggressive response to WNV, in order to reduce the impact of the virus on County residents.

In 2009, the Health Department brought mosquito testing in-house and screened samples using an antigen detection platform called the RAMP® system. RAMP-positive samples were confirmed via reverse transcriptase polymerase chain reaction (RT-PCR), a molecular diagnostic test, by an outside laboratory. Beginning in 2012, the County Health Department Laboratory will test mosquitoes using RT-PCR. Tick testing is performed at an outside laboratory and will continue in this manner for the 2012 season.

All insecticides used in this program, including the biological larvicides, are registered with the U.S. EPA and sanctioned for use by the Commonwealth of Virginia. The principal larvicides that the County will use are Spinosad and *Bacillus sphaericus*, that are some of the most environmentally-friendly larvicides available.

The DCIP will continue to implement its outreach and education strategy. The program will target the major ethnic groups in the County with material in their own language, as well as target older residents (>50 years of age) who are at greater risk of developing a more serious form of the West Nile virus. In 2011, the DCIP's outreach activities included the preparation and production of another 18-month calendar full of educational information that was widely distributed to County residents, as well as a children's reader promoting mosquito and tick awareness and control activities.

The Disease Carrying Insects Program's "2011 Annual Report and Comprehensive Plan of Action for 2012" (Attachment 1) reviews the 2011 season activities and presents wide-ranging plans for minimizing the impact and risk of mosquito-borne diseases through

1. County-wide monitoring of WNV activity including mosquito, avian, and human surveillance.
2. An integrated approach to mosquito management and control practices which will primarily target those mosquito species that have been shown to be the most probable WNV vectors in the County.
3. An aggressive and intensive community outreach and education program to increase awareness of mosquitoes and WNV in County residents.
4. A continuation of the multi-jurisdictional and multi-agency collaboration efforts to identify ways to minimize the risk of WNV transmission.

Tick-Borne Disease

During 2011, Lyme disease continued to be a major concern for County residents, and it is the most frequently occurring vector-borne disease in the County. Tick surveillance has indicated that the bacterium that causes Lyme disease was present and widespread throughout most of the County. FCHD recorded and reported a total of 148 cases of Lyme disease in Fairfax County in 2011 (as of February 29, 2012). By comparison, 257 cases of Lyme disease were reported in 2009 and 227 in 2010. Some of the factors that influence human cases in the County include:

1. Bacterial activity in the black-legged (deer) tick vectors, as found in the surveillance efforts;
2. White-footed mice acting as natural amplifiers of the bacteria;
3. Very large deer populations that act as a tick transport system, distributing the ticks throughout the County, as well as a source of blood for the females to develop their eggs; and
4. Increased public awareness resulting in increased use of personal protection measures.

Based on this information, Health Department staff plan to perform tick surveillance, including collections from deer hunts, and human case surveillance in 2012.

The Disease Carrying Insects Program will continue to include tick prevention and personal protection from ticks in its outreach and education strategy. The DCIP's "2011 Annual Report and Comprehensive Plan of Action for 2012" (Attachment 1) reviews the 2011 season activities and presents wide ranging plans for minimizing the impact and risk of tick-borne diseases through:

1. County-wide surveillance for the transmission of Lyme disease and other tick-borne pathogens, including black-legged (deer) tick and human surveillance.

2. An aggressive and intensive community outreach and education program to increase tick and Lyme disease awareness in the County.
3. A continuation of the multi-jurisdictional and multi-agency collaboration efforts to identify ways to minimize the risk of Lyme disease transmission.
4. Support activities of the Wildlife Biologist's 4-Poster Pilot Study.

FISCAL IMPACT:
The Disease Carrying Insects Program is primarily funded by a Countywide tax levy of $0.001 per $100 of assessed value and is budgeted in Fund 116, Integrated Pest Management Program. No additional funding is required as the current FY2013 funding level is sufficient to meet the anticipated program needs.

ENCLOSED DOCUMENTS:
Attachment 1 - Disease Carrying Insects Program 2011 Annual Report and Comprehensive Plan of Action for 2012.

STAFF:
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Disease Carrying Insects Program

Developing a Sustainable Surveillance Program

I. West Nile Virus
2011 Annual Report and Comprehensive Plan for 2012

II. Tick and Tick Borne Disease Surveillance
2011 Annual Report and Comprehensive Plan for 2012

Presented by

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Director of Health
Fairfax County
***for the* Division of Environmental Health**
Disease Carrying Insects Program

March 2012

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This information can be made available in an alterative format upon request. Please call 703-246-2300 / TTY 711. Allow seven working days for preparation of the material.

Executive Summary

I. West Nile Virus 2011 Report and Comprehensive Plan for 2012

North America continued to experience the effects of West Nile virus (WNV) in 2011. During this year, at least 690 human cases with 43 deaths were reported in the U.S[1]. There were eight human cases of WNV reported in 2011 in Virginia, and one of these occurred in Fairfax County. The National report is not finalized at the time of this report. From 2002 to present, there have been 26 human WNV cases, including 2 deaths, reported in Fairfax County.

This document reviews activities for 2011 and presents a surveillance plan for 2012 that will monitor mosquito populations to aid in minimizing the risk of WNV. The emphasis of the 2012 program will continue to be on surveillance, community outreach and public education, and a proactive larviciding program.

Mosquito Surveillance
The program is anchored by a strong surveillance component that will monitor mosquito populations during the 2012 mosquito season for possible increases in vector abundance and viral activity. Two new traps were introduced into the routine surveillance activities in 2008: the BG-Sentinel™ Trap and the Zumba™ Mosquito Trap, and based on the results obtained, these traps will be selectively incorporated into the regular surveillance activities. A third new mosquito trap, the Mosquitito Trap, was used on a limited basis in 2011. It is important to note that absolute high numbers of mosquitoes do not necessarily reflect high risk of human infection with WNV. Mosquitoes were collected during 3,864 routine trap periods in the 2011 season. A trap period was defined as 24 hours since some traps collected mosquitoes that were active during the day and others collected mosquitoes that were active at night. During the 2011 mosquito surveillance season, 106,492 mosquitoes were collected in all routine trapping activities. Of these 102,098 mosquitoes were tested in 4,940 mosquito pools (this includes mosquitoes collected in Fort Belvoir and mosquitoes collected outside of normal routine surveillance activities), and 124 were positive for WNV. The program responded to the flooding in the Huntington neighborhood in the Mount Vernon district in September 2011 and enhanced mosquito surveillance in this area after the flood.

Risk Communication, Community Outreach and Public Education
Fairfax County will continue to emphasize personal protection measures and mosquito and West Nile virus prevention and control. This is done through distribution of informational materials, media interviews, advertising, Web pages, presentations, and collaborations with community groups and homeowners associations. The program was a part of the County's response to the Huntington flood and provided information about

[1] Data to January 10, 2012 obtained from CDC web site on January 13, 2012.

mosquitoes, Mosquito Dunks (bacterial larvicides that homeowners can use), and mosquito repellent to the residents of the area and to the other first responders.

The seventh 18-month "Fight the Bite" calendar was produced in 2011. The calendar included colorful and creative graphics, captions, facts, figures, important dates, and helpful hints for backyard mosquito as well asd tick management, personal protection, and information about WNV and Lyme disease. The calendar also introduced a new superhero character named "Bite Buster". A third children's storybook was created and printed and distributed in various venues throughout the County. An agreement was made with the American Mosquito Control Association to make our outreach materials available beginning in Spring 2011 to other vector control programs and jurisdictions on a print-on-demand basis.

Human Case Surveillance

West Nile virus is one of 70 notifiable diseases and conditions in Virginia. The Fairfax County Health Department uses passive surveillance between November and June and active surveillance between July and October to monitor physician and laboratory reporting of WNV. The Health Department encourages physicians and laboratories to report cases of WNV by educating medical practitioners about the importance of reporting arboviral infections and by contacting key medical staff at hospital centers to inquire about the potential cases of WNV.

Reported WNV cases are classified as either West Nile fever or neuroinvasive WNV according to the case definition. In 2011, there was one case of WNV neuroinvasive disease in Fairfax County.

Environmental Considerations

Air temperature, photoperiod and rainfall affect mosquito development. As in previous years, these factors were monitored in 2011 to better understand the relationship between climate and vector-borne diseases.

Avian Surveillance

The number of dead birds reported to the County decreased in past years with a total of 83 dead birds reported in 2011. About 25 percent of the reported dead birds were crows. No dead birds were collected or tested for WNV in 2011. In 2012, FCHD will continue to ask citizens to report dead birds and may test selected birds for WNV if deemed necessary.

Source Reduction

The Fairfax County Health Department (FCHD) continued to promote source reduction (elimination of mosquito breeding sites) in 2011 through the outreach campaign. During 156 site visits and inspections, the Disease Carrying Insects Program (DCIP) educated

property owners and managers about the benefits of eliminating breeding sites and/or provided Mosquito Dunks®.

Larval Mosquito Control

Catch basins (CBs) are located throughout the County and are typically constructed to ensure proper rainwater drainage. However, they still hold water and can be important breeding sites for mosquitoes. During the 2011 season, a total of 105,193 CBs were treated over three treatment cycles. From May to October, all the catch basins in the Huntington neighborhood of the Mount Vernon district, which floods periodically, were treated on a weekly basis. In 2012, stormwater catch basins will be treated in programmed cycles aimed at reducing *Culex pipiens* mosquito populations, as has been done in previous years. The first cycle will begin in May 2012, and the number and magnitude of each cycle will be dependent on climatic factors and mosquito surveillance results. A new larvicide, Natular G will be used in the catch basins in 2012. In 2011, the program also responded to the flooding at Huntington in September 2011 by treating the area with a larvicide.

National Pollutant Discharge Elimination System (NPDES),Virginia Pollutant Discharge Elimination System (VPDES) and DCIP plan to employ the nine best management practices components of the Pesticide Discharge Management Plan (PDMP) as part of the operative VPDES permit

Operational Research

The Fairfax County Health Department conducts operational research and incorporates significant findings into routine actions. In 2007, FCHD looked into improved methods to collect mosquitoes and in 2008, based on the results obtained, introduced two new traps, the BG-Sentinel™ Trap and the Zumba™ Mosquito Trap, into the routine surveillance activities. Surveillance activities with these two traps were continued in 2009 and 2010. Based on these results, these traps were utilized again in 2011 and the BG-Sentinel™ Trap will continue to be incorporated into routine surveillance activities. Trapping results with new traps continue to be promising, particularly with respect to collecting WNV positive host-seeking mosquitoes. Both new traps were better than any other trap in collecting the Asian tiger mosquito. In 2010, we evaluated two new mosquito traps for their ability to collect the Asian Tiger mosquito and we tested different lure combinations in the BG-Sentinel mosquito trap. In 2011, we began using the Mosquitito trap in our regular surveillance. It will again be part of our trapping program in 2012.

Adult Mosquito Control

A timely response to surveillance findings can reduce the overall impact of WNV and prevent human disease. Consistent with Center for Disease Control (CDC), Virginia Department of Health (VDH) and Metropolitan Washington Council of Government (MWCOG) guidelines, FCHD will implement an appropriate level of response based on

surveillance data. The response levels range from a basic response level to a much heightened response (details are in the 2012 plan of action). In 2011, indicators were low enough not to warrant adulticiding. In 2012, mosquito species, habitat, weather, time of year and the proximity of infected mosquitoes to human populations will be considered in determining the necessity for adult mosquito control. Any use of adulticides will be under the direction of the County Executive and in coordination with any affected county, city or town within or adjacent to the treatment area.

II. Tick and Tick-Borne Disease Surveillance 2011 Report and Comprehensive Plan for 2012

Fairfax County began tick and Lyme disease surveillance in 2005 with a small pilot program. In light of significant results from the first year of tick surveillance, the DCIP implemented an enhanced surveillance program in subsequent years. In 2011, 22,826 ticks (including 1,519 black-legged (deer) ticks) were collected throughout the year using various techniques. This is compared to 2009 when 11,155 ticks (including 546 black-legged (deer) ticks) and 2010 when 22,245 ticks (including 1,590 black-legged (deer) ticks) were collected.

The tick identification service that the DCIP began offering the County residents resulted in the identification of 267 ticks, compared to 154 ticks identified in 2009 and 229 identified in 2010. Of the ticks identified 37 (13.9%) were deer ticks, compared to 33 (21.4%) in 2009 and 38 (16.6%) in 2010.

The DCIP established a contract with an external laboratory to test ticks for pathogens and to date 2,968 of 4,424 ticks comprised of five species have been tested compared to 1,909 in 2009 and 5,850 in 2010. The results show that the infection rate of *Borrelia burgdorferi* (the pathogen that causes Lyme disease) in deer ticks is high and other tick species harbor other pathogens.

As in previous years, tick surveillance and the tick identification service will be conducted by existing staff in the DCIP and will follow previously-established protocols. Tick pathogen testing will be performed by the contracted laboratory. In 2012, the program will continue its outreach activities as originally requested by the BOS in 2007.

In 2010, the DCIP began to collect ticks from three veterinarian's offices and the Fairfax County Animal Shelter. In July (the June collection), we found that our animal shelter tick jar had a large sample of an exotic tick, the Gulf Coast tick (*Amblyomma maculatum*). The follow-up investigation brought us to the I-66 transfer station where we encountered an established population of this tick. Analysis of the ticks showed that they were infected with a Spotted Fever Group *Rickettsia, R. parkeri*. In an effort to avoid having this tick population expand its distribution throughout the County, we worked with the County Wildlife Biologist and I-66 landfill staff to reduce the deer population of the landfill and the area was sprayed with an acaricide. Regular tick surveillance continued at this location throughout 2011. The DCIP worked with a

graduate student from Johns Hopkins University who routinely surveyed an area adjacent to the landfill during the summer of 2011 in an effort to determine if the tick had become established outside the landfill. Two acaricide applications were made at the I-66 transfer station in 2011.

I. West Nile Virus 2011 Report and Comprehensive Plan for 2012

Background

Public Health Impact

West Nile virus infection causes illness in approximately one-fifth of the people infected. The majority of those infected with the virus does not show any symptoms and may never know they were infected. Symptomatic individuals typically experience "West Nile fever," which includes a relatively mild fever, muscle aches, rash and headache. These cases are often undiagnosed and go unreported. A small percentage of infected persons develop a more significant illness such as meningitis, usually manifesting fever, headache and stiff neck; or encephalitis, which is accompanied with fever, headache and confusion or muscle weakness. Encephalitis, meningitis, and other WNV neuroinvasive illnesses require hospitalization and can be associated with prolonged recovery, disability, and even death. Post-hospitalization follow-up studies of WNV patients (University of Texas) indicate prolonged effects of the disease for up to three years, which may include personality change, depression or subsequent episodes of encephalitis. Treatment of West Nile virus infections is supportive since there is no specific drug that acts against the virus and, at present, no human vaccine available.

Primarily an infection of wild birds, WNV is transmitted by the bite of mosquitoes. The virus has been detected in over 60 different mosquito species nationwide to date according to the CDC. The virus appears to be maintained in house sparrows (*Passer domesticus*). Infected mosquitoes can transmit WNV to birds, humans, and other animals while taking a blood meal. After the virus is ingested by the mosquito, it passes though the stomach wall into the body cavity where it replicates and eventually invades the salivary glands. During blood feeding the mosquito injects saliva into the host and in this manner the virus is passed to the animal or human, at times, infecting these hosts.

Since WNV first appeared in the United States in New York City in 1999, it has expanded across the United States. To the end of 2011, there have been about 31,392[2] cases of WNV human illness in the United States reported to CDC, including 1,263 deaths. Virginia has reported 82 human cases with five deaths.

[2] Data to January 10, 2012 obtained from CDC web site on January 13, 2012, and is not the final report.

In Fairfax County WNV was first detected in 2000, when a single crow was found to be infected. In 2001, additional infected birds were detected and in 2002, the virus was found in birds, horses, mosquitoes and humans. Since 2002 there have been 26 human cases of WNV with two fatalities reported in Fairfax County. One neuroinvasive human case of WNV was reported in 2011 (Table 1).

Table 1. West Nile Virus Infections in Birds, Mosquitoes, Horses and Humans in Fairfax County, 1999 – 2009.

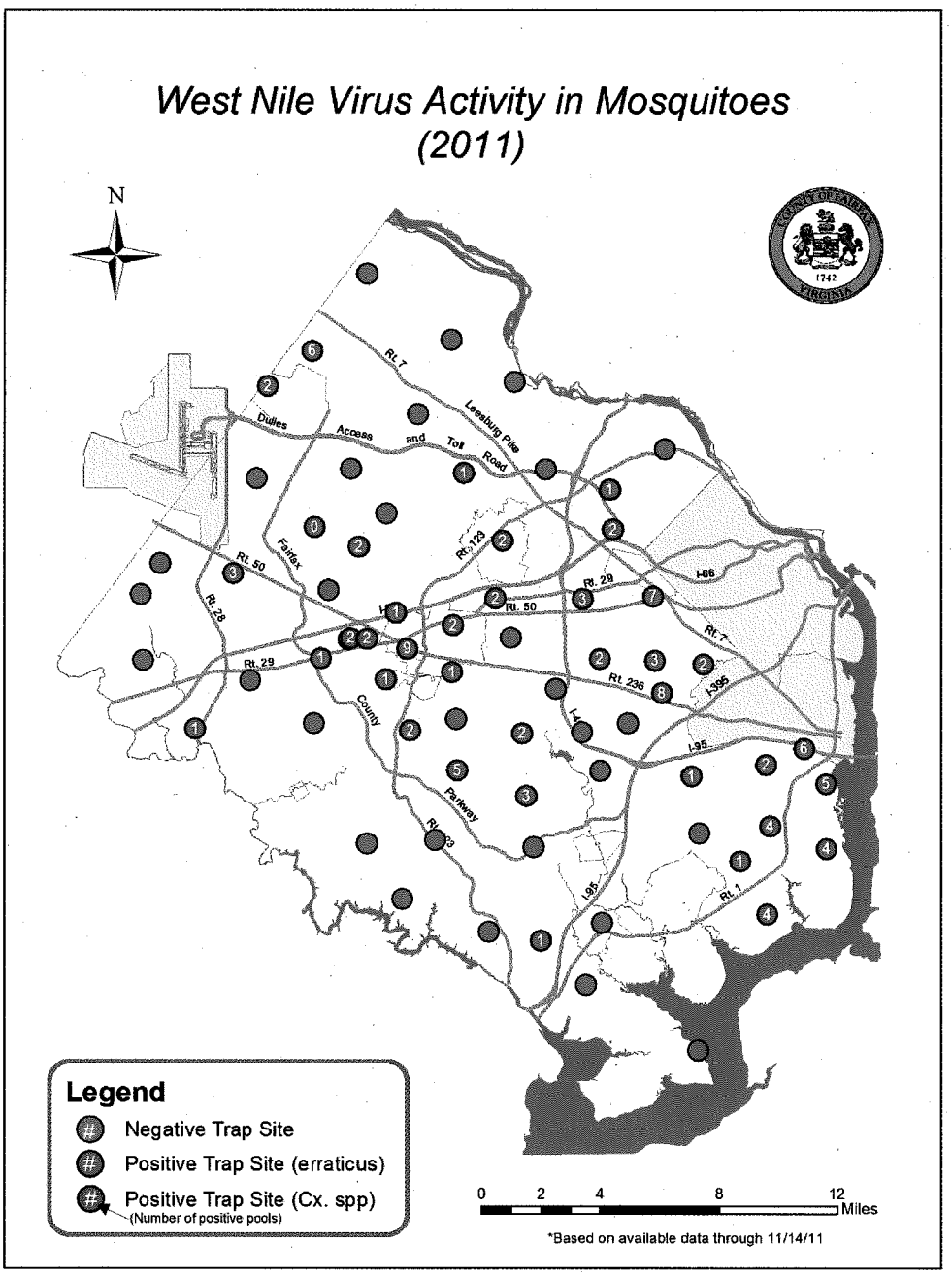
Year	Bird	Mosquito Pools	Human	Horse
1999	0	0	0	0
2000	1	0	0	0
2001	54	0	0	0
2002	70*	26	13/1**	3/1**
2003	15*	148	3/0**	2/1**
2004	3[&]	234	1/1**	0
2005	4[&]	33	0	0
2006	0[†]	167	3/0**	0
2007	0[†]	469	1/0**	0
2008	0[†]	414	1/0**	0
2009	0[†]	148	1/0	0
2010	0[†]	166	2/0	0
2011	0[†]	124	1/0	0

*Testing of birds was suspended after 70 positive birds were detected in 2002 and 15 in 2003.
** Cases / deaths.
[&]Limited (select) number of birds collected and tested.
[†]No birds tested.

In Fairfax County, *Culex pipiens, Culex restuans, Culex erraticus, Aedes albopictus, Aedes vexans* and *Anopheles punctipennis* are the species that have tested positive for WNV and would most likely transmit WNV to humans. *Culex pipiens* and *Cx. restuans* have been identified as the principal vectors by calculating mosquito infection rates from 2002 through 2011. The vector status of *Culex pipiens* is supported by the findings of A.M. Kilpatrick et al. (Consortium for Conservation Medicine) demonstrating that this species shifts its feeding preferences from birds to humans by seven-fold during late summer and early fall, coinciding with the dispersal of its preferred host (American robins, *Turdus migratorius*) and the rise in human WNV infections. This mosquito species prefers to lay its eggs in stagnant water rich in organic matter, such as that found in some storm water catch basins. Larvae will hatch from these eggs before turning into pupae and finally become adult mosquitoes.

In the 2011 routine mosquito season in Fairfax County, 91,699 mosquitoes were tested in 4,413 pools. Of the pools tested, 109 were positive for WNV (see map 1). During 2010, 92,728 mosquitoes were tested in 3,645 routine pools, of which 166 were positive. In 2011, only three species of mosquitoes (*Culex erraticus*, *Culex pipiens,* and *Culex restuans*) tested positive for West Nile virus. In previous years, three other

species have also tested positive for WNV in the County. During the 2011 season Fairfax County continued its comprehensive mosquito surveillance program, including 69 routine collection sites for a total of 3,864 trapping periods. We also had 24 trapping periods in response to mosquito complaints. As a part of the County's response to the Huntington Flood in September 2011, the DCIP provided enhanced adult mosquito surveillance in the area and 253 additional trapping periods were made in September and October. The response at Huntington generated an additional 501 pools, of which 15 were positive for WNV.



Map 1. West Nile Virus Activity in Mosquitoes, Routine Surveillance, 2011

Preparation and Planning for WNV in Fairfax County

The established, in-house surveillance system will continue to be the foundation of the Disease Carrying Insects Program. This will enable the FCHD to detect WNV and respond to any threat in a timely fashion.

The County is participating in a wide array of ongoing Integrated Mosquito Management activities and undertaking new initiatives to enhance WNV prevention and mosquito control and better understand the transmission dynamics of the virus.

Effective July 1, 2003, the majority of funding for the Fairfax County WNV program was moved to Fund 116 (The Integrated Pest Management Program Fund) giving it the resources necessary for stability and effectiveness by including the program in a special tax district.

Working with a contractor, the FCHD has monitored mosquito breeding sites in Fairfax County for eight years. These breeding sites will continue to be monitored in 2012 and treated with the biological larvicide VectoLex® (*Bacillus sphaericus*), as necessary, when mosquito breeding is detected.

To keep County residents informed, the FCHD constantly reviews and updates public information materials in English and other select languages. In order to meet the needs of ethnic groups in the County, key elements of these materials have been translated into Chinese, Farsi, Korean, Spanish, Urdu, and Vietnamese. Fact sheets, brochures, and posters discussing actions Fairfax County residents can take to reduce mosquito populations (by eliminating sources of standing water), as well as personal protection from mosquito bites, have been widely disseminated from 2003 to present. In 2011, a third children's book was prepared, published and distributed.

Interim Report and Action Plan by Activity

1. Community Outreach and Public Education

Goal: *To increase the public's knowledge about WNV, its consequences and mosquito control; to promote behavioral changes and to encourage the community to take an active role in reducing the risk of mosquito-borne diseases through preventive measures such as source reduction and personal protection.*

Background and Report on 2011 Activities

In 2011, the County continued to aggressively disseminate public information materials to encourage Fairfax County residents to eliminate and/or treat standing water around their homes and to reduce their risk of infection by avoiding mosquito bites. Most of the mosquitoes that bite around the house also breed and develop around the house, so

removing breeding sites, using repellent, and treating the property with an adulticide will help reduce human–mosquito contact. News releases and expert interviews with print and broadcast media were used to deliver prevention messages in English. Documents and brochures with the slogan "Fight the Bite" have been distributed through County Supervisors' offices, libraries, fairs, presentations, by mail and in some schools during the last seven mosquito seasons. Information has also been provided regarding the clinical spectrum of illness and prevention of WNV infection. In all of the WNV public information messages, the Health Department underscored the importance of eliminating standing water and personal protection against mosquito bites.

In June 2011, the DCIP presented its seventh 18-month calendar full of bright, colorful, and humorous graphics. The graphics in the calendar were accompanied by captions, facts, figures, important dates, and helpful reminders relating to West Nile virus, Lyme disease, prevention, and personal protection measures. Important behaviors such as cleaning gutters, emptying bird baths, filling depressions in the yard, and wearing insect repellent were strategically stressed throughout the calendar. General facts, local figures, and brief descriptions of the County's efforts were included to educate the public about basic mosquito biology and inform them specifically about mosquitoes and West Nile virus in Fairfax County. These calendars were distributed at DCIP events and to all Fairfax County fourth grade students through a collaborative effort with the Fairfax County Public Schools. By the end of the year, 20,000 calendars were distributed. Other jurisdictions have requested permission to use the calendar graphics and materials. Another 18-month calendar for 2012-2013 is in preparation.

The DCIP prepared a third children's book entitled "What's Bugging You? Mosquitoes and Ticks" as a means of presenting information on mosquitoes and ticks to parents and children. The author/illustrator was once again present with us at an outreach event to sign autographs as part of a "Meet the Author" activity.

A new brochure, "Mosquitoes, West Nile Virus and Repellents", was produced in 2011. The new brochure combined elements of three previously available brochures into one. This brochure has information on WNV, *Culex* and Asian Tiger mosquitoes, repellents, how to prevent mosquitoes at home, and what the Health Department does.

Many inquiries regarding WNV and mosquito breeding sites were received by the DCIP via direct telephone calls, e-mails, and a Web-submission form. The DCIP receives complaints directly via a new, dedicated phone line and the "Fight the Bite" e-mail address, which is the Fairfax County Health Department's dedicated WNV e-mail (fightthebite@fairfaxcounty.gov). The Web submission form routes messages directly to the Fairfax Inspection Database Online (FIDO) system. We made 156 house visits during the summer months helping people resolve their mosquito and tick problems.

Planned Activities for Risk Communication, Public Education and Community Outreach

Public outreach, information, and education are mainstays of the DCIP and will continue to be emphasized during the 2012 season. All materials will be reviewed and updated as needed and new materials will be prepared to better reach County residents. Key materials will continue to be distributed in Chinese, Farsi, Korean, Spanish, Urdu and Vietnamese whenever possible.

The FCHD, with assistance from the Office of Public Affairs (OPA), will be the lead agency on content for WNV publications, posters, etc. and will make this information available to all interested County agencies and pertinent jurisdictions. The County will continue to use the "Fight the Bite" theme during 2012.

Key Communication, Education and Outreach activities:

- Revise and update the DCIP Web page.
- Prepare a 2012-2013 18-month calendar.
- Promote Mosquito Control Awareness Week throughout the County.
- Distribute CDC literature on WNV
- Evaluate media strategies used in other areas of the country and incorporate them into the program as feasible.
- Beginning mid-April, key messages will be disseminated through news releases, interviews, and public service announcements. Most will aim to elevate the population's awareness of WNV and steps that individuals can take for personal protection.
- Prepare, proof, print, and distribute a fourth children's book on mosquitoes and ticks and the actions that can be taken to protect oneself against West Nile virus and Lyme disease.
- DCIP staff will work with OPA and the Board of Supervisors' offices to reach the constituents in each of the districts.
- Fairfax County Print Shop will be contacted to produce outreach and educational material, as needed.
- Brochures and other educational materials will be distributed at, by or through:
    - Fairs
    - Homeowners Associations
    - Civic Associations
    - Posters in public buildings
    - Clinic room aides and public health nurses (Schools)
    - Farmers Markets
    - "Fight the Bite" Web page (www.fairfaxcounty.gov/fightthebite)
    - HD/Community Health and Safety staff
    - Clinic and physician waiting rooms
    - Conferences and scientific meetings
    - Other distribution methods as available.
- During special events and through the Board of Supervisors' offices:

- Information about the use of Mosquito Dunks® and other larvicides will be presented to the community as an option for larval reduction, in areas where the "tip and toss" campaign cannot be implemented.
- Information about the use of repellents containing DEET, Picaridin, IR3535 or oil of lemon eucalyptus will be presented to the community as an option for personal protection against mosquito bites.

- If surveillance demonstrates potential human risk of infection with WNV, media messages will
  - Emphasize personal protection against mosquito bites using "Fight the Bite" recommendations.
  - Help Fairfax County residents ensure personal protection for themselves and family members.
  - Target traditional media outlets as well as community newspapers in multiple languages and in multiple neighborhoods.
- If the available surveillance data suggest imminent and substantial risk to human health and adult mosquito control is recommended, the FCHD will enhance its efforts to provide complete, timely, and accurate information on spray areas, spray schedule, and measures people can take to reduce exposure.
- Timeline of Activities:
  - Throughout the year, as necessary, the County will prepare and provide WNV-related media stories.
  - From June to October 2012, as determined by mosquito and WNV activity, the "Fight the Bite" campaign to prevent infection by reducing mosquito bites will be intensified.
  - Throughout the year outreach activities will be implemented as the need demands.
  - New materials will be prepared or acquired to target specific issues or groups for WNV information and protection.
  - During winter months (2012-2013), the DCIP will review and update all outreach materials and prepare new material as needed. Material will be printed and prepared for distribution to targeted groups.

2. Human Case Surveillance

Goal: *To promptly detect, investigate, and report cases of human WNV disease to enable timely implementation of prevention and control measures to prevent further cases, if indicated; to assess and document the public health impact of WNV disease in Fairfax County.*

Introduction and Report of Previous Activities

In 2011, the Fairfax County Health Department (FCHD) continued to use a system of enhanced passive surveillance to detect cases of WNV disease. FCHD also continued efforts to identify suspected WNV cases with higher risk of non-vector borne disease transmission, including individuals who had recently received or donated blood products or organs, and nursing or pregnant mothers.

Arboviral infection, including infection with West Nile virus, is one of more than 70 reportable diseases and conditions in Virginia, and physicians are required to report all suspect cases to local health departments (including FCHD). In addition to physician reports, FCHD also receives reports of suspect cases of arboviral infection from commercial laboratories, hospitals, the Division of Consolidated Laboratory Services (DCLS), and the Virginia Department of Health Office of Epidemiology.

All suspect cases of arboviral disease reported to FCHD are investigated. Suspect cases meeting the clinical criteria for West Nile neuroinvasive disease or West Nile fever with laboratory evidence of recent infection are classified as "confirmed" or "probable," depending on the strength of the supporting laboratory evidence. Cases of arboviral disease are classified either as neuroinvasive or non-neuroinvasive (West Nile fever) according to the following clinical criteria:

Neuroinvasive disease

- Fever (≥100.4°F or 38°C) as reported by the patient or a health-care provider, AND
- Meningitis, encephalitis, acute flaccid paralysis, or other acute signs of central or peripheral neurologic dysfunction, as documented by a physician, AND
- Absence of a more likely clinical explanation.

Non-neuroinvasive disease (West Nile fever)

- Fever (≥100.4°F or 38°C) as reported by the patient or a health-care provider, AND
- Absence of neuroinvasive disease, AND
- Absence of a more likely clinical explanation.

Whenever possible, serological and/or Cerebral Spinal Fluid (CSF) specimens from suspect arboviral cases are forwarded to DCLS for laboratory confirmation. Patient information and laboratory data is shared between the VDH Office of Epidemiology and FCHD in person, via telephone or via fax to facilitate case surveillance and timely reporting of laboratory results to FCHD. Results reported to the FCHD about residents of other districts are forwarded by fax or mail to the appropriate local health department (in VA and the DC metro area) or state health department (for out-of-state residents). When laboratory results are negative, a report is sent to the original collecting physician. When laboratory results are equivocal, the collecting physician is notified and a convalescent sample may be requested. When laboratory results are positive, the collecting physician is notified and a convalescent serum sample may be requested, if needed for case confirmation. Positive results are investigated and assigned a PIN number in AVATAR (an FCHD database). In addition, positive results are entered into the Virginia Electronic Disease Surveillance System.

Cases of West Nile Virus Disease in Fairfax County in 2011
In 2011, one confirmed human case of WNV disease was identified in Fairfax County. This case met the criteria for neuroinvasive disease.

Please note that this case data is subject to change as 2011 cases are finalized during the first several months of 2011.

Planned Surveillance Activities for WNV
In 2012, FCHD will continue to implement a system of enhanced passive surveillance for human arboviral infection, including WNV disease. FCHD will use the 2011 Centers for Disease Control and Prevention/Council of State and Territorial Epidemiologists case definition. If deemed necessary, active surveillance will be instituted based on the results of passive human case surveillance, mosquito surveillance, and any changes in the epidemiology of WNV disease in surrounding counties or in the state.

As in 2011, enhanced passive surveillance will have two main components:

1) *Educating the medical community.* The FCHD will work to maximize physician reporting of WNV disease by: raising awareness within the medical community of the importance of reporting suspected infection, educating hospital infection control personnel and physicians on the criteria for reporting cases, and providing instructions for submission of appropriate laboratory specimens.

   FCHD will continue to encourage physicians to:
   - Consider arboviral infection in patients hospitalized with encephalitis of unknown etiology, particularly during the peak months of mosquito activity and viral amplification (July-October);
   - Consider WNV in suspected cases of Guillain-Barre syndrome, botulism, and muscle weakness or flaccid paralysis; and
   - Determine if there is a history of donating or receiving blood or organs or if the patient is pregnant or breast-feeding when WNV infection is diagnosed.

   As in 2011, testing for WNV will be performed by DCLS. FCHD will continue to work with health care providers to ensure that appropriate specimens are submitted for testing.

2) *Laboratory surveillance.* The FCHD will continue to investigate reports of sero-positive cases of arboviral infection submitted by commercial laboratories, hospitals, physicians, Division of Consolidated Laboratory Services (DCLS), and the Office of Epidemiology. FCHD will ensure that hospitals and laboratories are aware of the latest surveillance criteria, and have the information and materials necessary to forward diagnostic specimens to DCLS.

FCHD will also continue to encourage both physicians and laboratories to complete all

essential information on the laboratory submission forms. Accurate interpretation of serological findings requires knowledge of the patient's clinical history.

Additional Surveillance Activities for WNV

Given evidence suggesting the potential for non-vector borne WNV transmission, FCHD will continue to determine if any human cases of probable or confirmed WNV infection:

- Received an organ transplantation or blood transfusion within the four weeks prior to illness onset, or acted as a blood donor during the two weeks prior to illness onset;
- Are pregnant or breast-feeding mothers; or
- Resulted from occupational exposure.

The VDH Office of Epidemiology will be notified in a timely fashion of any potential non-vector borne WNV transmissions. A trace-back investigation of transplant or transfusion cases would involve the CDC and the Food and Drug Administration (FDA).

Please note: This Human Case Surveillance Plan may be updated, as needed, to reflect local surveillance needs, resources, or changes to guidelines from the Virginia Department of Health or the Centers for Disease Control and Prevention.

3. Mosquito Surveillance

Goal: *To maintain a sustainable surveillance program to monitor vector mosquito populations and their WNV infection rates, as well as other associated factors that will allow the program to minimize the risk of potential WNV transmission to humans.*

Background and Report on 2011 Activities

It is important to note that absolute high numbers of mosquitoes do not necessarily reflect high risk of human infection with WNV. High mosquito counts, even if the mosquito species involved may bite humans, are usually from large broods of floodwater "nuisance mosquitoes" such as *Psorophora* sp., which are less important than *Culex* or *Aedes* mosquitoes in WNV transmission. Fortunately, the Northern house mosquito, *Culex pipiens* (the principal WNV vector), feeds much less frequently on humans than *Ae. vexans* or *Ae. albopictus*.

Based on our initial operational research results from 2007, we included 21 Zumba traps and 21 BG-Sentinel traps in our routine 2008 to 2010 surveillance program to further evaluate their performance. Both traps types were superior to the CDC (host-seeking) trap that we routinely use. These new traps were particularly effective in collecting *Culex* mosquitoes as well as *Aedes albopictus*, the Asian tiger mosquito. We continued using the BG-Sentinel and Zumba traps in 2011. An operational research project in 2010 indicated that another new mosquito trap, the Mosquitito, was also effective at collecting both *Culex* mosquitoes and the Asian tiger mosquito. We used the Mosquitito trap at 10 routine trap sites in 2011.

In 2011 a total of 95,394 mosquitoes were collected over 4,113 trap-days. The FCHD tested 3,658 samples (pools) (which included 92,806 mosquitoes) for WNV testing and 166 of those pools were positive. From this information the DCIP was able to determine that the Maximum Likelihood Estimate (MLE), or infection rate, of *Culex* mosquitoes ranged from zero to 20.86 per 1,000 mosquitoes during the season (Figure 1).

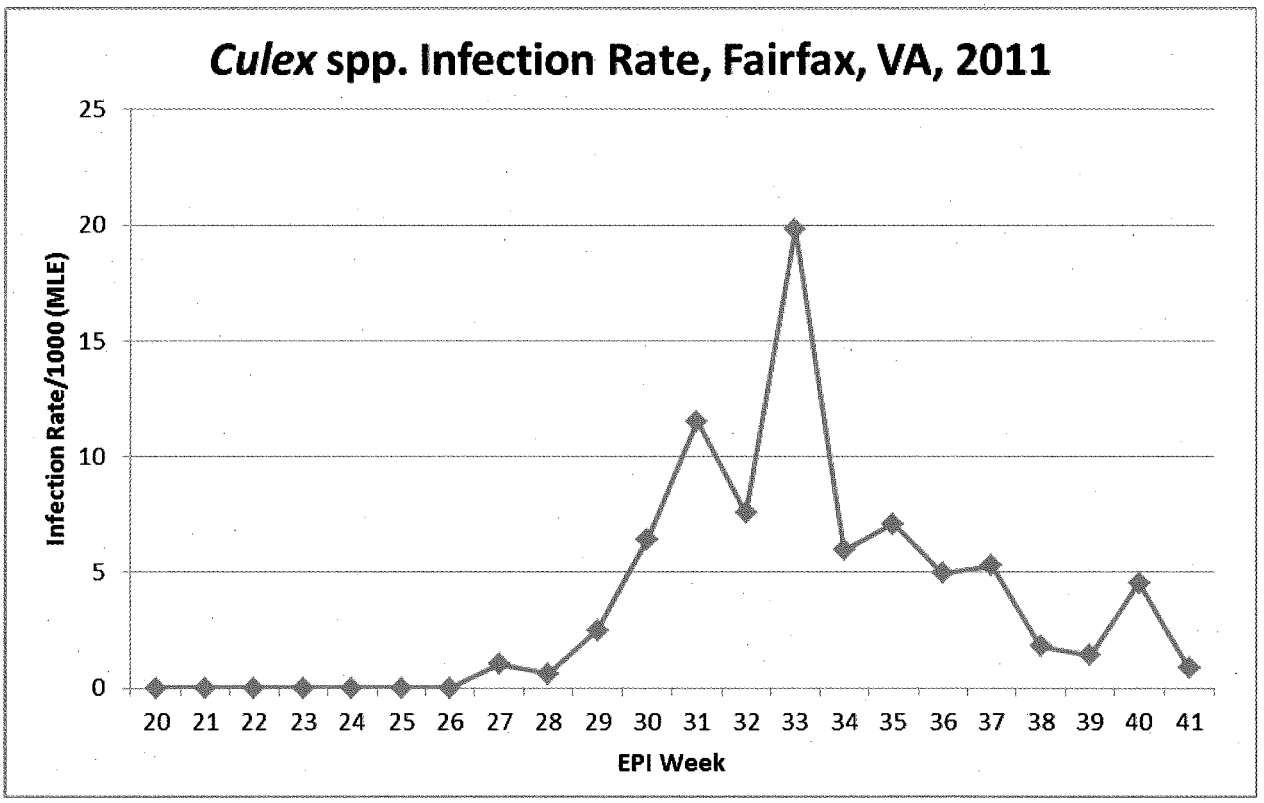


Figure 1. Maximum Likelihood Estimates of West Nile virus infection, per 1,000 mosquitoes, in *Culex* mosquitoes found in Fairfax County, 2011.

The first WNV positive mosquito was collected in week 27 (early July) and the peak infection rate was seen in week 33 (mid August). The virus was active throughout the rest of the surveillance season to week 41 (mid October). The observed infection rates were comparable to those seen in 2004, 2006, 2007, 2008, and 2010, all higher than those seen in 2005 and 2009.

The infection rate in *Culex erraticus*, the only other mosquito found infected in 2011 was low (2.05 per 1,000) and only was seen in week 31 (early August).

In Fairfax County, catch basins and artificial containers appear to be the preferred breeding site for *Cx. pipiens*, while above ground pools of stagnant water are the preferred breeding sites for *Cx. restuans*.

After the floods in the Huntington area of the County in 2006, we continued mosquito surveillance in the area through 2011. The results have at times shown high mosquito densities with high WNV infection rates in various mosquito species. Catch basins in the Huntington area were treated weekly with a larvicide. In 2011, the Huntington area flooded after a period of heavy rainfall in early September. Enhanced surveillance began within days of the flooding and larvicide was applied to the flooded areas. As in other years, larvicide will be applied to the Huntington area in 2012 in the event of a heavy rainfall.

The Asian tiger mosquito (*Aedes albopictus*) was again the source of the majority of mosquito-related complaints received in 2011. This mosquito is an aggressive, persistent biter that can be found in large numbers around residences. Several factors contributed to the presence of *Ae. albopictus* around these homes; however, the presence of black corrugated pipes at the end of the downspouts from the roof gutters, even when placed underground, seemed to be a key source of the problem. Most of these corrugated pipes do not drain properly or adequately and they retain water throughout the season, thus providing great mosquito breeding habitat. Furthermore, the large number of foreclosed houses in the County increased the number of breeding sites around houses and equally increased the complaints due to *Aedes albopictus.*

In 2011, the FCHD continued to monitor and identify mosquito breeding sites throughout Fairfax County and treated with a larvicide the sites that contained mosquito larvae. The five year database of breeding sites will continue to serve as a guide to inspect and treat the breeding sites in the County on a monthly basis during 2012.

In previous years, mosquito testing for arboviruses via RT-PCR had been performed by the Virginia Division of Consolidated Laboratory Services (DCLS). In 2009, the DCLS announced that they would no longer test mosquitoes. A suitable replacement laboratory that could handle the large volume of mosquito pools generated by the FCHD mosquito surveillance system could not be found, so testing was brought in-house. The DCIP researched options and decided to use the commercially available, desktop RAMP (Rapid Analyte Measurement Platform) testing system as a way to screen mosquito pools. If a tested mosquito pool yielded a reading of 30 RAMP Units or more, it was sent out for confirmation by RT-PCR in another facility. Beginning in 2012, the FCHD Laboratory will perform RT-PCR testing to detect WNV in mosquitoes. However, the RAMP system may be used if the need arises.

Fort Belvoir continues to carry out regular mosquito surveillance activities and the mosquitoes are being tested by the County and incorporated into the data set.

<u>Planned Activities for Mosquito Surveillance</u>
FCHD mosquito surveillance activities for 2012 are as follows:

- Continue to conduct mosquito surveillance at approximately 70 trap sites throughout the County plus those in Ft. Belvoir.

- Associate mosquito trap data with risk factors to assess how to predict human risk and refine "triggers" for mosquito control activities.
- Sort each trap collection by mosquito species and record information on location, collection data, trap type and the total number of female mosquitoes and test mosquitoes for WNV.
- Re-evaluate trap sites to be used during the 2012 season to ensure homogeneous coverage of the County and best trap efficiency.
- Conduct additional adult mosquito trapping in areas where conditions suggest a public health threat. This will help determine zones of potential local transmission and determine the extent of viral activity thus guiding interventions.
- Conduct additional mosquito trapping to evaluate the efficacy of control measures in the event that pesticides are applied for adult mosquito control.
- Increase trapping efforts in areas where surveillance indicators suggest an increase in WNV activity.
- Continue to use new traps and products, particularly those that will enhance mosquito surveillance or capture species that are not readily collected by other traps.
- Continue to evaluate new traps and products (attractants, baits, etc.), particularly those that will enhance mosquito surveillance, capture species that are not readily collected by other trapping methods (i.e. *Aedes albopictus*) or collect WNV vector species more efficiently.
- Ensure adequate routine inspection of suspected breeding sites to determine the presence of larvae.
- Collect and update larval habitat information throughout the season (May-October) and treat sites that produce mosquitoes.
- Work with the FCHD Laboratory to ensure that mosquito testing is performed in a timely manner so that a response, if necessary, occurs in a timely manner.
- Respond to residents' concerns regarding mosquitoes in a timely manner.
- Share information in a timely fashion with the contractor, county agencies and neighboring jurisdictions regarding sites needing larvicide, as appropriate.

4. Environmental Considerations

Goal: *To monitor environmental factors (temperature, rainfall, and photoperiod) to correlate with surveillance results and WNV circulation to determine those factors that may influence WNV transmission.*

Background and Report on 2011 Activities

It is apparent that some of the factors associated with WNV transmission are temperature, rainfall, and photoperiod (day length). Cooler temperatures prolong the development of the virus in the mosquito, requiring a longer period for mosquitoes to become infective. Lower temperatures also prolong the larval development of mosquitoes, keeping them in breeding sites as immature larvae for longer periods of time. Frequent and abundant precipitation also creates a flushing effect of catch basins and other breeding sites, washing out mosquito larvae that may be present, but in the long run create more breeding sites for mosquitoes.

While climatic factors can't be controlled or modified, monitoring them will help understand their effect on mosquito-transmitted diseases. In 2012, the FCHD will continue to monitor climatic factors, in order to be able to correlate them with either disease or mosquito abundance.

Planned Activities for Environmental Considerations

- Continue to monitor climatic factors in 2011, and correlate them with both disease and mosquito abundance.
- Official (NOAA) weather data will be collected from weather stations at Ronald Reagan Washington National Airport and Washington Dulles International Airport on a daily basis and recorded electronically.
- Weather trends will be monitored and correlated with surveillance information to help predict mosquito population variation, viral activity, and human infection.
- As necessary, site-specific temperature data will be collected using an environmental data logger.

5. Operational Research

Goal: *To carry out designed experiments in a scientific manner which will answer specific operational questions that will allow us to better understand mosquito ecology, distribution and mosquito-borne illnesses.*

Background and Report on 2011 Activities

No operational research projects were undertaken in 2011.

Planned Activities for Operational Research

- Test selected mosquito species for resistance to commonly-used pesticides.
- In collaboration with the Centers for Disease Control and Prevention (CDC) from the Dengue Branch in San Juan, Puerto Rico, test a recently developed autocidal gravid ovitrap for its effectiveness in collecting *Ae. albopictus*.
- Change the color of the body of the BG Sentinel trap to see if different colors would affect the trap's attractiveness to mosquitoes.

6. Avian Surveillance

Goal: *To use avian mortality records and WNV infection in birds as an additional indicator of WNV activity in Fairfax County to help predict the spread of the virus before the onset of human illness.*

Background and Report on 2011 Activities

While many species of birds have tested positive for WNV in the past, crows and blue jays have been particularly susceptible to the disease and are readily identified by the public.

In 2011, the number of dead bids reported was 83, fewer than the number reported the previous years (Figure 2). No birds were tested for WNV.

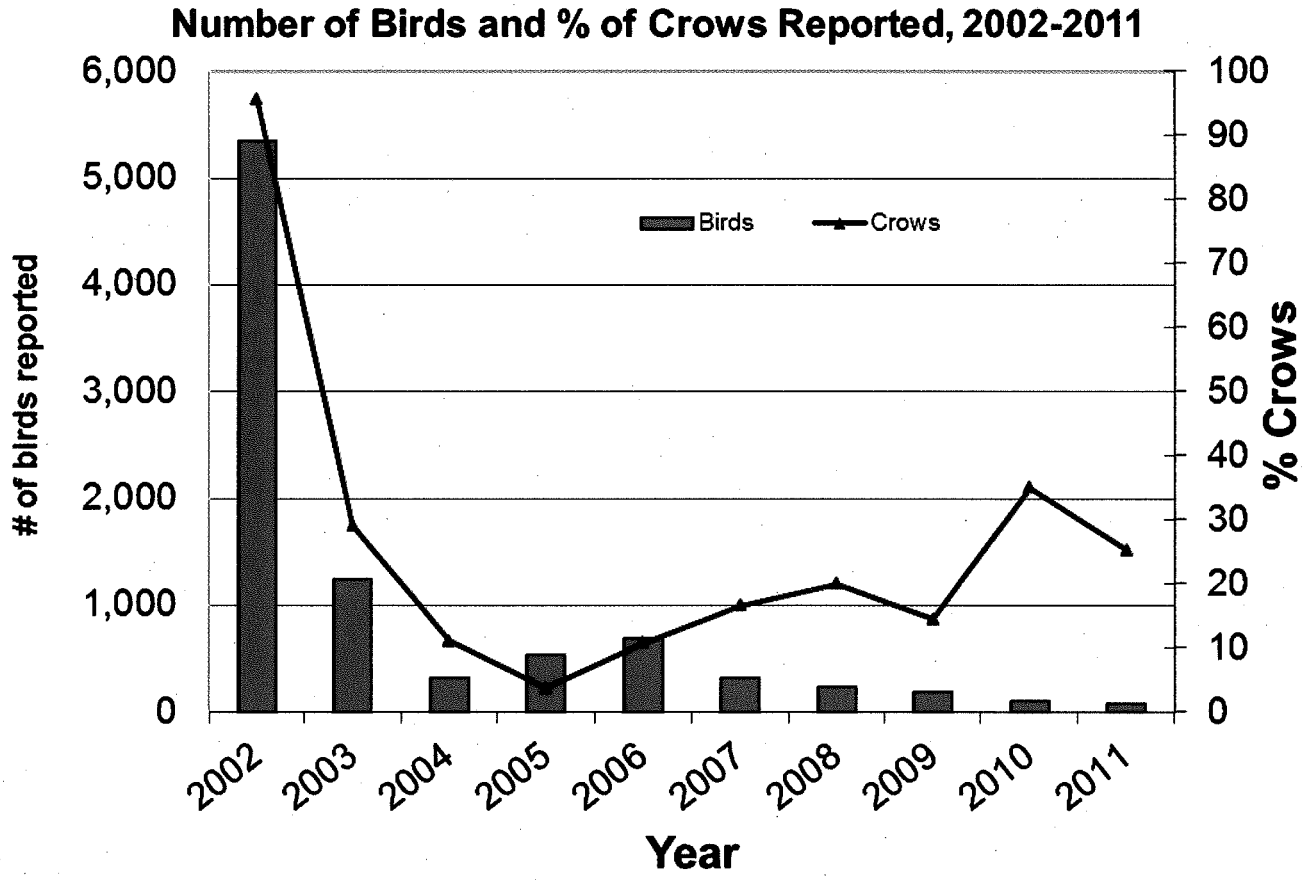


Figure 2. Number of dead birds reported and percentage of these that were crows from 2002 to 2011 in Fairfax County.

Data collected since 2002 indicates a sharp decline in the number of dead bird reports to the FCHD. The greater part of this decline is due to the complacency in reporting by the community since birds are no longer tested for WNV and we rely on a passive reporting system, and the County's shift to a mosquito-based surveillance system.

The percentage of dead crows reported in 2011 (25.3%) is lower than last year, but higher than that reported in the previous seven years possibly because of the low number of birds reported and the large size of the crows which makes them stand out. Although crows initially served as early indicators of WNV activity in the County, they are not useful in this capacity at present but may be an indicator of virus circulation.

The RAMP® System for WNV detection in mosquitoes also provides the capability to test dead birds for WNV if the need arises.

Planned Activities for Avian Surveillance

- As in 2011, FCHD will continue to monitor dead birds reported by the public through the call-in phone line 703-246-8931, TTY 711, by e-mail (FightTheBite@fairfaxcounty.gov), or through the County's Web page www.fairfaxcounty.gov/fighthtebite.
- Reported dead bird information will be used by the FCHD to enhance its disease surveillance program, even if the bird is not picked up.
- Clear public messages regarding bird testing and disposal will continue to be disseminated by all possible means.
- Throughout the year the FCHD will geocode and map dead birds as they are reported. Mapping will be done for all birds and for corvids, as well as any WNV positive birds. These maps will show geographical groupings of dead birds. This data will be compared to other WNV surveillance and control events.
- An appropriate sample of dead birds, especially crows and blue jays that have died within the previous 24 hours, may be tested for WNV.

7. Source Reduction (elimination of standing water)

Goal: *To reduce the number of adult mosquitoes by eliminating potential mosquito development sites.*

Background and Report on 2011 Activities

All mosquitoes begin their life in water. *Culex pipiens* and *Culex restuans*, the primary vectors of WNV in Fairfax County, and the Asian tiger mosquito (*Aedes albopictus*) are three mosquitoes commonly found in urban areas. The *Culex* mosquitoes breed quickly and lay their eggs on standing water. The Asian tiger mosquito is the primary nuisance and main backyard mosquito in the County and usually appears later in the summer. It lays its eggs in artificial containers around homes. Prime sites for all these mosquitoes to develop include discarded tires left outdoors, poorly maintained bird baths, clogged rain gutters, poorly maintained swimming and plastic wading pools, pots, black corrugated drain pipes (even if placed underground) and puddles that last for a week or more. Eliminating these sites is the simplest and most effective way to reduce the number of mosquitoes. Every residential and commercial property owner should regularly inspect their property and buildings to determine if conditions are conducive to mosquito development and endeavor to eliminate those conditions. Mosquito development can be prevented by either eliminating the standing water (source reduction) or treating the water with larvicide to prevent mosquitoes from growing, if source reduction is not possible.

The County's WNV community outreach, information, and public education campaign highlights the need for residents to eliminate mosquito-breeding sites around their

homes. Diagrams of potential sources around the home were described in multiple media events and languages as well as on the WNV Web page.

In 2011, the DCIP assisted residents in 156 complaints. Most of the mosquito complaints were related to the Asian tiger mosquito. Many complaints were associated to foreclosed houses and abandoned swimming pools.

In 2012, the DCIP will continue to receive complaints from residents regarding standing water and mosquito development sites throughout the County and take the appropriate action to abate them.

Planned Activities for Source Reduction

- The DCIP will work with homeowners' associations to promote community participation and distribute printed information on the need to eliminate mosquito-breeding sites on their property or to properly treat them with larvicide.
- The telephone line (703-246-8931, TTY 711) will continue to receive complaints on mosquitoes and standing water.
- Complaints will be logged in the FIDO system and addressed by the health inspector.
- County residents will be asked to eliminate standing water on private property or to report standing water to (703-246-8931, TTY 711), if it is on public property.
- The FCHD will communicate with owners or managers of cemeteries, country clubs, and other institutions of concern to develop a plan that addresses the abatement of standing water.
- The FCHD will work closely with the Department of Public Works and Environmental Services (DPWES) on mosquito problems in storm water retention/detention ponds.
- FCHD will route mosquito issues in roadside canals and blocked catch basins to the Virginia Department of Transportation (VDOT).
- In collaboration with Fairfax County Public Schools, mosquito populations will be monitored and controlled on the school campuses in the County.

8. Larviciding

Goal: *To reduce the number of* Culex *mosquitoes by applying environmentally safe larvicides in breeding sites that cannot be drained.*

Background

Catch basins (CBs), also called storm sewers or storm water catch basins are located throughout the County. Catch basins usually drain well and do not present an opportunity for mosquito breeding; however, some (particularly those in older communities in the County) may have structural problems or may be partially blocked, retain water and produce excellent breeding sites for *Culex* mosquitoes. The exact number of CBs in the County is unknown, but it is estimated there are over 100,000. Based on WNV data from previous years, the FCHD worked with a contractor and began treating CBs proactively, in predetermined areas of the County. The larvicides that will be used are Natular-G (contains the active ingredient spinosad, a product

derived from a naturally-occurring soil bacterium) and/or VectoLex® (*Bacillus sphaericus*, a naturally-occurring soil bacterium that produces toxins which cause death in mosquito larvae). Both of these products are considered ideal for mosquito management because they only affect mosquitoes and one other type of biting fly, and because of their very low toxicity to other organisms. During the 2011 season 105,193 CBs were treated in three treatment cycles. The number of CBs treated in a season is dependent on several factors, including weather, degree of viral activity, resources, etc. In addition to the routine monthly CB treatments, all the catch basins in the Huntington area were treated once a week to lower the *Culex* population.

Dr. Roger Nasci (CDC) has stated, "[WNV] programs with the most intensive larviciding had proportionally fewer human WNV cases." Dr. Linn D. Haramis, (Illinois Department of Health), indicated that Cook County programs with the most intense larviciding programs had proportionately fewer WNV cases. Dr. Ned Walker, (Michigan State University), noted that in Michigan, the infection rate in mosquitoes was four per 1,000 in areas with catch basin control and 28 per 1,000 in areas without such control activities. Even though this data is not conclusive, it strongly supports CB larviciding at least until WNV transmission and factors affecting it are better understood.

Planned Activities for Larviciding

- The DCIP is planning three larviciding cycles in 2012. If needed, an additional cycle will be conducted.
- The Huntington (Cameron Run Park) area will be treated with a larvicide as necessary early in the season as an effort of reducing the mosquito populations.
- The Huntington area CBs will be treated on a weekly basis due to the tidal effect.
- The first round of CB treatments will begin in mid-May and will follow the programmed CB treatment order in the County tax map areas treated in 2011.
- The second and third rounds of treatment will follow the pre-established order.
- The DCIP will purchase sufficient larvicide for the FCHD and Fund 116 staff to treat larval development sites, as necessary, to abate immediate problems.
- The FCHD will inspect and larvicide the previously identified larval development sites.
- The FCHD will work in collaboration with the DPWES in the surveillance and larviciding of stormwater detention/retention ponds.
- The FCHD will verify WNV control and mosquito management plans of action through the regular meetings of the Mosquito Surveillance Management Subcommittee (MSMS).
- The FCHD will continue to monitor CBs outside the treatment area and treat them, as necessary.
- Comply with the NPDES and VPDES and implement the DCIP plan to employ the nine best management practicecomponents of the Pesticide Discharge Management Plan (PDMP) as part of the operative VPDES permit as stated at the end of Appendix 1.

8. Adult Mosquito Control

Goal: *To reduce the abundance of infected adult mosquitoes through the judicious use of pesticides in targeted areas when there is significant risk of mosquito-borne disease.*

Background and Report on 2011 Activities

While source reduction and the application of larvicides are the principal and most effective interventions to reduce mosquito populations, situations may arise in which infected adult mosquitoes are present in significant numbers and pose a threat to human health. In these situations, judicious application of adulticides to control mosquito populations will be added to all other mosquito control activities as an additional measure to reduce risk of illness and death in humans. WNV guidelines from CDC state that adulticiding based on surveillance data is an extremely important part of any integrated mosquito management program and should be used when there is significant risk of human illness.

Some of the insecticides that are used against adult mosquitoes include synthetic pyrethroids and malathion (an organophosphate) that have been used for more than 30 years and are registered by the U.S. Environmental Protection Agency and the Virginia Department of Agriculture for adult mosquito control in residential areas. These insecticides provide a rapid knockdown, killing adult mosquitoes upon contact. They also have low toxicity to mammals and birds, degrade rapidly in sunlight and water, and provide little or no residual activity.

There are two principal strategies in adulticiding that can be employed in mosquito control. One is to produce tiny droplets of insecticide from a machine (frequently mounted on a truck or aircraft) in such a way that a cloud of insecticide is produced. In this method, called Ultra Low Volume (ULV), the effect of the insecticide lasts a very short period of time and will only kill those mosquitoes which come in contact with these tiny droplets. A second strategy, called barrier spraying, is to lay down a thin, residual coat of insecticide on vegetation or man-made structures. In this case, the insecticide lasts for a longer period of time and will kill any mosquito that comes into contact with the insecticide during the time that it is active.

In the event that ULV adulticiding is necessary, the FCHD will define the areas in the County where risk of WNV infection to humans is highest and which requires such action. Drivers and trucks from the contractor will be escorted down streets and roadways by police and will apply adulticide to the defined areas.

All adulticiding activities will be conducted under the direction of the County Executive and in consultation with MWCOG and the VDH, and in coordination with any affected county, city or town within or adjacent to Fairfax County.

Mosquito species and habitat, weather, time of year, the presence of the virus and the proximity of infected mosquitoes to human populations will be considered in determining the necessity for adult mosquito control. If the application of adulticides becomes necessary, the FCHD will provide advance notice to the public and health care providers in affected areas.

Prior to 2005, even in the years when there were human WNV cases, the use of insecticides against adult mosquitoes had not been indicated by the surveillance program. In 2005, 2006, and 2007 it was determined that it would be necessary to apply a barrier spray in an area where the surveillance program showed high WNV activity in the mosquitoes. Subsequent surveillance data showed that the barrier spray reduced the vector index, thus lowering the risk of WNV to humans in the area. All activities were conducted under the direction of the County Executive, and all of the residents in the affected areas were notified before treatment by hand-delivered letters. None of the human cases reported in Fairfax County were from these areas. In 2011, no adulticiding for mosquitoes was deemed necessary.

At a minimum, the following factors will be considered when deciding the scope of the adulticiding effort:

- The general ecology of the area, e.g., key habitat types and the presence of natural barriers such as large rivers.
- The population composition, density, distribution, flight range and age structure (proportion of parous females) of the target mosquito species.
- The human population characteristics – spatial distribution and density relative to the positive locality (e.g. urban vs. rural), age demographics, etc.
- Evidence of persistent WNV activity detected by the surveillance program, season of the year, and how long WNV activity can be expected to persist until the epizootic/epidemic vector(s) enter diapause.

Planned Activities for Adult Mosquito Control

The presence of mosquito-borne pathogens in Fairfax County will result in one or more responses or interventions recommended by the FCHD. These interventions can range from continuing existing surveillance, education, and outreach to the affected population to the targeted application of adulticides.

The FCHD will utilize its surveillance data to assess the risk of an outbreak of human disease and the need to apply insecticides in a limited and targeted area to control adult mosquitoes. Vector considerations include level of documented virus, the distribution and the density, age, and infection rate of the vector population. Other factors must also be considered before insecticide is used. Environmental considerations include habitat, time of year, weather conditions. The density and proximity of human populations are also considered before adulticide is used. Because these conditions can vary greatly and cannot be predicted, a consultation process with VDH, CDC and surrounding

jurisdictions will be used to determine which, if any, responses are appropriate, on a case-by-case basis.

If adulticides are used to control mosquitoes, advance notification will be disseminated to surrounding residents indicating when and where the insecticides will be applied. This allows residents who wish to avoid exposure to take necessary actions and precautions. The Virginia Poison Control Center, area hospitals, and health care providers will be provided information on the pesticide being used. All insecticides considered for use are registered with the U.S. Environmental Protection Agency and the Virginia Department of Agriculture and will be used according to the label directions. When choosing pesticides for mosquito control, preference will be given to those insecticides that pose the least risk to humans and the environment.

In order to categorize the use of adulticides in Fairfax County, any responses initiated by the FCHD can be grouped into six broad categories or levels of risk. These levels are tailored after those of CDC, yet are modified to specifically reflect Fairfax County's position based on previous findings.

Level 0
Definition: Fall/winter; vector inactive, climate unsuitable for WNV transmission.

Response: Prepare material and equipment for the upcoming WNV season. Surveillance and control programs continue as outlined in the County's Surveillance and Control Plan. Identify locations where source reduction activities can be applied; secure surveillance and control resources necessary to enable response to WNV activity; initiate community outreach and public education programs; enhance communication with surrounding jurisdictions; recruit and train new staff; communicate with and educate large property owners of the importance of source reduction in areas such as cemeteries, golf courses, country clubs; communicate status of WNV activity to Director of the Health Department, the Board of Supervisors and the public, as the WNV season starts.

Level 1
Definition: Spring/summer/fall; anticipating WNV activity based on previous activity in region. No current surveillance findings indicating WNV activity in the area.

Response: Respond as in level 0, plus: continue and enhance source reduction; conduct larval control in identified breeding habitats where source reduction is not possible (emphasis will be placed on known *Culex* species breeding sites); continue community outreach and public education; begin monitoring avian mortality; work with other County departments on source reduction and mosquito control activities; initiate catch basin treatment rounds.

Level 2
Definition: Spring/summer/fall; initial, sporadic or limited WNV activity in birds and/or mosquitoes.

Response: Respond as in level 1, plus: increase larval control activities; continue source reduction in cooperation with other County departments; and increase public education, emphasizing personal protection measures, particularly the use of products containing DEET, Picaridin, IR-3535 or oil of lemon eucalyptus. Enhance human surveillance and activities to quantify epizootic activity (e.g. mosquito trapping and testing) in areas of concern. Consider recommending to the public that they decrease outdoor activities when mosquitoes are biting.

Level 3
Definition: Spring/summer/fall; initial confirmation of WNV in a human or a horse, or moderate WNV activity in birds and/or mosquitoes.

Response: Respond as in level 2, plus: expand public information programs (repellent use, personal protection, source reduction, risk communication about adult mosquito control program); prepare to implement adult mosquito control, if surveillance findings indicate the likely potential for human risk to persist or increase.

Level 4
Definition: Spring/summer/fall; surveillance findings indicate high risk of human infection, (e.g. high or clusters of dead bird densities, high mosquito infection rates and vector index, multiple positive mosquito species, horse or other mammalian cases indicating increasing epizootic transmission, or a human case and high levels of epizootic activity) and abundant adult vectors.

Response: Respond as in level 3, plus: continue active surveillance for human cases; make final arrangements to implement adult mosquito control program in areas of potential human risk. The use of adulticides will be used in a limited manner as needed.

Level 5
Definition: Spring/summer/fall; marked increase of confirmed multiple WNV cases in humans and conditions favoring continued transmission to humans.

Response: Respond as in level 4, plus: implement or intensify emergency adult mosquito control program; monitor effectiveness of adulticiding on target mosquito populations; coordinate adult mosquito control activities with surrounding jurisdictions. The FCHD activities related to adulticiding will include the following:

- CDC and gravid traps will be used in the treatment area if additional surveillance data are required.

- The FCHD will work with state entomologist and/or CDC personnel, as well as the contractor, to design and implement feasible measures to monitor the efficacy of the adulticiding activities.
- The public will be notified of adulticide schedules in advance. This will allow residents with special health concerns sufficient time to take any precautions to reduce pesticide exposure (see Public Education and Community Outreach).
- Hospitals will be notified regarding the adulticiding schedule. Information on the pesticide used will be provided to the public, physicians, and other health care providers.
- Adult mosquito control will be scheduled when mosquitoes are active and weather conditions are conducive to its success.
- Information will be released, in advance, through the media, the FCHD WNV Web page, and through news releases, the MSMS, as well as pertinent county agencies and the community

Table 2. Factors to consider when establishing thresholds for the use of larvicides, pupicides and adulticides to control mosquitoes to address public health threats

Factor	Description	Consideration
Mosquito species	The ability of mosquito species to carry and transmit disease organisms; flight distance; feeding preferences; seasonality; type of breeding habitat; biology.	Often species and biology of the mosquito are more important in developing thresholds than relative abundance.
History of mosquito-borne pathogens in the area	Surveillance results of mosquito-borne pathogen activity in the area n mosquitoes, reservoir hosts of humans in the area.	Areas with evidence of mosquito-borne pathogens will likely be lower.
Proximity to human populations	The distance from potential mosquito habitats to human population centers (number and density).	The potential to produce large numbers on mosquitoes in close proximity to population centers may result in less tolerance and lower thresholds.
Weather patterns	Prevailing wind patterns, precipitation and temperatures.	High precipitation may produce man-biting flood water mosquitoes; prevailing wind patterns may carry mosquitoes to populated areas requiring lower thresholds.
Mosquito tolerance	Tolerance to mosquitoes varies from person to person.	Highly populated areas may require lower thresholds due to more intolerance to mosquitoes.
Natural predator populations	Balanced predator-prey populations may limit mosquito production.	Larval habitats that have high predator populations are adequate to control mosquito populations and may require higher treatment thresholds.
Type of mosquito habitat	Preferred developmental habitat for mosquitoes is species specific.	Since developmental habitat is species specific, adult nuisance mosquito species should be correlated to the specific habitat.
Water quality	Water quality influences mosquito productivity.	Since water quality can be species specific, adult nuisance mosquito species should be correlated to the specific habitat.
Water and vegetation management	Management of water levels and vegetation may reduce mosquito productivity.	Treatment thresholds should be higher where water level and vegetation can be managed.
Accessibility for surveillance and control	Developmental habitats may not have adequate access to surveillance or implement mosquito management.	Thresholds will be higher for areas that have limited access for surveillance and control
Non-target organisms	The presence of non-target organisms in the spray area and their susceptibility to the product used.	Minimize the impact of larvicides, pupicides and adulticides on non-target organisms by using the most target specific product, apply the product at the best time possible to minimize effect and use the least amount of product necessary always following label instructions.

II. Tick and Tick-Borne Disease Surveillance 2011 Report and Comprehensive Plan for 2012

Background

Public Health Impact

Tick-borne diseases continue to impact public health causing serious acute illness, chronic long-term illness and, sometimes, death. The recent and widespread encroachment of suburban sprawl into areas that were once farmland and the large deer populations in these suburban communities have increased the prevalence of disease-carrying ticks and the exposure of the human population to the diseases they carry.

Ticks are excellent vectors for disease transmission, second only to mosquitoes as vectors of human disease worldwide. They are the number one disease vector in the United States. Ticks carry and transmit a remarkable array of pathogens, including bacteria, viruses, spirochetes, rickettsiae, protozoa, nematodes and toxins. Furthermore, a single tick bite can transmit multiple pathogens--a phenomenon that has led to atypical presentations of some classic tick-borne diseases.

Ticks are among the most common disease vectors in the United States and are capable of transmitting *Borrelia burgdorferi* (the agent for Lyme disease), *Rickettsia rickettsii* (the agent for Rocky Mountain spotted fever), *Rickettsia parkeri* (the agent for Tidewater spotted fever), other spotted fever rickettsias, *Anaplasma phagocytophilum*, *Ehrlichia chaffeensis*, *Babesia microti*, the agents for relapsing fever, Colorado tick fever virus, *Francisella tularensis* (the agent for tularemia), *Coxiella burnetii* (the agent for Q fever), Powassan virus and cause tick paralysis.

Vector Biology

Knowledge of tick biology is important in understanding the tick's role in disease transmission and is equally important in the prevention of tick-borne diseases. There are four distinct life stages in a tick: egg, larva, nymph, and adult. The length of the life cycle and the number of hosts fed upon depends on the tick species. Most ticks have a two-year life cycle and will have from one to three hosts.

The essential characteristic of ticks, in terms of disease transmission to humans, is their need to ingest a blood meal to develop into the next stage of their life cycle. Ticks will take their requisite blood meal from all classes of vertebrates, with the exception of fish. Ticks find their host by questing, a behavior in which they perch in low vegetation and wait for a susceptible host to pass by, onto which they can attach and feed. Once on a host, the tick attaches its hypostome (mouthpart) a central piercing element with hooks, into the host's skin. Some ticks may secrete a cementing material to fasten themselves to the host, as well as anticoagulant, immunosuppressive and anti-inflammatory

substances into the area of the bite. These prevent hosts from noticing ticks and thus aid the tick in obtaining a blood meal. These same substances also help transmit any pathogens that the tick may be carrying.

Introduction to Vector Surveillance

In light of the findings obtained through the pilot program in 2006, the DCIP continued tick surveillance in 2007. An enhanced surveillance program began in May and was halted in August of 2007. A more robust surveillance program was established in 2009, continued in 2011 and will remain in place in 2012. From 2008 to 2011, the DCIP also trapped white-footed mice at various sites in the County. The white-footed mouse is a medically-important species because it is the main reservoir host for the bacterium which causes Lyme disease; it is also a key host for black-legged ticks, which may become infected with and transmit Lyme disease.

Collecting ticks from dead deer during hunts was utilized in 2007-2011 and will continue to be used in 2012. This remains to be a method of choice to collect adult black-legged ticks in Fairfax County.

In 2009, the DCIP used CO_2 tick traps as the main source of surveillance and these activities continued throughout 2011. Tick trapping efforts will expand and continue throughout 2012.

In order to enhance tick surveillance in 2011, jars with alcohol were set at different veterinary clinics as well as the County animal shelter. This method will continue in 2012.

Interim Report and Action Plan, by Activity

1. Risk Communication, Community Outreach and Public Education

Goal: *To increase the public's knowledge about ticks, Lyme disease and other tick-borne diseases; to promote behavioral change; and to encourage the community to take an active role in reducing their risk of tick-borne diseases through preventive measures.*

Background and Report on 2011 Activities

Demand for information about ticks and tick-borne diseases (particularly Lyme disease) continued to increase over the last year, and the Board of Supervisors once again requested that efforts be amplified in this area.

The DCIP brochure on ticks and Lyme disease, which was revised to include the Gulf Coast tick and *Rickettsia parkeri*, continued to be an important outreach tool in 2011. The DCIP staff were invited to give several presentations throughout the County to a variety of groups where information regarding ticks and Lyme disease was also

distributed. Tick and Lyme disease information and graphics were also incorporated into the DCIP 18-month calendar that was distributed through Fairfax County schools and to the public.

Planned activities for Risk Communication, Community Outreach and Public Education
The following activities will be carried out in 2012:

- Prepare and distribute other educational materials on ticks and Lyme disease.
- Distribute educational material at all relevant venues.
- Inform residents about personal protection and the actions they can take to keep their property free from ticks.
- Emphasize the importance of personal protection, the use of EPA-registered insect repellents, and proper dress when spending time outdoors.
- Stress the importance of tick checks on people and pets.
- Give presentations to community groups as requested.
- Prepare media alerts when necessary.
- Update the Web page on ticks, their control, the diseases they transmit, and personal protection.

2. Human Case Surveillance

Goal: *To monitor the burden of tick-borne diseases (particularly Lyme disease) in Fairfax County through laboratory and physician case reporting.*

Background and Report on 2011 Activities
In 2011, FCHD continued to use a system of passive surveillance to detect cases of Lyme disease and other tick-borne diseases and worked closely with local physicians and laboratories to improve the quality and timeliness of disease reporting.

Virginia state law requires that physicians, directors of medical care facilities, and directors of laboratories report cases of Lyme disease, ehrlichiosis, spotted fever rickettsiosis, and Q fever within one to three days of diagnosis (depending on the disease). All suspect cases of these tick-borne diseases reported to FCHD are investigated, classified, and entered into an FCHD database and the Virginia Electronic Disease Surveillance System. Of note, anaplasmosis and babesiosis are not currently included on the Virginia list of reportable diseases.

In 2011, FCHD and VDH used the most current CDC surveillance case definitions for the four reportable tick-borne diseases. For Lyme disease (the most commonly reported tick-borne illness), this case definition uses the following classifications:

- *Confirmed*: a) a case of erythema migrans (an expanding rash that is the best clinical marker of the disease) with a known exposure, b) a case of erythema migrans with laboratory evidence of infection and without a known exposure, or c) a case with at least one late manifestation (involvement of the musculoskeletal, nervous and cardiovascular systems without an alternate explanation) that has laboratory evidence of infection.

- *Probable*: any other case of physician diagnosed Lyme disease that has laboratory evidence of infection.
- *Suspected*: a) a case of EM with no known exposure and no laboratory evidence of infection, or b) a case with laboratory evidence of infection but no clinical information available.

For surveillance purposes, exposure to Lyme disease is defined as having been (less than 30 days before onset of EM) in wooded, brushy, or grassy areas (i.e., potential tick habitats) in a county in which Lyme disease is endemic (including Fairfax County). A history of tick bite is not required.

Laboratory criteria for confirmation of Lyme disease cases for 2011 were as follows:

- Positive Culture for *B. burgdorferi*, or
- Two-tier testing interpreted using established criteria, where:
  - Positive IgM is sufficient only when ≤30 days from symptom onset
  - Positive IgG is sufficient at any point during illness
- Single-tier IgG immunoblot seropositivity using established criteria.
- CSF antibody positive for *B. burgdorferi* by Enzyme Immunoassay (EIA) or Immunofluorescence Assay (IFA), when the titer is higher than it was in serum

Cases of Lyme Disease and other tick borne illnesses in Fairfax County in 2011

Using the case criteria outlined above, the FCHD detected and reported a total of 148 cases of Lyme disease in Fairfax County in 2011. By comparison, 227 cases of Lyme disease were reported in 2010.

Nineteen cases of spotted fever rickettisiosis (including Rocky Mountain spotted fever), 12 cases of erlichiosis, and 5 cases of anaplasmosis were reported in 2011. No cases of Q fever were identified.

Please note that 2011 data is subject to change as case reports from 2011 are finalized in the first several months of 2011.

Planned activities for Human Case Surveillance

In 2011, FCHD will continue to implement a passive surveillance system for human tick-borne diseases. FCHD will use the 2011 Centers for Disease Control and Prevention/Council of State and Territorial Epidemiologists case definition. In an effort to improve the quality and timeliness of Lyme disease reporting, particular emphasis will be placed on:

- *Educating the medical community.* FCHD will work to maximize physician reporting of Lyme disease by: continuing to emphasize with the medical community the increasing incidence of disease in Northern Virginia and the importance of timely and accurate diagnosis and disease reporting.
- *Laboratory surveillance.* FCHD will continue to investigate all laboratory reports suggestive of Lyme disease that are submitted by commercial laboratories, hospitals, and physicians.

FCHD will also continue to encourage both physicians and laboratories to complete all essential information on Lyme disease reporting forms. Accurate classification of cases normally requires knowledge of both the patient's clinical history and laboratory test results.

Please note: The Human Case Surveillance Plan for tick-borne diseases may be updated as needed to reflect local surveillance needs and changes to surveillance guidelines published by VDH or the CDC.

3. Tick Surveillance

Goal: *To determine the density and distribution of various tick vector species (including* **Ixodes scapularis***) in order to estimate the prevalence of various infectious agents (including* **B. burgdorferi***) in the tick population.*

Background and Report on 2011 Activities

The black-legged tick (*Ixodes scapularis*) is the most important arthropod vector of human disease in Virginia and the primary focus of the DCIP's tick surveillance efforts. Nevertheless, we carry out surveillance of all the principal tick species collected in the County as well as the pathogens that they carry.

In 2011, a total of 22,826 ticks were collected, the majority of which were lone star ticks (*Am. americanum*). The American dog tick (*Dermacentor variabilis*) was the second most common tick collected, followed by the black-legged tick or deer tick (*Ixodes scapularis*) and lastly by the Gulf Coast tick (*Amblyomma maculatum*) Some of the ticks are sent to a contractor for pathogen detection.

To date, 139 of 811 *Ix. scapularis*, have beem tested; of these 45 were positive for *Borrelia burgdorferi*, the causative agent for Lyme disease and one was infected with the non-pathogenic form of *Anaplasma phagocytophilum*. The majority of *Ix. scapularis* collected in 2011 were collected late in the year off of deer. Table 3 shows the different infection rates of the developmental stages of this tick. Fully- or partially-engorged female *Ix. scapularis* are not tested per laboratory protocol.

Tick Stage	Infection Rate (number tested)	Comments
Female	45.71% (35)	Few females were tested since many were collected feeding on deer. A component of deer blood lyses the Lyme-causing bacteria so a tick that has deer blood in it will almost always test negative even if it has been exposed to the bacteria.
Male	42.86% (28)	Some males were collected from deer, but these had not fed.
Nymph	**22.37%** (76)	This is the stage that causes the most infections in humans; they are inconspicuous and many times not seen by the person it is feeding on.
All stages	32.37% (139)	This infection rate is influenced by the large number of nymphs tested

Table 3. Infection rates of *Ixodes scapularis* tested to date in Fairfax County, 2011.

Also 827 *Am. americanum* have been tested for pathogens to date and 11 were positive for *Borrelia lonestari* and 28 for *Ehrlichia chaffeensis*. Of the 54 dog ticks tested, only two were infected with *Rickettsia montanensis,* a non-pathogenic *Rickettsia.* Of the 296 *Amblyomma maculatum* tested to date, 158 were positive for *Rickettsia parkeri*, a spotted fever group *Rickettsia*. In 2011, all *Amblyomma maculatum* were collected in one site where an established population was identified in 2010. To date, it has only been encountered sporadically in other parts of the County. Table 4 shows the ticks, tick pathogens identified this year as well as their infection rates.

Tick Species	Pathogen	Infection Rate % (Number Tested)
Amblyomma americanum	*Ehrlichia chaffeensis*	3.39% (827)
Amblyomma americanum	*Borrelia lonestari*	1.33% (827)
Amblyomma maculatum	*Rickettsia parkeri*	53.38% (296)
Ixodes scapularis	*Anaplasma phagocytophilum* (non-pathogenic form)	0.72% (139)
Ixodes scapularis	*Babesia microti*	0% (139)
Dermacentor variabilis	*Rickettsia_rickettsii.*	0% (1442)
Dermacentor variabilis	*Rickettsia montanensis*	0.21% (1442)
Dermacentor variabilis	*Rickettsia parkeri*	0.21% (1442)

Table 4. Tick pathogens and Infection Rates found in Fairfax County, 2011, results received to date.

Planned activities for Tick Surveillance

The following activities will be carried out in 2012:

- Continue to conduct tick surveillance at 12 to 15 sites throughout the County.
- Move some existing, non-productive tick sampling sites.
- Add new sites.
- Sort each collection by tick species and record information on stage, location, collection date, collection method and the total number ticks.
- Test ticks for pathogens.
- Re-evaluate trap sites to be used during the 2012 season to ensure homogeneous coverage of the County.
- Respond to residents' concerns regarding ticks in a timely manner.
- Collect ticks from at least three local veterinarians and the animal shelter to increase the number of underrepresented species (i.e., the American dog tick).
- Participate in deer hunts to obtain ticks from county, state and national parks and wildlife refuges located within Fairfax County.
- Seek out new deer hunts and new opportunities for tick collection.

4. Tick Identification Service

Goal: To combat the threat of tick-borne diseases to County residents by providing a service for tick identification to species, stage of development, and relative degree of engorgement.

Background and Report on 2011 Activities

There are four tick species found in Fairfax County that can transmit disease to humans. The black-legged tick *(Ixodes scapularis)* transmits the bacterium which causes Lyme disease. The Lone Star tick (*Amblyomma americanum*) transmits the bacteria that cause Southern Tick Associated Rash Infection (STARI) and Ehrlichiosis. The American Dog tick (*Dermacentor variabilis*) transmits the pathogen that causes Rocky Mountain Spotted Fever as well as other rickettsias that may cause spotted fever illnesses. The Gulf Coast tick (*Amblyomma maculatum*) transmits *Rickettsia parkeri*, a pathogen that causes a spotted fever illness. Other diseases transmitted by ticks to a lesser degree can be found in Table 4.

In 2008, the FCHD began advertising a tick identification service that encouraged County residents to bring their ticks to the DCIP to help raise awareness of Lyme disease and provide information on ticks and tick-borne diseases in the County. In 2011, 287 specimens were brought to the Health Department for identification, but only 269 were ticks: 202 Lone Star ticks (*Amblyomma americanum*), 37 black-legged ticks (*Ixodes scapularis*), 28 American Dog ticks (*Dermacentor variabilis*), and two unidentified ticks. Eight of the 18 specimens that were not ticks were insects or other arthropods. The remainder were not arthropods.

Planned activities for Tick Identification

The following activities will be carried out in 2012:

- Encourage the public to bring in ticks for identification.
- Continue the tick identification service.
- Continue to stress the importance of tick checks on self, children, and pets.
- Provide those who bring in ticks for identification with appropriate information on ticks and tick-borne disease and make them aware of the symptoms of tick-borne diseases.
- Encourage medical consultation if an engorged black-legged tick is identified or if the person experiences symptoms of a tick-borne illness.

5. Operational Research

Goal: *To carry out designed experiments in a scientific manner which will answer specific operational questions that will allow us to better understand tick distribution and tick-borne illnesses.*

Background and Report on 2011 Activities

Tick populations and the pathogens that ticks transmit are unevenly distributed throughout Fairfax County. Carbon dioxide baited tick traps are the best standardized method of tick collection that we have available; however there is little information in the literature that actually defines the duration of leaving the traps in the field or the best time of day to collect ticks. Sail cloth CO_2 traps were set on a weekly basis for a year starting in April of 2010 to see if we can determine the most efficient trapping period or time of day to collect ticks. A short-term pilot study aimed at collecting ticks from ground-nesting birds occurred during the summer of 2011. Baseline tick data was collected as a part of the County's 4-Poster Deer Treatment Station pilot study.

Planned Activities for Operational Research

- Collect ticks as a part of the 4-Poster pilot study that is being carried out by the County Wildlife Biologist.
- Study the effect of acaricides on heavy population of ticks (I-66 landfill).

III. Resources

In 2012, the Fairfax County Disease Carrying Insects Program will be supported by the following resources:

Fund 116
One Entomologist (Environmental Health Supervisor)
One Merit Outreach Specialist (Environmental Health Specialist-III)
One Senior Biologist (Environmental Health Specialist-III)
Two Merit Biologists (Environmental Health Specialist-II, Environmental Health Specialist-III)
One Merit Administrative Assistant (Admin-III)
Two B-status limited term staff (Environmental Health Technician-I)
Four T-status limited term staff (Environmental Health Technician-I)

General Fund (Health Department)
One (10 percent) Environmental Health Specialists (Environmental Health Specialist-III) – GIS Specialist
One (10 percent) Senior Administrative Coordination

Other departments, agencies and jurisdictions
Mosquito Surveillance and Management Subcommittee (MSMS)

MSMS Members
City of Fairfax
City of Falls Church
Fairfax County Department of Public Works and Environmental Services (DPWES)
    Stormwater Planning Division
    Maintenance and Stormwater Management Division
    Forest Pest Management Program
Fairfax County Department of Management and Budget
Fairfax County Department of Information Technology
Fairfax County Park Authority
Fairfax Public Schools
Fairfax County Health Department
Fairfax County Office of the County Attorney
Fairfax County Office of Public Affairs
Fairfax County Police Department, Animal Control
Town of Herndon
Town of Vienna
Virginia Department of Transportation

IV. Mosquito and Tick References and Links

Centers for Disease Control and Prevention (CDC)
Pesticides and Public Health: Integrated Methods of Mosquito Management
http://wwwnc.cdc.gov/eid/article/7/1/70-0017_article.htm
West Nile Virus
http://www.cdc.gov/ncidod/dvbid/westnile/index.htm
Lyme Disease
http://www.cdc.gov/ncidod/dvbid/lyme/

Centers for Disease Control and Prevention (CDC) National Institute for Occupational Safety and Health (NIOSH)
Information for Outdoor Workers
West Nile Virus
http://www.cdc.gov/niosh/topics/westnile/
Lyme Disease
http://www.cdc.gov/niosh/topics/lyme/

Centers for Disease Control and Prevention (CDC) and Environmental Protection Agency (EPA)
CDC/USEPA Joint Statement on Mosquito Control
http://www.epa.gov/pesticides/health/mosquitoes/mosquitojoint.htm

Environmental Protection Agency (EPA)
Insect Repellent: Use and Effectiveness
http://cfpub.epa.gov/oppref/insect/
Larvicides for Mosquito Control
http://www.epa.gov/pesticides/health/mosquitoes/larvicides4mosquitoes.htm
Synthetic Pyrethroids for Mosquito Control
http://www.epa.gov/pesticides/health/mosquitoes/pyrethroids4mosquitoes.htm
Methods of Mosquito Control
http://www.epa.gov/pesticides/health/mosquitoes/mosquito.htm

Fairfax County Health Department (FCHD)
West Nile Virus and Lyme Disease Web Page
http://www.fairfaxcounty.gov/fightthebite

U. S. Geological Survey (USGS)
http://westnilemaps.usgs.gov/

Virginia Department of Health (VDH)
West Nile Virus Web page
http://www.vdh.state.va.us/epidemiology/DEE/Vectorborne/WestNile/index.htm

American Mosquito Control Association
http://www.mosquito.org

Virginia Mosquito Control Association
http://www.mosquito-va.org/

Abbreviations

ASTHO - The Association of State and Territorial Health Officials
BOS - Fairfax County Board of Supervisors
CB(s) - Catch Basin(s)
CDC - Centers for Disease Control and Prevention
CDPH - Chicago Department of Public Health
CO_2 - Carbon dioxide
CSF - Cerebrospinal Fluid
DC - District of Columbia
DCIP - Disease Carrying Insects Program
DCLS - Division of Consolidated Laboratory Services (of Virginia)
DEET - N,N-diethyl-m-toluamide (an insect repellent)
DPWES - Department of Public Works and Environmental Services
EEE - Eastern Equine Encephalitis
FCHD - Fairfax County Health Department
FDA - Food and Drug Administration
FIDO – Fairfax Inspections Database Online
MLE - Maximum Likelihood Estimate (a measure of infection rate of mosquitoes)
MWCOG - Metropolitan Washington Council of Governments
MSMS - Mosquito Surveillance and Management Subcommittee
OPA - Office of Public Affairs
RT-PCR - Reverse Transcriptase Polymerase Chain Reaction (a test to detect virus genetic material)
TTY – Text Telephone
ULV – Ultra-Low Volume
VA - Virginia
VDH - Virginia Department of Health
VDOT - Virginia Department of Transportation
WN - West Nile
WNV - West Nile virus

Definition of Terms as Used in this Report

Active surveillance: Health care providers or laboratories report notifiable diseases on a case-by-case basis or syndromic information in aggregate form on a regular schedule due to routine outreach from the local or state health agency.
Adulticide: An insecticide used to kill adult mosquitoes.
Antibody: A type of protein normally present in the body or produced in response to an antigen which it neutralizes, thus producing an immune response.
Antigen: A substance that stimulates an immune response (usually production of an antibody) when introduced into the body. Antigens include toxins, bacteria, viruses, and other foreign substances.

Arbovirus: An **Ar**thropod-**BO**rne **VIRUS**.
Asian tiger mosquito: Common name for *Aedes albopictus*.
BG-Sentinel Trap: A mosquito trap that attracts mosquitoes with its design and appearance, a special lure (BG-Lure) and CO_2 (produced by dry ice). A fan located below the intake tube sucks the mosquitoes into a collecting bag in the trap. The fan is powered by a 12 volt battery. This type of trap collects mosquitoes that are looking for hosts (which exhale CO_2 when they breathe and have a human skin scent). This trap is useful in collecting the Asian tiger mosquito, *Aedes albopictus*.
***Borrelia burgdorferi*:** Scientific name of the bacteria that causes Lyme disease.
Breeding site: Larval mosquito habitat.
Catch basin: . Roadside inlet that permits rainwater to flow off the roadways. Part of the County's stormwater management system
CDC miniature light trap: A mosquito trap that attracts mosquitoes with light and CO_2 (produced by dry ice). A fan located below a light source sucks the mosquitoes into a collecting receptacle on the trap. The light is powered by a six-volt battery and the trap is covered by a plastic roof. This type of trap collects mosquitoes looking for hosts (which exhale CO_2 when they breathe).
Common house mosquito: In our area it is the common name given to *Culex pipiens*.
Container breeder: Mosquito species that lay their eggs in artificial (e.g., cans, bottles, tires, birdbaths and even catch basins) or natural (e.g., tree holes) containers.
Corvids (Corvidae): Family of birds that includes the crows, blue jays and magpies.
Day degrees above 75°F: The cumulative number of degrees Fahrenheit above 75° during the year.
DCIP: Disease Carrying Insects Program.
DEET: A synthetic chemical used as an ingredient in certain insect repellents. Recommended to protect against mosquitoes and ticks.
Diapause: A physiological state of dormancy usually controlled by hormones and environmental triggers. Many insects use diapause as a way to survive the winter.
Encephalitis: Swelling of the brain (as can be caused by the West Nile virus).
Epidemiological Week (EPI Week): This is a period of time that comprises seven days and is used to compare data from place to place and year to year. In the United States the first EPI Week is defined as the first week of the year ending on a Saturday, as long as four days of that year are included in that week.
Epizootic: An epizootic is the non-human equivalent of an epidemic, meaning that large numbers of animals are infected with a disease. An epizootic disease is one in which greater than normal numbers of animals are affected for a given place or time period.
Gravid traps: A mosquito trap baited with yeast-, grass- and hay-infused water that attracts female mosquitoes (primarily *Culex pipiens* and *Culex restuans*) that seek this type of water to lay eggs.
IgM antibodies: The first class of antibodies produced by the immune system in response to the presence of an antigen (e.g. West Nile virus). Presence of IgM antibodies usually indicates a primary or recent infection. Diagnostic laboratories test for the presence of WNV-specific IgM antibodies in human serum or cerebrospinal fluid in order to confirm a case of WNV.

IgG antibodies: The second class of antibodies produced by the immune system in response to the presence of an antigen (e.g. West Nile virus). Presence of IgG antibodies usually indicates a past infection. Diagnostic laboratories test for the presence of WNV-specific IgG antibodies in human serum or cerebrospinal fluid, in order to confirm a case of WNV.
IMM: Integrated Mosquito Management is a comprehensive mosquito prevention/control strategy that utilizes all available mosquito control methods singly or in combination to exploit the known vulnerabilities of mosquitoes in order to reduce their numbers to tolerable levels while maintaining a quality environment.
IR3535: A synthetic chemical used as an ingredient in certain insect repellents. Recommended to protect against mosquitoes.
Larvicide: An insecticide used to kill mosquito larvae.
Lyme Disease: Lyme disease was first identified in 1975 in Lyme, Connecticut, and is a bacterial illness caused by *Borrelia burgdorferi.* The disease is transmitted through the bite of an infected black-legged tick *(Ixodes scapularis)*.
Medical community: Health care providers.
Meningitis: Swelling of the membrane covering the spinal cord or the membrane covering the brain (as can be caused by the West Nile virus).
MLE: Maximum Likelihood Estimate. An estimate of the maximum number of infected individuals per 1,000 tested. Recommended when pool sizes are variable and/or with large infection rates.
Mosquito Dunks®: A readily-available, non-restricted microbial larvicide which contains the active ingredient *Bacillus thuringensis israelensis.* This product specifically targets mosquito larvae.
Mosquito larva (plural: larvae): The immature, aquatic, feeding stage of a mosquito. This is the stage that hatches from the mosquito egg and is the best target of a mosquito management program.
Mosquito pool: Mosquitoes that were collected in one location, on the same date, that have been grouped together (pooled) to be tested for the presence of a virus.
MSMS: Mosquito Surveillance Management Subcommittee. This is a subcommittee of Fairfax County's Environmental Coordinating Committee. The MSMS is composed of representatives from various county agencies and departments as well as other jurisdictions that have activities associated with DCIP.
Neuroinvasive: Affecting the nervous system. Refers to West Nile virus meningitis, encephalitis or other serious neurological pathologies.
Oil of lemon eucalyptus: A naturally-occurring chemical used as an ingredient in certain insect repellents. Recommended to protect against mosquitoes.
Overwinter: To pass the winter, like hibernation.
Ovitraps: Traps set out specifically to collect eggs of container-breeding mosquitoes, used to monitor species like the Asian tiger mosquito (*Aedes albopictus*).
Parous: Having produced offspring. Refers to an adult female mosquito that has laid eggs. This means a mosquito has taken a blood meal and could be infected with the virus, if the source of the blood meal had the virus.

Passive surveillance: Medical care providers or medical laboratories report notifiable diseases on a case-by-case basis to the local or state health agency, based upon a published list of conditions.
Pathogen: An infectious organism.
Permethrin: An insecticide that kills ticks and adult mosquitoes.
PCR: Polymerase Chain Reaction; a biochemical process that makes copies of a sequence of genetic material (DNA) so that its source can be identified.
Picaridin: A synthetic chemical used as an ingredient in certain insect repellents. Recommended to protect against mosquitoes.
RAMP: The RAMP® System consists of a portable scanning fluorescence analyzer and single-use, disposable test cartridges. The RAMP® West Nile Virus (WNV) Test is a highly sensitive prescreening test used for identifying WNV in mosquitoes and corvids.
RT-PCR: Reverse Transcription Polymerase Chain Reaction. A biochemical process that makes copies of a sequence of genetic material (RNA) so that its source can be identified.
Trap period: Period of time elapsed from when one trap is set to when it is collected. The trap period presently used by the DCIP is 24 hours.
"Tip and Toss" campaign: Part of Fairfax County Disease Carrying Insects Program involving the community to remove standing water from their yards, thus reducing mosquito breeding habitats.
ULV: Ultra-Low Volume. A method of applying insecticides to kill adult mosquitoes. It produces very small droplets of insecticide and is usually applied by a truck- or aircraft-mounted machine at a constant, predetermined rate.
VectoLex®: A biological larvicide (*Bacillus sphaericus*) used in catch basins to proactively suppress mosquito populations.
West Nile fever: A febrile condition caused by the West Nile virus, very similar to the flu. The symptoms include fever, body aches, swollen glands, rash and headache.
West Nile virus: A virus transmitted by mosquitoes. The normal transmission cycle is between certain species of mosquitoes and certain species of birds. It can be transmitted to and cause disease in other animals and people.
West Nile virus "season": The period of time (usually May to October) marked by high mosquito activity and West Nile virus transmission.
Zumba™ Mosquito Trap: A mosquito trap. Trap design and appearance, the BG-Lure, and CO_2 (produced by dry ice) draw host-seeking mosquitoes to the trap. A fan located below an intake tube sucks the mosquitoes into a collection bag. The fan is powered by a 12-volt battery. This type of trap collects mosquitoes attracted to hosts (which exhale CO_2 when they breathe). This trap is good at collecting *Culex* mosquitoes as well as *Aedes albopictus*.

Acknowledgments

The Fairfax County Health Department (FCHD) would like to thank the members of the Mosquito Surveillance and Management Subcommittee (MSMS) of the County's Environmental Coordinating Committee for their guidance, and comments in the preparation of this document.

Parts of this plan are modeled after plans of the Centers for Disease Control and Prevention (CDC); the Virginia Department of Health (VDH); the Metropolitan Washington Council of Governments (MWCOG); the American Mosquito Control Association (AMCA) and the Chicago Department of Public Health's (CDPH) 2003 WNV report. Recommendations and guidance were also obtained from a document issued by The Association of State and Territorial Health Officials (ASTHO).

AMCA
Best Management Practices for Integrated Mosquito Management
http://www.mosquito.org/assets/Resources/PRTools/Resources/bmpsformosquitomanagement.pdf
CDC
Epidemic/Epizootic West Nile virus in the United States: Revised guidelines for surveillance, prevention and control
www.cdc.gov/ncidod/dvbid/westnile/resources/wnv-guidelines-aug-2003.pdf

VDH
Virginia Arbovirus Surveillance & Response Plan, 2005
http://www.vdh.virginia.gov/epidemiology/DEE/Vectorborne/responseplan/index.htm

MWCOG
West Nile Virus Response Plan for the National Capital Region
www.mwcog.org/uploads/pub-documents/BFZd20040109135919.pdf

ASTHO
Public Health Confronts the Mosquito: Developing Sustainable State and Local Mosquito Control Programs; Interim Recommendations of the National Mosquito Control Collaborative
http://www.astho.org/WorkArea/DownloadAsset.aspx?id=2333

Appendix 1

Disease Carrying Insects Program (DCIP) Integrated Mosquito Management Plan[3]

Integrated Pest Management (IPM) was first conceived as a means of achieving sustained, effective control of agricultural pests through concomitant employment of a wide range of control methodologies. IPM has been in widespread usage for many years and its success as a general strategy has led to usage of the term to describe an increasing number of approaches to control strategies — often leading to misunderstanding of its actual conceptual framework. To clarify the concept in terms of its relationship to the unique nature of mosquito prevention/control methodologies, we use the term Integrated Mosquito Management (IMM) in lieu of IPM.

Integrated Mosquito Management is a comprehensive mosquito prevention/ control strategy that utilizes all available mosquito control methods singly or in combination to exploit the known vulnerabilities of mosquitoes in order to reduce their numbers to tolerable levels while maintaining a quality environment. IMM does not emphasize mosquito elimination or eradication. Integrated mosquito management methods are specifically tailored to safely counter each stage of the mosquito life cycle. Prudent mosquito management practices for the control of immature mosquitoes (larvae and pupae) include such methods as the use of biological controls (native, noninvasive predators), source reduction (water or vegetation management or other compatible land management uses), water sanitation practices as well as the use of EPA-registered larvicides. When source elimination or larval control measures are not feasible or are clearly inadequate, or when faced with imminent mosquito-borne disease, application of EPA-registered adulticides by applicators trained in the special handling characteristics of these products may be needed. Adulticide products are chosen based upon their demonstrated efficacy against species targeted for control, resistance management concerns and minimization of potential environmental impact.

IMM requires a thorough understanding of mosquitoes and their bionomics by control personnel; careful inspection and monitoring for their presence and conditions favoring their development; and prevention of oviposition and human/mosquito contact through effective public education, sanitation and facility maintenance. The Disease Carrying Insects Program strives to employ these IMM components to the extent possible, but resource availability may limit what the program will do.

[3] Modified from the AMCA's BMP for IMM document at http://www.mosquito.org/secure/upload/articles/BMPsforMosquitoManagement.pdf accessed 12/10/10

All intervention measures will be driven by a demonstrated need based on surveillance data and action thresholds as defined in the DCIP Annual Report and Plan of Action.

INTRODUCTION

Since the need for mosquito control was recognized as a critical component of public health initiatives in the early twentieth century, increased knowledge of mosquito biology has driven the formulation of a variety of methodologies designed to successfully reduce both mosquito nuisance levels and mosquito-borne disease transmission. As the technologies and knowledge base from which these methodologies were derived have matured, they have been increasingly seen as mostly complementary or synergistic in nature, providing optimal control as part of an overall strategy. This has ultimately evolved into a strategy termed Integrated Mosquito Management (IMM). IMM has been developed to encourage a balanced usage of cultural and insecticidal methodologies and habitat manipulations in order to maximize control while minimizing adverse environmental impacts. IMM is knowledge-based and surveillance-driven, and when properly practiced is specifically designed to accomplish the following:

1. Protect human, animal and environmental health.
2. Promote a rational use of pesticides.
3. Reduce environmental contamination to soil, ground water, surface water, pollinators, wildlife and endangered species as a result of mosquito control activities.
4. Utilize biological controls (native, noninvasive predators) to conserve and augment other control methods.
5. Utilize source reduction (elimination, removal or reduction of larval mosquito habitats) where practical and prudent.
6. Use target specific pesticides at the lowest effective rates to the extent possible.
7. Emphasize the proper timing of applications.
8. Minimize pesticide resistance problems.

All mosquito control programs, including the DCIP mosquito control program are unique to their respective jurisdictions in terms of human population, topography, hydrology, and the bionomics of the mosquito species. Considerable judgment will be exercised in allocation of resources to extract the maximum benefit for both the citizens and the environment. It must be emphasized that program funding and other extrinsic factors will dictate the extent to which the DCIP will implement the Best Management Practices (BMPs) described herein.

To assist in this calculation, we will outline a series of BMP program elements that constitute a fully integrated approach to mosquito management. These BMPs will be viewed as minimums that will be performed in concert with the Virginia Pollutant Discharge Elimination System (VPDES) general permit that will be issued for mosquito control activities falling within the scope of Clean Water Act (CWA) requirements.

The extent and manner to which DCIP will meet or exceed these BMPs will be ultimately based on the best professional judgment of program personnel, occasionally in consultation with other County agencies and government authorities in addition to resources available. It is important to emphasize that adherence to these BMPs to the maximum extent practicable is to be considered the necessary minimum to undertake or perform for purposes of regulatory compliance with VPDES general permit for mosquitocide use.

Best Management Practices for Mosquito Management

Best Management Practices (BMP) will be the fundamental approach to mosquito management in Fairfax County. It is acknowledged that the DCIP does not have the resources to practice all of the specific sub-elements discussed herein, and it will draw on other County agencies or Contractors as deemed necessary to do so. The DCIP will strive to adhere to these BMPs to the maximum extent practicable and will maintain documentation (see attached DCIP Plan to Employ the Nine BMP Components of the Pesticide Discharge Management Plan (PDMP) as Part of the Operative VPDES Permit) as to how we intend to employ the BMP components listed below in a Pesticide Discharge Management Plan PDMP) as part of the operative NPDES permit.

1. Surveillance — Surveillance is the backbone of all IMM programs. It identifies problem mosquito species and their population trends in order to direct and evaluate control methods.

a. Determine species to ensure that the most appropriate control methodologies are chosen.

i. Visually check jurisdiction for potential oviposition habitat and larval populations present that could contribute to unacceptable adult mosquito populations and determine if larval control is appropriate within established parameters.

1. Park Areas - swamps, marshes, woodland pools, flooded fields/ pastures, roadside ditches, storm water retention ponds, tree holes, etc.

2. Urban - flower pots, tires, trash containers holding water, gutters, tree holes, septic ditches, roadside ditches, lawn swales, non-functional swimming pools, stagnant bird baths, street catch basins, junk yards, depressions in tarp covers, etc.

ii. Determine population levels of adult mosquitoes using professionally acceptable techniques, including service requests, trap or collection data, to establish needs for action.

b. Monitor fluctuations in mosquito populations.

2. Mapping — Utilize maps of appropriate scale to continually monitor major sources of larval/adult mosquitoes in addition to documenting areas where control measures have been instituted. These maps will define treatment areas and can be used as appropriate in the PDMP.

3. Set Action Thresholds — Decisions to initiate control measures will be based on the analysis of either larval or adult mosquito surveillance or other available field data.

Programs must establish a mechanism on which decisions to institute control measures are based.

a. Determine which methodology shall be used to determine if and when control measures are instituted.

i. For control of immature stages of mosquitoes, this methodology can consist of numbers of larvae and pupae observed in dip counts or observation of their presence in water sources.

ii. For adult mosquito control this methodology can consist of

1. Number and pattern of citizen's service requests.
2. Visual — numbers of mosquitoes landing on inspector/applicator within one-minute periods while performing duties. Performance of landing rate counts is not advised in the County due to mosquito-borne disease activity.
3. Counts of adult female mosquitoes collected.

b. DCIP has determined threshold values that trigger routine control measures. These values are meant to be for guidance only due to the myriad other factors that can influence when control operations are instituted — particularly in incipient disease scenarios or mosquito-borne disease prevention.

4. Physical Control or Source Reduction —Source reduction (the elimination, removal or modification of larval mosquito habitats) typically is the most effective and economical long-term method of mosquito control, but this may not be practicable for many larval habitats. Source reduction can be as simple as overturning a discarded bucket or disposing of a waste tire or as complex as habitat modification through Open Marsh Water Management techniques. These efforts often minimize and/or eliminate the need for mosquito larviciding in the affected habitat in addition to greatly reducing the need for adulticiding in nearby areas.

a. Determine feasibility of removing or modifying oviposition sites.

b. Encourage proper water management by public/private agencies responsible for storm water retention/detention structures and ditch and impoundment maintenance.

c. Maintain familiarization with jurisdiction health nuisance abatement policy.

5. Biological Control — Biological control methodologies are often resource-intensive and have not been found to be practicable in Fairfax County. Nonetheless, their utilization will be held in reserve in case the need ever appears.

a. Even stocking of certain species of native, non-invasive fish known to be predators of mosquito larvae is not readily allowed by the Virginia Department of Game and Inland Fisheries, particularly in waterways where they don't occur, even though they occur in adjacent water sources.

b. Utilization of bats, birds, dragonflies and other putative predators of mosquitoes can be both ecologically problematic and ineffective as a primary control strategy and is therefore not recommended as a major component of any control strategy.

6. Public Health Mosquitocides — handling, disposal, personal protective measures and applications must be made in full accordance with product label specifications.

a. Larvicides — Often may be the primary control method in natural or man-made wetlands (salt marshes or tidal wetlands, riverine bottomlands, woodland pools, freshwater marshes, meadow swales, roadside ditches, stormwater management ponds, etc.). These can also be a primary control method in locations where mosquito populations are determined to be arising from defined, concentrated sources in urban areas or in close proximity to houses. Due to continual influx of adult mosquitoes from outlying areas, larviciding programs may have limited visible effect on mosquito populations in jurisdictions lacking resources to adequately larvicide outlying production areas.

i. Several materials in various formulations registered by EPA are labeled for mosquito larviciding. Choice of active ingredient and formulation chosen will depend on site- specific factors and resistance management, and may include:

1. Biological larvicides
    a. Microbial larvicides
    b. Growth regulators and chitin synthesis inhibitors
    c. Alcohol-derived monomolecular surface films
2. Chemical larvicides
    a. Organophosphates
    b. Oils — petroleum and mineral-based

ii. Larvicides will minimize impacts to non-target organisms. Larvicide formulations (e.g., liquid, granular, solid) must be appropriate to the habitat being treated, accurately applied and based on surveillance data or preemptively applied to known oviposition sites.

iii. Larvicide application equipment will be calibrated and maintained per equipment manufacturer's specifications and timetable, or per instructions from product registrant.

b. Adulticides — Adulticides are applied so as to impinge upon the mosquito target in flight or at rest on vegetation. Adulticiding based on surveillance data is an extremely important part of any IMM program, and may form the primary treatment method for many programs where comprehensive larviciding is not practical.

Adulticides are typically applied as an Ultra-Low-Volume (ULV) spray where small amounts of insecticide are dispersed by aircraft or truck-mounted equipment. Adulticides may also be applied via "thermal fogs", utilizing heat to atomize droplets. Adult mosquitoes may also be targeted by "barrier treatments", which involve application of a residual insecticide to vegetation where mosquitoes are known to rest.

i. Adulticides will only be applied when established spray thresholds have been exceeded.

ii. Non-residual adulticides applied to the air column in order to impinge upon mosquitoes in flight will only be applied when the target species is active.

iii. Adulticides will be applied strictly according to label specifications. This will produce minimal effects on non-target organisms and promote efficacy. Adulticides will not be applied in rainy or windy conditions.

iv. Adulticides will only be applied by personnel trained or certified in their usage and handling, or when operating under the supervision of an individual having met the necessary certification requirements.

v. Adulticides labeled for mosquito control in part may include:

1. Organophosphates
2. Natural pyrethrins
3. Pyrethroids
4. Pyrethroid derivatives

vi. Adulticides will be applied at label rates that are efficacious as determined by monitoring. Applying doses lower than those that provide adequate control can in fact result in the need for additional adulticide treatments and might encourage development of insecticide resistance.

c. Adulticide application equipment will be calibrated and maintained per equipment manufactwer's specifications and timetable, or per instructions from the product registrant to ensure performance meets product label specifications.

7. Monitoring for Efficacy/Resistance — Resistance management techniques attempt to minimize the risk of mosquitoes becoming resistant to the existing chemicals and will be practiced in even basic programs.

a. Basic resistance management techniques can include:

i. Utilizing physical control/sow-ce reduction and biological control methodologies to the maximum extent practicable.

ii. Avoiding the use of the same class of chemical against both immature and adult mosquitoes.

iii. Applying pesticide at the rate recommended on the label. Do not underdose.

iv. Utilizing a different chemical class at the beginning and end of treatment season.

v. Assessing susceptibility at the beginning and sometime during the mosquito season.

b. Resistance management can also involve utilizing surveillance methods following larvicide or adulticide applications to continually check for control efficacy.

8. Education & Community Outreach — IMM is knowledge-based and involves a concerted effort by both control personnel and the community to manage mosquito populations based upon informed decision-making.

a. Education of the general public will be encouraged to enlist resident's support in disposing of (or modifying) oviposition habitat, proper screening methods and proper application of personal protective measures such as repellents to minimize human/mosquito contact.

b. Mosquito control programs will keep their constituents informed of surveillance and control activities to the maximum extent practicable.

c. Mosquito control personnel are strongly encouraged to maintain and upgrade their professional knowledge through continuing education training and/or attendance at professional conferences.

9. Record-keeping — Operators/applicators will record the following for each application and maintain the records for the time specified by the lead regulatory agency:

a. Applicator's name, address and pesticide applicator certification number (if applicable)
b. Application date and time of day
c. Product name and EPA registration number
d. General location of application and approximate size of area treated
e. Amount of material applied
f. Rate of application

DCIP Plan to Employ the Nine BMP Components of the Pesticide Discharge Management Plan (PDMP) as Part of the Operative VPDES Permit

1. Surveillance

a. Surveillance methods chosen.

i. Visually check for larval habitats and larval populations and determine if larval control is appropriate. Ovitraps may be used in specific occasions.

1. County Property – treatment of Park areas will only be carried out in total coordination with the Fairfax County Park Authority.
2. Private Property - residents will be encouraged to identify habitats and larval populations on their property, DCIP staff will assist upon request.

ii. Relative abundance of population levels of adult mosquitoes will be determined using one or more of the following trap types: CDC miniature light traps, gravid traps, BG-Sentinel trap, Zumba traps, Faye-Prince traps or other novel traps.

B. Adult mosquito population fluctuations will be determined using traps in ~70 selected collecting sites throughout the County that have been used since 2004.

i. Species composition
ii. Species density
iii. Mosquito testing
iv. Infection rate calculation
v. Vector index calculation
vi. Human WNV case registration

2. Mapping: In collaboration with the GIS section of the Division of EH, maps will be prepared to monitor major sources of larval/adult mosquitoes and to document areas where control measures have been instituted. Maps will help define treatment areas and can be used as appropriate in the PDMP.

3. Action Thresholds
   a. Methodology
      i. For control of immature stages
         - Per dip
         - Visual observation
      ii. For adult mosquitoes
         - Per trap period (including trap type)
         - Infection rate
         - Human cases of WNV
   b. Threshold values that trigger routine control measures.
      i. For control of immature stages:
         - An average of three immature forms per dip (with a minimum of three dips) in non-container habitats or
         - The presence of immatures in artificial containers
      ii. For adult mosquito control this methodology has been defined in the "Plan of Action" as follows:
         - **Level 0**

           Definition: Fall/winter; vector inactive, climate unsuitable for WNV transmission.

           Response: Prepare material and equipment for the upcoming WNV season. Surveillance and control programs continue as outlined in the County's Surveillance and Control Plan. Identify locations where source reduction activities can be applied; secure surveillance and control resources necessary to enable response to WNV activity; initiate community outreach and public education programs; enhance communication with surrounding jurisdictions; recruit and train new staff; communicate with and educate large property owners of the importance of source reduction in areas such as cemeteries, golf courses, country clubs; communicate status of WNV activity to Director of the Health Department, the Board of Supervisors and the public, as the WNV season starts.
         - **Level 1**

           Definition: Spring/summer/fall; anticipating WNV activity based on previous activity in region. No current surveillance findings indicating WNV activity in the area.

           Response: Respond as in level 0, plus: continue and enhance source reduction; conduct larval control in identified breeding habitats where source reduction is not possible (emphasis will be placed on known *Culex* species breeding sites); continue community outreach and public education; begin monitoring avian mortality; work with other County departments on source reduction and mosquito control activities; initiate catch basin treatment rounds.
         - **Level 2**

Definition: Spring/summer/fall; initial, sporadic or limited WNV activity in birds and/or mosquitoes.
Response: Respond as in level 1, plus: increase larval control activities; continue source reduction in cooperation with other County departments; and increase public education, emphasizing personal protection measures, particularly the use of products containing DEET, Picaridin, IR-3535 or oil of lemon eucalyptus. Enhance human surveillance and activities to quantify epizootic activity (e.g. mosquito trapping and testing) in areas of concern. Consider recommending to the public that they decrease outdoor activities when mosquitoes are biting.

- **Level 3**

Definition: Spring/summer/fall; initial confirmation of WNV in a human or a horse, or moderate WNV activity in birds and/or mosquitoes.
Response: Respond as in level 2, plus: expand public information programs (repellent use, personal protection, source reduction, risk communication about adult mosquito control program); prepare to implement adult mosquito control, if surveillance findings indicate the likely potential for human risk to persist or increase.

- **Level 4**

Definition: Spring/summer/fall; surveillance findings indicate high risk of human infection, (e.g. high or clusters of dead bird densities, high mosquito infection rates and vector index, multiple positive mosquito species, horse or other mammalian cases indicating increasing epizootic transmission, or a human case and high levels of epizootic activity) and abundant adult vectors.
Response: Respond as in level 3, plus: continue active surveillance for human cases; make final arrangements to implement adult mosquito control program in areas of potential human risk. The use of adulticides will be used in a limited manner as needed.

- **Level 5**

Definition: Spring/summer/fall; marked increase of confirmed multiple WNV cases in humans and conditions favoring continued transmission to humans.
Response: Respond as in level 4, plus: implement or intensify emergency adult mosquito control program; monitor effectiveness of adulticiding on target mosquito populations; coordinate adult mosquito control activities with surrounding jurisdictions. The FCHD activities related to adulticiding will include the following:

- CDC and gravid traps will be used in the treatment area if additional surveillance data are required.

- The FCHD will work with state entomologist and/or CDC personnel, as well as the contractor, to design and implement feasible measures to monitor the efficacy of the adulticiding activities.
- The public will be notified of adulticide schedules in advance. This will allow residents with special health concerns sufficient time to take any precautions to reduce pesticide exposure (see Public Education and Community Outreach).
- Hospitals will be notified regarding the adulticiding schedule. Information on the pesticide used will be provided to the public, physicians, and other health care providers.
- Adult mosquito control will be scheduled when mosquitoes are active and weather conditions are conducive to its success.
- Information will be released, in advance, through the media, the FCHD WNV Web page, and through news releases, the MSMS, as well as pertinent County and community.

4. Physical Control or Source Reduction
    a. Removing or modifying oviposition sites.
    b. Encourage proper storm water management practices.
5. Biological Control
    a. None foreseen.
6. Public Health Mosquitocides.
    a. Larvicides
        i. Biological larvicides
            a. Microbial larvicides
                1. *Bacillus thuringiensis israelensis* (*Bti*)
                2. *Bacillus sphaericus* (*Bs*)
                3. Spinosad
            b. Growth regulators and chitin synthesis inhibitors
                1. (S)-Methoprene
            c. Alcohol-derived monomolecular surface films
                1. Monomolecular films
        ii. Chemical larvicides
            a. Larvicidal oils
            b. Temephos
    b. Adulticides
        i. Adulticides will only be used with authorization from the County Executive.
        ii. Adulticides will only be applied when thresholds have been exceeded.
        iii. Non-residual adulticides applied to the air column will only be applied when the target species is active.
        iv. Adulticides will be applied according to label specifications.
        v. Adulticides will not be applied in rainy or windy conditions.

vi. Adulticides will only be applied by trained or certified personnel.
vii. Adulticides labeled for mosquito control in part may include:
1. Pyrethrins
2. Pyrethroids, Pyrethroid Derivatives Permethrin
viii. Adulticides will be applied at label rates.

c. Adulticide application equipment will be calibrated and maintained per specifications and timetable.

7. Monitoring for Efficacy/Resistance.
   a. Basic resistance management techniques will include:
      i. Utilizing physical control/ source reduction and biological control methodologies to the maximum extent practicable.
      ii. Not using the same class of chemical against both immature and adult mosquitoes.
      iii. Applying pesticide at the rate recommended on the label.
      v. Assessing susceptibility when deemed necessary by the resident entomologist.
   b. Utilizing surveillance methods following larvicide or adulticide applications.
8. Education & Community Outreach.
   a. The public will be encouraged to enlist resident's to dispose of (or modifying) oviposition habitat, and proper application of repellents.
   b. Inform constituents of surveillance and control activities.
   c. Maintain and upgrade personnel's knowledge.
   d. Outreach and Educational material will be evaluated yearly and updated as necessary
   e. Material will be produced annually
      i. 18-month Calendar
      ii Children's reader
      iii Reprinting material as necessary.
9. Record-keeping.
   a. Applicator's name, address and pesticide applicator certification number (if applicable)
   b. Application date and time of day
   c. Product name and EPA registration number
   d. General location of application and approximate size of area treated
   e. Amount of material applied
   f. Rate of application

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Board Agenda Item
April 10, 2012

ACTION – 4

Approval of a Resolution to Authorize the Sale of Fairfax County Economic Development Authority Revenue Refunding Bonds for the Route 28 Transportation Improvement District Series 2003 and 2004

ISSUE:
Board approval of a resolution to authorize and request the sale of Fairfax County Economic Development Authority Revenue Refunding Bonds for the Route 28 Transportation Improvement District Series 2003 and 2004.

RECOMMENDATION:
The County Executive recommends Board approval of a Resolution which (i) requests the Fairfax County Economic Development Authority ("EDA") to issue refunding bonds for the previously approved Projects (the "Bonds"), (ii) approves the form of the Preliminary Official Statement and the Notice of Sale, (iii) approves the form of the Continuing Disclosure Agreement, (iv) approves the form of the Fifth Supplemental Trust Agreement, (v) Authorizes the execution and delivery of the documents and authorizes the Chairman, Vice Chairman, the County Executive or the Chief Financial Officer to determine and approve certain details of the transaction.

TIMING:
Board action is requested on April 10, 2012.

BACKGROUND:
The Route 28 District is a special tax district formed in partnership with Loudoun County to provide improvements to State Route 28 on December 21, 1987. Under the terms of the agreement with the State, the District will fund 75 percent of defined Phase I and Phase II improvements and the State will fund 25 percent from funds received through the State Primary Road Fund allocation formula. Improvements completed for Phase I included widening the existing road from two to six lanes and upgrading three major intersections. Phase II improvements included ten grade separated interchanges and widening from six lanes to eight. All interchanges have been substantially completed or are in the final stages of construction.

In August 2002, the parties to the amended Route 28 District and Local Contracts agreed to support a plan of financing that would result in the construction of six new interchanges along Route 28 supported by a combination of the special improvements tax levied in the District and allocations from the Virginia Department of Transportation. The financing plan included the following components: Refunding of approximately

$120 million of outstanding 1992 Commonwealth Transportation Bonds sold for the original construction of the Route 28 project; issuance of approximately $36 million of new bonds by the Commonwealth Transportation Board (CTB) supported by the special improvements tax; issuance of up to $90 million of Fairfax County Economic Development Authority revenue bonds supported by the special improvements tax and the moral obligations of Fairfax and Loudoun Counties each to replenish half of any deficiencies in the related debt service reserve fund; approximately $67 million of VDOT allocations and approximately $14 million from other state sources.

Two bond sales were utilized to meet the EDA's $90 million authorization level to fund a portion of the project expenditures. The Series 2003 revenue bonds in the amount of $33.3 million were issued in October 2003 and the Series 2004 revenue bonds in the amount of $57.4 million were issued in August 2004. This bond sale will refund the Series 2003 and Series 2004 EDA revenue bonds.

Subsequent to the agreements to proceed with the first six interchanges, an additional amendment provided for the construction of the final four interchanges. The EDA issued the Series 2007 revenue bonds in the amount of $41.5 million in February 2007 and the Series 2008 revenue bonds in the amount of $51.5 million in July 2008 to fully fund those final interchange projects. However, the Series 2007 and Series 2008 are not eligible for refunding at this time.

The Route 28 Highway Transportation Improvement District Commission approved the resolution to proceed with refunding the Series 2003 and Series 2004 revenue bonds at their March 23, 2012, annual meeting. The Commission also recommended maintaining the district tax rate at 18 cents per $100 of assessed value for FY 2013. Review and approval of the various documents will also be necessary by Loudoun County and the Fairfax County EDA. The Loudoun County Board of Supervisors meets on April 4, 2012, and the Fairfax County EDA meets on April 17, 2012. The current bond sale schedule of events anticipates a sale on or about May 15, 2012.

The Route 28 Commission is also studying options to move forward with segments of the final phase of district funded Route 28 improvements which would ultimately widen Route 28 from six to eight lanes between Sterling Boulevard and Route 50. Concurrent with the EDA refunding, the CTB will be refunding the Transportation Contract Revenue Refunding Bonds Series 2002 that are also paid from special tax district revenue. Staff will coordinate with the Virginia Department of Transportation (VDOT) and the CTB to ensure the maximum savings possible while positioning the district to support potential new money issues necessary to begin the final phase of widening projects in the near future. The current CTB bond sale schedule of events anticipates a sale on or about May 7, 2012.

FISCAL IMPACT:
Based on market conditions as of March 21, 2012, a refunding of $82 million of existing EDA debt is estimated to generate net present value savings of $5.8 million or 7.1% of the refunded bonds. If interest rates rise 25 basis points (0.25 percent), the net present value savings would be approximately $3.5 million or 6.5% (the refunding candidates will fall to $54.9 million). If interest rates rise 50 basis points (0.50 percent), the net present value savings would be approximately $2.0 million or 4.9% (the refunding candidates will fall to $41.8 million). Per VDOT's financial advisors as of March 6, 2012, a refunding of $49.9 million of existing CTB debt is estimated to general net present value savings of $12.9 million or 25.7% of the refunded bonds.

The County's last refunding bond sale in the amount of $192.36 million occurred on January 19, 2012. The sale generated net present value savings of $24.66 million or 11.28% of the refunded bonds with the savings spread over the life of the refunding bonds through FY 2024. The County has held an Aaa rating from Moody's since 1975, an AAA rating from Standard and Poor's since 1978, and an AAA rating from Fitch Ratings since 1997. As of January 2012, eight states, thirty-nine counties, and thirty-four cities have a triple-A bond rating from all three major rating agencies. As a result of the County's excellent triple-A bond rating, the County has saved an estimated $538.09 million from County bond and refunding sales.

ENCLOSED DOCUMENT:
Attachment 1: Resolution of Approval
Attachment 2: Bond Sale Schedule of Events
Attachment 3: Commission Resolution (Approved March 23, 2012)
Attachment 4: Amended and Restated District Contract
Attachment 5: Amended and Restated Fiscal Agent Agreement
Attachment 6: Preliminary Official Statement (Available in the Office of the Clerk of the Board)
Attachment 7: Continuing Disclosure Agreement
Attachment 8: Fifth Supplemental Trust Agreement
Attachment 9: Notice of Sale

STAFF:
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Leonard Wales, County Financing Advisor, Department of Management and Budget
Joseph LaHait, Debt Coordinator, Department of Management and Budget

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RESOLUTION APPROVING THE ISSUANCE OF COMMONWEALTH TRANSPORTATION BOARD TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT); REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT) SERIES 2012, APPROVING THE FORM OF AN AMENDED AND RESTATED DISTRICT CONTRACT BY AND AMONG THE COMMONWEALTH TRANSPORTATION BOARD, THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION, APPROVING THE FORM OF AND EXECUTION OF AN AMENDED AND RESTATED FISCAL AGENT AGREEMENT BETWEEN THE COUNTY, LOUDOUN COUNTY AND A FISCAL AGENT AGREEMENT, APPROVING THE FORM OF A SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT RELATING TO SUCH BONDS AND A NOTICE CALLING FOR BIDS TO PURCHASE THE BONDS, CONFERRING AUTHORITY TO EXECUTE AND DELIVER SUCH DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED; AND DELEGATING TO ANY OF THE CHAIRMAN, VICE CHAIRMAN, COUNTY EXECUTIVE AND THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE AND APPROVE CERTAIN DETAILS OF SUCH TRANSACTIONS.

WHEREAS, the Board of Supervisors (the "Board") of Fairfax County (the "County"), the Board of Supervisors (the "Loudoun Board") of Loudoun County ("Loudoun County") and the State Route 28 Highway Transportation Improvement District Commission (the "Commission") are parties to an Amended and Restated Local Contract dated as of November 1, 2006 (the "Local Contract"), which provides, among other things, the duty of the Commission to make requests to the Board of Supervisors for the levy of a special improvements tax and the collection of special tax revenues in the State Route 28 Highway Transportation Improvement District (the "District"); and

WHEREAS, the Commonwealth Transportation Board (the "CTB"), the Commission and Fairfax County Economic Development Authority (the "Authority") are parties to an Amended and Restated District Contract, dated August 30, 2002, a First Amendment to Amended and Restated District Contract, dated November 1, 2006 and a Second Amendment to Amended and Restated District Contract dated as of March 1, 2010 (collectively, the "District Contract") which provides among other things, an agreement for the CTB to undertake certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for State Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the "District Project"), an agreement among the parties regarding the financing of the District Project and the levy of a

special improvements tax in the District and the collection of special tax revenues from the levy in the District; and

WHEREAS, the Board, the Loudoun Board and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), are parties to an Amended and Restated Fiscal Agent Agreement, dated November 1, 2006 (the "Fiscal Agent Agreement"), by the terms of which the County and Loudoun County agreed to pay the special tax revenues collected in the District to the Fiscal Agent which allocates and distributes the revenues pursuant to the provisions of the Fiscal Agent Agreement and in accordance with the District Contract; and

WHEREAS, the CTB on October 10, 2002 issued $83,820,000 Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2002 and $36,823,667.45 Commonwealth of Virginia Transportation Contract Revenue Bonds (Route 28 Project) Series 2002 (collectively, the "2002 CTB Bonds") to provide financing and debt service savings for the District Project; and

WHEREAS, the Authority has financed approximately $176 million of the construction costs of the District Project by issuing four series of Bonds (the "Outstanding Authority Bonds"), designated "Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project)", that are outstanding under and secured by an Amended and Restated Trust Agreement, dated as of November 1, 2006 (the "Trust Agreement"); and

WHEREAS, there has been presented to the Board the proposed form of an Amended and Restated District Contract by and among the CTB, the Commission and the Authority the terms of which would amend the District Contract such that the terms and conditions of the District Contract allow for increased flexibility for structuring the refunding of 2002 CTB Bonds and Outstanding Authority Bonds as well as incorporating the prior amendments to the District Contract (the "Amended and Restated District Contract"); and

WHEREAS, the CTB has determined to refinance the 2002 CTB Bonds (the "CTB Refunding Bonds") to provide debt service savings, and pursuant to the Amended and Restated District Contract and the County has determined to approve the issuance of the CTB Refunding Bonds; and

WHEREAS, the County has determined to request the Authority consider a resolution authorizing the refinancing of certain of the Outstanding Authority Bonds by issuing "Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2012" (the "Series 2012 Bonds"), pursuant to the Trust Agreement and the necessary documents to effect such financing and related transactions; and

WHEREAS, there has been presented to the Board a proposed form of a fifth supplemental trust agreement of the Authority (the "Supplemental Agreement"), supplementing the Trust Agreement, which fifth supplemental trust agreement will set forth the details of the Series 2012 Bonds, as contemplated by the Trust Agreement; and

WHEREAS, there has been presented to the Board the proposed form of an Amended and Restated Fiscal Agent Agreement (the "Amended and Restated Fiscal Agent Agreement") by an among the Board, the Loudoun Board and the Fiscal Agent the terms of which would amend the Fiscal Agent Agreement to contemplate the issuance of the CTB Refunding Bonds and the Series 2012 Bonds; and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the Series 2012 Bonds, the Authority, the County, Loudoun County, the District and the District Project (the "Preliminary Official Statement"); and

WHEREAS, there has been presented to the Board a proposed form of the notice calling for bids for the purchase of all (but not less than all) of the Series 2012 Bonds (the "Notice of Sale"); and

WHEREAS, the County and Loudoun County will severally undertake primary responsibility for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time, and make continuing disclosure undertakings in the form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement," and collectively with the Amended and Restated District Contract, the Supplemental Agreement, the Amended and Restated Fiscal Agent Agreement, the Preliminary Official Statement, and the Notice of Sale, the "2012 Documents"); and

WHEREAS, the Board has duly reviewed and considered the forms of each of the 2012 Documents and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to each of the Chairman and Vice Chairman of the Board and the County Executive and the Chief Financial Officer of the County (each, a "County Delegate") the power to approve the sale of the Series 2012 Bonds and the details of these transactions, approve the issuance by CTB of the CTB Refunding Bonds but subject to the guidelines and standards established hereby and subject to the approval of appropriate Loudoun County and Authority officials, and to make appropriate certifications and agreements in connection with these transactions; now, therefore,

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, as follows:

SECTION 1. The Authority is hereby requested to authorize and issue the Series 2012 Bonds in an aggregate principal amount not to exceed $91 million for the purpose of refunding certain outstanding maturities of Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 and Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project) Series 2004. Such Series 2012 Bonds may be sold on any date up to December 31, 2012.

Such Series 2012 Bonds may be sold in a competitive sale pursuant to bids received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters chosen in compliance with County and Loudoun County guidelines and regulations. If such Series 2012 Bonds shall be sold in a competitive sale such Series 2012 Bonds are requested to be awarded to the bidder submitting the best bid (determined in accordance with the requirements of the Notice of Sale and the terms set forth in an EDA Board of Commissioners resolution) and a County Delegate is hereby authorized to request EDA to award the Bonds to such best bidder. The Series 2012 Bonds may upon the approval of the EDA Chairman, Vice Chairman or other authorized officer and with the consent of a County Delegate and the Loudoun County Administrator or Chief Financial Officer be sold in a negotiated sale to one or more underwriters, subject to the following conditions: (i) the Financial Advisor to Fairfax County and the Financial Advisor to Loudoun County shall have recommended that due to financial market conditions

such a negotiated sale best serves the interest of the Authority, the County and Loudoun County, (ii) the underwriter(s) of the bonds shall have been chosen pursuant to County and Loudoun County guidelines and regulations. In the event of a negotiated sale, a County Delegate, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute or approve a bond purchase agreement, by and among the underwriters, EDA and approved by the County and Loudoun County, setting forth the terms of the sale of the Series 2012 Bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution or the resolution to be approved by the EDA Board of Commissioners resolution relating to the Series 2012 Bonds and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

SECTION 2. The Board hereby approves the issuance by CTB of its CTB Refunding Bonds, and any County Delegate is hereby authorized to approve, if necessary, details concerning the structure, sizing, pricing and issuance of such CTB Refunding Bonds.

SECTION 3. The form of the Amended and Restated District Contract, presented at this meeting, amending and restating the District Contract to allow for the issuance of the CTB Refunding Bonds and the Series 2012 Bonds, is hereby approved.

SECTION 4. The form of the Amended and Restated Fiscal Agent Agreement, presented at this meeting, is hereby approved, and any County Delegate is hereby authorized, directed and empowered to execute and deliver, in the name and on behalf of the County, the Amended and Restated Fiscal Agent Agreement.

SECTION 5. The form of the Supplemental Agreement, presented to this meeting, providing the details, and for the custody, investment and disbursement of the proceeds, of the 2012 Bonds is hereby approved.

SECTION 6. The form of the Preliminary Official Statement, presented at this meeting, relating to the Series 2012 Bonds is hereby approved, and any County Delegate is hereby authorized to deem "final" for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, those portions of the Preliminary Official Statement relating to the Series 2012 Bonds and the security therefor, the District and the County. The distribution and use by the Underwriters in making a public offering of the Series 2012 Bonds of a final Official Statement (the "Official Statement"), in substantially the form of the Preliminary Official Statement but completed with pricing and other details of the Series 2012 Bonds, are hereby approved. The Official Statement shall be in the form of the Preliminary Official Statement with such completions and changes as may be approved by a County Delegate.

SECTION 7. The form of the Notice of Sale presented to this meeting be and the same hereby is approved, and the distribution, publication and use of the Notice of Sale for purposes of the sale of the Series 2012 Bonds is hereby approved. Bids shall be received electronically via the PARITY Competitive Bidding System.

SECTION 8. The form of the Continuing Disclosure Agreement, presented at this meeting, is hereby approved, and any County Delegate is hereby authorized, directed and empowered to execute and deliver, in the name and on behalf of the County, the Continuing Disclosure Agreement.

SECTION 9. The authority granted to each of the County Delegates with respect to the instruments approved hereby shall extend to instruments substantially in the forms presented and containing substantially the terms and provisions contained in such forms, with such minor additions, deletions and modifications as shall be approved by the County Delegate executing or approving the Amended and Restated District Contract, the Amended and Restated Fiscal Agent Agreement, the Supplemental Agreement, the Notice of Sale, the Preliminary Official Statement, the final Official Statement and the Continuing Disclosure Agreement and the execution and delivery or approval of these instruments by any of them shall be conclusive evidence of approval of the changes, if any, in the forms thereof.

SECTION 10. The members, officers and employees of the Board and the County and the officers and agents of the Authority and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2012 Bonds, the Trust Agreement, the Series 2012 Documents and the Official Statement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Series 2012 Bonds, the Trust Agreement, the Series 2012 Documents and the Official Statement and also to do all acts and things required of them by the provisions of this Resolution.

SECTION 11. The County Delegates are authorized to execute one or more certificates evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificate shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 12. Any and all actions heretofore taken by the County Delegates and other County officials in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 13. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 14. This resolution shall take effect immediately upon its adoption.

DRAFT Bond Sale Schedule – Rt 28 Project

Fairfax County EDA Transportation Contract Revenue Refunding Bonds, Series 2012

February 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Week of	Activity & Event	Responsible Party
February 13th	Distribute first draft of Amended District Contact, Amended Fiscal Agent Agreement, Supplemental Trust, and Bond Resolutions (collectively "Bond Documents")	SID
February 20th	*Monday, February 20th* – President's Day Holiday	-
	First draft of POS and NOS distributed (collectively "Disclosure Documents")	NP
	Comments due on Bond Documents	All
February 27th	Distribute second draft of Bond Documents	SID
	Comments due on Disclosure Documents	All
March 5th	Comments due on Bond Documents	All
	Second draft of Disclosure Documents distributed	NP
	Documents due for District Commission [Date TBD]	LDN
	First draft of ratings presentation distributed	DAV
March 12th	*Monday, March 12th* – District Advisory Board meeting	LDN, FX
	Documents due for Loudoun County Board [Date TBD]	LDN
	Comments due on first draft of ratings presentation	All
March 19th	*Tuesday, March 20th* – Board Title due for Fairfax County Board	FX
	Thursday, March 22nd – Board Item due for Fairfax County Board	FX
	Friday, March 23rd – Rt. 28 District Commission considers CTB Bond Documents	LDN
	Distribute second draft of ratings presentation	DAV
March 26th	Comments due on second draft of ratings presentation	All
April 2nd	Documents needed for FX EDA Board	FX, SID, NP
	Wednesday, April 4th – Loudoun County considers Bond Documents	LDN, NP
	Finalize rating agency presentation	DAV
	Send draft documents to the rating agencies	DAV
April 9th	Discussions with rating agencies	DAV, LDN, FX, PFM
	Tuesday, April 10th – Fairfax County Board considers Bond Documents	FX
April 16th	*Tuesday, April 17th* – Fairfax County EDA considers Bond Documents	FX
April 30th	Receive bond ratings	-
	Friday, May 4th – Finalize & Distribute POS	NP, PFM
May 7th	CTB Rt 28 Refunding competitive bond sale	PRAG
	Pre-market bonds	PFM

DRAFT Bond Sale Schedule – Rt 28 Project

Fairfax County EDA Transportation Contract Revenue Refunding Bonds, Series 2012

February 2012						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

March 2012						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2012						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Week of	Activity & Event	Responsible Party
May 14th	*Tuesday, May 15th* – Refunding bond sale	All
May 21st	CTB Rt 28 Refunding bond sale closing	All
May 28th	*Monday, May 28th* – Memorial Day Holiday *Wednesday, May 30th* – Bond closing	- All

Legend:
FX = Fairfax County, VA
LDN = Loudoun County, VA
SID = Sidley Austin, Bond Counsel to Fairfax
NP = Nixon Peabody, Bond Counsel to Loudoun
PFM = Public Financial Management, Financial Advisor to Fairfax
DAV = Davenport, Financial Advisor to Loudoun

RESOLUTION APPROVING THE ISSUANCE OF COMMONWEALTH TRANSPORTATION BOARD TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT) AND FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY TRANSPORTATION CONTRACT REVENUE REFUNDING BONDS (ROUTE 28 PROJECT) SERIES 2012, APPROVING THE FORM OF AND EXECUTION OF AN AMENDED AND RESTATED DISTRICT CONTRACT BY AND AMONG THE COMMONWEALTH TRANSPORTATION BOARD, THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY AND THE STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION, CONFERRING AUTHORITY TO EXECUTE AND DELIVER SUCH DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED; AND DELEGATING TO ANY OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER AND SECRETARY TO DETERMINE AND APPROVE CERTAIN DETAILS OF SUCH TRANSACTIONS.

WHEREAS, the Board of Supervisors (the "Fairfax Board") of Fairfax County ("Fairfax County"), the Board of Supervisors (the "Loudoun Board") of Loudoun County ("Loudoun County") and the State Route 28 Highway Transportation Improvement District Commission (the "Commission") are parties to an Amended and Restated Local Contract dated as of November 1, 2006 (the "Local Contract"), which provides, among other things, the duty of the Commission to make requests to the Board of Supervisors for the levy of a special improvements tax and the collection of special tax revenues in the State Route 28 Highway Transportation Improvement District (the "District"); and

WHEREAS, the Commonwealth Transportation Board (the "CTB"), the Commission and Fairfax County Economic Development Authority (the "Authority") are parties to an Amended and Restated District Contract, dated August 30, 2002, a First Amendment to Amended and Restated District Contract, dated November 1, 2006 and a Second Amendment to Amended and Restated District Contract dated as of March 1, 2010 (collectively, the "District Contract") which provides among other things, an agreement for the CTB to undertake certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for State Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the "District Project"), an agreement among the parties regarding the financing of the District Project and the levy of a special improvements tax in the District and the collection of special tax revenues from the levy in the District; and

WHEREAS, the Fairfax Board, the Loudoun Board and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), are parties to an Amended and Restated Fiscal Agent Agreement, dated November 1, 2006 (the "Fiscal Agent Agreement"), by the terms of which the County and Loudoun County agreed to pay the special tax revenues collected in the District to the Fiscal Agent which allocates and distributes the revenues pursuant to the provisions of the Fiscal Agent Agreement and in accordance with the District Contract; and

WHEREAS, the CTB on October 10, 2002 issued $83,820,000 Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2002 and $36,823,667.45 Commonwealth of Virginia Transportation Contract Revenue Bonds (Route 28 Project) Series 2002 (collectively, the "2002 CTB Bonds") to provide financing and debt service savings for the District Project; and

WHEREAS, the Authority has financed approximately $176 million of the construction costs of the District Project by issuing four series of Bonds (the "Outstanding Authority Bonds"), designated "Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project)", that are outstanding under and secured by an Amended and Restated Trust Agreement, dated as of November 1, 2006 (the "Trust Agreement"); and

WHEREAS, there has been presented to the Commission the proposed form of an Amended and Restated District Contract by and among the CTB, the Commission and the Authority the terms of which would amend the District Contract such that the terms and conditions of the District Contract allow for increased flexibility for structuring the refunding of 2002 CTB Bonds and Outstanding Authority Bonds as well as incorporating the prior amendments to the District Contract (the "Amended and Restated District Contract"); and

WHEREAS, the CTB has determined to refinance the 2002 CTB Bonds (the "CTB Refunding Bonds") to provide debt service savings, and pursuant to the Amended and Restated District Contract and the Commission has determined to approve the issuance of the CTB Refunding Bonds; and

WHEREAS, Fairfax County and Loudoun County has determined to request the Authority consider a resolution authorizing the refinancing of certain of the Outstanding Authority Bonds by issuing "Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project), Series 2012" (the "Series 2012 Bonds"), pursuant to the Trust Agreement and the necessary documents to effect such financing and related transactions and the Commission has determined to approve the issuance of the Series 2012 Bonds; and

WHEREAS, there has been presented to the Commission a proposed form of a fifth supplemental trust agreement of the Authority (the "Supplemental Agreement"), supplementing the Trust Agreement, which fifth supplemental trust agreement will set forth the details of the Series 2012 Bonds, as contemplated by the Trust Agreement; and

WHEREAS, there has been presented to the Commission the proposed form of an Amended and Restated Fiscal Agent Agreement (the "Amended and Restated Fiscal Agent Agreement") by an among the Board, the Loudoun Board and the Fiscal Agent the terms of which would amend the Fiscal Agent Agreement to contemplate the issuance of the CTB Refunding Bonds and the Series 2012 Bonds; and

WHEREAS, there has been presented to the Commission a proposed Preliminary Official Statement describing the Series 2012 Bonds, the Authority, the County, Loudoun County, the District and the District Project (the "Preliminary Official Statement"); and

WHEREAS, there has been presented to the Commission a proposed form of the notice calling for bids for the purchase of all (but not less than all) of the Series 2012 Bonds (the "Notice of Sale"); and

WHEREAS, the Commission has duly reviewed and considered the forms of the Amended and Restated District Contract, the Supplemental Agreement, the Amended and Restated Fiscal Agent Agreement, the Preliminary Official Statement and the Notice of Sale and has determined that each is in acceptable form; and

WHEREAS, the Commission has further determined that the information respecting the Commission and the District contained in the draft Preliminary Official Statement of the Authority is accurate; and

WHEREAS, the Commission has determined that it is necessary and appropriate to delegate to each of the Chairman, Vice Chairman, Treasurer or Secretary of the Commission (each a "Delegate") the power to take any and all actions required of the Commission in connection with the authorization, offering, sale and delivery of CTB Refunding Bonds and the Series 2012 Bonds; now, therefore,

BE IT RESOLVED by the State Route 28 Highway Transportation Improvement District Commission as follows:

SECTION 1. The Commission hereby approves the issuance of the CTB Refunding Bonds and the Series 2012 Bonds.

SECTION 2. The form of the Amended and Restated District Contract, presented at this meeting, amending and restating the District Contract to allow for the issuance of the CTB Refunding Bonds and the Series 2012 Bonds, is hereby approved, and any Delegate is hereby authorized, directed and empowered to execute and deliver, in the name and on behalf of the Commission, the Amended and Restated District Contract.

SECTION 3. The statements relating to the District and the Commission contained in the form of the Preliminary Official Statement presented to the Commission are hereby approved as accurate.

SECTION 4. The officers and officials of the Commission are hereby authorized and directed to execute and deliver such consents, certifications, attestations and other instruments as shall be necessary or convenient to facilitate the issuance of each series of the CTB refunding and the Series 2012 Bonds and as are not inconsistent with the with terms and tenor of this resolution.

SECTION 5. Any and all actions heretofore taken by the Delegates and other Commission officials in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

SECTION 6. Any and all resolutions of the Commission or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 7. This resolution shall take effect immediately upon its adoption.

Attachment 4

AMENDED AND RESTATED

DISTRICT CONTRACT

by and among

THE COMMONWEALTH TRANSPORTATION BOARD,

THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

and

THE STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

Dated as of
_____, 2012

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AMENDED AND RESTATED DISTRICT CONTRACT

THIS AMENDED AND RESTATED DISTRICT CONTRACT is made as of _____, 2012, by and among the COMMONWEALTH TRANSPORTATION BOARD (the "Board"), the FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority"), and the STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION (the "Commission") (the Board, the Authority, and the Commission sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. The Board and the State Route 28 Highway Transportation Improvement District (the "District") entered into a contract, dated as of September 1, 1988 (the "Original Contract"), providing for improvements to State Route 28 in Fairfax and Loudoun Counties. Under the Original Contract, the District agreed to request the Boards of Supervisors to levy a special improvements tax and collect special tax revenues in accordance with the Primary Highway Transportation Improvement District in Multi-County Areas Act of 1987, being Virginia Code §15.1-1372.1 et seq., now found at § 15.2-4600 et seq. (the "District Act"), and to pay for a portion of the costs of building a limited access freeway, commencing with the specified Phase I Transportation Improvements to State Route 28, as provided in the Concurrent Resolutions.

B. The Board and the District entered into a First Amendment to the Original Contract, dated as of April 1, 1992 (the "First Amendment") as a result of a reduction in the actual costs of the Phase I Transportation Improvements.

C. The Board and the District entered into a Second Amendment to the Original Contract, dated as of September 1, 1993 (the "Second Amendment"), to provide for lump-sum payments by landowners of commercially- and industrially-zoned land in the District in connection with the rezoning of such land for residential use as authorized under Chapter 870 of the Acts of Assembly of 1993 (the "First District Act Amendment") and to make certain other changes.

D. Chapter 435 of the Acts of Assembly of 2000 (the "Second District Act Amendment") amended and reenacted the District Act, in pertinent part, to extend the life of the District for a period of fifteen (15) years beyond the thirty-five (35) year term originally provided for in the District Act.

E. Chapter 770 of the Acts of Assembly of 2002 (the "Third District Act Amendment") amended and reenacted the District Act to provide, inter alia, that the District shall not be abolished so long as any District Obligation remains outstanding.

F. The Parties now desire to enter into this District Contract in order to (1) further amend and reenact the Original Contract; (2) complete payment for Phase I Transportation Improvements; (3) undertake those Phase II Transportation Improvements

included in the District Project; (4) set forth the agreement of the Parties regarding the method of financing the District Project; (5) request the Board of Supervisors to levy a Special Improvements Tax and collect Special Tax Revenues in accordance with the District Act; (6) have such revenues paid to the bank or trust company designated for the purpose pursuant to Section 302(f) for the accounts of the Board and the Authority as partial payment for the Costs of the District Project; and (7) establish the District Obligation for the payment of such Costs.

NOW, THEREFORE, in consideration of the foregoing, the continuing services to be provided, and the mutual representations, warranties and agreements contained in this District Contract, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. The following words as used in this District Contract shall have the following meanings unless a different meaning clearly appears from the context:

"Annual Authority Share" means the Authority Proportion multiplied by the total amount of Special Tax Revenues available in a particular Fiscal Year to pay the Combined Debt Service for that Fiscal Year, but not more than the total annual debt service scheduled to become due in that Fiscal Year on all outstanding Authority Bonds.

"Annual Board Share" means the Board Proportion multiplied by the amount of Special Tax Revenues available in a particular Fiscal Year to pay the Combined Debt Service for that Fiscal Year, but not more than the total annual debt service scheduled to become due in that Fiscal Year on all outstanding State Bonds of 2002. The Annual Board Share in the first Fiscal Year shall be reduced in accordance with and to the extent provided in Section 401(a).

"Authority" means the Fairfax County Economic Development Authority, created pursuant to the EDA Act, and its successors.

"Authority Bonds" means the bonds that may be issued by the Authority to provide approximately $176,000,000 in construction funds in accordance with the District Contract in connection with the financing of the Phase II Transportation Improvements. This definition also includes any bonds issued by the Authority to refund all or any of the Authority Bonds or bonds that shall have refunded bonds that have refunded Authority Bonds, provided that either (i) the annual debt service on such refunding bonds shall be equal to or less than the annual debt service on the bonds refunded and the final maturity of such refunding bonds shall occur no later than the final maturity of the bonds refunded or (ii) the Board and the Boards of Supervisors shall have given their prior written consent to the issuance of such refunding bonds.

"Authority Proportion" means the aggregate annual debt service obligation on all outstanding Authority Bonds scheduled to become due in a particular Fiscal Year divided by the Combined Debt Service for that Fiscal Year.

"Board" means the Commonwealth Transportation Board and its successors.

"Board of Supervisors" or "Boards of Supervisors" means either or both of the boards of supervisors as the governing bodies of Fairfax and Loudoun Counties, as appropriate.

"Board Proportion" means the aggregate annual debt service obligation scheduled to become due on all outstanding State Bonds of 2002 in a particular Fiscal Year divided by the Combined Debt Service for that Fiscal Year.

"Board Statute" means Virginia Code § 33.1-1 et seq., establishing the Board and providing for its powers and duties.

"Combined Debt Service" means the aggregate annual debt service obligation on all outstanding Authority Bonds and State Bonds of 2002 scheduled to become due in any particular Fiscal Year.

"Commission" means the State Route 28 Highway Transportation Improvement District Commission appointed by the Boards of Supervisors pursuant to the District Act and the Chairman of the Board, or his designee, as an ex officio member.
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"Concurrent Resolutions" means the resolutions adopted by the Boards of Supervisors in December 1987 to establish the District pursuant to the District Act.

"Cost" or "Cost of the Project Improvements" means the cost as set forth in Section 303 of this District Contract of transportation improvements included in the District Project.

"County" or "Counties" means either or both Fairfax and Loudoun Counties, as appropriate.

"Department" means the Virginia Department of Transportation, a department of the Commonwealth of Virginia, and any other state agency succeeding to the power, authorities and responsibilities of the Department.

"District" means the State Route 28 Highway Transportation Improvement District created by Fairfax and Loudoun Counties pursuant to the District Act.

"District Act" means the Primary Highway Transportation Improvement in Multi-County Areas Act, being Virginia Code § 15.1-1372 et seq., as restated and amended as Virginia Code § 15.2-4600 et seq., as amended, pursuant to which Fairfax and Loudoun Counties established the District.

"District Contract" means this contract between the Parties, and any and all modifications, alterations, amendments and supplements thereto, which as of the Effective Date shall supersede the Original Contract dated September 1, 1988, and all amendments thereto.

"District Obligation" means the portion of the Cost of transportation improvements included in the District Project that has been or is to be paid with Special Tax Revenues in accordance with Article IV of this District Contract.

"District Project" means the Phase I Transportation Improvements, the Phase II Project Improvements and the Phase II Final Four Improvements.

"District Project Completion Fund" means the special fund created with the Fiscal Agent to which are credited Excess Revenues held by or on behalf of the Commission for the purposes set forth in Section 401(e).

"EDA Act" means Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended.

"Effective Date" means the date of the defeasance of all of the Board's outstanding Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds (Route 28 District Project), Series 1992.

"Excess Revenues" means the amount, if any, of Special Tax Revenues available in any Fiscal Year in excess of the sum of the Combined Debt Service.

"Fiscal Agent" means the bank or trust company designated as such pursuant to Section 302(f).

"Fiscal Year" means the twelve-month period beginning on July 1 of one year and ending on June 30 of the following year or such other fiscal year of twelve months as may be determined by the Parties.

"Highway Funds" means funds for the District Project in Fiscal Years 2003 through 2007 from the Virginia Transportation Six Year Program for Fiscal Years 2002-2008, approved and adopted by the Board on June 20, 2002, in the total amount of $66,500,366.

"Local Contract" means the contract between the Commission and the Boards of Supervisors of Fairfax and Loudoun Counties as amended and restated as of the date hereof, providing for, among other things, the request for the levy of the Special Improvements Tax and the collection and payment of Special Tax Revenues.

"Lump Sum Payments" means the payments provided for in the First District Act Amendment calculated under the formula set forth in Appendix F.

"Net Debt Service" means actual principal and interest payments on all bonds issued by the Board or the Authority to pay for the District Project less investment

earnings credited to such payments under the terms of the agreements of trust for such bonds.

"Petition" means the Joint Petition to the Board of Supervisors of Fairfax County and to the Board of Supervisors of Loudoun County from landowners seeking the establishment of the Primary Highway Transportation Improvement District known as the State Route 28 Highway Transportation Improvement District.

"Phase II Final Four Improvements" means the Phase II Transportation Improvements described by: (1) paragraph 1, subparagraphs g, h, i and j of Appendix A2; and (2) paragraph 3 of Appendix A2, with respect to the elimination of signalized intersections and access points at Dulles Center Boulevard, Severn Way, Steeplechase Drive, Park Center Drive, and Access Road from Southbound Route 28 between Route 50 and Willard Road.

"Phase II Project Improvements" means the Phase II Transportation Improvements included in the District Project, as more particularly described in Appendix A3.

"Phase I Transportation Improvements" means initial modifications to State Route 28, including six (6) lanes with a twenty-six foot median from Interstate 66 in Fairfax County to Route 7 in Loudoun County and three (3) grade-separated interchanges at Route 50, Dulles Airport Access Toll Road and Route 7, as more particularly described in Appendix A1.

"Phase II Transportation Improvements" means additional modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County, as more particularly described in Appendix A2.

"Project Improvements" means the transportation improvements included in the District Project.

"Proportionately" means *pro rata* based on the relative sizes of the Authority Proportion and the Board Proportion for a particular Fiscal Year, each compared to the sum of the Authority Proportion and the Board Proportion for that Fiscal Year.

"Sales Tax Funds" has the meaning given such term by Section 302(g) of this District Contract.

"Special Improvements Tax" means a special improvements tax levied and payable not less frequently than annually on taxable real estate zoned for commercial or industrial use or used for such purposes and taxable leasehold interests zoned for commercial or industrial use or used for such purposes and located within the District.

"Special Tax Revenues" means the revenues collected from the levy of the Special Improvements Tax and the collection of Lump Sum Payments.

"State Bonds of 1992" means the $111,680,000 in Commonwealth of Virginia Transportation Contract Revenue Refunding Bonds, Series 1992 (Route 28 Project) issued by the Board.

"State Bonds of 2002" means the State Refunding Bonds and the State New Money Bonds. This definition also includes any bonds issued by the Board to refund all or any of the State Bonds of 2002 or bonds that shall have refunded bonds that refunded the State Bonds of 2002, provided that either (i) the annual debt service on such refunding bonds shall be equal to or less than the annual debt service on the bonds refunded and the final maturity of such refunding bonds shall occur no later than the final maturity of the bonds refunded or (ii) the Authority and both Boards of Supervisors shall have given their prior written consent to the issuance of such refunding bonds.

"State New Money Bonds" means bonds which have been previously authorized for issuance by the Board in connection with the construction of improvements to Route 28, in the amount of $36,396,246 for new construction, plus associated costs of issuance and other financing costs but which have not yet been issued.

"State Obligation" means the portion of the Cost of the transportation improvements included in the District Project that has been or is to be paid other than with (i) Special Tax Revenues in accordance with this District Contract or (ii) Sales Tax Funds.

"State Refunding Bonds" means the bonds that will be issued by the Board to refund the outstanding State Bonds of 1992.

"Term" means the period specified in Section 501 of this District Contract.

"Virginia Code" means the Code of Virginia of 1950, as amended.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of this District Contract:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this District Contract.

(c) The headings and Table of Contents herein are solely for convenience and shall not constitute a part of this District Contract.

(d) Computations of debt service payable in any Fiscal Year shall exclude any debt service payable on the first day of such Fiscal Year and shall include any debt service payable on the first day of the next succeeding Fiscal Year.

ARTICLE II

REPRESENTATIONS

Section 201. Representations of Board. The Board makes the following representations as of the Effective Date in connection with its undertakings under this District Contract:

(a) The Board is duly organized under the Board Statute.

(b) The Board (i) has the power to enter into this District Contract and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this District Contract; and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this District Contract.

(c) The Board is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such an event of default.

(d) The execution and delivery of and compliance by the Board with the terms and conditions of this District Contract will not conflict with or constitute or result in a default under, or violation of, (i) the Board Statute or any other existing law, rule or regulation applicable to the Board or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Board or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) Except as identified in Appendix B, no further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by the Board of its obligations under this District Contract.

(f) Except as identified in Appendix C, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the Board's knowledge, threatened against it with respect to (i) the creation and existence of the Board, (ii) its authority to execute and deliver this District Contract, (iii) the validity or enforceability of this District Contract, (iv) the title of any officer of the Board who executed this District Contract, or (v) any authority or proceedings related to the execution and delivery of this District Contract on behalf of the Board, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 202. Representations of the Authority. The Authority makes the following representations as of the Effective Date in connection with its undertakings under this District Contract:

(a) The Authority is duly organized under the EDA Act.

(b) The Authority (i) has the power to enter into this District Contract and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this District Contract; and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this District Contract.

(c) The Authority is not in default in the payment of the principal of or interest on any indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing under the provisions of any such agreement that with the lapse of time or the giving of notice, or both, would constitute or result in such an event of default; provided, however, that this representation shall be limited to bonds and other obligations of the Authority for which the Counties, or either of them, is directly or indirectly liable for the debt service thereon or for deficiencies in reserves that secure such bonds.

(d) The execution and delivery of and compliance by the Authority with the terms and conditions of this District Contract will not conflict with or constitute or result in a default under or violation of (i) the EDA Act or any other existing law, rule or regulation applicable to the Authority, or (ii) any indenture, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Authority or any of its assets is subject where the default or violation does or could materially adversely affect the ability of the Authority to discharge its obligations under this District Contract, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of or performance by the Authority of its obligations, other than its commitment to issue Authority Bonds, under this District Contract.

(f) To the Authority's knowledge, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to the Authority's knowledge, threatened against it with respect to (i) the creation and existence of the Authority, (ii) its authority to execute and deliver this District Contract, (iii) the validity or enforceability of this District Contract, (iv) the title of any officer of the Authority who executed this District Contract, or (v) any authority or proceedings related to the execution and delivery of this District Contract on behalf of the Authority, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

Section 203. Representations of Commission. The Commission makes the following representations as of the Effective Date in connection with its undertakings under this District Contract:

(a) The District is duly organized under the District Act.

(b) The Commission (i) has the power to enter into this District Contract and the transactions contemplated hereby; (ii) has the power to carry out its obligations under this District Contract and (iii) by proper action has duly authorized the execution and delivery of and the performance of its obligations under this District Contract.

(c) The District has no outstanding indebtedness of any kind whatsoever other than its obligations under this District Contract if and to the extent any such obligations may constitute outstanding indebtedness.

(d) The execution, delivery and compliance by the Commission with the terms and conditions of the Local Contract and this District Contract will not conflict with, or constitute or result in a default under or violation of, (i) the District Act or any other existing law, rule or regulation applicable to the District or (ii) any lien, lease, contract, order, judgment, decree or other agreement, instrument or restriction of any kind to which the District or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such default or violation.

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any federal, state, or local official is required as a condition precedent to the execution or delivery of, or performance by the Commission in accordance with the terms and conditions of this District Contract.

(f) To the Commission's knowledge, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or threatened against it with respect to: (i) the creation and existence of the District; (ii) its authority to execute and deliver this District Contract; (iii) the validity or enforceability of this District Contract; (iv) the title of any officer of the Commission who executed this District Contract; or (v) any authority or proceedings related to the execution and delivery of this District Contract on behalf of the District, and no such authority or proceedings have been repealed, revoked, rescinded or amended, but each is in full force and effect.

ARTICLE III

UNDERTAKING AND FINANCING THE DISTRICT PROJECT

Section 301. Agreement to Construct and Complete District Project. In accordance with the Department's specifications and on behalf of the Commonwealth of

Virginia, the Board, either directly or through the Department, shall be responsible for construction and completion of the District Project and shall own, operate and maintain the District Project. The responsibility of the Board to complete the District Project as set forth in this District Contract is contingent upon the availability of sufficient revenue for that purpose, including without limitation issuance of the Authority Bonds, but the Parties anticipate that the Plan described in Section 302 will provide revenue sufficient for that purpose. The Commission shall have no right to approve or otherwise exercise control over the design or construction of the District Project. The Board shall notify the Authority and the Commission prior to any major change in the design or construction of the District Project. The Board shall use its best efforts to cause the completion of the District Project by December 31, 2009.

Section 302. Financing the District Project. The Parties wish to implement a new plan of financing and refinancing for Project Improvements (the "Plan"), as set forth herein, subject to such qualifications as also are set forth herein. Also, attached hereto as Appendix E is the schedule of financings as currently anticipated by the Parties.

(a) As the first component of the Plan, the Board and the Department will designate, allocate, and program the Highway Funds, subject to annual appropriation by the General Assembly, to pay a portion of the Cost of Phase II Project Improvements. The Board agrees to use its best efforts to have the Governor and the General Assembly of Virginia take such actions as are necessary to annually appropriate such funds in amounts needed in each such Fiscal Year to continue with the construction of the Phase II Project Improvements in a timely fashion.

(b) As the second component of the Plan, the Board will issue State Refunding Bonds in an amount sufficient, together with other available funds, to defease the outstanding State Bonds of 1992. The State Refunding Bonds will have a final maturity in 2018, will be structured as current interest bonds only, and will be structured to provide substantially level annual savings. The proceeds of the sale of the State Refunding Bonds will be applied to refund, defease, and redeem in full the outstanding State Bonds of 1992.

(c) As the third component of the Plan, the Board also will issue State New Money Bonds which will have a final maturity in 2032 and will be structured as capital appreciation bonds maturing in the years 2019 through 2032. The proceeds of the State New Money Bonds will be sufficient to pay at least $ 36,395,000 of the Cost of the Phase II Project Improvements and to pay the issuance costs of the State Bonds of 2002, and will be used only for those purposes. The State New Money Bonds will be structured to produce debt service that is substantially level during the years 2019 to 2032.

(d)(1) The Board will issue the State Bonds of 2002 pursuant to a Master Agreement of Trust between the Board and a trustee, which may be the same bank or trust company that serves as Fiscal Agent under this District Contract, which agreement will not provide for the establishment of any debt service reserve, repair and replacement or similar funds to be funded or maintained with the proceeds of the State Bonds of 2002

or Special Tax Revenues, except for the refunding escrow fund for the State Bonds of 1992, a debt service fund, and a project fund.

(2) State Bonds of 2002 that are issued to refund State Refunding Bonds or State New Money Bonds may be structured and sized in a manner, as determined by the Board, Commission and Counties, that best utilizes the available capacity of the Special Tax Revenues to provide for debt service payments of both State Bonds of 2002 and Authority Bonds. Such refunding State Bonds of 2002 may modify the original structure of the State Refunding Bonds or the State New Money Bonds.

(e)(1) As the fourth component of the Plan, the Board will request the Authority, no later than when and as monies, in addition to those available from Highway Funds and the proceeds of the State New Money Bonds, are needed to construct the Phase II Project Improvements, to issue bonds in a total amount sufficient to provide approximately $90,000,000 in construction funds. The Authority will plan to issue Authority Bonds in accordance with Appendix E unless otherwise requested by the Board based on the progress of the District Project.

(2) As the fifth component of the Plan, no later than when and as monies are needed to construct the Phase II Final Four Improvements, in addition to those available from the proceeds of any grants received by the Commission from the Transportation Partnership Opportunity Fund ("TPOF"), the proceeds of any loan received by the Commission from TPOF ("TPOF Loans"), and amounts available from other sources, the Authority shall issue additional Authority Bonds in a total amount sufficient to provide approximately $86,100,000 in construction funds. The Authority will plan to issue Authority Bonds in accordance with Appendix E2, unless otherwise necessary based on the progress of the District Project.

(3) The Authority has the discretion to issue the Authority Bonds pursuant to Section 302 (e) (1) and (2), in a single or multiple series when and as needed to pay Costs of the District Project in coordination with the scheduled availability of other available funding for the District Project. The obligation of the Authority to issue Authority Bonds is contingent upon the determination by the Authority and the Counties at the time of issuance that, based on existing collections and anticipated growth rates, Special Tax Revenues available are projected to be sufficient to provide at least 1.1 to 1 debt service coverage ratio for all State Bonds of 2002, the Authority Bonds outstanding and the additional Authority Bonds to be issued. The Parties understand that the Counties will provide appropriate credit enhancements to the Authority Bonds, but will not back them with the full faith and credit of the Counties. Authority Bonds will be structured and sized in a manner, as determined by the Board, Commission and Counties, that best utilizes the available capacity of the Special Tax Revenues to provide for debt service payments of both State New Money Bonds and Authority Bonds.

(f) The Parties will designate a bank or trust company to serve as Fiscal Agent to which, upon the full defeasance of all the State Bonds of 1992, the Board, the Commission, and the Authority will assign and transfer, subject to appropriation, all of the Special Tax Revenues first, to pay Proportionately the Combined Debt Service,

second, to the funding of the Authority Revenue Stabilization Fund, other than on account of a withdrawal therefrom, until the amount deposited thereto shall equal the amount required by Section 401(c); third, to reimburse the Counties to the extent that any debt service on any Authority Bonds or obligation with respect to reserve funds securing Authority Bonds has been paid from funds other than Special Tax Revenues appropriated by the Counties; fourth, to the Authority Revenue Stabilization Fund to the extent of any deficiency in the amount required therein by Section 401(c) on account of a withdrawal therefrom; fifth, to reimburse the Board to the extent that any debt service on any State Bonds of 2002 has been paid from funds described in Section 406, such reimbursement to be credited to the source from which the funds were drawn; and sixth, to the District Project Completion Fund.

(g) The Parties recognize the possibility that funds in an amount up to $50,000,000 may be made available by the Northern Virginia Transportation Authority (the "NVTA") to fund Phase II Transportation Improvements in the Counties if a referendum approving an increase in the sales and use tax passes in Northern Virginia (the "Sales Tax Funds"). Any such Sales Tax Funds shall not be considered to be Highway Funds. Any such Sales Tax Funds made available for this purpose by the NVTA will be used to pay the Cost of Phase II Transportation Improvements, provided, however, that if any such Sales Tax Funds are used to pay the Cost of any Phase II Project Improvements, an equivalent amount of funds that otherwise would have been used for that purpose according to the Plan shall be used instead to pay a portion of the Cost of Phase II Transportation Improvements that are not included in the District Project as of the Effective Date.

(h) The Cost of Phase II Project Improvements shall be paid first, from available Highway Funds; second, from the proceeds from the sale of State New Money Bonds of 2002; third, from the available proceeds from the sale of Authority Bonds; fourth, from Sales Tax Funds used in accordance with Section 302(g) if available for that purpose; and fifth, from the District Project Completion Fund.

(i) The Authority Bonds and the State Bonds of 2002 will be repaid from Special Tax Revenues as set forth in Article IV below.

Section 303. Cost of Project Improvements. The Cost of Project Improvements includes the cost of acquisition, construction, reconstruction, alteration, landscaping, or enlargement of State Route 28, including the cost of the acquisition of land, rights-of-way, property rights, easements and interests acquired for such construction, alteration or expansion, the cost of demolishing or removing any structure on land so acquired, including the cost of acquiring any lands to which such structures may be removed, the cost of all labor, materials, machinery and equipment, the costs of environmental mitigation, financing charges, insurance, interest on all bonds prior to and during construction and, for a reasonable period after completion of such construction, reserves for principal and interest and for replacements, renovations and improvements, provisions for working capital, the cost of surveys, engineering and architectural expenses, borings, plans and specifications and other engineering and architectural services, legal expenses, studies, estimates of costs and revenues, administrative expenses

and such other expenses as may be necessary, or incident to the construction of the District Project, and to determining the feasibility or practicability of such construction, the cost of financing such construction, and placing the District Project in operation. The Cost shall be reduced by the amount of any cash proffers received by the Counties and used for purposes of funding a portion of the Project Improvements.

Section 304. No Assignment, Sale or Encumbrance of Project Improvements. The Board shall not sell, assign or otherwise dispose of or encumber the Project Improvements or any integral part thereof, or consent to any such sale, assignment, disposal, or encumbrance.

ARTICLE IV

PAYMENT OF SPECIAL TAX REVENUES

Section 401. District Payments.

(a) Each Fiscal Year the District shall pay to the Fiscal Agent the Annual Authority Share and the Annual Board Share. The Commission, on behalf of the District, shall make payments as described below through the Boards of Supervisors of the Counties. Within 30 days of the closing of any State Bonds of 2002 secured in whole or part by the Annual Board Share or any Authority Bonds secured in whole or part by the Annual Authority Share, the issuer of such bonds, being the Board or Authority as the case may be, shall provide to the Commission a schedule of payments necessary to pay the scheduled debt service on such bonds in a timely manner. Notwithstanding any other provision of this District Contract, the Board agrees that in its calculations of the schedule of payments necessary to pay scheduled debt service on its State Bonds of 2002, it shall credit against the first payments necessary to pay such scheduled debt service and thus against the Annual Board Share of Combined Debt Service all Special Tax Revenues that it shall have received prior, and shall retain subsequent, to the Effective Date, and not used to defease the State Bonds of 1992.

(b) As of the Effective Date, the Commission shall request that the Counties set the Special Improvements Tax rate at the maximum rate permissible under the District Act. A reduction in the Special Improvements Tax rate shall not occur unless (i) available Special Tax Revenues in each of the two Fiscal Years immediately preceding the Fiscal Year in which the tax rate reduction is proposed have been greater than the product of 1.1 and the Combined Debt Service in each of those Fiscal Years as calculated based on the schedule or schedules of payments provided pursuant to Section 401(a), and (ii) it is reasonably anticipated by the Commission that available Special Tax Revenues in each subsequent Fiscal Year will be greater than the product of 1.1 and the Combined Debt Service in each such Fiscal Year, at which time the rate may be reduced to a level sufficient, in the judgment of the Commission, to pay the product of 1.1 and the Combined Debt Service due in any subsequent Fiscal Year. Any such Special Improvements Tax rate reduction may be reversed to the extent necessary to meet the requirements of this Section 401 and Section 402.

(c) Any available Excess Revenues on hand immediately after the final debt service payment in any Fiscal Year shall be allocated first to the creation and funding of the Authority Revenue Stabilization Fund until it contains $8,500,000. However, after all Authority Bonds to be issued pursuant to this District Contract have been issued, the Authority Revenue Stabilization Fund shall be increased or reduced, as the case may be, so that it equals the maximum annual debt service on all such Authority Bonds. Once the Authority Revenue Stabilization Fund is fully funded, then any Excess Revenues shall be applied as provided in Section 401(e).

(d) The Authority Revenue Stabilization Fund, together with actual interest earnings thereon (subject to any limitations imposed by the Internal Revenue Code), shall be held by the trustee for the Authority Bonds and applied to pay debt service on any outstanding Authority Bonds in any Fiscal Year in the event that the Annual Authority Share for that Fiscal Year is insufficient to pay such debt service in that Fiscal Year. When all Authority Bonds have been fully defeased, any amount remaining in the Authority Revenue Stabilization Fund shall be transferred to the District Project Completion Fund. The Fiscal Agent shall act as the fiduciary agent of the Commission with respect to the District Project Completion Fund, and shall keep the funds of the District Project Completion Fund in a separate account.

(e) Excess Revenues not needed for the purpose set forth in Section 401(c) shall be deposited in the District Project Completion Fund. Any funds in the District Project Completion Fund shall be used first, to make up any deficiency in the amount of Special Tax Revenues available to pay the Combined Debt Service in any Fiscal Year; thereafter, for the purposes and in the order of priority set forth in Section 302(f) third, fourth, and fifth. Any funds in the District Project Completion Fund not needed for the foregoing purposes shall be used first by the Commission to pay scheduled debt service, if any, on any TPOF Loans and then any funds remaining may be used by the Commission in its discretion to pay for any Phase II Transportation Improvements described in the Petition, or to purchase, redeem or defease Authority Bonds or State New Money Bonds issued to finance or refinance Phase II Transportation Improvements or may be released to the Boards of Supervisors for disbursement under applicable law. At such time as all Phase II Transportation Improvements described in the Petition have been constructed and paid for, and all State Bonds of 2002 and Authority Bonds have been fully defeased, redeemed or paid, the Commission shall release any remaining amount in the District Project Completion Fund to the Boards of Supervisors for disbursement under applicable law.

(f) Notwithstanding anything herein to the contrary:

(i) Special Tax Revenues shall be used to provide no more than seventy-five percent (75%) of the final aggregate Cost of all of the Phase I Transportation Improvements and Phase II Transportation Improvements, calculated as set forth in Appendix F attached hereto;

(ii) the maximum limit on the Special Improvements Tax during the term of the District Contract is fixed at $ 0.20 per $100 of assessed fair market value

of any real estate, including the assessable value of taxable leasehold interests, of all real property within the District which is zoned for commercial or industrial use or used for such purpose, which is subject to the Special Improvements Tax;

(iii) any financial obligation of the Counties to any entity arising under or related to this District Contract, other than with respect to credit enhancements of Authority Bonds mentioned in Section 302(e), is limited to the annual payment to the Fiscal Agent for the account of the Commission of all assessed Special Tax Revenues actually collected by the Counties after reasonable efforts consistent with those undertaken by the Counties to assess, levy and collect real estate tax levies generally; and

(iv) the State Obligation is subject to annual appropriations made by the General Assembly of Virginia and allocations by the Board.

Section 402. Special Improvements Tax. In order to pay the District Obligation, the Commission shall request the Boards of Supervisors by April 1 of each year to levy the Special Improvements Tax and collect Special Tax Revenues for the next Fiscal Year at a rate sufficient to generate Special Tax Revenues to meet the requirements of Section 401, subject to the limitations herein. The Commission shall request the Counties to pay over to the Fiscal Agent all collected Special Tax Revenues by the first day of each month. The Fiscal Agent shall deposit or cause to be deposited in a special account or accounts all Special Tax Revenues received, and any interest earnings thereon shall be credited towards the payment of the District Obligation.

Section 403. Records and Reports.

(a) The Fiscal Agent shall maintain adequate records of the outstanding balance of the District Obligation and shall forward to the Commission and the Board a financial report and statement setting forth such information by February 15 and August 15 of each year in a form that is acceptable to the Parties. The statement shall indicate the amount of the District Obligation for the current Fiscal Year. The Board and the Authority annually shall supply such information to the Fiscal Agent as is necessary for the Fiscal Agent to fulfill its responsibilities under this Section 403.

(b) The Board shall maintain adequate records of the outstanding balance of the State Obligation and shall forward to the Commission a financial report and statement setting forth such information by February 15 and August 15 of each year in a form that is acceptable to the Parties. The statement shall indicate the amount of the State Obligation for the current Fiscal Year and the sources and dates of funding anticipated to meet such obligation.

Section 404. Annual Audit. Pursuant to the District Act, the Commission shall have an annual verification and audit of its financial obligations and revenues, and such audit shall be prepared by an independent certified public accountant selected by the Commission. The audit report for each Fiscal Year shall be submitted to the Board on or before the March 31st next succeeding the end of such fiscal year.

Section 405. Prepayment of District Obligation. Upon notice to and consent of the Board and the Authority, which consent shall not be unreasonably withheld, the Commission may from time to time prepay the District Obligation. All the terms of such prepayment are subject to the approval of the Board and the Authority.

Section 406. Failure to Pay Special Tax Revenues. The Parties acknowledge and expressly agree that if, and for so long as, (i) the amount of Special Tax Revenues required to be collected and paid to the Fiscal Agent to be allocated to the Annual Board Share is not paid to the Fiscal Agent for a period of sixty (60) days from the date such payment was due pursuant to this District Contract, or (ii) the amount so paid is not sufficient to pay the aggregate annual debt service on all outstanding State Bonds of 2002 in any Fiscal Year, and any resulting deficiency is not paid with Excess Revenues within such sixty day period as provided in Section 401(e) of this District Contract, then the provisions of Section 15.2-4608 (A) of the Virginia Code in effect as of that date shall apply.

Section 407. Zoning Changes. The Commission shall use its best efforts to ensure that if Fairfax or Loudoun County changes the zoning classification for any property within the District from commercial or industrial use to residential use upon the written request or approval of the owner of such property, or in any other case permitted by law, then pursuant to Section 303 of the Local Contract, the County making the zoning change shall require the payment to the County by the property owner of a sum representing the present value of the future Special Improvements Taxes to be lost as a result of such zoning change estimated in accordance with the formula set forth in Appendix G as a condition precedent to such rezoning.

Section 408. Transfer or Assignment of Rights to Receive Payments.

(a) The Parties expressly agree that the Board shall have the right, in its sole discretion, to transfer or assign its rights to receive payments from the Fiscal Agent or otherwise hereunder in connection with fulfilling its obligations under this District Contract; provided however, that no such transferee or assignee, except the trustee or trustees for the State Bonds of 2002, shall have any right to enforce any rights of the Board by means of any judicial or administrative proceeding against the District, the Commission, Loudoun County, Fairfax County, or any officer, employee or agent thereof, and the Board shall be responsible for informing any such transferees or assignees of this limitation on their rights prior to any such transfer or assignment by the Board. Notwithstanding such transfer or assignment, the Board shall retain the obligation to withhold funds in accordance with Section 406 in the event of any deficiency in Special Tax revenues.

(b) The Parties expressly agree that the Authority shall have the right, in its sole discretion, to transfer or assign its rights to receive payments from the Fiscal Agent or otherwise hereunder in connection with fulfilling its obligations under this District Contract; provided however, that no such transferee or assignee, except the trustee or trustees for the Authority Bonds, shall have any right to enforce any rights of the Authority by means of any judicial or administrative proceeding against the District,

the Commission, Loudoun County, Fairfax County, or any officer, employee or agent thereof, and the Authority shall be responsible for informing any such transferees or assignees of this limitation on their rights prior to any such transfer or assignment by the Authority.

ARTICLE V

MISCELLANEOUS

Section 501. Term of Contract. The Term of this District Contract shall commence on the Effective Date and terminate upon payment in full of the District Obligation.

Section 502. Priority and Amendments. As of the Effective Date, this District Contract constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes the Original Contract between the District and the Board dated September 1, 1988, and all amendments thereto, which shall be null and void. This District Contract may be amended in writing by the Parties.

Section 503. Other Contracts. The Parties hereto may enter into other contracts concerning the request and levy of an additional Special Improvements Tax and the collection of additional Special Tax Revenues so long as: (i) the provisions of such contracts do not conflict with or affect the request and levy of the Special Improvements Tax and the collection of Special Tax Revenues under the terms of this District Contract and the Local Contract; and (ii) the aggregate amount of all Special Improvements Tax payable by the Commission does not exceed the limit set forth in the District Act.

Section 504. Amendments of Local Contract. The Commission shall not agree to any amendment of the Local Contract without the approval of the other Parties to this District Contract.

Section 505. Successors. This District Contract shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors.

Section 506. Severability. If any provision of this District Contract shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this District Contract shall be construed and enforced as if such illegal or invalid provision had not been contained in it, provided, however, that in no circumstance shall the financial obligation of the Commission, the District, the Board or either County be any greater than as expressly set forth in this District Contract.

Section 507. Counterparts. This District Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 508. Notices. Unless otherwise provided in this District Contract, all notices, approvals, consents, requests and other communications under this District Contract shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (a) if to the Board, at 1401 E. Broad Street, Richmond, Virginia 23219 (Attention: Chair), (b) if to the Authority, at 12000 Government Center Parkway, Suite 561, Fairfax, Virginia 22035 (Attention: Chief Financial Officer), or (c) if to the Commission, at both 12000 Government Center Parkway, Suite 552, Fairfax, Virginia 22035 (Attention: County Executive), and 1 Harrison Street, S.E. Leesburg, Virginia 20177-7000 (Attention: County Administrator). The Parties may, by notice given under this District Contract, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

IN WITNESS WHEREOF, the Parties have caused this District Contract to be executed on their behalf by their duly authorized officers.

COMMONWEALTH TRANSPORTATION BOARD

By: _____
Title: _____

Date: _____

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Title: _____

Date: _____

STATE ROUTE 28 HIGHWAY TRANSPORTATION IMPROVEMENT DISTRICT COMMISSION

By: _____
Title: _____

Date: _____

AMENDED AND RESTATED

FISCAL AGENT AGREEMENT

by and among

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

and

BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

and

U.S. BANK NATIONAL ASSOCIATION
as Fiscal Agent

_____ 1, 2012

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This AMENDED AND RESTATED FISCAL AGENT AGREEMENT, dated as of _____, 2012 (this "Agreement" or this "Fiscal Agent Agreement") by and among the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, the governing body of Fairfax County, Virginia ("Fairfax County"), the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, VIRGINIA, the governing body of Loudoun County, Virginia ("Loudoun County", together with Fairfax County, the "Counties"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination under such authority, as Fiscal Agent (said national banking association and any bank, banking association or trust company becoming successor fiscal agent under this Fiscal Agent Agreement being hereinafter sometimes called the "Fiscal Agent"),

W I T N E S S E T H:

WHEREAS, the Counties and State Route 28 Highway Transportation Improvement District Commission (the "Commission"), a political subdivision appointed by the Fairfax County, Virginia Board of Supervisors and the Loudoun County, Virginia Board of Supervisors (together with the Fairfax County, Virginia Board of Supervisors the "Boards of Supervisors") pursuant to the Primary Highway Transportation Improvement in Multi-County Areas Act (Virginia Code § 15.1-1372 et seq., as restated and amended as Virginia Code § 15.2-4600 et seq as amended (the "District Act"), have entered into an Amended and Restated Local Contract, dated November 1, 2006 (the "Local Contract"), which provides, among other things, the duty of the Commission to make requests to the Board of Supervisors for the levy of a special improvements tax and the collection of special tax revenues and a copy of which appears as Annex A hereto; and

WHEREAS, the Commonwealth Transportation Board (the "Board"), the Commission and the Fairfax County Economic Development Authority (the "Authority") have entered into an Amended and Restated District Contract, dated as of _____, 2012 (the "District Contract") which provides among other things, an agreement to undertake certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the "District Project"), an agreement among the parties regarding the method of financing the District Project and the procedures to follow for requesting the Boards of Supervisors to levy a special improvements tax and collect special tax revenues in accordance with the District Act and a copy of which appears as Annex B hereto; and

WHEREAS, the Board under a Master Indenture of Trust dated as of October 1, 2002 (the "Board Master Indenture") with a corporate trustee (the "Board Trustee") has issued Commonwealth of Virginia Transportation Contract Revenue Bonds (Route 28 Project) Series 2002 to provide funding for certain transportation projects on State Route 28 and to refund obligations incurred by the Board for such purposes and contemplates the issuance of additional bonds and refunding bonds (collectively, the "Board Bonds"); and

WHEREAS, the Board Master Indenture provides for each County to transfer to the Fiscal Agent by the first day of each month, an amount equal to the special tax revenues collected by that County by the first day of the prior month and not yet paid to the Fiscal Agent.

WHEREAS, the Authority under an Amended and Restated Trust Agreement dated as of November 1, 2006 (the "Authority Trust Agreement") with U.S. Bank National Association (in its capacity as trustee under the Authority Trust Agreement, the "Authority Trustee") has issued a series in each of 2003, 2004, 2007 and 2008 of Fairfax County Economic Development Authority Transportation Contract Revenue Bonds (Route 28 Project) to provide funding for certain transportation projects on State Route 28, and such Authority Trust Agreement allows for the refunding of such bonds, in whole or in part (collectively, the "Authority Bonds"); and

WHEREAS, in order to allocate appropriately the special tax revenues collected in the District and keep such payments for payment of the Board Bonds and Authority Bonds in the manner contemplated in the District Contract, the Counties and the Fiscal Agent have entered into this Agreement; and

WHEREAS, the Board Master Indenture provided that upon the initial issuance by Authority of Authority Bonds, the Revenue Stabilization Fund was transferred to the Authority Trustee and the Revenue Fund and the District Project Completion Fund were transferred to the Fiscal Agent under this Fiscal Agent Agreement and the duties and responsibilities imposed on the Fiscal Agent under the Board Master Indenture were transferred to and allocated between the Authority Trustee and the Fiscal Agent under this Fiscal Agent Agreement, all subject to the prior written consent of the Board; and

WHEREAS, the Board has heretofore granted its written consent to such transfers and allocations of Funds, duties and responsibilities; and

WHEREAS, the Fiscal Agent under this Fiscal Agent Agreement has received, among other things, the transfer of the Revenue Fund and the corpus of cash and investments to the credit thereof and of the District Project Completion Fund and the corpus of cash and investments to the credit thereof, the records of the Board Trustee relating to such Funds and certain material information provided by the Board Trustee to the Fiscal Agent and shall thereafter hold and administer such Funds in accordance with the provisions hereof;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions. Unless otherwise defined herein, words defined in the Authority Trust Agreement, are used in this Agreement with the meanings assigned to them in the Authority Trust Agreement. Any word used in this Agreement and not defined herein or in the Authority Trust Agreement is used in this Agreement with the meanings assigned to it in the

District Contract, including those definitions amended in Section 201 of the First Amendment to Amended and Restated District Contract.

Section 102. Rules of Construction. Unless the content clearly indicates to the contrary, the following rules shall apply to the construction of this Agreement:

(a) Words importing the singular shall include the plural number and vice versa.

(b) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Agreement.

(c) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

ARTICLE II

DUTIES OF COUNTIES AND FISCAL AGENT

Section 201. Special Tax Revenues. Pursuant to the requirements of Sections 301 and 302 of the Local Contract and Sections 401 and 402 of the District Contract and the directions of the District, the Counties agree to collect all Special Tax Revenues received from the imposition of the Special Improvements Tax within each County's boundaries. Furthermore, the Counties agree to pay over to the Fiscal Agent all collected Special Tax Revenues by the first day of each month. Such payment of Special Tax Revenues is to be no later than forty-five (45) days after receipt.

Section 202. Establishment of Funds. There are hereby created with the Fiscal Agent the Revenue Fund and the District Project Completion Fund that are to be held as trust funds by the Fiscal Agent for the benefit of the Counties, the Board and the Commission.

Section 203. Deposit and Allocation of Special Tax Revenues by Fiscal Agent.

(a) The Fiscal Agent shall deposit all Special Tax Revenues, as received from the Counties, in the Revenue Fund. The Fiscal Agent shall also credit to the Revenue Fund any investment earnings on amounts in the Revenue Fund. The Fiscal Agent shall credit the Revenue Fund with any other moneys which are received by it and which are accompanied by instructions that such moneys are to be deposited into the Revenue Fund.

(b) Based upon schedules of debt service required to be provided to the Fiscal Agent by the Board regarding Board Bonds and the Authority regarding Authority Bonds and any cash then on hand in the Revenue Fund, the Fiscal Agent shall calculate the Annual Authority Share, the Authority Proportion, the Annual Board Share, the Board Proportion and the Combined Debt Service on each March 15, commencing March 15, 2004. The Fiscal Agent is to send a copy of such calculations to the parties to the District Contract at the addresses set forth therein.

(c) By each January 25 and August 15, the Fiscal Agent shall send notifications to the Board Trustee and the Authority Trustee (together, the "Trustees") that indicate the moneys

then on deposit in the Revenue Fund (after deducting the Fiscal Agent's fees and expenses then due) and in the District Project Completion Fund and available to be transferred to each Trustee on the second Business Day prior to the next April 1 or October 1 for the payment of debt service due on such dates on the Authority Bonds or the Board Bonds as applicable (the "first notice"). If the amount indicated in the first notice as available to be so transferred is less than the debt service for the Authority Bonds and the Board Bonds, by the following March 15 or September 15, respectively, the Fiscal Agent shall send a second notification to the Trustees (the "second notice") that indicates the moneys then on deposit in the Revenue Fund and the District Project Completion Fund and available to be transferred to the Trustees on the second Business Day prior to the next April 1 or October 1, as the case may be, for the payment of debt service due on the Authority Bonds and the Board Bonds on that April 1 or October 1.

Section 204. Transfers from the Revenue Fund.

(a) The Fiscal Agent shall transfer from the Revenue Fund to the Board Trustee and the Authority Trustee on the second Business Day prior to the next April 1 and October 1 an amount equal to the principal and interest or interest scheduled to become due on the Board Bonds and the Authority Bonds, respectively, on such April 1 or October 1, as the case may be; provided, however, that if the amount in the Revenue Fund is less than the total amount of the principal and interest or interest coming due on such April 1 or October 1, then the Fiscal Agent shall pay to the Board Trustee an amount equal to the Board Proportion of the amount in the Revenue Fund and to the Authority Trustee an amount equal to the Authority Proportion of the amount on deposit in the Revenue Fund, and make the further transfer described in Section 205.

(b) Under Section 508 of the Board Master Indenture, the Board Trustee is required to provide notice to the Fiscal Agent if such Trustee holds moneys on any January 20 or July 20 that are available to pay principal and interest on the Board Bonds on the next April 1 or interest on the Board Bonds on October 1. The Fiscal Agent is to take into account such amounts when determining the amount of moneys required to be transferred to the Board Trustee to meet the debt service on the Board Bonds and the Fiscal Agent may deduct such amounts from any potential shortfall amount or actual shortfall amount.

(c) In accordance with Section 401 of the District Contract and Sections 502(iv) and 506 of the Authority Trust Agreement, on or after April 2 of each year, after the last of the payments of the Annual Authority Share and the Annual Board Share for the Fiscal Year have been made, any moneys remaining in the Revenue Fund shall be transferred by the Fiscal Agent to the Authority Trustee for deposit into the Revenue Stabilization Subfund until the balance in the Revenue Stabilization Subfund equals the Revenue Stabilization Subfund Requirement.

(d) Any Excess Revenues in the Revenue Fund remaining after the required transfers to the Board Trustee and the Authority Trustee pursuant to Section 204 (a) and (c) are to be set aside, immediately following the transfer, if any, pursuant to subsection (c) above, with the Fiscal Agent and credited to the District Project Completion Fund.

Section 205. District Project Completion Fund.

(a) If there has been a shortfall in the amounts paid from the Revenue Fund pursuant to Section 204 as the Annual Authority Share and the Annual Board Share from the Combined Debt Service, the Fiscal Agent shall transfer from the District Project Completion Fund on the second Business Day preceding each April 1 (1) to the Authority Trustee for deposit in the Authority Debt Service Subfund an amount equal to the shortfall in the Annual Authority Share from the debt service on the Authority Bonds and (2) to the Board Trustee for deposit in the appropriate debt service fund an amount equal to the shortfall in the Annual Board Share from the scheduled debt service on the Board Bonds. If the moneys to be so transferred from the District Project Completion Fund are less than the aggregate shortfall, the Authority Proportion and the Board Proportion shall be used to calculate the amounts of the moneys to be transferred to the Authority Trustee or to the Board Trustee.

(b) On or before each scheduled principal payment date on the TPOF loan referred to in the Transportation Partnership Opportunity Fund Loan Financing Agreement of October 23, 2006, by and among the Commission and the Department, the Fiscal Agent shall transfer from available moneys in the District Project Completion Fund to the Director of the Department's Fiscal Division an amount equal to the principal payment due on such date.

(c) Except as noted in the immediately two preceding paragraphs, the Fiscal Agent shall transfer moneys from the District Project Completion Fund based solely upon the written directions from the Commission. Upon each requested transfer, the Commission will certify to the Fiscal Agent that the written directions are in conformity with Sections 302(f) and 401(e) of the District Contract.

Section 206 Counties to Determine Any Reserve Subfund Deficiency, Budget Replenishment and Give Notice.

(a) In furtherance of its several commitments in Section 302(f) of the Local Contract to pay to the Authority Trustee for credit to the Reserve Subfund one-half of the amount of any deficiency in the amount required by the Authority Trust Agreement to be to the credit of the Reserve Subfund, each Board of Supervisors further agrees that it will cause the County's chief executive officer, in preparing the County's operating budget for each Fiscal Year that any Authority Bonds remain outstanding, to identify or estimate and include as separate line items therein one-half of the amount of (i) any existing deficiency in the amount to the credit of the Reserve Subfund and (ii) any other deficiency in the amount to the credit of the Reserve Subfund that such executive estimates will likely occur during the period beginning on or about April 1 of the current Fiscal Year and ending on the last day of the Fiscal Year for which the budget is proposed.

(b) In estimating the occurrence (or not) and amount of any deficiency described in clause (ii) of subsection (a) above, the chief executive shall take into account, among other things such executive shall deem relevant, actual collections in both Counties of the Special Improvements Tax due on December 5 of the current Fiscal Year, the current fund balances, if any, of the Revenue Stabilization Subfund and the District Project Completion Subfund, the amount of Combined Debt Service for the current and succeeding Fiscal Year, the assessed value

of the property subject to the Special Improvements Tax in both Counties, and the product of the rate of the Special Improvements Tax and such assessed value.

(c) For purposes of facilitating the preparation of the estimates referred to in subsection (b) above, the Counties will cause their chief executive officers to share with each other information relative to their respective Counties, including the assessed value of property subject to the Special Improvements Tax and the Special Improvements Tax levied and collected therein, as shall be necessary to enable the chief executive officers to prepare such estimates.

(d) Each Board of Supervisors covenants to cause its chief executive officer, having made the estimates and prepared the proposed operating budget as described in subsection (a) above, (i) to notify the Fiscal Agent and the Authority Trustee on or before June 1 of the current Fiscal Year if such executive shall have estimated any deficiency described in clause (i) or (ii) of subsection (a) above, (ii) in such case, to furnish to the Fiscal Agent and the Authority Trustee a copy of the relevant section of the proposed budget containing the proposed appropriations, and (iii) in such case, to confirm to the Fiscal Agent and to the Authority Trustee on or before the last day of the current Fiscal Year the adoption by the Board of Supervisors of an operating budget for the County that includes the appropriations contained in the chief executive's proposed budget.

(e) Each Board of Supervisors further covenants to, after a review of Special Tax revenues collected, cause its chief executive officer to identify or make estimates of any deficiencies described in clause (i) or (ii) of subsection (a) above and if such deficiencies exist or will exist (i) to notify the Fiscal Agent and the Authority Trustee on or about August 15 or January 20 that a deficiency or estimated deficiency in clause (i) or (ii) of subsection (a) above exists, (ii) in such case such chief executive officer will propose a budget amendment, amendment to the adopted appropriation or increase any approval to the extent of the deficiency or estimate of the deficiency, and (iii) in such case, to confirm to the Fiscal Agent and to the Authority Trustee such amendments or increases to the budget.

ARTICLE III

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 301. Security for Deposits. Any and all moneys deposited under the provisions of this Agreement shall, to the extent provided herein, be trust funds under the terms hereof and shall not be subject to any lien or attachment by any creditor of the Authority or the Board. Such moneys shall be held in trust and applied in accordance with the provisions of this Agreement.

All moneys deposited with the Fiscal Agent hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency shall be continuously secured, for the benefit of the Authority, the Board and the Holders, in the manner provided by State law for the security for public funds; provided, however, that it shall not be necessary for the Bond Registrar or any Paying Agent to give security for the deposit of any

moneys with it for the payment of the principal of or the redemption premium or the interest on any Bonds, or, except as specifically required by this Agreement, for the Authority, the Board or any Trustee to give security for any moneys that shall be represented by obligations purchased under the provisions of this Article as an investment of such moneys.

All moneys shall be credited to the particular Fund to which such moneys belong.

Section 302. Investment of Moneys. Amounts in the Funds held by the Fiscal Agent shall be separately invested and reinvested by the Fiscal Agent, as directed by the Commission in Investment Obligations, so long as such investments are authorized for investment of public funds by the Investment of Public Funds Act, Chapter 45, Title 2.2 of the Virginia Code, or any successor provision of law.

Section 303. Valuation. For the purpose of determining the amount on deposit to the credit of any Fund, obligations in which money in such Fund shall have been invested shall be valued at amortized cost if the average weighted life of the investments to the credit of such fund is five years or less or if more than five years at the market value or the amortized cost thereof, whichever is lower.

The Fiscal Agent shall value the Investment Obligations in the Funds and accounts held by it at least once in every Bond Year and report such balances to Authority, the Board, the Commission and the Counties. In addition, the Investment Obligations shall be valued by the Fiscal Agent at any time requested by an Authority Representative or Board Representative on reasonable notice (which period of notice may be waived or reduced by the Fiscal Agent); provided, however, that the Fiscal Agent shall not be required to value the Investment Obligations more than once in any calendar month.

ARTICLE IV

CONCERNING THE FISCAL AGENT

Section 401. Protections and Standards of Care. The Fiscal Agent is entitled to the same protections and subject to the same standards of care as are set forth, and may resign and be removed as provided for the Authority Trustee, in Article IX of the Authority Trust Agreement. Such provisions are hereby incorporated into this Agreement. In the event of a resignation or removal of the Fiscal Agent, the successor Fiscal Agent must meet the standards applicable to a successor to the Authority Trustee under Section 912 of the Authority Trust Agreement.

ARTICLE V

MISCELLANEOUS

Section 501. Agreement Effective. This Agreement shall take effect immediately upon its execution and delivery.

Section 502. Amendments. This Agreement may be amended in writing signed by the parties; provided, however, that no amendment may be made that affects the rights or

responsibilities of the Authority or the Authority Trustee or the Board or the Board Trustee without the written consent of the affected person.

Section 503. Parties Alone Have Rights under Agreement; Exceptions**.** Except as herein otherwise expressly provided, nothing in this Fiscal Agent Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the parties, any right, remedy or claim, legal or equitable, under or by reason of this Fiscal Agent Agreement or any provision hereof, this Fiscal Agent Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the parties; provided, however, that the parties hereby agree and acknowledge that the Authority and the Board and their respective assigns including the Authority Trustee and the Board Trustee shall have the rights of a third party beneficiary under this Fiscal Agent Agreement with respect to those provisions hereof that relate to the rights and responsibilities of the Authority and its assigns, including the Authority Trustee, and the Board and its assigns, including the Board Trustee.

Section 504. Successors. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors.

Section 505. Severability. If any provision of the Agreement shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained in it.

Section 506. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 507. Notices. Unless otherwise provided in this Agreement, all notices, approvals, consents, requests and other communications under this Fiscal Agent Agreement shall be in writing and shall be deemed to have been given when delivered in person, or when sent by Federal Express or a comparable express courier service, or when mailed by registered or certified mail, postage prepaid, addressed (a) if to the Board of Supervisors of Fairfax County, at 12000 Government Center Parkway, Fairfax, Virginia 22035 (Attention: County Executive); (b) if to the Board of Supervisors of Loudoun County, at 1 Harrison Street, S.E., Leesburg, Virginia 20177-7000 (attention: County Administrator), (c) if to the Fiscal Agent, at U.S. Bank National Association, U.S. Bank Corporate Trust Services, 1051 East Cary Street, Suite 1150, Richmond, Virginia 23219 (attention: Lee Bedell), (d) if to the Fairfax County Economic Development Authority, at 8300 Boone Boulevard, Suite 450, Vienna, VA 221803 (attention: President), (e) if to the Authority Trustee, at U.S. Bank National Association, U.S. Bank Corporate Trust Services, 1051 East Cary Street, Suite 1150, Richmond, Virginia 23219 (attention: Lee Bedell), (f) if to the Commonwealth Transportation Board, at c/o Department of Transportation, 1401 East Broad Street, Richmond, Virginia 23219 (attention: Chairman) and (g) if to the Board Trustee, at SunTrust Bank, Corporate Trust Division, HDQ 5310, 919 East Main Street, 10th Floor, Richmond, Virginia 23219 (attention: Nancy Harrison). Copies of any notice sent by any one of the persons listed above ("a "Notice Party") to any other Notice Party with respect to the subject matter of this Fiscal Agent Agreement shall be sent to all the other Notice Parties at the same time and by the same means of delivery as the original notice is given. The Notice Parties

may, by notice given under this Fiscal Agent Agreement, designate any additional or different addresses or persons to which subsequent demands, notices, approvals, consents, requests and other communications shall be sent.

IN WITNESS WHEREOF, the Parties have caused this Fiscal Agent Agreement to be executed on their behalf by their duly authorized officers.

BOARD OF SUPERVISORS OF
FAIRFAX COUNTY, VIRGINIA

By:_____

BOARD OF SUPERVISORS OF
LOUDOUN COUNTY, VIRGINIA

By:_____

U.S. BANK NATIONAL ASSOCIATION

By:_____
Title

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia ("Fairfax County") and Loudoun County, Virginia ("Loudoun County;" Fairfax County and Loudoun County each a "County" and together the "Counties") in connection with the issuance by the Fairfax Economic Development Authority (the "Authority") of its $000,000,0001 Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the "Series 2012 Bonds") pursuant to the provisions of a resolution (the "Authorizing Resolution") adopted by the Authority on _____, 2012 and under an Amended and Restated Trust Agreement, dated as of November 1, 2006, as previously supplemented, and as supplemented by a Fifth Supplemental Trust Agreement dated as of_____ 1, 2012 (the "Trust Agreement"), between the Authority and U.S. Bank, National Association, as trustee (the "Trustee").

The Counties hereby covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Counties for the benefit of the holders of the Series 2012 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The Counties acknowledge that they are undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement as set forth in this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Counties pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the Counties, or either of them, acting as Dissemination Agent under this Disclosure Agreement or any successor Dissemination Agent designated in writing by the Counties and which has filed with the Authority and both Counties a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve-month period at the end of which financial position and results of operations are determined. Currently, Fairfax County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year; Loudoun County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of a Series 2012 Bond.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

- principal and interest payment delinquencies
- non-payment related defaults; if material
- unscheduled draws on debt service reserves reflecting financial difficulties
- unscheduled draws on credit enhancements reflecting financial difficulties

1 Preliminary, subject to change.

- substitution of credit or liquidity providers, or their failure to perform
- adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2012 Bonds, or other material events affecting the tax-exempt status of the Series 2012 Bonds
- modifications to rights of holders (including Beneficial Owners), if material
- bond calls, if material, and tender offers
- defeasances
- release, substitution, or sale of property securing repayment of the Series 2012 Bonds, if material
- rating changes
- bankruptcy, insolvency, receivership or similar events
- the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions other than pursuant to its terms, if material
- appointment of a successor or additional trustee or the change of name of a trustee, if material

"Official Statement" shall mean the Official Statement of the Authority with respect to the Series 2012 Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Series 2012 Bonds required to comply with the Rule in connection with the offering of such Series 2012 Bonds.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the Commonwealth of Virginia.

"State Repository" shall mean any public or private depository or entity designated by the State as a state depository for the purpose of the Rule. As of the date of this Agreement, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The Counties shall, or shall cause the Dissemination Agent to, provide the Municipal Securities Rulemaking Board ("MSRB") via the Electronic Municipal Market Access system for municipal securities disclosure or any other single dissemination agent or conduit required, designated or permitted by the SEC ("EMMA"), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date or dates (the "Filing Date") that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ended June 30, 2012). Not later than ten (10) days prior to the Filing Date, the Counties shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement and (iii) shall include the Counties' audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the Counties must be submitted, if and when available, together with or separately from the Annual Report.

(b) The annual financial statements of the Counties shall be prepared on the basis of generally accepted accounting principles and will be audited. Each County assumes the responsibility to file copies of its audited annual financial statements, which may be filed separately from the Annual Report, with the Repositories when such statements become publicly available.

(c) If the Counties fail to provide an Annual Report to the MSRB through EMMA by the date required in subsection (a) hereto, Fairfax County shall, or if either County fails to file its audited annual financial statements with the MSRB through EMMA when they become publicly available, the County failing to file timely its audited financial statements shall, send a notice to the MSRB and any State Repository in substantially the form attached hereto as Exhibit A.

SECTION 4. Content of Annual Reports. (a) With respect to Fairfax County, Fairfax County will include in each Annual Report required to be filed hereunder or incorporate by reference, at a minimum, the following: (i) audited financial statements of Fairfax County; (ii) operating data updating information in Exhibit A-1 to the Official Statement for the Series 2012 Bonds as described in Schedule 1 hereto, and (iii) updates of the information that relates to Fairfax County under the heading "THE DISTRICT—District Tax Base Data," all with a view toward assisting Participating Underwriters in complying with the Rule.

(b) With respect to Loudoun County, each Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum, the following: (i) audited financial statements of Loudoun County; (ii) updates of the information in Exhibit B-1 to the Official Statement for the Series 2012 Bonds as described in Schedule 1 hereto, and (iii) updates of the information that relates to Loudoun County under the heading "THE DISTRICT—District Tax Base Data", all with a view toward assisting Participating Underwriters in complying with the Rule.

(c) As between the two Counties, Fairfax County accepts responsibility for filing that portion of the Annual Report described in clauses (a)(iii) and (b)(iii) of this section and for preparation of the appropriate tables to update the information that relates to Loudoun County under the heading "THE DISTRICT—District Tax Base Data," and to that end, Loudoun County agrees to furnish to Fairfax County no later than February 15 of each year the relevant information concerning Loudoun County necessary for Fairfax to update such tables.

(d) Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which a County is an "obligated person" (within the meaning of the Rule), which have been filed with the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Counties shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. Fairfax County will provide in a timely manner to the MSRB through EMMA and to each State Repository, if any, notice of any of the Listed Events. Loudoun County will assist Fairfax County in this regard by notifying Fairfax County of any such event of which Loudoun County has notice.

SECTION 6. Termination of Reporting Obligation. The Counties' obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Series 2012 Bonds.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Agreement, this Disclosure Agreement may be amended, or any provision hereof may be waived, by written agreement of the parties, if such amendment is supported by an opinion of independent counsel with expertise in federal securities laws to the effect that such amendment is permitted or required by the Rule.

SECTION 8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Counties from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement.

If the Counties choose to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Counties shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 9. Default. Any person referred to in Section 10 (other than the Counties) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Counties to file their Annual Reports or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2012 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the Counties hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolution, the Trust Agreement or the Series 2012 Bonds of the Authority, and the sole remedy under this Disclosure Agreement in the event of any failure of the Counties to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 10. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Counties, the Participating Underwriters, and holders from time to time of the Series 2012 Bonds, and shall create no rights in any other person or entity.

Date: _____, 2012

FAIRFAX COUNTY, VIRGINIA

By: _____
Authorized Representative

LOUDOUN COUNTY, VIRGINIA

By: _____
Authorized Representative

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

U.S. BANK NATIONAL ASSOCIATION,

Trustee

FIFTH SUPPLEMENTAL TRUST AGREEMENT

Dated as of _____, 2012

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FIFTH SUPPLEMENTAL TRUST AGREEMENT

This **FIFTH SUPPLEMENTAL TRUST AGREEMENT**, dated as of _____, 2012, by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Authority"), and **U.S. BANK NATIONAL ASSOCIATION**, a banking corporation duly organized and existing under the laws of the Commonwealth of Virginia, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination by state authority, trustee under the Amended and Restated Trust Agreement hereinafter mentioned (the "Trustee"):

W I T N E S S E T H:

WHEREAS, the Authority has executed and delivered a trust agreement, originally dated as of October 1, 2003 and amended and restated as of November 1, 2006 (the "Amended and Restated Trust Agreement"), by and between the Authority and the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

WHEREAS, in accordance with the provisions of Section 208 of the Amended and Restated Trust Agreement, the Authority by resolution, adopted on September 16, 2003 (the "2003 authorizing resolution"), authorized the issuance of two or more series of Transportation Contract Revenue Bonds (Route 28 Project) to provide $90,000,000 to the Commonwealth Transportation Board (the "Board") for certain modifications to State Route 28, including the construction of ten (10) interchanges and two (2) additional lanes for Route 28 between its intersection with Route 50 in Fairfax County and its intersection with Sterling Boulevard in Loudoun County (the "District Project"), to fund a debt service reserve (the "Reserve Subfund") and to pay costs in connection with the issuance of the bonds; and

WHEREAS, in accordance with Section 208 of the Amended and Restated Trust Agreement, a First Supplemental Trust Agreement dated as of October 1, 2003 and the 2003 authorizing resolution, the Authority issued on October 29, 2003 $33,375,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 (the "Series 2003 Bonds;" and

WHEREAS, in accordance with Section 208 of the Amended and Restated Trust Agreement, a Second Supplemental Trust Agreement dated as of August 1, 2004 and the 2003 authorizing resolution, the Authority issued on August 26, 2004 $57,410,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2004 (the "Series 2004 Bonds" and together with the Series 2003 Bonds, the "Initial Bonds"); and

WHEREAS, Section 209 of the Amended and Restated Trust Agreement contemplates that the Authority may issue one or more additional series of bonds to provide additional funds to pay all or a portion of the remaining Costs of the District Project; and

WHEREAS, in accordance with the provisions of Section 209 of the Amended and Restated Trust Agreement, a Third Supplemental Trust Agreement dated as of March 1, 2007 and an authorizing resolution of the Authority adopted on January 30, 2007, the Authority issued on March 14, 2007 $41,505,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2007A (the "Series 2007 Bonds"); and

WHEREAS, in accordance with the provisions of Section 209 of the Amended and Restated Trust Agreement, a Fourth Supplemental Trust Agreement dated as of July 1, 2008 and an authorizing resolution of the Authority adopted on June 17, 2008, the Authority issued on July 28, 2008 $51,505,000 of its Transportation Contract Revenue Bonds (Route 28 Project) Series 2008 (the "Series 2008 Bonds" and together with the Series 2003 Bonds, the Series 2004 Bonds and the Series 2007 Bonds, the "Authority Bonds")); and

WHEREAS, Section 210 of the Amended and Restated Trust Agreement contemplates the refunding from time to time of Authority Bonds; and

WHEREAS, the Authority has by resolution, adopted on _____, 2012 (the "Authorizing Resolution") determined to issue refunding bonds, pursuant to Section 210 of the Amended and Restated Trust Agreement, in an aggregate principal amount not to exceed $_____ for purposes of refunding certain maturities of the Series 2003 Bonds and the Series 2004 Bonds (the "Series 2012 Bonds"); and

WHEREAS, Section 1101(e) of the Amended and Restated Trust Agreement provides that the Authority may enter into a supplement to the Amended and Restated Trust Agreement, in form satisfactory to the Trustee, as shall not be inconsistent with the terms and provisions of the Amended and Restated Trust Agreement, to provide for the issuance and to fix the details of the additional series of bonds to be issued under Section 210 of the Amended Restated Trust Agreement; and

[WHEREAS, in connection with the issuance of the Series 2007 Bonds, the Authority delivered to the Trustee a Reserve Subfund Insurance Policy (the "Reserve Subfund Insurance Policy") issued by MBIA Insurance Corporation in satisfaction of the Reserve Subfund Requirement of maximum annual debt service on the Initial Bonds and the Series 2007 Bonds; and]; and

WHEREAS, the Reserve Subfund Insurance Policy by its terms secures any Refunding Bonds issued to refund the Initial Bonds or the Series 2007 Bonds and such will secure the Series 2012 Bonds; and]

WHEREAS, the execution and delivery of this Fifth Supplemental Trust Agreement have been duly authorized by the Authorizing Resolution, and the Authority has requested the Trustee to join with it in the execution of this Fifth Supplemental Trust Agreement; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia and by the resolutions of the Authority to happen, exist and be performed precedent to and in the execution of this Fifth Supplemental Trust Agreement have happened, exist and have been performed as so required; and

WHEREAS, the Trustee has accepted the trusts created by this Fifth Supplemental Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Amended and Restated Trust Agreement, and also for and in consideration of the sum of One Dollar to the Authority in hand paid by the Trustee at or before the execution and delivery of this Fifth Supplemental Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

Section 1. Terms of the Series 2012 Bonds. The Series 2012 Bonds shall be designated "Fairfax County Economic Development Authority Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012". The Series 2012 Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company, and numbered R-1 and upward. The definitive Series 2012 Bonds issued under the provisions of the Amended and Restated Trust Agreement as supplemented by the First Supplemental Trust Agreement, the Second Supplemental Trust Agreement, Third Supplemental Trust Agreement, Fourth Supplemental Trust Agreement and as further supplemented by this Fifth Supplemental Agreement (the Amended and Restated Trust Agreement as so supplemented, the "Trust Agreement") shall be in substantially the form set forth in the Amended and Restated Trust Agreement. The Series 2012 Bonds shall be issued in the aggregate principal amount of $__,___,000, shall be dated the date of their delivery and shall be issued in denominations of $5,000 or any multiple thereof. All of the Series 2012 Bonds shall be Current Interest Bonds. [All of the Series 2012 Bonds shall be Serial Bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum (based upon a 360-day year of twelve 30 day months), as follows:]

Year April 1	Principal Amount	Interest Rate
20__	$	%
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		
20__		

20__
20__
20__

Section 2. Redemption Provisions of the Series 2012 Bonds.

Optional Redemption. The Series 2012 Bonds maturing on or before _____, 20__, are not subject to redemption prior to their stated date of maturity. The Series 2012 Bonds maturing after _____, 20__, are subject to redemption at the option of the Authority, as directed by the Counties and the District, in whole or in part, at any time on or after _____, 20__, at a Redemption Price equal to 100% of the principal amount of the Series 2012 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

Notice of Redemption. At least 30 but not more than 90 days before the redemption date of any Series 2012 Bonds, whether in whole or in part, the Trustee will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2012 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice, shall not affect the validity of the proceedings for the redemption of any other Series 2012 Bonds. While the Series 2012 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2012 Bonds.

Any notice of optional redemption of the Series 2012 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2012 Bonds called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the redemption price of the affected Series 2012 Bonds shall have been set aside in escrow with the Trustee or a depositary (either, a "depositary") for the purpose of paying such Series 2012 Bonds, then on the redemption date the Series 2012 Bonds will become due and payable. In either case, if on the redemption date Authority holds money to pay the Series 2012 Bonds called for redemption, thereafter, no interest will accrue on those Series 2012 Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Series 2012 Bonds.

Section 3. Authentication of Series 2012 Bonds. Upon their execution in the form and manner set forth in the Amended and Restated Trust Agreement and this Fifth Supplemental Trust Agreement, the Series 2012 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the

Trustee shall cause the Bond Registrar to deliver the Series 2012 Bonds for the account of _____, as representative of (the "Underwriters"), at The Depository Trust Company, New York, New York, against payment therefor in accordance with and subject to the provisions of Sections 210 of the Amended and Restated Trust Agreement and Section 4 hereof.

Section 4. Sale and Application of Proceeds of the Series 2012 Bonds.

(a) The negotiated sale of the Series 2012 Bonds to the Underwriters, pursuant to the Bond Purchase Agreement dated _____, 2012, between the Authority and the Underwriters as agreed to by the Counties.

(b) The proceeds of the Series 2012 Bonds shall be deposited by the Authority in accordance with Section 210 of the Amended and Restated Trust Agreement, simultaneously with the delivery of the Series 2012 Bonds as follows:

(1) with the Trustee serving as escrow agent (the "Escrow Agent") under the Escrow Deposit Agreement dated _____, between the Escrow Agent and the Authority, to the credit of the Escrow Fund created in the Escrow Deposit Agreement, an amount that shall equal $_____;

(2) [with the Trustee, to the credit of the Reserve Subfund, an amount that shall equal $_____] *placeholder in the event reserve fund deposit needed*]; and

(3) with the Trustee, to the credit of the Costs of Issuance Account in the Construction Subfund the amount of $_____ which is equal to the entire balance of the proceeds of the Series 2012 Bonds.

Section 5. Tax Covenants. The Authority covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2012 Bonds to become subject to federal income taxation pursuant to the provisions of the Internal Revenue Code of 1986, as amended and regulations promulgated thereunder.

(a) As of a date not later than five years after the issue date of the Series 2012 Bonds (the "Initial Installment Computation Date"), and at least once every five years thereafter, the Authority shall cause the Rebate Liability to be computed by a Rebate Analyst and will deliver a copy of the applicable Rebate Liability calculation to the Trustee (the "Rebate Liability Certificate"). Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Rebate Subfund.

(1) not later than sixty (60) days after each Initial Installment Computation Date, the Authority shall pay, or direct the Trustee to pay from amounts in the Rebate Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as set forth in the Rebate Liability Certificate prepared with respect to such installment computation date;

(2) no later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the applicable Series of Bonds, the Authority shall direct the Trustee to pay from amounts in

the Rebate Subfund (such amounts constituting Excess Earnings as consistent with the tax certificate delivered in connection with the issuance of the Series 2012 Bonds (as supplemented and amended from time to time, the "Authority Tax Certificate"), transferred from the Construction Subfund, Reserve Subfund and Revenue Stabilization Subfund and any of their applicable accounts) to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability Certificate exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the applicable Series of Bonds;

(3) no later than sixty (60) days after final payment of a Series of Bonds, the Authority shall pay, or direct the Trustee to pay from amounts in the Rebate Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability set forth in the Rebate Liability Certificate with respect to the date of final payment of the applicable Series of Bonds exceeds the aggregate of all payments theretofore made pursuant to this Section.

(b) The Authority represents that it will instruct the Trustee as to the final application of the amounts in the Rebate Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for the Authority to comply with the conditions in this section of the Fourth Supplemental Trust Agreement and the Authority Tax Certificate.

All such payments shall be made by, or at the direction of, an Authority Representative from any legally available source, including moneys in the Rebate Subfund.

Notwithstanding any provision of this Section to the contrary, (i) no such Rebate Liability payment need be made if the Authority receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2012 Bonds from becoming "arbitrage bonds" within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Authority complies with such alternative basis and (ii) an Authority Representative may direct the Trustee to transfer all or any portion of the moneys held for the credit of the Rebate Subfund to any other Subfund or account under the Trust Agreement to which such a transfer may be made under the terms of the Authority Tax Certificate.

The Trustee shall provide the Authority within ten (10) days after each April 1, or other computation date selected by the Authority, and within ten (10) days after the final payment of a Series of Bonds with such reports and information with respect to earnings of amounts held under the Amended and Restated Trust Agreement and this Fifth Supplemental Trust Agreement as may be requested by the Authority to comply with the provisions of this Section.

Section 6. [Series 2012 Reserve Account.

(a) Pursuant to the terms of a Reserve Subfund Insurance Policy issued by MBIA Insurance Corporation on March 14, 2007 maintained within the Reserve Subfund established and held by the Trustee pursuant to the Amended and Restated Trust Agreement as supplemented, the Reserve Subfund Insurance Policy shall secure the Series 2012 Bonds.

(b) Owners of Series 2012 Bonds shall only have the benefit and security of the Reserve Subfund Insurance Policy and shall not have the benefit or credit of amounts to the credit of other accounts in the Reserve Subfund including amounts on deposit in the Series 2008 Reserve Account established solely for the benefit and security of the Series 2008 Bonds.

(d) All provisions of the Amended and Restated Trust Agreement relating to the Reserve Subfund (including Section 504) not inconsistent with the provisions of this Fifth Supplemental Trust Agreement shall apply to the Reserve Subfund Insurance Policy.]

Section 7. Recitals, Statements and Representations made by Authority, not Trustee. The recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 8. Fifth Supplemental Trust Agreement as supplemental agreement. This Fifth Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Amended and Restated Trust Agreement as previously supplemented by the First Supplemental Trust Agreement, Second Supplemental Trust Agreement, the Third Supplemental Trust Agreement and the Fourth Supplemental Trust Agreement and shall form a part thereof, and the Amended and Restated Trust Agreement as hereby and heretofore supplemented is hereby ratified, approved and confirmed.

Section 9. Authority, Counties, Trustee and Bondholders Alone to Have Rights. Nothing in this Fifth Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the Counties, the Trustee and the holders of the Series 2012 Bonds issued under the Amended and Restated Trust Agreement any legal or equitable right, remedy or claim under or in respect of the Amended and Restated Trust Agreement, or this Fifth Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2012 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the Counties, the Trustee and the holders of said Series 2012 Bonds issued under the Trust Agreement.

Section 10. Trustee to Perform Duties of Bond Registrar. The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Fifth Supplemental Trust Agreement, but only upon the terms and conditions set forth in the Amended and Restated Trust Agreement and subject to the provisions of the Trust Agreement, to all of which the parties hereto and the owners of the Series 2012 Bonds agree.

Section 11. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires the Trustee to obtain, verify and record information that identifies each person who opens an account. The Authority agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from the Authority or other relevant documentation.

Section 12. Amendment of Amended and Restated Trust Agreement. Pursuant to Section 1101(g) of the Master Trust Agreement the EDA and the Trustee agree to amend and to add the following definition in Article I of the Amended and Restated Trust Agreement:

"State Bonds of 2002" means the $120,643,667.45 Transportation Contract Revenue and Revenue Refunding Bonds (Route 28 Project), Series 2002 issued by the Board on September 26, 2002 and any bonds issued to refund such bonds.

Section 13. Headings Not Part of Agreement; Certain Definitions. (a) The title of Sections and any wording on the cover of this Fifth Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

(b) All terms not defined herein shall have the meanings given to them in the Amended and Restated Trust Agreement.

Section 14. Covenants to Bind Successors. All the covenants, stipulations, promises and agreements in this Fifth Supplemental Trust Agreement contained made by or on behalf of the Authority or for the Trustee shall inure to and bind their respective successors and assigns.

IN WITNESS WHEREOF, Fairfax County Economic Development Authority has caused this Fifth Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and U.S. Bank National Association has caused this Fifth Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By _____
Chairman

[SEAL]

Attest:

_____
Secretary

U.S. BANK NATIONAL ASSOCIATION, Trustee

By _____
Name:
Title:

NOTICE OF SALE

$000,000,000*

FAIRFAX COUNTY (VIRGINIA) ECONOMIC DEVELOPMENT AUTHORITY

Transportation Contract Revenue Refunding Bonds
(Route 28 Project)
Series 2012

Electronic Bids, BiDCOMP/Parity Competitive Bidding System ("BiDCOMP/Parity") only, will be received by the Board of Commissioners of the Fairfax County (Virginia) Economic Development Authority (the "EDA"), until 10:30 o'clock a.m., Fairfax, Virginia Time on,

May __, 2012*

for the purchase of the EDA's $000,000,000* Transportation Contract Revenue Refunding Bonds (Route 28 Project) Series 2012 (the "Bonds"), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the 1st day of April in the following years and in the following amounts, respectively:

Initial Maturity Schedule*

Maturity Date (April 1)	Principal Amount	Maturity Date (April 1)	Principal Amount

The EDA reserves the right to change the date for receipt of bids (the "Scheduled Bid Date") in accordance with the section of this Notice of Sale entitled "Change of Bid Date and Closing Date; Other Changes to Notice of Sale."

Changes to Initial Maturity Schedule

The Initial Maturity Schedule set forth above represents an estimate of the principal amount of Bonds to be sold. The EDA hereby reserves the right to change the Initial Maturity Schedule, based on market conditions immediately prior to the sale, by announcing any such change not later than 9:30 a.m., Fairfax, Virginia Time, on

* Preliminary, subject to change

the date for receipt of bids via TM3 (www.tm3.com). The resulting schedule of maturities will become the "Bid Maturity Schedule". If no such change is announced, the Initial Maturity Schedule will become the Bid Maturity Schedule.

Changes to Bid Maturity Schedule

The EDA hereby further reserves the right to change the Bid Maturity Schedule after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount of the Bonds.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters' discount and original issue discount/premium, if any, but will not change the selling compensation per $1,000 of par amount of Bonds from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The EDA anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the EDA's receipt of the initial public offering prices and yields of the Bonds (the "Initial Reoffering Terms").

Book-Entry System

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity will be issued to The Depository Trust Company, New York, New York ("DTC"), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of $5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable October 1, 2012 and semiannually thereafter on April 1 and October 1, and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption premium payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The EDA will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the EDA determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the EDA will discontinue the book-entry system with DTC. If the EDA fails to select another qualified securities depository to replace DTC, the EDA will deliver replacement Bonds in the form of fully registered certificates.

The Bonds

The Bonds are limited obligations of the EDA payable solely from the revenues pledged under the provisions of an Amended and Restated Trust Agreement dated as of November 1, 2006 and a Fifth Supplemental Trust Agreement dated as of _____, 2012 (collectively, the "Trust Agreement") each between EDA and a trustee. The revenues pledged to the Bonds are the revenues and receipts of EDA derived from a special improvements tax levied and collected on taxable real estate zoned for commercial or industrial use or used for such purpose and taxable leasehold interests zoned for commercial or industrial use or used for such purposes located within the State Route 28 Highway Transportation Improvement District (the "District").

The Bonds are being issued for the purpose of providing funds, [with other available funds,] to refinance $00,000,000 of the EDA's Transportation Contract Revenue Bonds (Route 28 Project) Series 2003 maturing on April 1, [_____] (the "Refunded Series 2003 Bonds") and $00,000,000 of the EDA's Transportation Contract Revenue Bonds (Route 28 Project) Series 2004 maturing on April 1, [_____] (the "Refunded Series 2004 Bonds" and, together with the Refunded Series 2003 Bonds, the "Refunded Bonds").

Term Bonds

Bidders may provide in the Bid Form (hereinafter defined) for all of the Bonds to be issued as serial bonds or bidders may designate consecutive annual principal amounts of the Bonds to be combined into an unlimited number of term bonds. In the event that the bidder specifies a term bond, each such term bond shall be subject to mandatory redemption on April 1 in the years and amounts shown herein for the serial maturities of the Bonds corresponding to the years which have been combined to form such term bond. Bonds to be redeemed in any year by mandatory redemption shall be selected by lot from the bonds of the maturity being redeemed and shall be redeemed at par plus the interest accrued on the principal amount to be redeemed to the date fixed for redemption.

Optional Redemption

The Bonds may be redeemed, at the option of EDA, before their respective maturities on any date not earlier than April 1, 2022, in whole or in part (in integral multiples of $5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

Electronic Bidding and Bidding Procedures

Registration to Bid

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to become a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the EDA that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity a prospective bidder is not obligated to submit a bid in connection with the sale.

IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE EDA AS DESCRIBED WITHIN, SHALL CONTROL. Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

Disclaimer

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the EDA nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the EDA nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The EDA is using BiDCOMP/Parity as a communication mechanism, and not as the EDA's agent, to conduct the electronic bidding for the Bonds. The EDA is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders; and the EDA is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or

submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify Public Financial Management, Inc., Fairfax County's financial advisor, by telephone at (703) 741-0175 and Davenport & Company LLC, Loudoun County's financial advisor at (804) 697-2902. After receipt of bids is closed, the EDA through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers, and does not constitute the award of the Bonds. Each bid will remain subject to review by the EDA to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

Bidding Procedures

Bids must be submitted electronically for the purchase of the Bonds (all or none) by means of the Fairfax County (Virginia) Economic Development Authority AON Bid Form (the "Bid Form") via BidCOMP/Parity. Bids must be communicated electronically to BidCOMP/Parity by 10:30 a.m., Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP/Parity. Once the final bid has been saved in BiDCOMP/Parity, the bidder may select the final bid button in BiDCOMP/Parity to submit the bid to BidCOMP/Parity. Once the bids are released electronically via BidCOMP/Parity to the EDA, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP/Parity shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the EDA, as described under "Award of the Bonds" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via BiDCOMP/Parity. No bid will be received after the time for receiving such bids specified above.

Bid Specifications

Bidders are requested to name the interest rate or rates in multiples of 1/8 or 1/20 of 1%. Each bidder must specify in its bid a rate for each maturity of Bonds. The Bonds maturing on the same date must bear interest at the same rate.

Any number of interest rates may be named, provided that (a) for all Bonds, the highest interest rate for any maturity may not exceed [0.00]%, and (b) the price bid for the Bonds may not be less than 99% or more than 106% of the principal amount thereof. For any single maturity maturing on or after April 1, 2022, the minimum interest rate may not be below [0.00]%. No bid for less than all of the Bonds offered will be entertained.

A good faith deposit ("Deposit") in the form of a Financial Surety Bond payable to the order of Fairfax County Economic Development Authority, for $000,000 is required for a bid to be considered for the Bonds. The Financial Surety Bond must be from an insurance company acceptable to the EDA and licensed to issue such a bond in the Commonwealth of Virginia, and such Financial Surety Bond must be submitted to the EDA prior to 5 p.m. Fairfax, Virginia Time on the day prior to the date for receipt of bids and must be in form and substance acceptable to the EDA. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. The successful bidder is required to submit its Deposit to the EDA in the form of a wire transfer not later than 12 o'clock Noon, Fairfax, Virginia Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the EDA to satisfy the Deposit requirement. Award or rejection of bids will be made by or on behalf of the EDA, with the approval of Fairfax County and Loudoun County, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of its bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the proceeds will be retained as and for full liquidated damages. No interest will be allowed thereon.

Award of Bonds

Award or rejection of bids will be made by the EDA, with the approval of Fairfax County and Loudoun County prior to 3:30 p.m., Fairfax, Virginia Time on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL 3:30 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS. An award of the Bonds, if made, will be made by the EDA within such five-hour period of time (10:30 a.m. – 3:30 p.m.).

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest "True or Canadian" interest cost, such cost to be determined by doubling the semiannual interest rate (compounded semiannually) necessary to discount to the price bid the payments of the principal of and the interest on the Bonds from their payment dates to their date of delivery.

Change of Bid Date and Closing Date; Other Changes to Notice of Sale

The EDA reserves the right to postpone, from time to time, the date established for the receipt of bids and will undertake to announce any such change via TM3 (www.tm3.com).

Any postponement of the bid date will be announced via TM3 not later than 9:30 a.m., Fairfax, Virginia Time on the announced date for receipt of the bids. An alternative bid date and time will be announced via TM3 18 hours prior to such alternative bid date.

On such alternative bid date and time, the EDA will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The EDA may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The EDA reserves the right to otherwise change this Notice of Sale. The EDA anticipates that it would communicate any such changes via TM3 by 3:30 p.m., Fairfax, Virginia time on the date prior to the scheduled date for receipt of bids but no later than 9:30 a.m. on the scheduled date for receipt of bids.

Undertakings of the Successful Bidder

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the EDA in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the "issue price" of the Bonds. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

Delivery

The Bonds will be delivered on or about May 30, 2012 in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Sidley Austin LLP, New York, New York in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation and an opinion of disclosure counsel from Nixon Peabody LLP, Washington, D.C. as to certain matters. Such opinion will include a statement that subject to certain limitations described therein no information has come to their attention which would cause them to believe that the Official Statement contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which

they were made, not misleading. The form of the opinion of disclosure counsel may be obtained from Public Financial Management, Inc. and Davenport & Company LLC upon request.

CUSIP Numbers

CUSIP numbers are to be applied for by the successful bidder with respect to the Bonds. The EDA will assume no obligation for the assignment of such numbers or for the correctness of such numbers, and no error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds.

Official Statements

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at www.i-dealprospectus.com. The Preliminary Official Statement at its date was "deemed final" by the EDA, Fairfax County and Loudoun County for purposes of SEC Rule 15c2-12 but is subject to revision, amendment and completion.

After the award of the Bonds, the EDA will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the EDA will not include in the Official Statement a "NRO" ("not reoffered") designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the EDA in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The EDA expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds, the Municipal Securities Rulemaking Board ("MSRB") and to each nationally recognized municipal securities information repository (a "NRMSIR"). The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to such repositories and to acknowledge that the EDA expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the EDA in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

On November 10, 1994, the Securities and Exchange Commission adopted in final form certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Amendments"). In general, the Amendments prohibit an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Amendments, if material. Fairfax County and Loudoun County (the "Counties") will provide to each NRMSIR and to any Virginia information depository, annual information respecting the Counties and the District, including audited financial statements. In addition, the County will provide to each such NRMSIR or the MSRB and to any Virginia information depository so formed, notice of the occurrence of any events described in the Amendments if material. Alternatively to filing annual information and notices of events to each NRMSIR and any Virginia information depository, the Counties may make such filings with DisclosureUSA, the central post office of The Municipal Advisory Council of Texas or any additional Internet based electronic filing system the Securities and Exchange Commission approves for satisfying the continuing disclosure filing requirements of the Amendments. The Counties are currently in compliance with all of its previous undertakings with regard to the Amendments.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder's regulatory compliance.

Further information will be furnished upon application to Public Financial Management, Inc. at (703) 741-0175 and Davenport & Company LLC at 804-697-2900.

Reservation of Rights

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

FAIRFAX COUNTY (VIRGINIA)
ECONOMIC DEVELOPMENT AUTHORITY

By: Steven L. Davis, Chairman

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Board Agenda Item
April 10, 2012

ACTION - 5

Approval of a Standard Project Administration Agreement with the Virginia Department of Transportation to Receive Funding for the McLean Streetscape Transportation Enhancement Project (Dranesville District)

ISSUE:
Board of Supervisors authorization is requested for the Department of Transportation (DOT) to enter into a construction and funding agreement with the Virginia Department of Transportation (VDOT) for the McLean Streetscape project (EN98-029144 PE101, RW201, C501) to receive $200,000 in federal funds in addition to the previously awarded $1,644,000 Transportation Enhancement Grant funds. This agreement has already been authorized by the Board of Supervisors. This authorization is for an updated Project Administration Agreement and an updated Appendix A that will replace and supersede the original agreement.

RECOMMENDATION:
The County Executive recommends the Board authorize the Department of Transportation to enter into the Standard Project Administration Agreement, in substantial form, to accept funding from VDOT to construct the McLean Streetscape Project. This latest Transportation Enhancement Grant now fully funds the project. The funding is composed of $1,844,000 in Transportation Enhancement Grants, $461,000 in local match and $442,000 in additional local funds for a total of $2,747,000.

TIMING:
Board approval is requested on April 10, 2012.

BACKGROUND:
The original agreement was executed on October 18, 1999, with the last agreement amendment, dated February 2, 2007. The updated agreement will supersede the original agreement and all amendments to date, except for a February 2007 amendment VDOT resolves to maintain paver sidewalks within the VDOT right-of-way. The updated Project Administration Agreement will be in the same format used by VDOT with other current Transportation Enhancement Projects currently administered by Fairfax County.

FISCAL IMPACT:
Since this project has already been established with VDOT and FCDOT, this agreement will only allow for a greater amount of reimbursements in which the county is eligible. There is no further local match or local funds committed to the project at this time. Since this action fully funds the project, it is anticipated that no further Transportation Enhancement Grants will be pursued unless there is a dramatic increase in project cost. However, there is still a large portion of the project funded by County funds that could be used as additional local match in the future, if needed. No new projects are being created.

CREATION OF POSITIONS:
No positions will be created through this grant award.

ENCLOSED DOCUMENTS:
Attachment 1 Project Agreement for McLean Streetscape with VDOT
Attachment 2 Original Signed Agreement with Amendments
Attachment 3 Resolution to Execute Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
Ellen F. M. Posner, Assistant County Attorney
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Ken Kanownik, Transportation Planner, Coordination and Funding Division, FCDOT

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN98-029-144, PE101, RW201, C501	50110	Fairfax County McLean Streetscape

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20____, by and between the County of Fairfax, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified,

shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the

DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF FAIRFAX, VIRGINIA:

_____

_____
Typed or printed name of signatory

_____ Date
Title

_____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____
Commissioner of Highways Date
Commonwealth of Virginia
Department of Transportation

_____
Signature of Witness Date

Attachments

Appendix A

Appendix A

Project Number: EN98-029-144, PE101, RW201, C501 UPC: 50110	**Locality: Fairfax County**
Locality DUNS Number: 074837626	**Locality Zip Code +4:** 22033-2895

Scope:	Streetscape improvements along Chain Bridge Road within the McLean Community Business Center including sidewalks, crosswalks, landscaping and lighting.

Locality Project Manager Contact Info: Robert Ayers, Department of Transportation, 4050 Legato Road, Fairfax VA 22033 (703)877-5735 Robert.Ayers@fairfaxcounty.gov

Department Project Coordinator Contact Info: Doug Miller, VDOT Northern Virginia District Office, 4975 Alliance Drive, Fairfax VA 22030 (703)259-1793 Douglas.Miller@VDOT.virginia.gov

Project Costs and Reimbursement

Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	$510,000			
Right-of-Way & Utilities	$495,000			
Construction	$1,742,000			
Total Estimated Cost	$ 2,747,000	$2,305,000	$15,000	$1,829,000
Total Maximum Reimbursement by Locality to VDOT				N/A
Total Maximum Reimbursement by VDOT to Locality (may be reduced by eligible VDOT project expenses)				$1,844,000

A	B	C	D	E
Transportation Enhancement (80%)	Local Match (20%)	Local Funds (100%)		Aggregate Allocations (A+B+C)
$1,844,000	$461,000	$442,000		$ 2,747,000

Program and Project Specific Funding Requirements

This Project Administrative Agreement (OAG approved 12/17/10) supercedes the original administrative agreement dated October 18, 1999 and all supplemental agreements with the exception of the Amendment dated February 2, 2007 regarding maintenance of paver sidewalks. The February 2007 amendment remains in effect and continues as a part of this project administrative agreement.

This project will be administered in accordance with the "Enhancement Program Procedure Manual" and the "Locally Administered Project (LAP) Manual".

Any expenses above the combined federal (80%) and local (minimum 20% match) will be at 100% project sponsor cost.

100% of eligible VDOT project expenses will be recovered as follows:

- 20% will be deducted from reimbursement requests.
- 80% will be deducted from the Federal Enhancement allocation amount.

Any ineligible items identified throughout project development will not be reimbursable.

For Transportation Enhancement projects, the LOCALITY shall maintain the Project, or have it maintained, in a manner satisfactory to the Department or its authorized representatives, and make ample provision each year for such maintenance unless otherwise agreed to by the Department. As noted in the February 2, 2007 agreement amendment, the Department will maintain the paver sidewalks installed in VDOT right of way as part of this project.

In accordance with CTB policy, the project must be completed and the **$1,844,000** Enhancement allocation expended by **October 1, 2014** or the project may be subject to de-allocation.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date		Enhancement Program Manager and date

EN98-029-144-PE101
C501

AGREEMENT FOR DEVELOPMENT AND ADMINISTRATION

CHAIN BRIDGE ROAD ENHANCEMENT

BY THE COUNTY OF FAIRFAX

THIS AGREEMENT, made and executed in triplicate as of this 18th day of October, 1999, between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and the COUNTY OF FAIRFAX, a political subdivision of the Commonwealth of Virginia, hereinafter called the "County."

W I T N E S S E T H:

WHEREAS, the Department has adopted a Six-Year Improvement Program for Fiscal Year 1998-99 through fiscal Year 2003-2004 for streets and highways, which includes an allocation of funds for Chain Bridge Road Enhancement identified in the Enhancement Program portion of the six-Year Improvement Program and designated as Project EN98-029-144, PE-101, PE-102, RW-201, C-501 and referred to hereinafter as the "Project"; and

WHEREAS, the estimated cost is $120,000 for preliminary engineering, and $80,000 for construction, for a total of $200,000; and

WHEREAS, the Department has allocated $160,000 in Federal STP Enhancement funds and said funds require a minimum 20% local match and any expenditures above the combined federal/local funds must be 100% local; and

WHEREAS, the County's share of the project is expected to be provided in the form of Cash; and

WHEREAS, the Department and the County desire to construct the Project as expeditiously as possible and the County agrees, unless delays occur beyond the control of the County, to have the Project implemented within 48 months from the date funds are made available for the project;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The County will consult with, and act as the agent of, the Department in performing the preliminary engineering, right-of-way/property acquisition and construction phases of the Project, specifically including the following;

   a. Perform or contract with a consultant to perform the preliminary engineering, design and plan development necessary to award a contract for construction; and the administration, supervision and inspection of the construction of the Project through final acceptance, in accordance with Department procedures and policies, including settlement of any claims and disputes arising from the Project.

   b. If deemed appropriate by the Department, submit each phase of work to the Department for review and approval as the project develops: allow

Department personnel to inspect all phases of the project at all times.

c. Prepare plans for the Project, including such items as general notes, references to specifications and standards, typical sections, drainage plans, stormwater management, erosion and sediment control methods, profiles, cross sections, summaries, and the like. Plans may be prepared in accordance with the County's standards and format, provided the standards meet or exceed Department standards or are approved by the Department.

d. Coordinate the project through the State Environmental Review Process; prepare the appropriate environmental document as established by Federal Highway Administration policy and procedures and carry out the functions necessary to clear the Project environmentally.

e. Locate potential contaminated and/or hazardous waste sites during the survey or early plan development stage. Discuss the presence of these sites and design alternatives with the Department. Once contamination is determined to exist, whether

obvious or established through testing, the County shall notify the appropriate regulatory agency, conduct detailed studies such as site characterization to determine the length of time required for clean-up and potential financial liability for the County and the Department. If the purchase of property is anticipated, the first option is to pursue remediation by the property owner(s) through the appropriate agencies.

f. If required, post a "notice of willingness to hold a public hearing" on the Project, conduct such a hearing, if necessary, in accordance with Department and Federal Highway Administration requirements and coordinate the Project with property owners in the Project area.

g. Obtain all necessary permits for the Project.

h. If required, prepare right-of-way/property acquisition plans and plats for the Project and acquire title to all property interests needed for the Project in the name of the County by purchase or by eminent domain, if necessary.

i. Abide by Titles 25 and 33.1 of the 1950 Code of Virginia, as amended, in the acquisition of rights-of-way/property for this Project and follow the policy and procedures outlined in Section 702.02 of the Department's Right of Way Manual, which are incorporated by reference.

j. Provide relocation assistance to those whose property is acquired for the Project in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. (49 CFR Part 24).

k. Maintain all appraisals, negotiation reports, relocation assistance files, closing statements, eminent domain records and the like for a period of three (3) years after final disposition of the Project by the Federal Highway Administration. (Acceptance of final voucher).

l. Coordinate and authorize utility relocations.

m. Procure a contractor to construct the Project, in conformance with applicable provisions of the Virginia Public Procurement Act and the Fairfax County Purchasing Resolution. The County agrees

not to award a construction contract to any bidder unless its bid is within seven percent (7%) of the County's cost estimate or is approved by the Department. The County agrees not to award such contract until the Commonwealth Transportation Board has accepted and approved the bid and the contractor. If any roadway improvements proposed by the Department are located within the area of the County's proposed project, the Department will participate in the cost of utility relocations and storm sewer installations required for the project in accordance with Department policy.

n. Submit any change orders to the construction contract to the Department's Resident Engineer for approval.

o. Receive Department approval of any claims prior to settlement.

p. Maintain accurate records of the Project and documentation of all expenditures, identifying federally participating, federally non-participating and in-kind contributions, on which reimbursement will be based. Make project documentation

available for inspection and/or audit by the Department or the Federal government at any time.

q. Submit to the Department's Resident Engineer no more frequently than monthly, a statement requesting reimbursement for the Federal share of the project's costs. The statement must identify and document project expenditures to date and include a summary in the following categories

- Participating expenditures.
- Non-participating expenditures. All preliminary engineering charges shall cease on the date the construction contract is awarded. All engineering design costs required to address unforeseen field conditions encountered during construction will be considered as part of the total cost of construction. This final billing shall be made on the basis of final actual costs, reconciling any differences with previously billed amounts.

r. Agree to reimburse the Department 100% of all expenses incurred by the Department in the event that:

- Expenditures incurred are not reimbursed by the Federal Highway Administration due to the County's failure to follow proper federal guidelines and/or the expenditures are found to be federally non-participating items;
- Expenditures incurred exceed the total amount allocated in the Six-Year Improvement Program.

s. Maintain the project, or have it maintained in a manner satisfactory to the Department or its authorized representatives and make ample provision each year for such maintenance subject to the appropriation of funds for each fiscal year by the Board of Supervisors.

2. The Department will coordinate with, cooperate with, and assist the County in implementing the Project, and specifically agrees to:

a. Review each phase of the Project and respond in an expeditious manner to requests from the County.

b. Provide the necessary coordination with the Federal Highway Administration and other appropriate Federal and State agencies; provide assistance and

guidance to the County relative to environmental documentation and coordination as is appropriate.

c. Provide reimbursement for Project expenditures for the previous month or for the final billing, within thirty (30) days of receiving an acceptable statement from the County.

d. Audit all project costs and records as required by the Federal Highway Administration.

e. Provide funding for the project pursuant to the Enhancement Program in the Department's Six-Year Improvement Program. The maximum amount of Federal funds available for this project is $160,000.

f. At the time approval is provided on proceeding with the construction phase, the Department shall provide the County with a written determination informing the County whether it must comply with Davis-Bacon Wage Rates during construction.

3. The County agrees to comply with Title VI of the Civil Rights Act of 1964 and the Virginia Fair Employment Contracting Act, Sections 2.1-374 through 2.1-376 of the Code of Virginia (1950), as amended.

4. The County agrees to comply with all applicable Federal, State and local regulations and statutes when work is performed on the project with municipal forces or its agent at project expense.

5. The County agrees that prison labor will not be used for any purpose whatsoever on this project.

6. Nothing herein shall 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.

7. This Agreement shall be binding upon the parties hereto, and their respective successors and assigns.

8. Upon the execution of this Agreement by both parties, the County is hereby authorized to commence with the Project.

9. This Agreement may be modified with the mutual consent of the Department and the County.

10. In the event that the County and the Department mutually agree that the project should be canceled, the fund distribution contained in the Agreement shall be applicable to the actual costs incurred up to the agreed to project termination date.

11. The County agrees to participate in the actual cost of this project in accordance with the following tabulation, understanding that the costs shown are estimates and the percentages will be applied to

actual costs incurred in the preliminary engineering, right-of-way/property acquisition, and construction phases:

PROJECT COST

FAIRFAX COUNTY'S MAXIMUM SHARE

ITEM	ESTIMATED COST	%	AMOUNT
Chain Bridge Road Enhancement	$200,000	20	$40,000

In the event that actual costs of the project exceed those estimated herein, the County agrees to consider any request by the Department to appropriate money to pay such costs. It is understood, however, that the County is under no obligation to appropriate the money necessary to pay such costs and that the total amount payable by the County under this Agreement shall not exceed $200,000.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

ATTEST:

COUNTY OF FAIRFAX

COUNTY CLERK

ROBERT J. O'NEILL, JR.
COUNTY EXECUTIVE

APPROVED AS TO FORM:

BY: R. Scott Wyn
ASSISTANT COUNTY ATTORNEY

WITNESS:

Denise E. Simms

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

TRANSPORTATION ENHANCEMENT PROGRAM
AMENDMENT TO PROJECT DEVELOPMENT AND ADMINISTRATION AGREEMENT
BY: FAIRFAX COUNTY

CHAIN BRIDGE ROAD STREETSCAPE & TRAFFIC CALMING
PROJECT EN98-029-144, PE101, C501/UPC 50110

THIS AGREEMENT AMENDMENT, made and executed in triplicate as this 2nd day of February, 2007 between the COMMONWEALTH OF VIRGINIA DEPARMENT OF TRANSPORTATION, hereinafter called the "DEPARTMENT" or "VDOT" and FAIRFAX COUNTY, hereinafter called "SPONSOR" or "LOCALITY".

WITNESSETH:

WHEREAS, the DEPARTMENT and SPONSOR entered into an Agreement on October 18, 1999, for the development and administration of project EN98-029-144, PE101, C501/UPC 50110, and referred to hereinafter as the "Project", which Agreement has been revised and amended by supplemental agreements dated December 20, 2001, and September 14, 2004, and agreement amendment dated March 1, 2006; and

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto agree to further amend the Agreement of October 18, 1999, as that Agreement has been revised and amended by the aforesaid supplemental agreements and amendment, as follows:

1. Paragraph 1.s in the original Agreement is hereby amended to include that the Sponsor will maintain non-standard items constructed in the right-of-way with the exception of the paver sidewalks, which will be maintained by the Department.
2. All other terms and conditions of the original Agreement remain unchanged, except as such terms and conditions have been revised and amended by the aforesaid supplemental agreements and amendment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement Amendment to be fully executed by their duly authorized officers.

ATTEST:

Signature of Witness

Anthony H. Griffin, County Executive
Fairfax County

Signature of Witness

Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation

Fairfax County Board of Supervisors 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 of Fairfax, Virginia on Tuesday, April 10, 2012, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

WHEREAS, in accordance with Virginia Department of Transportation project agreement procedures, it is necessary that a resolution be received from the local government authorizing execution of an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes County staff to execute on behalf of the County of Fairfax a Project Administration Agreement with the Virginia Department of Transportation for the Mclean Streetscape Transportation Enhancement Project by the County of Fairfax.

Adopted this_____day of_____, 2012, Fairfax, Virginia

ATTEST _____
Catherine Chianese
Clerk to the Board of Supervisors

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ACTION - 6

Approval of a Standard Project Administrative Agreement with Virginia Department of Transportation for the Georgetown Pike Trail Project (Dranesville District)

ISSUE:
Board of Supervisors authorization is requested for the Department of Transportation (DOT) to enter into a Standard Project Administrative Agreement with the Virginia Department of Transportation (VDOT) for the Georgetown Pike Trail Project. Partial funding to implement the Phase I portion of the Georgetown Pike Trail was provided from $150,000 in Enhancement Funds allocated in the Virginia Department of Transportation (VDOT) Six Year Improvement Program by the Commonwealth Transportation Board (CTB). Supplemental Enhancement Funds in the total amount of $387,000 were also approved by VDOT for the Georgetown Pike Trail project. Additional Enhancement Funds in the amount of $417,000 have been approved by the CTB in June 2011. The required 20% Fairfax County matching contribution for these additional funds ($104,437) will come from $89,000 in proffered payments made by the Madeira School to the County, $7,633 from the Dranesville District Capital Project within Fund 303 and $7,804 from the Dranesville District Walkway Project within Fund 307. The approval of the current CTB funds will result in a total allocation of $954,000.

RECOMMENDATION:
The County Executive recommends the Board authorize the Department of Transportation to enter into the Standard Project Administrative Agreement with Virginia Department of Transportation for the Georgetown Pike Trail Project.

TIMING:
Board approval is requested on April 10, 2012.

BACKGROUND:
The Georgetown Pike Trail Project, W00200 (W2020), in Fund 307, Pedestrian Walkway Improvements, consists of the installation of approximately 4.2 miles of 6-foot wide stone dust trail along the north side of Georgetown Pike from Seneca Road to River Bend Road. Due to the magnitude of the proposed improvements, this project is being implemented in phases.

The original Phase I section of this project determined in coordination with the Great Falls Trail Blazers, Great Falls Citizen Association, the Dranesville District Trails, and Sidewalk Committee members, was to installation of a combination of approximately 5,400 linear feet (LF) of 6-foot wide asphalt trail and 6-foot wide stone dust trail from

Applewood Lane to Ad Hoc Road. Subsequently, due to property owner's concerns east of the Village Center with granting the required easements, the Phase I scope of work was reduced to provide walkway improvements between Applewood Lane and Innsbruck Avenue only. The construction of Phase I is complete and includes the walkway segments noted below:

- Applewood Lane to Walker Road: Construction of a combination of approximately 1,200 LF of 6-foot wide asphalt trail and 6-foot wide stone dust trail; and

- Walker Road to Innsbruck Avenue: Upgrade approximately 1,000 LF of existing stone dust trail to current trail standards.

The following summarizes the VDOT Enhancement Program Funds approved for this project and the corresponding required County matching funds:

VDOT Enhancement Allocation	VDOT Contribution (80 Percent)	Fairfax County Contribution (20 Percent of Total Grant Amount)	Total Grant Amount
Prior Approved	$150,000	$ 38,000	$188,000
Administrative Agreement Amendment	387,000	96,750	483,750
Updated Project Administrative Agreement	417,000	104,437	521,437
Total	$954,000	$239,187	$1,193,187

A Project Administrative Agreement must be executed in order to expend the $417,000 in Enhancement Funds as noted in the previous table. By executing the Project Administrative Agreement (approved 12/17/10), the terms and conditions supersede the original Administrative Agreement dated January 5, 2001, and all subsequent supplemental amendments to that agreement.

Engineering work has been initiated on the Phase II section of the Georgetown Pike Trail project that will provide 6-foot wide stone dust trail improvements at selected locations to provide a continuous walkway from Seneca Road to Utterback Store Road. The initial Phase II section to be addressed will consist of providing approximately 1750 LF of trail improvements from Falls Chase Court to Utterback Store Road, i.e., the Kropp Property.

The additional $417,000 in VDOT Enhancement Funds will be used to complete the construction of the Phase II portion of the Georgetown Pike Trail project.

FISCAL IMPACT:
Funding for the required local match is currently available in Project 009469 Dranesville District Capital Project Fund 303 County Construction and Project W00200, Dranesville District Walkway Project within Fund 307, Pedestrian walkway Improvements and as proffer revenue in Fund 307. Contingent upon the approval of the Agreement, funding in the amount of $417,000 will be included in the FY 2012 Carryover Review for Project W00200 (W2020).

CREATION OF POSITIONS:
No positions will be created.

ENCLOSED DOCUMENTS:
Attachment 1 – Project Sketch
Attachment 2 - Project Administrative Agreement
Attachment 3 - Resolution to Execute Agreement

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Tom Biesiadny, Director, Department of Transportation
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

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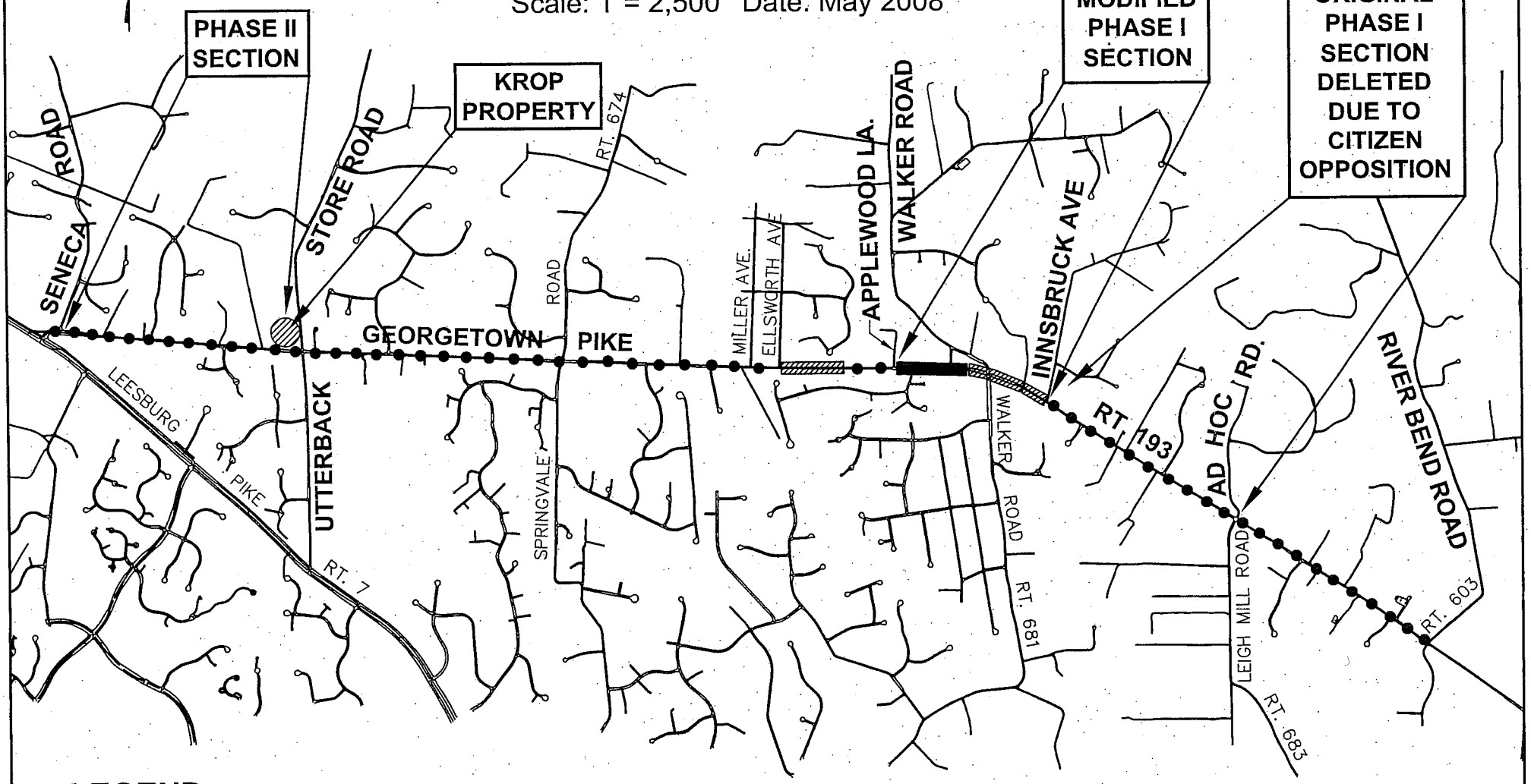
ATTACHMENT I

GEORGETOWN PIKE TRAIL

Project No. W00200 (W202)
District: Dranesville
Tax Map: 6-4, 11-2, 12-1, 12-2, 13-1, 13-2, 13-4
Scale: 1"= 2,500' Date: May 2008



LEGEND:

- EXISTING WALKWAY
- PROPOSED PHASE ONE WALKWAY
- OTHER PROPOSED WALKWAYS

STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
EN99-029-164, PE101, RW201, C501	52041	Fairfax County Georgetown Pike Trail

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, 20____, by and between the County of Fairfax, Virginia, hereinafter referred to as the LOCALITY and the Commonwealth of Virginia, Department of Transportation, hereinafter referred to as the DEPARTMENT.

WHEREAS, the LOCALITY has expressed its desire to administer the work described in Appendix A, and such work for each improvement shown is hereinafter referred to as the Project; and

WHEREAS, the funds shown in Appendix A have been allocated to finance each Project; and

WHEREAS, the LOCALITY is committed to the development and delivery of each Project described in Appendix A in an expeditious manner; and;

WHEREAS, both parties have concurred in the LOCALITY's administration of the phase(s) of work for the respective Project(s) listed in Appendix A in accordance with applicable federal, state, and local law and regulations.

NOW THEREFORE, in consideration of the mutual premises contained herein, the parties hereto agree as follows:

1. The LOCALITY shall:

   a. Be responsible for all activities necessary to complete the noted phase(s) of each Project shown in Appendix A, except for activities, decisions, and approvals which are the responsibility of the DEPARTMENT, as required by federal or state laws and regulations or as otherwise agreed to, in writing, between the parties. Each Project will be designed and constructed to meet or exceed current American Association of State Highway and Transportation Officials standards or supplementary standards approved by the DEPARTMENT

   b. Meet all funding obligation and expenditure timeline requirements in accordance with all applicable federal and state laws and regulations, and Commonwealth Transportation Board and DEPARTMENT policies and as identified in Appendix A to this Agreement. Noncompliance with this requirement can result in deallocation of the funding, rescinding of state funding match and/or termination of this Agreement

c. Receive prior written authorization from the DEPARTMENT to proceed with preliminary engineering, right-of-way acquisition and utility relocation, and construction phases of each Project.

d. Administer the project(s) in accordance with guidelines applicable to Locally Administered Projects as published by the DEPARTMENT.

e. Maintain accurate and complete records of each Project's development and documentation of all expenditures and make such information available for inspection or auditing by the DEPARTMENT. Records and documentation for items for which reimbursement will be requested shall be maintained for no less than three (3) years following acceptance of the final voucher on each Project.

f. No more frequently than monthly, submit invoices with supporting documentation to the DEPARTMENT in the form prescribed by the DEPARTMENT. The supporting documentation shall include copies of related vendor invoices paid by the LOCALITY and an up-to-date project summary and schedule tracking payment requests and adjustments. A request for reimbursement shall be made within 90 days after any eligible project expenses are incurred by the Locality. For federally funded projects and pursuant to the Code of Federal Regulations, Title 49, Section 18.43, violations of the provision may result in the imposition of sanctions including but not limited to possible denial or delay of payment of all or a part of the costs associated with the activity or action not in compliance.

g. Reimburse the DEPARTMENT all Project expenses incurred by the DEPARTMENT if, due to action or inaction solely by the LOCALITY, federally funded Project expenditures incurred are not reimbursed by the Federal Highway Administration (FHWA), or reimbursements are required to be returned to the FHWA, or in the event the reimbursement provisions of Section 33.1-44 or Section 33.1-70.01 of the Code of Virginia, 1950, as amended, or other applicable provisions of federal, state, or local law or regulations require such reimbursement.

h. On Projects that the LOCALITY is providing the required match to state or federal funds, pay the DEPARTMENT the LOCALITY's match for eligible Project expenses incurred by the DEPARTMENT in the performance of activities set forth in paragraph 2.a.

i. Administer the Project in accordance with all applicable federal, state, or local laws and regulations. Failure to fulfill legal obligations associated with the project may result in forfeiture of federal or state-aid reimbursements

j. Provide certification by a LOCALITY official that all LOCALITY administered Project activities have been performed in accordance with all federal, state, and local laws and regulations. If the locality expends over

$500,000 annually in federal funding, such certification shall include a copy of the LOCALITY's single program audit in accordance with Office of Management and Budget Circular A-133.

k. If legal services other than that provided by staff counsel are required in connection with condemnation proceedings associated with the acquisition of Right-of-Way, the LOCALITY will consult the DEPARTMENT to obtain an attorney from the list of outside counsel approved by the Office of the Attorney General. Costs associated with outside counsel services shall be reimbursable expenses of the project.

l. For Projects on facilities not maintained by the DEPARTMENT, provide, or have others provide, maintenance of the Project upon completion, unless otherwise agreed to by the DEPARTMENT.

m. Ensure compliance with the provisions of Title VI of the Civil Rights Act of 1964, regulations of the United States Department of Transportation (USDOT), Presidential Executive Orders and the Code of Virginia relative to nondiscrimination.

2. The DEPARTMENT shall:

a. Perform any actions and provide any decisions and approvals which are the responsibility of the DEPARTMENT, as required by federal and state laws and regulations or as otherwise agreed to, in writing, between the parties and provide necessary coordination with the FHWA as determined to be necessary by the DEPARTMENT.

b. Upon receipt of the LOCALITY's invoices pursuant to paragraph1.f., reimburse the LOCALITY the cost of eligible Project expenses, as described in Appendix A. Such reimbursements shall be payable by the DEPARTMENT within 30 days of an acceptable submission by the LOCALITY.

c. If appropriate, submit invoices to the LOCALITY for the LOCALITY's share of eligible project expenses incurred by the DEPARTMENT in the performance of activities pursuant to paragraph 2.a.

d. Audit the LOCALITY's Project records and documentation as may be required to verify LOCALITY compliance with federal and state laws and regulations.

e. Make available to the LOCALITY guidelines to assist the parties in carrying out responsibilities under this Agreement.

3. Appendix A identifies the funding sources for the project, phases of work to be administered by the LOCALITY, and additional project-specific requirements agreed to by the parties. There may be additional elements that, once identified,

shall be addressed by the parties hereto in writing, which may require an amendment to this Agreement.

4. If designated by the DEPARTMENT, the LOCALITY is authorized to act as the DEPARTMENT's agent for the purpose of conducting survey work pursuant to Section 33.1-94 of the Code of Virginia, 1950, as amended.

5. Nothing in this Agreement shall obligate the parties hereto to expend or provide any funds in excess of funds agreed upon in this Agreement or as shall have been included in an annual or other lawful appropriation. In the event the cost of a Project is anticipated to exceed the allocation shown for such respective Project on Appendix A, both parties agree to cooperate in providing additional funding for the Project or to terminate the Project before its costs exceed the allocated amount, however the DEPARTMENT and the LOCALITY shall not be obligated to provide additional funds beyond those appropriated pursuant to an annual or other lawful appropriation.

6. Nothing in this Agreement shall be construed as a waiver of the LOCALITY's or the Commonwealth of Virginia's sovereign immunity.

7. The Parties mutually agree and acknowledge, in entering this Agreement, that the individuals acting on behalf of the Parties are acting within the scope of their official authority and the Parties agree that neither Party will bring a suit or assert a claim against any official, officer, or employee of either party, in their individual or personal capacity for a breach or violation of the terms of this Agreement or to otherwise enforce the terms and conditions of this Agreement The foregoing notwithstanding, nothing in this subparagraph shall prevent the enforcement of the terms and conditions of this Agreement by or against either Party in a competent court of law.

8. The Parties mutually agree that no provision of this Agreement shall create in the public, or in any person or entity other than the Parties, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for, without limitation, personal injury, property damage, breach of contract, or return of money, or property, deposit(s), cancellation or forfeiture of bonds, financial instruments, pursuant to the terms of this Agreement or otherwise. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise provided, the Parties agree that the LOCALITY or the DEPARTMENT shall not be bound by any agreements between the either party and other persons or entities concerning any matter which is the subject of this Agreement, unless and until the LOCALITY or the DEPARTMENT has, in writing, receive a true copy of such agreement(s) and has affirmatively agreed, in writing, to be bound by such Agreement.

9 This Agreement may be terminated by either party upon 30 days advance written notice. Eligible Project expenses incurred through the date of termination shall be reimbursed in accordance with paragraphs 1.f, 1.g., and 2.b, subject to the limitations established in this Agreement and Appendix A. Upon termination, the

DEPARTMENT shall retain ownership of plans, specifications, and right of way, unless all state and federal funds provided for the Project have been reimbursed to the DEPARTMENT by the LOCALITY, in which case the LOCALITY will have ownership of the plans, specifications, and right of way, unless otherwise mutually agreed upon in writing.

10. Prior to any action pursuant to paragraphs 1.b or 1.g of this Agreement, the DEPARTMENT shall provide notice to the LOCALITY with a specific description of the breach of agreement provisions. Upon receipt of a notice of breach, the LOCALITY will be provided the opportunity to cure such breach or to provide a plan to cure to the satisfaction to the DEPARTMENT. If, within sixty (60) days after receipt of the written notice of breach, the LOCALITY has neither cured the breach, nor is diligently pursuing a cure of the breach to the satisfaction of the DEPARTMENT, then upon receipt by the LOCALITY of a written notice from the DEPARTMENT stating that the breach has neither been cured, nor is the LOCALITY diligently pursuing a cure, the DEPARTMENT may exercise any remedies it may have under this Agreement.

THE LOCALITY and DEPARTMENT acknowledge and agree that this Agreement has been prepared jointly by the parties and shall be construed simply and in accordance with its fair meaning and not strictly for or against any party.

THIS AGREEMENT, when properly executed, shall be binding upon both parties, their successors, and assigns.

THIS AGREEMENT may be modified in writing by mutual agreement of both parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed as of the day, month, and year first herein written.

COUNTY OF FAIRFAX, VIRGINIA:

_____

_____
Typed or printed name of signatory

_____ Date
Title

_____
Signature of Witness Date

NOTE: The official signing for the LOCALITY must attach a certified copy of his or her authority to execute this Agreement.

COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION:

_____
Commissioner of Highways Date
Commonwealth of Virginia
Department of Transportation

_____
Signature of Witness Date

Attachments

Appendix A

Appendix A

Project Number: EN99-029-164, PE101, RW201, C501 UPC: 52041	**Locality: Fairfax County**
Locality DUNS Number: 074837626	**Locality Zip Code +4:** 22035-0052
Scope: Construction of a pedestrian walkway along Georgetown Pike.	

Locality Project Manager Contact Info: W. Todd Minnix, Fairfax County Department of Transportation, 4050 Legato Rd. Suite 400, Fairfax, VA 22033 (703) 877-5749 wesley.minnix@fairfaxcounty.gov

Department Project Coordinator Contact Info: Doug Miller, VDOT Northern Virginia District Office, 4975 Alliance Drive, Fairfax VA 22030 (703)259-1793 Douglas.Miller@VDOT.virginia.gov

Project Costs and Reimbursement

Phase	Estimated Project Costs	Estimated Eligible Project Costs	Estimated Eligible VDOT Project Expenses	Estimated Reimbursement to Locality
Preliminary Engineering	$170,000			
Right-of-Way & Utilities	$140,000			
Construction	$1,190,000			
Total Estimated Cost	$ 1,500,000	$1,192,500	$15,000	$939,000
Total Maximum Reimbursement by Locality to VDOT				N/A
Total Maximum Reimbursement by VDOT to Locality (may be reduced by eligible VDOT project expenses)				$954,000

A	B	C	D	E
Transportation Enhancement (80%)	Local Match (20%)	Local Funds (100%)		Aggregate Allocations (A+B+C)
$954,000	$238,500	$307,500		$ 1,500,000

Program and Project Specific Funding Requirements

This Project Administrative Agreement (OAG approved 12/17/10) supercedes the original administrative agreement dated January 5, 2001 and all supplemental amendments to that agreement.

This project will be administered in accordance with the "Enhancement Program Procedure Manual" and the "Locally Administered Project (LAP) Manual".

Any expenses above the combined federal (80%) and local (minimum 20% match) will be at 100% project sponsor cost.

100% of eligible VDOT project expenses will be recovered as follows:

- 20% will be deducted from reimbursement requests.
- 80% will be deducted from the Federal Enhancement allocation amount.

Any ineligible items identified throughout project development will not be reimbursable.

For Transportation Enhancement projects, the LOCALITY shall maintain the Project, or have it maintained, in a manner satisfactory to the Department or its authorized representatives, and make ample provision each year for such maintenance unless otherwise agreed to by the Department.

In accordance with CTB policy, the project must be completed and the **$954,000** Enhancement allocation expended by **October 1, 2015** or the project may be subject to de-allocation.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date		Enhancement Program Manager and date

Attachment 3

Fairfax County Board of Supervisors 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 of Fairfax, Virginia on Tuesday, April 10, 2012, at which meeting a quorum was present and voting, the following resolution was adopted.

AGREEMENT EXECUTION RESOLUTION

WHEREAS, in accordance with Virginia Department of Transportation project agreement procedures, it is necessary that a resolution be received from the local government authorizing execution of an agreement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Fairfax County, Virginia, authorizes County staff to execute on behalf of the County of Fairfax a Project Administration Agreement with the Virginia Department of Transportation for the Georgetown Pike Trail Project by the County of Fairfax.

Adopted this ____day of _____, 2012, Fairfax, Virginia

ATTEST _____

Catherine Chianese
Clerk to the Board of Supervisors

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Board Agenda Item
April 10, 2012

INFORMATION – 1

Disposition of 1447 Woodacre Drive, Tax Map Number 031-2-06-0008

The subject residential property was acquired by the Board of Supervisors on January 17, 2006 for stormwater purposes. At the Board Meeting on March 31, 2008, staff informed the Board (Information Item #5) that it was unable to solicit an acceptable proposal for the purchase of the property and the Board directed staff to demolish the existing house and retrofit the area for water quality/quantity control in support of the County's environmental initiatives. Once the real estate market improved, the Board asked Facilities Management Department (FMD) staff to reconsider, in collaboration with the Department of Public Works and Environmental Services (DPWES), a Request for Proposal (RFP) to sell the re-graded lot to a developer. The parcel has been maintained as open space since the retrofitting.

The Chesterbrook Woods Citizen Association (CWCA) has approached the County with a proposal to improve the property with landscaping. Staff believes that the small buildable footprint for any residence on the site may not be commercially viable for a developer and that the issuance of another RFP will not generate any acceptable proposals from the development community. Consequently, staff believes that the utilization of the site as permanent open space would be more beneficial to the County than the sale of the parcel for minimal consideration.

Unless otherwise directed by the Board, FMD and DPWES will work with CWCA on appropriate, non-invasive, low-maintenance vegetation to plant on the property.

FISCAL IMPACT:
The one-time cost of the initial plantings.

ENCLOSED DOCUMENTS:
Attachment A – Tax Map

STAFF:
David J. Molchany, Deputy County Executive, Office of the County Executive
Jose A. Comayagua, Jr., Director, Facilities Management Department
James W. Patteson, Director, Public Works and Environmental Services

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Attachment 1

Subject Property:
Tax Map No. 0312 06 0008

0 120 240 480 Feet

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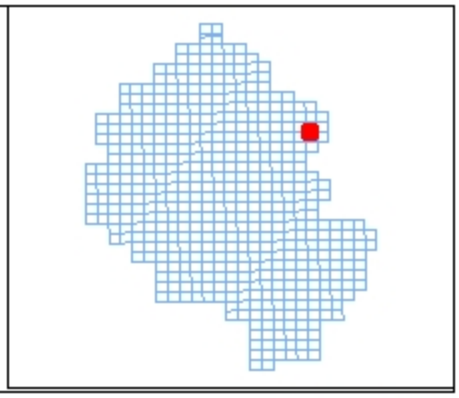

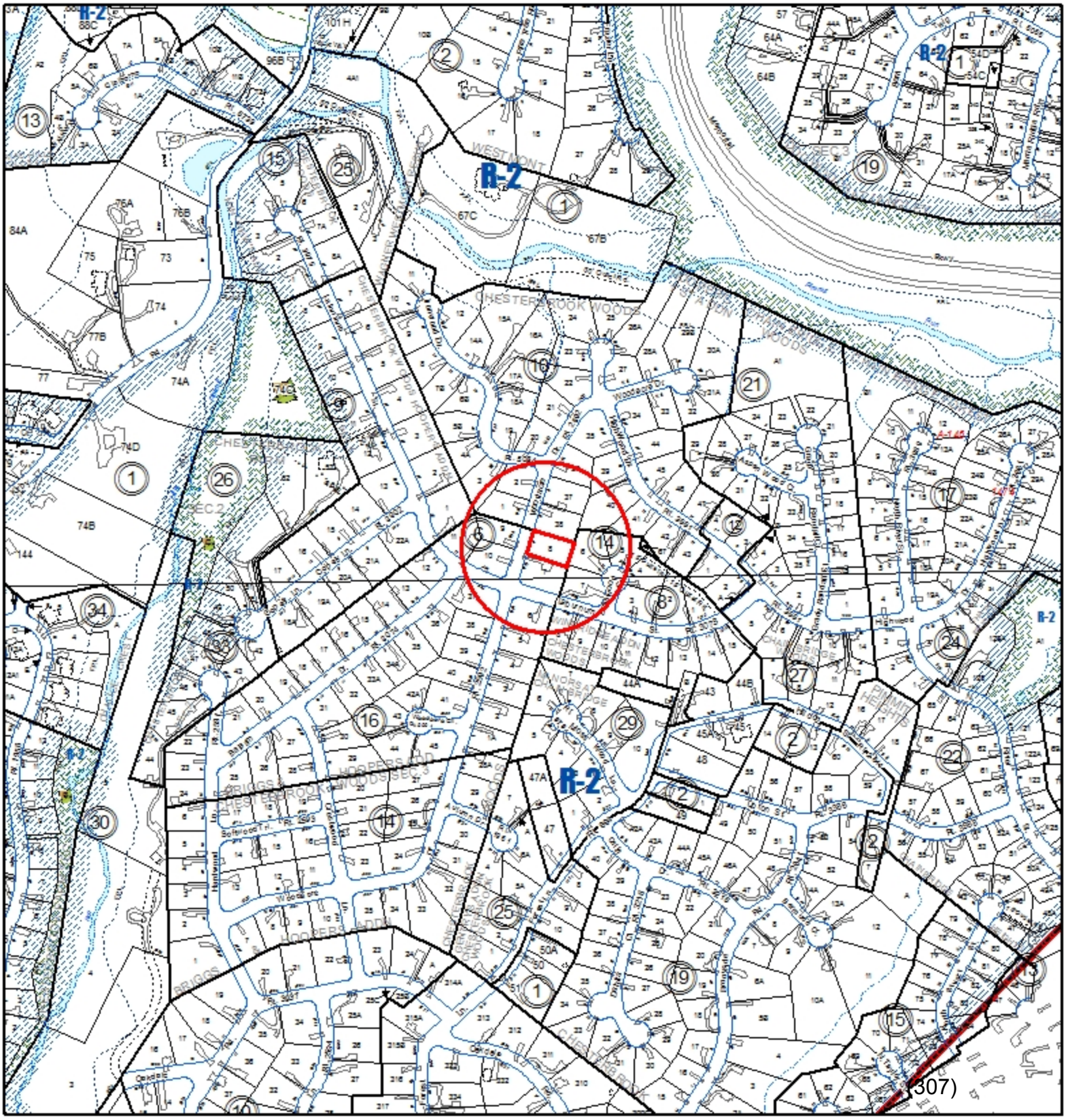

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Board Agenda Item
April 10, 2012

INFORMATION - 2

Planning Commission Action On Application 2232-L11-19, Fairfax County Park Authority (Lee District)

On Wednesday, March 21, 2012, the Planning Commission voted 10-0-1 (Commissioner Hurley abstaining; Commissioner Hall absent from the meeting) to approve 2232-L11-19.

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-L11-19 sought approval for this ten acre site to be developed as the Olander and Margaret Banks Neighborhood Park to be located at 7400 Old Telegraph Road in Alexandria, VA. (Tax Map 91-4 ((1)) 23, 24). Under its long-range vision, the Park Master Plan, approved in May 2011, envisions the development of this site as a local-serving park that may include open recreation areas, an off-leash dog area, community gardens, playground and picnic areas, trails, and parking.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpts from 3/21/12 Commission meeting
Attachment 2: Vicinity map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Chris Caperton, Chief, Facilities Planning Branch, Planning Division, DPZ
Barbara J. Lippa, Executive Director, Planning Commission Office

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Planning Commission Meeting Attachment 1
March 21, 2012
Verbatim Excerpt

2232-L11-19 – FAIRFAX COUNTY PARK AUTHORITY (OLANDER & MARGARET BANKS NEIGHBORHOOD PARK)

Decision Only During Commission Matters
(Public Hearing held on December 15, 2011)

Commissioner Migliaccio: Thank you, Mr. Chairman. If I can have - - I have the decision only tonight with the Banks Park. If I can have a representative from the applicant come down. Ms. Rosend? Okay, just one question for the applicant. It's in the staff report - and I mentioned to Carolyn Banks-Summers - I would make certain that I get this on the record, and I'm going to do it tonight. There's a large monument sign on Old Telegraph Road on the Banks property. Who is responsible for that sign if it needs to be moved? Is it the Park Authority? Or does it fall on Friends of OB Park? Or somebody else?

Patricia Rosend, Senior Park Planner, Fairfax County Park Authority: Okay, let me –

Chairman Murphy: Wait. Before we do that, would you identify yourself for the record, please, with your name and position, so we'll all know who you are.

Ms. Rosend: Certainly. My name is Pat Rosend. I'm a Senior Park Planner with the Planning and Development Division of the Fairfax County Park Authority. In response to the question about the responsibility for moving the park sign, the simple answer is that the Park Authority will be responsible for moving the sign if road improvements or other park improvements necessitate it, as part of park development that may impact the sign location. If road improvements are done, by VDOT for instance, and require relocation of the sign but are unrelated to park development, this would be something that would be negotiated with - and be the responsibility of VDOT or any parties improving the roads.

Chairman Murphy: What? Can you –

Commissioner Migliaccio: I was hoping for a simple yes, we are responsible for it.

Ms. Rosend: Well, it - - again, it depends on the conditions that are causing the road - the sign to be –

Commissioner Migliaccio: How about – let me try to rephrase it: When push comes to shove and I want to find out who's moving this sign, who do I talk to?

Ms. Rosend: The Park Authority.

Commissioner Migliaccio: Thank you. Thank you, Mr. Chairman. As you may recall, last December 15th, we held a public hearing for application 2232-L11-19, Banks Park. At that time it became clear that the applicant needed to do additional outreach to better inform the community of what actually is in the Banks Park Master Plan. I am happy to report that the applicant made good

use of the deferral time to meet with the neighboring communities. The Park Authority was able to provide the community with a fuller understanding that the Banks Park Master Plan sets a 10- to 20-year long-range vision for the park to accommodate potential uses to serve the neighboring communities. Some of the key points of the Plan are that the park will only open from dawn until dusk, that roughly 80 percent of the land will remain green and be left for passive recreation activities, that roughly 20 percent of the land will be designated as an activity zone. Within this 20 percent, there may be a dog park or a multipurpose court, or the existing house. There is not room enough for all three of these options. Parking will be provided in this zone based on which amenity is selected. It should be noted that not all of the features shown throughout the park will be built, and certainly not all at one time. Before I move into my main motion, I would like to once again thank the Banks Family, and specifically Mr. Olander Banks, for having the willingness in 2001 to work with the Park Authority in order to provide a much needed ten acres of parkland among a heavily populated area. Because of this we are talking about how green the ten acres should be and not how many townhomes can we put there. After reviewing the staff report and public testimony, I concur with staff's assessment that the proposal by the Fairfax County Park Authority to develop the Olander and Margaret Banks Neighborhood Park, located at 7400 Old Telegraph Road, Alexandria, satisfies the criteria of location, character, and extent, as specified in *Virginia Code* Section 15.2-2232, as amended. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND THE SUBJECT APPLICATION 2232-L11-19 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to approve 2232-L11-19, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hurley abstains. She was not present, nor a member, of the - - present at the public hearing or a member of the Planning Commission at the time of the public hearing.

//

(The motion carried by a vote of 10-0-1 with Commissioner Hurley abstaining; Commissioner Hall absent from the meeting.)

JN

PLANNING DETERMINATION

Section 15.2 -2232 of the Code of Virginia

Number: 2232-L11-19

District: Lee

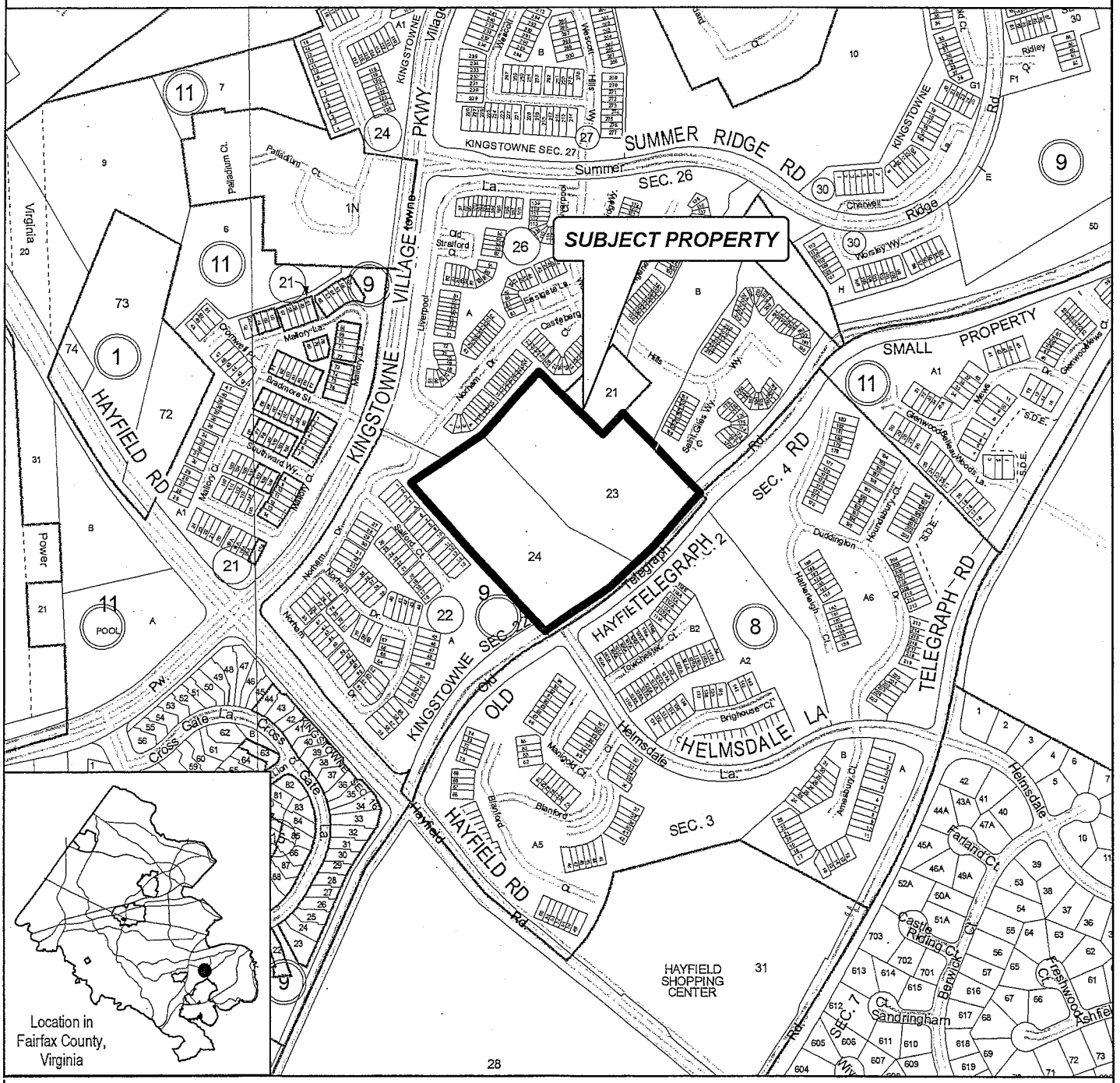
Acreage: 10 Ac.

Subject Property: 91-4 ((1)) 23, 24

Planned Use: Public Park

Applicant: Fairfax County Park Authority

Proposed Use: Neighborhood Park



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PREPARED BY THE DEPARTMENT OF PLANNING AND ZONING
USING FAIRFAX COUNTY GIS

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Board Agenda Item
April 10, 2012

INFORMATION – 3

International Building Safety Month

In observance of International Building Safety Month, May 2012, the Department of Public Works and Environmental Services (DPWES) is conducting a campaign to promote public awareness of building safety in Fairfax County. This is in keeping with DPWES' mission to enforce building codes and related County ordinances in order to ensure the construction of safe buildings in the County.

As has been the practice in previous years, staff is working in collaboration with several local hardware stores including Home Depot stores at Seven Corners Center, Fairfax Circle, Alexandria, and Reston, to set up building safety information booths at store entrances during Building Safety Month. Staff from neighboring local government jurisdictions who participated in last year's effort have expressed their satisfaction with last year's joint effort, and indicated their desire to continue their participation. As a result, this year, on May 5 and 6, in another regional collaborative effort, the booths will be staffed jointly by engineers and inspectors from Fairfax County DPWES and Code Enforcement Agencies from Arlington County, the Cities of Alexandria, Fairfax, and Falls Church, Prince William County, and the Town of Herndon. Customers and visitors will have the opportunity to ask building code-related questions. Building equipment and safety appliances-such as carbon monoxide alarms, smoke detectors, fire extinguishers, and radon test kits-will be displayed. Information brochures on building and elevator safety, as well as permit process information, will be available to all customers and visitors.

This outreach program is designed to educate regional residents on the provisions of the building codes, increase the level of awareness on building safety, and save lives. Since initiating the community outreach visits over seventeen years ago, citizen response has continued to be very positive, and staff reports an increasing level of interest from customers shopping at these stores.

On Monday, May 1, beginning at 10:30 PM, a kickoff brunch presentation and press conference on the theme "Energy and Green Building Technologies" will be held at the T.C. Williams High School auditorium, in Alexandria, Virginia. This year's event, organized jointly by the Counties of Fairfax, Arlington, and Prince William, the Cities of Alexandria, Fairfax, and Falls Church, and the Town of Herndon, is designed to focus the public's attention on Green Building technology issues, and the importance of building safety in Fire safety and awareness. The featured presentations will be given by three distinguished speakers – Dave Diamantes, Jessyca Henderson, of the American Institute of Architects, and Jeremy Sigmon, of the United States Green Building Council.

As part of today's ceremony recognizing Building Safety Month, DPWES will present its Building Safety Community Partnership Award. This award recognizes private or corporate citizens for their contributions toward the advancement of DPWES' mission of ensuring

building and construction safety in Fairfax County. This is the fifteenth year for this award, and this year's recipient is John "Buddy" Showalter.

As a staff member of the American Wood Council (AWC), Buddy is responsible for the organization's website, technical helpdesk, education initiatives and related technical media. While performing these duties, Buddy was instrumental in creating nationally prescriptive deck plans. With Fairfax County's permission, Buddy used the county's *Typical Deck Details* as a base for his new plans and expanded its scope to include all localities in the country thus creating AWC Publication DCA6 – *Prescriptive Residential Wood Deck Construction Guide.*

Fairfax County has maintained its own typical deck details, but has incorporated many of the options and engineering developed by Buddy and the AWC. Thanks to him, the county has also remained a collaborator during the evolution of each edition of DCA6. Buddy has even sought feedback from builders, designers, code officials, industry and academia to ensure the guide and its companion commentary are truly universally accepted. Fairfax County residents benefit by now having two publications from which to choose when designing all or parts of their residential deck as the building permit office recognizes the county's typical details as well as DCA6.

The media frequently broadcasts catastrophic deck collapses often with serious injuries and even deaths. This has prompted increased calls for promoting deck safety. It is reported that millions of decks are constructed in the U.S. annually. With such large numbers comes the probability of even more failures if decks are not designed, constructed or maintained properly. By creating DCA6, Buddy has reduced the odds of failures and set the standard by which all decks should be built. Buddy is also a member of the Editorial Boards for *Wood Design Focus*, published by the Forest Products Society, and *STRUCTURE* magazine. He is a Virginia licensed professional engineer and a graduate of Virginia Polytechnic Institute and State University, and is richly deserving of this special recognition.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
None

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, DPWES
Michelle Brickner, Director, Land Development Services, DPWES

Board Agenda Item
April 10, 2012

10:40 a.m.

Matters Presented by Board Members

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Board Agenda Item
April 10, 2012

11:30 a.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. *New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility v. The Fairfax County Board of Supervisors*, Case No. 10-2381 (U.S. Ct. of App. for the Fourth Cir.) (Mount Vernon District)

2. *Xuli Zhang v. Police S. Regan and Police PEC [sic] M. Green*, Case No. 11-2013 (U.S. Ct. of App. for the Fourth Cir.)

3. *Kaveh Sari v. Thomas W. Bacigalupi, Louis A. Robinson, and Ayah Wali*, Record No. 11-1852 (Va. Sup. Ct.)

4. *James Darden v. Colonel David M. Rohrer, Officer Christian J. Chamberlain, Officer Mohammed S. Oluwa, and Fairfax County*, Case No. 1:11cv828 (E.D. Va.)

5. *Elena Norfolk v. Detective Douglas Middlebrooks*, Case No. CL-2010-0013912 (Fx. Co. Cir. Ct.)

6. *Emmanuel Kwame Boateng v. Fairfax County Police Department*, Case No. 1:12-cv-55-TSE-TRJ (E.D. Va.)

7. *Khadija Ahmed v. Phimmery Moungkhoth*, Case No. CL 2012-02136 (Fx. Co. Cir. Ct.) (Providence District)

8. *Calvin C. Hall, Jr. v. Fairfax County Police Department and Officer John Doe*, Case No. CL-2012-020604 (Fx. Co. Cir. Ct.)

9. *Kathryn T. Hollis, et al. v. Schaefer Pyrotechnics, Inc., et al.*, Case No. CL-2011-01605 (Fx. Co. Cir. Ct.)

10. *Joseph F. and Juliana Campagna, Fairfax Christian School, Inc., Hunter Mill East, LLC, Hunter Mill West, LLC, Robert L. and Rosemary S. Thoburn, and Thoburn Limited Partnership v. Fairfax County Board of Supervisors*, Case No. CL-2010-0005862 (Fx. Co. Cir. Ct.) (Hunter Mill District)

11. *Renni Zhao and Suli Wang v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2011-0003980 (Fx. Co. Cir. Ct.) (Providence District)

12. *Eileen M. McLane, Fairfax County Zoning Administrator v. Khanh Quach and Dao Tran*, Case No. CL-2010-0014970 (Fx. Co. Cir. Ct.) (Mason District)

13. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Sheldon P. Ellison and Wauleah A. Ellison*, Case No. CL-2010-0017783 (Fx. Co. Cir. Ct.) (Mason District)

14. *Eileen M. McLane, Fairfax County Zoning Administrator v. Rama Sanyasi Rao Prayaga and Niraja Dorbala Prayaga*, Case No. CL-2010-0002573 (Fx. Co. Cir. Ct.) (Dranesville District)

15. *Eileen M. McLane, Fairfax County Zoning Administrator v. James M. Shifflett, Sr., and Judith M. Shifflett*, Case No. CL-2009-0014727 (Fx. Co. Cir. Ct.) (Mount Vernon District)

16. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Ruth S. Wong*, Case No. CL-2010-0005963 (Fx. Co. Cir. Ct.) (Mason District)

17. *Eileen M. McLane, Fairfax County Zoning Administrator v. Robert George Chatman and Patricia A. Chatman*, Case No. CL-2011-0017307 (Fx. Co. Cir. Ct.) (Mason District)

18. *Eileen M. McLane, Fairfax County Zoning Administrator v. Julio E. Argueta and Mauda Aguirre*, Case No. CL-2012-0001025 (Fx. Co. Cir. Ct.) (Mason District)

19. *Eileen M. McLane, Fairfax County Zoning Administrator v. Demetrios Demetriou and Androula Demetriou*, Case No. CL-2011-0015709 (Fx. Co. Cir. Ct.) (Mount Vernon District)

20. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Gary Lee Hoskinson*, Case No. CL-2012-0002648 (Fx. Co. Cir. Ct.) (Dranesville District)

21. *Eileen M. McLane, Fairfax County Zoning Administrator v. Rudy A. Urrutia, Sandra C. Urrutia, Adolfo Urrutia, and Jose Urrutia*, Case No. CL-2011-0013511 (Fx. Co. Cir. Ct.) (Lee District)

22. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Gail K. Etherton and Debora S. Etherton*, Case No. CL-2011-0013547 (Fx. Co. Cir. Ct.) (Springfield District)

23. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Canh Van Nguyen and Khanh T. Huynh Nguyen*, Case No. CL-2011-0012719 (Fx. Co. Cir. Ct.) (Mason District)

24. *Eileen M. McLane, Fairfax County Zoning Administrator v. Shahrokh Tayebi and Shahram Tayebi*, Case No. CL-2011-0016944 (Fx. Co. Cir. Ct.) (Dranesville District)

25. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Steven G. Rocca*, Case No. CL-2011-0014327 (Fx. Co. Cir. Ct.) (Lee District)

26. *Eileen M. McLane, Fairfax County Zoning Administrator v. Hollin Hall, L.L.C.*, Case No. CL-2012-0003174 (Fx. Co. Cir. Ct.) (Mount Vernon District)

27. *Eileen M. McLane, Fairfax County Zoning Administrator v. Tyron Barth and Elizabeth Ann Pennell*, Case No. CL-2011-0018335 (Fx. Co. Cir. Ct.) (Mount Vernon District)

28. *Eileen M. McLane, Fairfax County Zoning Administrator v. James M. Shifflett, Sr.*, Case No. CL-2012-0003389 (Fx. Co. Cir. Ct.) (Mount Vernon District)

29. *Eileen M. McLane, Fairfax County Zoning Administrator v. Imran Mushtaq and Mary Frances Barry*, Case No. CL-2012-0003708 (Fx. Co. Cir. Ct.) (Mason District)

30. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Michael Joseph Powers*, Case No. CL-2012-0003924 (Fx. Co. Cir. Ct.) (Lee District)

31. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Lawrence E. Cox*, Case No. CL-2012-0004059 (Fx. Co. Cir. Ct.) (Providence District)

32. *Eileen M. McLane, Fairfax County Zoning Administrator v. Honglian Chi and Zheyu Li*, Case No. CL-2012-0004056 (Fx. Co. Cir. Ct.) (Braddock District)

33. *Eileen M. McLane, Fairfax County Zoning Administrator v. Osman Yagan, a/k/a Osman Yazgan, and Beatriz Yagan, a/k/a Beatriz Yazgan*, Case No. CL-2012-0004051 (Fx. Co. Cir. Ct.) (Dranesville District)

34. *Eileen M. McLane, Fairfax County Zoning Administrator v. Muhammad Yahya Butt and Saddiqa Yahya Butt*, Case No. CL-2012-0004054 (Fx. Co. Cir. Ct.) (Braddock District)

35. *Eileen M. McLane, Fairfax County Zoning Administrator v. William E. Simms and Dolores J. Simms*, Case No. CL-2012-0004057 (Fx. Co. Cir. Ct.) (Mount Vernon District)

36. *Eileen M. McLane, Fairfax County Zoning Administrator v. Bernadette Boka and James L. Leslie*, Case No. CL-2012-004058 (Fx. Co. Cir. Ct.) (Mason District)

37. *Eileen M. McLane, Fairfax County Zoning Administrator v. Kenneth N. Good*, Case No. CL-2012-0004127 (Fx. Co. Cir. Ct.) (Sully District)

38. *Eileen M. McLane, Fairfax County Zoning Administrator v. Sun Ja Yoon and Richard L. Gill*, *Sr.*, Case No. CL-2012-0004128 (Fx. Co. Cir. Ct.) (Sully District)

39. *Eileen M. McLane, Fairfax County Zoning Administrator v. Esther Schwartz, Morris Goldberg, Rose Goldberg, Alvin Peck, Stella Peck, Melvin Zweig, Kathryn Zweig, M. A. M. Enterprises, and the Heirs of Alvin Peck*, Case No. CL-2012-0004129 (Fx. Co. Cir. Ct.) (Providence District)

40. *Eileen M. McLane, Fairfax County Zoning Administrator v. Abbas Atash-Sobh and Alireza Bijan Atash-Sobh*, Case No. CL-2012-0004227 (Fx. Co. Cir. Ct.) (Dranesville District)

41. *Eileen M. McLane, Fairfax County Zoning Administrator v. Trang P. Mai*, Case No. CL-2012-0004357 (Fx. Co. Cir. Ct.) (Mason District)

42. *Eileen M. McLane, Fairfax County Zoning Administrator v. Cynthia Elaine Porter*, Case No. CL-2011-0004358 (Fx. Co. Cir. Ct.) (Sully District)

43. *Eileen M. McLane, Fairfax County Zoning Administrator v. Farid A. Mohamadi and Nahima Mohamadi*, Case No. CL-2012-0004439 (Fx. Co. Cir. Ct.) (Hunter Mill District)

44. *Eileen M. McLane, Fairfax County Zoning Administrator v. Thomas A. Love and Lora L. Love*, Case No. CL-2012-0004440 (Fx. Co. Cir. Ct.) (Mount Vernon District)

45. *Eileen M. McLane, Fairfax County Zoning Administrator v. Rafael Vallecillo*, Case No. CL-2012-0004437 (Fx. Co. Cir. Ct.) (Providence District)

46. *Eileen M. McLane, Fairfax County Zoning Administrator v. Phyllis D. Grandon and Ruth E. Perrin*, Case No. CL-2012-0004441 (Fx. Co. Cir. Ct.) (Mason District)

47. *Eileen M. McLane, Fairfax County Zoning Administrator v. Zahir Ahmed*, Case No. GV1200744900 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

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Board Agenda Item
April 10, 2012

2:30 p.m.

Public Hearing on SE 2011-PR-008, Wells Fargo Bank, SE, to Permit a Waiver of Certain Sign Regulations, located on Approximately 6.68 Acres of Land Zoned C-4, HC and SC (Providence District)

This property is located at 1751 and 1753 Pinnacle Dr., McLean, 22102. Tax Map 29-4 ((1)) 2.

PLANNING COMMISSION RECOMMENDATION:
On February 23, 2012, the Planning Commission voted unanimously (Commissioner Murphy absent from the meeting) to recommend that the Board of Supervisors approve SE 2011-PR-008, subject to the development conditions dated February 22, 2012.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4374033.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kelli-Mae Goddard-Sobers, Staff Coordinator, DPZ

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Planning Commission Meeting
February 23, 2012
Verbatim Excerpt

SE 2011-PR-008 – WELLS FARGO BANK

Decision Only During Commission Matters

Commissioner Lawrence: My second item is a decision only on SE 2011-PR-008, in the name of Wells Fargo Bank. Commissioners will recall that we held a public hearing on this recently and everybody should have received a memorandum, one side of one page, from Kelli-Mae Goddard-Sobers that's dated today. It heads a fairly thick package of PDF materials, but the memorandum describes, in essence, what took place and I think it summarizes it very well. What happens is the sign that was causing all the difficulties for staff isn't going to be there. A different sign will be there and it was a pretty good swap. That's the bottom line. Therefore, Mr. Chairman –

Vice Chairman Alcorn: Yes, Commissioner Lawrence.

Commissioner Lawrence: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2011-PR-008, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS NOW DATED FEBRUARY 22ND, 2012.

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 2011-PR-008, subject to the development conditions dated February 22nd, please say aye.

Commissioners: Aye.

Vice Chairman Alcorn: All opposed? That motion carries.

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(The motion carried unanimously with Commissioner Murphy absent from the meeting.)

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Board Agenda Item
April 10, 2012

3:00 p.m.

Board Decision on PRC A-502-02 (Fairways I Residential, L.L.C. and Fairways II Residential, L.L.C.) to Approve a PRC Plan Associated with RZ A-502 to Redevelop Existing Multi-Family Dwellings with Single-Family Attached and Multi-Family Dwellings and Bonus Density for Providing ADUs, Located on Approximately 18.82 Acres Zoned PRC (Hunter Mill District)

The application property is located at 11555 and 11627 North Shore Drive, Southwest corner of North Shore Drive and Fairways Drive and East of the intersection of North Shore Drive and Wainwright Drive. Tax Map 17-2 ((18)) 1 and 17-2 ((19)) 2A.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 28, 2011, the Planning Commission voted unanimously (Commissioners Alcorn and Donahue absent from the meeting) to recommend the following actions to the Board of Supervisors pertinent to the subject application:

- Approval of PRC A-502-02, subject to the development conditions consistent with those dated July 27, 2011;

- Modification of the loading space requirement to allow a total of nine loading spaces instead of ten;

- Approval of a Public Facilities Manual (PFM) waiver to allow pervious pavements for parking spaces, walkways, and pedestrian plazas within a single-family attached residential neighborhood.

The Commission also voted 9-0-1 (Commissioner Harsel abstaining; Commissioners Alcorn and Donahue absent from the meeting) to recommend to the Board of Supervisors a waiver of the PFM to allow use of an underground stormwater management vault in a residential development, subject to the Department of Public works and Environmental Services waiver of conditions dated April 21, 2011.

ENCLOSED DOCUMENTS:
Attachment 1 - Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4354040.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
St. Clair Williams, Staff Coordinator, Zoning Evaluation Division, DPZ

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Planning Commission Meeting Attachment 1
July 28, 2011
Verbatim Excerpt

PRC A-502-02 - FAIRWAYS I & II RESIDENTIAL, LLC

Decision Only During Commission Matters
(Public Hearing held on July 7, 2011)

Commissioner de la Fe: Thank you, Mr. Chairman. I have a decision to make – to propose tonight on PRC A-502-02, Fairways I & II Residential, LLC. Mr. Chairman, the first public hearing for this case was held on July 15, 2010. At that public hearing, the staff recommended denial primarily based on its findings that the proposed development was not in keeping with the character of the neighborhood and that the proposed density was at the highest end of the allowed zoning. Although the Reston Planning and Zoning Committee had recommended approval, its endorsement came with a degree of division not usually seen on its recommendations. Of the eight speakers testifying at that time, the majority were opposed. After that public hearing, the Planning Commission deferred its decision in order for the applicant to address the issues raised. In the year since the original public hearing, the applicant worked to redesign its development in order to address the issues raised. The second public hearing on this application was held on July 7, 2011. The revised application reduced the density and changed the configuration of the site design by increasing the number of single-family attached units, eliminating high-rise structures, and one mid-rise – one of the mid-rise buildings. The changes have satisfied staff's major original reasons for recommending denial and it is now recommending approval. The Reston Planning and Zoning Committee again recommends approval on a vote of 11 to 1 and 1 abstention, reflecting its traditional high level of consensus on project recommendations. At that public hearing, the majority of the nine speakers were opposed. Most of the speakers at the second public hearing were the same ones appearing or representing the same organization and at the first public hearing, raising many of the same objections. In addition to the individuals appearing at the public hearings, numerous communications from interested neighbors have been received, mainly in opposition. The issues raised during this second public hearing were similar to the ones raised a year earlier, relating to density, design, and traffic. The redevelopment proposed affects a part of what is traditionally referred to as "Original Reston." The site was developed 40 – over 40 years ago – 40 years ago at a lower density and character than envisioned and zoned. It is totally residential, although part of it – it is zoned to permit commercial. The original proposal included both residential and neighborhood serving retail. The commercial part of the proposal disappeared very quickly in response to community reaction. In keeping with what was developed, it is now recommended to be purely residential. There were requests that this redevelopment await the results of the ongoing study to revise Reston's Master Plan as contained in the County's Comprehensive Plan. We, of course, must base our actions on the current provisions of the Comprehensive Plan, not on what may be in the future. The proposed development is in keeping with the current Plan. Although much has been said about traffic, the principal roads serving this development can handle the additional traffic. The major problem spots relate to the arrival and dismissal times of the elementary school across the street and at the intersection with Temporary Road. The applicant has agreed to provide a traffic signal warrant study and contribute its pro rata share of the cost of the signal if deemed necessary. The issue of site design has been the

one that has raised the most comments. Under Reston's covenants, the Reston Design Review Board has final say on the design of properties, subject to the Reston Association. The DRB has raised numerous concerns and will have final say on what the final redevelopment will look like. However, we have a distinct governmental responsibility – responsibilities and guides. Because of the DRB's ultimate say, we have imposed a development condition that will give us the opportunity to review and approve the final design. The issue of affordable housing has been raised with respect to the redevelopment. Although many refer to the current development as affordable, the fact is that none of the units are under any kind of governmental control. They are all market rate. As part of the redevelopment, the applicant will provide the required number of units for the townhouse portion and the 12-percent workforce units for the rest of the development. I could go on and address a number of other issues. However, as a final point, I would like to remind my fellow residents of Reston of Bob Simon's seventh goal for the community, which to paraphrase is: "Since Reston is being developed by the private sector, it must be financially successful." Here, we are presented with an opportunity to redevelop an aging residential complex by the private sector that meets the requirements of the Comprehensive Plan. I realize that this is not a perfect development. I doubt that there is such a thing. But I believe that it is time to move on. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE PRC A-502-02, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED JULY 27, 2011.

Commissioners Hart and Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Hart and Mr. Litzenberger. 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 further MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A MODIFICATION OF THE LOADING SPACE REQUIREMENT TO ALLOW A TOTAL OF 9 LOADING SPACES INSTEAD OF 10.

Commissioners Hart and Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger and Mr. Hart. Is there a discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner de la Fe: Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A WAIVER OF THE PFM TO ALLOW USE OF AN UNDERGROUND STORMWATER MANAGEMENT VAULT IN A RESIDENTIAL DEVELOPMENT, SUBJECT TO THE DPWES WAIVER CONDITIONS DATED APRIL 21, 2011.

Commissioners Hart and Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Hart and Mr. Litzenberger. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Harsel: Abstain.

Chairman Murphy: Ms. Harsel abstains.

Commissioner de la Fe: And finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A WAIVER OF THE PFM TO ALLOW PERVIOUS PAVEMENTS FOR PARKING SPACES, WALKWAYS, AND PEDESTRIAN PLAZAS WITHIN A SINGLE-FAMILY ATTACHED RESIDENTIAL NEIGHBORHOOD.

Commissioners Hart and Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger and Mr. Hart. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.
//
(The first, second, and fourth motion carried unanimously with Commissioners Alcorn and Donahue absent from the meeting from the meeting.)

(The third motion carried by a vote of 9-0-1 with Commissioner Harsel abstaining; Commissioners Alcorn and Donahue absent from the meeting.)

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Board Agenda Item
April 10, 2012

3:00 p.m. –

Public Hearing for a Sewer Ordinance Amendment to Revise the Sewer Service Charges, Connection Charges, Availability Charges, Base Charges, and the Meter Reading Date on which the New Service Charges Will Take Effect

ISSUE:
Board adoption of a proposed sewer ordinance is being requested to revise Sewer Service Charges, Availability Charges, Connection Charges, Base Charges, and the Meter Reading Date on which the new Service Charges will take effect. This is consistent with the Wastewater Management Program's "Revenue Sufficiency and Rate Analysis" (the Rate Study) for the Sewer System, prepared in cooperation with its consultant, Public Resources Management Group, Inc. (PRMG). The effects of these revisions are as follows:

1. To establish the Sewer Service rates for FY 2012 through FY 2016
2. To establish the Base Charge rates for FY 2012 through FY 2016
3. To establish the Availability Charges for FY 2012 through FY 2016
4. To maintain a five-year (FY 2012 - FY 2016) sewer rate schedule; FY 2011 rates will be deleted, and new FY 2016 rates will be added
5. To clarify the difference between the effective date of the Sewer Service Charge (July 1st) and the meter reading date on which the new rates will be used to calculate the sewer service charge portion of the quarterly water bills (October 1st, three months after the effective date)

Although the sewer rate schedule in the sewer ordinance is multi-year, all sewer rates are reviewed, adjusted as necessary, and adopted annually to ensure sewer rates are accurately priced.

The revised, five-year rate schedule for the Sewer Service Charge per 1,000 gallons, with previously adopted rates in parentheses, is as follows:

PROPOSED SEWER SERVICE CHARGE RATE SCHEDULE

FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
$6.01	$6.55 ($6.85)	$7.07($7.52)	$7.49 ($7.97)	$7.79

The proposed Sewer Service Charge rate increase is 5% less than the previously proposed rate increase because of cost saving initiatives and operating efficiencies implemented in FY 2010 and FY 2011. The Sewer Service Charge rate was proposed to increase from $6.01 to $6.85 per 1,000 gallons of water consumption in FY 2013,

resulting in an anticipated increase in the annual cost to the typical household of $63.84. Wastewater Management staff in consultation with Public Resources Management Group (PRMG) has proposed a more modest increase for FY 2013 due to identified operating efficiencies within the Program. Operational cost savings and efficiencies included: electricity savings based on lower than anticipated fuel factor rates and a reduction in kilowatt usage; sewage treatment supply savings associated with a reduction in the unit price for petroleum based chemicals used in the treatment of wastewater and a change to less expensive chemicals; lower treatment by contract costs based on reduced operating costs at neighboring jurisdictions; as well as lower fuel costs, vehicle replacement costs and repair and maintenance requirements. The Department of Public Works and Environmental Services (DPWES) continues to review efficiencies and monitor usage. Therefore, in FY 2013, the Sewer Service Charge rate is proposed to increase from $6.01 to $6.55 per 1,000 gallons of water consumption. This equates to an approximate increase of 9.0 percent in Sewer Service Charges. This level of rate increase would allow the system to meet all of the bond rating agencies' identified financial targets by FY 2014, remain competitive with neighboring utilities, continue to preserve credit ratings at current levels and require less debt to support capital projects.

Sewer service charge rates are increasing as debt and capital expenses rise due to construction of additional treatment facilities to meet more stringent nitrogen removal requirements imposed by the state as a result of "Chesapeake 2000" Agreement. Signatories of the Agreement besides the state of Virginia include the States of Maryland and Pennsylvania, the District of Columbia, the United States Environmental Protection Agency (USEPA), and the Chesapeake Bay Commission.

PROPOSED CONNECTION CHARGE RATE

In order to assist in the funding for the Extension and Improvement Program the Connection Charges will remain the same as FY 2012 rate of $152.50 per front foot of premises (with a minimum of $7,625 and a maximum of $15,250) for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers or other such similar community uses to the facilities constructed by the County.

The above Connection Charges shall not apply to premises to be connected to the facilities of the County if such facilities of the County are constructed totally at private expense.

The revised, five-year rate schedule for the Base Charge per bill, with previously adopted rates in parentheses, is as follows:

PROPOSED BASE CHARGE RATE SCHEDULE

FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
$5.00	$5.50 ($5.00)	$5.50 ($5.00)	$5.50 ($5.00)	$5.50

The base charge will increase from $5.00 in FY 2012 to $5.50 in FY 2013. The base charge recovers 100 percent of the cost of billing as charged by the Fairfax County Water Authority. This increase will allow the County to fully recover the billing fee charged by our billing agents.

The revised, five-year rate schedule for the Availability Charge for a single-family residence, with previously adopted rates in parentheses, is as follows:

PROPOSED AVAILABILITY CHARGE RATE SCHEDULE

FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
$7,750	$7,750 ($7,750)	$7,750 ($7,750)	$7,750 ($7,750)	$7,750

The County has completed reviewing the adequacy of the amount of the Availability Charge. Based upon the results of this review, the Availability Charge will remain the same as the FY 2012 rate.

Availability Charges for all nonresidential uses will be computed as the number of fixture units (including roughed-in fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code, Section 101.2, Note 1, which incorporates by reference the 2006 International Plumbing Code (Chapter 7, Section 709), times the fixture unit rate with a minimum charge equivalent to one (1) single family detached dwelling per premises.

PROPOSED METER READING DATE FOR BILLING

It is proposed to modify the Sewer Ordinance to clarify the difference between the effective date of the Sewer Service Charge and the meter reading date on which the new rates will be used to calculate the sewer service charge. The new service charges go into effect on July 1st of each year. Since the water /sewer bills are issued quarterly, the Sewer Ordinance is modified to indicate that the new rates will be used to calculate the quarterly water bills starting with meter readings on October 1st of each year to reflect the water used for three months after the effective date.

RECOMMENDATION:
The County Executive recommends that the Board adopt the proposed sewer ordinance amendment.

TIMING:
Public Notices of the sewer ordinance revisions were advertised March 9, 2012 and March 16, 2012. Decision on the sewer ordinance revisions will coincide with the markup and adoption of the FY 2013 Advertised Budget Plan. FY 2013 the new charges will become effective on July 1, 2012, as outlined above.

BACKGROUND:
In January 2012, the Wastewater Management Program and PRMG completed the Rate Study. Minimum fund balances or "reserves" are maintained to comply with bond requirements and to fund major capital expenditures such as the addition of nitrogen removal facilities at wastewater treatment plants. It is anticipated that desired reserve levels can be maintained under the proposed ordinance amendment (Attachment II).

A forecasted, four-year rate schedule (FY 2013 - FY 2016) is recommended for the County's Sewer Service Charge. The Sewer Service Charge is based on the volume of water used by a sewer customer and is billed quarterly to offset the operations, maintenance, debt, and capital costs allocated to "existing customers." The table below shows the rate increase for the forecasted period.

Fiscal Year	Base Charge $/Quarterly Billing	Service Charge ($/1,000 gallons)	Annual Bill ($)	Increase, $ (% Increase)
2012	$5.00	$6.01 (14.0%)	$476.76	$56.24 (11.8%)
2013	$5.50	$6.55 (9.0%)	$519.80	$43.04 (8.3%)
2014	$5.50	$7.07 (8.0%)	$559.32	$39.52 (7.1%)
2015	$5.50	$7.49 (6.0%)	$591.24	$31.92 (5.4%)
2016	$5.50	$7.79 (4.0%)	$614.04	$22.80 (3.7%)

The rate increases will provide for inflation and the cost of constructing nitrogen removal facilities at wastewater treatment plants to comply with new discharge requirements imposed by the state and the Chesapeake Bay Program. These rate increases are consistent with this year's Rate Study recommendations.

A four-year rate schedule is proposed for the Availability Charges and commercial fixture unit rates. Availability Charges are one-time "tap fees" paid by sewer customers to connect to the system. The revenue from Availability Charges is used to offset the costs of expanding major treatment facilities. The FY 2013 through FY 2016 rate will be held equal to FY 2012 rates based on the pricing analysis performed this year.

The County's Sewer Service Charges and Availability Charges remain very competitive on a local basis. Below are average annual sewer service billings and Availability Charges per Single Family Residential Equivalent (SFRE) for Fairfax County compared to other regional jurisdictions, as of January 2012 (FY 2012). Average sewer service

billings for the other regional jurisdictions have been developed by applying each jurisdiction's sewer service rate to appropriate SFRE water usage determined from Fairfax Water's average water usage for SFREs.

Comparison of Average Service Charges and Availability Charges for SFREs as of January 2012 (FY 2012)

***Based on 19,000 gallons per quarter for all jurisdictions**

Jurisdiction*	Average Annual Sewer Service Billing	Sewer Availability Fees
Loudoun Water	$ 417	$ 7,658
Fairfax County	477	7,750
WSSC	483	3,500
DCWASA	488	----
Prince William County	588	10,300
City of Alexandria	611	7,937
Arlington County	647	4,732

FISCAL IMPACT:
In FY 2013, assuming a typical water usage per household of 19,000 gallons/quarter (or 76,000 gallons/year) and a $5.50 quarterly billing charge (or $22 per year), the average homeowner's sewer bill will be approximately $520 per year, which is an increase of $43.04 over the FY 2012 sewer bill. In FY 2013, approximately $18.3 million in additional Sewer Service Charge revenues will be generated with the Sewer Service Charge increase. Revenues from the collection of Sewer Service Charges, Base Charges, and Availability Charges are recorded in Fund 690-C69000, Sewer Revenue Fund.

ENCLOSED DOCUMENTS:
Attachment I - The Proposed Amendment to Article 67.1-10 (Charges), Section 2 of the Code of the County of Fairfax

STAFF:
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randy Bartlett, Deputy Director, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

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Attachment I

Section 67.1-10-2. - Availability, Connection, Lateral Spur and Service Charges.

(a)

Availability Charges.

(1)

Residential uses: The following schedule of availability charges for residential uses desiring to connect to the Facilities of the County is hereby established and imposed:

		Fiscal Year (July 1-June 30)					
	Customer Class	~~FY 2011~~	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
(A)	Single Family Detached	~~$7,750~~	$7,750	$7,750	$7,750	$7,750	$7,750
(B)	Lodging House, Hotel, Inn or Tourist Cabin	~~7,750~~	7,750	7,750	7,750	7,750	7,750
(C)	Townhouse	~~6,200~~	6,200	6,200	6,200	6,200	6,200
(D)	Apartment	~~6,200~~	6,200	6,200	6,200	6,200	6,200
(E)	Mobile Home	~~6,200~~	6,200	6,200	6,200	6,200	6,200
(F)	Any other residential dwelling unit	~~6,200~~	6,200	6,200	6,200	6,200	6,200
(G)	Hotel, Motel, or Dormitory rental unit	~~1,938~~	1,938	1,938	1,938	1,938	1,938

All availability fees paid after February 24, 1976, will be updated by or refunded without interest to the current property owners whose properties have not been connected to public sewer within five years of the initial date of payment or any subsequent payment update(s). (See Section 10-5(d), "Refunds Updates".)

(2)

Commercial and all other uses: The following schedule of fixture unit rates for computing availability charges for all nonresidential uses is hereby established and imposed:

	Fiscal Year (July 1-June 30)					
	~~FY 2011~~	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Fixture unit rate	~~$401~~	$401	$401	$401	$401	$401

The availability charge will be computed as the number of fixture units (including roughed-in fixture units) in accordance with Part I of the current Virginia Uniform Statewide Building Code (as amended), Section 101.2, Note 1, which incorporates by reference the 2006 International Plumbing Code (Chapter 7, Section 709) ("VUSBC"), times the fixture unit rate with a minimum charge equivalent to one single-family detached dwelling per premises. For Significant Industrial Users with wastewater discharge permits authorizing discharge into the Integrated Sewer System and other industrial or commercial Users determined by the Director to have processes generating significant wastewater flows, the availability fee will be calculated on the basis of equivalent units. One equivalent unit is equal to 370 gallons per day and rated equal to one single-family detached dwelling unit. Therefore, the availability charge for Significant Industrial Users and other industrial or commercial Users determined by the Director to have processes generating significant flow will be equal to the current rate for a single family detached dwelling unit times the number of equivalent units associated with the permitted flow. The number of equivalent units is equal to the permitted or projected flow in gallons per day divided by 370 gallons per day. Fixture unit counts, for Users having fixtures discharging continuously or semi-continuously to drainage system leading to the County sanitary sewer facilities, shall be increased by two fixture units for each gallon per minute of such continuous or semi-continuous discharge. The rate of such discharge shall be deemed to be that rate certified by the manufacturer of the fixture or other equipment, or such other rates as the Director shall determine.

(3)

Effective date: The rate will change on July 1st of each new fiscal year. The rate applicable to each fiscal year is subject to annual review by the Board of Supervisors.

(b)

Connection Charges:

(1)

Residential and community uses: There is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum of $7,625 and a maximum of $15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers or other such similar community uses to the Facilities of the County.

(A)

The above Connection Charges will go in effect starting July 1st of each new fiscal year. The rate applicable to each fiscal year is subject to annual review by the Board of Supervisors. ~~July 1, 2011 for all Facilities of the County constructed after July 1, 2011. During the period of July 1, 2011 through June 30, 2012 Connection Charges for connections to Facilities of the County constructed prior to July 1, 2011 will be $6.00 per front foot of premises (with a minimum of $300.00 and a maximum of $600.00). Beginning July 1, 2012 all connections to all Facilities of the County will be assessed the Connection Charges in Section 67.1-10-2(b)(1) above.~~

(B)

Connection Charges for connection to the Facilities of the County in the County's Extension and Improvement (E&I) Program that are under design for construction at the time the Connection Charges in Section 67.1-10-2(b)(1) are adopted (i.e. April 26, 2011) will be $6.00 per front foot of premises (with a minimum of $300.00 and a maximum of $600.00) provided all of the following conditions are met:

(i)

property owners in the E&I project area agree to grant all required easements within 4 months of the adoption date (i.e. no later than August 25, 2011) of Connection Charges in Section 67.1-10-2(b)(1)

(ii)

50% of the property owners in the E&I project area pay the required Availability Charges within 4 months of the adoption date (i.e. no later than August 25, 2011) of Connection Charges in Section 67.1-10-2(b)(1)

(iii)

connections to the Facilities of the County are made by no later than June 30, 2012, or within 30 days of completion of the construction of the E&I project, whichever comes last.

(2)

All other uses: There is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum charge of $15,250) for the connection of all other uses to the Facilities of the County.

(3)

The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.

(4)

For the purposes of Section 67.1-10-2 (b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.

(c)

Lateral spur charges: There is hereby established and imposed a lateral spur charge of $600.00 for the connection of all uses to a lateral spur, where such lateral spur has been installed by the County at the expense of Fairfax County.

(d)

Service charges: There are hereby established and imposed the following quarterly sanitary sewer service charges:

	Sewer Service Charges Fiscal Year (July 1 - June 30)					
	~~FY 2011~~	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016
Sewer Service Charge, $/1,000 gallons	~~$5.27~~	$6.01	$~~6.85~~ 6.55	$~~7.52~~ 7.07	$~~7.97~~ 7.49	$7.79

(1)

Effective date: The rates will change on July 1st of each new fiscal year. For metered accounts, the change is effective with meter readings beginning October 1st of each year. ~~that date~~. For unmetered accounts, the change is effective with billings beginning October 1st of each year. ~~that date~~. Effective July 1, ~~2009~~ 2012, a Base Charge of $~~5.00~~ 5.50 per bill will be charged, in addition to the sewer service charge.

(2)

Premises having a metered water supply:

Category of Use	Service Charges
(A) Single-family detached and single-family attached dwellings such as townhouses, duplexes, multiplexes, semi-detached, rowhouses, garden court and patio houses with a separate water service line meter.	For each 1,000 gallons of water, based on winter-quarter consumption or current quarterly consumption, as measured by the service line meter, whichever is lower, a charge equal to the effective unit cost rate ($/1,000 gallons).

(B) All other uses.	For each 1,000 gallons of water as measured by the water service line, a charge equal to the effective unit cost rate ($/1,000 gallons).
(C) All users.	Base charge of $~~5.00~~ $5.50 per billing.

(D)

The winter-quarter-maximum consumption is determined as follows:

(i)

The quarterly-daily-average consumption of water is the consumption, measured by the water service line meter for the period between meter readings divided by the number of days elapsed between meter readings.

(ii)

The quarterly consumption is 91.5 times the quarterly-daily-average consumption of water in leap years or 91.25 times the quarterly-daily-average consumption in non-leap years.

(iii)

The winter quarterly consumption is the quarterly consumption determined at the water service line meter reading scheduled between February 1 and April 30. The winter-quarter-consumption of each respective year shall be applicable to the four quarterly sewer billings rendered in conjunction with the regular meter reading scheduled after the next May.

(iv)

All water delivered to the premises, as measured by the winter quarter-consumption for single-family dwellings and townhouses or the meter of all other Users, shall be deemed to have been discharged to the Facilities of the County. However, any person may procure the installation of a second water service line meter. Such person may notify the Director of such installation, in which event the Director shall make such inspection or inspections as may be necessary to ascertain that no water delivered to the premises or only the water delivered through any such additional meter may enter the Facilities of the County. If the Director determines that water delivered through an additional meter may not enter the Facilities of the County, no charge hereunder shall be based upon such volume of water delivery. If the Director determines that only the water delivered through an additional meter may enter the Facilities of the County, only the water recorded on the additional meter shall be charged. In the alternative, any person may procure the installation of a sewage meter which shall be of a type and installed in a manner approved by the Director, who shall make periodic inspection to ensure accurate operation of said meter; in such event, the charge imposed hereunder shall be based upon the volume measured by

such meter. The cost of all inspections required by the foregoing provisions for elective metering, as determined by normal cost accounting methods, shall be an additional charge for sanitary sewer service to the premises on which such meter or meters are installed.

(E)

For single-family premises as in (d)(2)(A) not able to register valid meter readings for the measurement of winter-quarter-consumption the following billing method shall apply:

(i)

Premises not existing, unoccupied or occupied by a different household during the applicable winter quarter, or which due to unfavorable weather, meter failure or for any other reason of meter inaccuracy cannot register valid meter readings, shall not be considered to have a valid meter reading for the purpose of winter-quarter-consumption measurement.

(ii)

Such premises may be billed on the basis of the average winter-quarter-consumption for similar dwelling units or the current quarterly consumption, as registered by water service line meter, or based on historical water usage. Accounts for single-family premises established by a builder for sewerage service during construction shall be considered a nonresidential use.

(3)

Premises not having metered water supply or having both well water and public metered water supply:

(A)

Single-family dwellings, as in (d)(2)(A). An amount equal to the average winter-quarter-consumption, during the applicable winter quarter, of similar dwelling units, times the effective unit cost rate ($/1,000 gallons). In the alternative, any such single-family residential customer may apply to the County, via the water supplier providing water service to the area in which the residential customer is located, for special billing rates, based on average per capita consumption of water in similar type units.

(B)

All other uses: The charge shall be based upon the number of fixture units and load factor in accordance with the VUSBC and Table I. There shall be an additional charge equal to the effective unit cost ($/1,000 gallons) for the volume discharged by fixtures discharging continuously or semi-continuously. Volume of continuous or semi-continuous discharge shall be deemed to be that used in determining availability charge.

TABLE I.

Table of Fixture Units

Type of Fixture or Group of Fixtures	Drainage Fixture Unit Value (d.f.u.)
Commercial automatic clothes washer (2" standpipe)	3
Bathroom group consisting of water closet, lavatory and bathtub or shower stall (Residential):	
Tank type closet	6
Bathtub (with or without overhead shower)	2
Combination sink-and-tray with food disposal unit	2
Combination sink-and-tray with 1½" trap	2
Dental unit or cuspidor	1
Dental lavatory	1
Drinking fountain	½
Dishwasher, domestic	2
Floor drains with 2" waste	2
Kitchen sink, domestic, with one 1½" waste	2
Kitchen sink, domestic, with food waste grinder and/or dishwasher	2
Lavatory with 1¼" waste	1
Laundry tray (1 or 2 compartments)	2
Shower stall	2
Sinks:	
Surgeon's	3
Flushing rim (with valve)	6
Service (trap standard)	3
Service (P trap)	2
Pot, scullery, etc.	4
Urinal, pedestal, syphon jet blowout	6
Urinal, wall lip	4
Urinal stall, washout	4
Urinal trough (each 6-ft. section)	2
Wash sink (circular or multiple) each set of faucets	2
Water closet, tank-operated	4
Water closet, valve-operated	6
Fixture drain or trap size:	
1¼ inches and smaller	1
1½ inches	2

2 inches	3
2½ inches	4
3 inches	5
4 inches	6

TABLE II.

Fixture Units and Load Factors for All Other Premises

Quarterly Service Charges

Fiscal Year (July 1 - June 30)

Fixture Units	Load Factor	~~2011~~	2012	2013	2014	2015	2016
20 or less	1.00	~~$131.75~~	$150.25	$163.75	$176.75	$187.25	$194.75
21 to 30	1.25	~~164.69~~	187.81	204.69	220.94	234.06	243.44
31 to 40	1.45	~~191.04~~	217.86	237.44	256.29	271.51	282.39
41 to 50	1.60	~~210.80~~	240.40	262.00	282.80	299.60	311.60
51 to 60	1.75	~~230.56~~	262.94	286.56	309.31	327.69	340.81
61 to 70	1.90	~~250.33~~	285.48	311.13	335.83	355.78	370.03
71 to 80	2.05	~~270.09~~	308.01	335.69	362.34	383.86	399.24
81 to 90	2.20	~~289.85~~	330.55	360.25	388.85	411.95	428.45
91 to 100	2.30	~~303.03~~	345.58	376.63	406.53	430.68	447.93
101 to 110	2.40	~~316.20~~	360.60	393.00	424.20	449.40	467.40
111 to 120	2.55	~~335.96~~	383.14	417.56	450.71	477.49	496.61
121 to 130	2.65	~~349.14~~	398.16	433.94	468.39	496.21	516.09
131 to 140	2.75	~~362.31~~	413.19	450.31	486.06	514.94	535.56
141 to 150	2.85	~~375.49~~	428.21	466.69	503.74	533.66	555.04

151 to 160	2.95	~~388.66~~	443.24	483.06	521.41	552.39	574.51
161 to 170	3.05	~~401.84~~	458.26	499.44	539.09	571.11	593.99
171 to 180	3.15	~~415.01~~	473.29	515.81	556.76	589.84	613.46
181 to 190	3.25	~~428.19~~	488.31	532.19	574.44	608.56	632.94
191 to 200	3.35	~~441.36~~	503.34	548.56	592.11	627.29	652.41
201 to 210	3.45	~~454.54~~	518.36	564.94	609.79	646.01	671.89
211 to 220	3.55	~~467.71~~	533.39	581.31	627.46	664.74	691.36
221 to 230	3.65	~~480.89~~	548.41	597.69	645.14	683.46	710.84
231 to 240	3.75	~~494.06~~	563.44	614.06	662.81	702.19	730.31
241 to 250	3.85	~~507.24~~	578.46	630.44	680.49	720.91	749.79
251 to 260	3.90	~~513.83~~	585.98	638.63	689.33	730.28	759.53
261 to 270	4.00	~~527.00~~	601.00	655.00	707.00	749.00	779.00
271 to 280	4.05	~~533.59~~	608.51	663.19	715.84	758.36	788.74
281 to 290	4.10	~~540.18~~	616.03	671.38	724.68	767.73	798.48
291 to 300	4.15	~~546.76~~	623.54	679.56	733.51	777.09	808.21
301 to 310	4.20	~~553.35~~	631.05	687.75	742.35	786.45	817.95
311 to 320	4.30	~~566.53~~	646.08	704.13	760.03	805.18	837.43
321 to 330	4.40	~~579.70~~	661.10	720.50	777.70	823.90	856.90
331 to 340	4.50	~~592.88~~	676.13	736.88	795.38	842.63	876.38
341 to 350	4.60	~~606.05~~	691.15	753.25	813.05	861.35	895.85
351 to 360	4.70	~~619.23~~	706.18	769.63	830.73	880.08	915.33

361 to 370	4.80	~~632.40~~	721.20	786.00	848.40	898.80	934.80
371 to 380	4.90	~~645.58~~	736.23	802.38	866.08	917.53	954.28
381 to 390	5.00	~~658.75~~	751.25	818.75	883.75	936.25	973.75
391 to 400	5.10	~~671.93~~	766.28	835.13	901.43	954.98	993.23
401 to 410	5.20	~~685.10~~	781.30	851.50	919.10	973.70	1,012.70
411 to 420	5.30	~~698.28~~	796.33	867.88	936.78	992.43	1,032.18
421 to 430	5.40	~~711.45~~	811.35	884.25	954.45	1,011.15	1,051.65
431 to 440	5.50	~~724.63~~	826.38	900.63	972.13	1,029.88	1,071.13
441 to 450	5.60	~~737.80~~	841.40	917.00	989.80	1,048.60	1,090.60
451 to 460	5.70	~~750.98~~	856.43	933.38	1,007.48	1,067.33	1,110.08
461 to 470	5.80	~~764.15~~	871.45	949.75	1,025.15	1,086.05	1,129.55
471 to 480	5.90	~~777.33~~	886.48	966.13	1,042.83	1,104.78	1,149.03
481 to 490	6.00	~~790.50~~	901.50	982.50	1,060.50	1,123.50	1,168.50
491 to 500	6.10	~~803.68~~	916.53	998.88	1,078.18	1,142.23	1,187.98
501 to 525	6.25	~~823.44~~	939.06	1,023.44	1,104.69	1,170.31	1,217.19
526 to 550	6.50	~~856.38~~	976.63	1,064.38	1,148.88	1,217.13	1,265.88
551 to 575	6.75	~~889.31~~	1,014.19	1,105.31	1,193.06	1,263.94	1,314.56
576 to 600	7.00	~~922.25~~	1,051.75	1,146.25	1,237.25	1,310.75	1,363.25
601 to 625	7.25	~~955.19~~	1,089.31	1,187.19	1,281.44	1,357.56	1,411.94
626 to 650	7.50	~~988.13~~	1,126.88	1,228.13	1,325.63	1,404.38	1,460.63
651 to 675	7.75	~~1,021.06~~	1,164.44	1,269.06	1,369.81	1,451.19	1,509.31

676 to 700	8.00	~~1,054.00~~	1,202.00	1,310.00	1,414.00	1,498.00	1,558.00
701 to 725	8.20	~~1,080.35~~	1,232.05	1,342.75	1,449.35	1,535.45	1,596.95
726 to 750	8.40	~~1,106.70~~	1,262.10	1,375.50	1,484.70	1,572.90	1,635.90
751 to 775	8.60	~~1,133.05~~	1,292.15	1,408.25	1,520.05	1,610.35	1,674.85
776 to 800	8.80	~~1,159.40~~	1,322.20	1,441.00	1,555.40	1,647.80	1,713.80
801 to 825	9.00	~~1,185.75~~	1,352.25	1,473.75	1,590.75	1,685.25	1,752.75
826 to 850	9.20	~~1,212.10~~	1,382.30	1,506.50	1,626.10	1,722.70	1,791.70
851 to 875	9.35	~~1,231.86~~	1,404.84	1,531.06	1,652.61	1,750.79	1,820.91
876 to 900	9.50	~~1,251.63~~	1,427.38	1,555.63	1,679.13	1,778.88	1,850.13
901 to 925	9.65	~~1,271.39~~	1,449.91	1,580.19	1,705.64	1,806.96	1,879.34
926 to 950	9.80	~~1,291.15~~	1,472.45	1,604.75	1,732.15	1,835.05	1,908.55
951 to 975	9.95	~~1,310.91~~	1,494.99	1,629.31	1,758.66	1,863.14	1,937.76
976 to 1,000	10.15	~~1,337.26~~	1,525.04	1,662.06	1,794.01	1,900.59	1,976.71
1,001 to 1,050	10.55	~~1,389.96~~	1,585.14	1,727.56	1,864.71	1,975.49	2,054.61
1,051 to 1,100	10.90	~~1,436.08~~	1,637.73	1,784.88	1,926.58	2,041.03	2,122.78
1,101 to 1,150	11.30	~~1,488.78~~	1,697.83	1,850.38	1,997.28	2,115.93	2,200.68
1,151 to 1,200	11.70	~~1,541.48~~	1,757.93	1,915.88	2,067.98	2,190.83	2,278.58
1,201 to 1,250	12.00	~~1,581.00~~	1,803.00	1,965.00	2,121.00	2,247.00	2,337.00
1,251 to 1,300	12.35	~~1,627.11~~	1,855.59	2,022.31	2,182.86	2,312.54	2,405.16
1,301 to 1,350	12.70	~~1,673.23~~	1,908.18	2,079.63	2,244.73	2,378.08	2,473.33
1,351 to 1,400	13.00	~~1,712.75~~	1,953.25	2,128.75	2,297.75	2,434.25	2,531.75

1,401 to 1,450	13.25	~~1,745.69~~	1,990.81	2,169.69	2,341.94	2,481.06	2,580.44
1,451 to 1,500	13.50	~~1,778.63~~	2,028.38	2,210.63	2,386.13	2,527.88	2,629.13
1,501 to 1,600	14.05	~~1,851.09~~	2,111.01	2,300.69	2,483.34	2,630.86	2,736.24
1,601 to 1,700	14.60	~~1,923.55~~	2,193.65	2,390.75	2,580.55	2,733.85	2,843.35
1,701 to 1,800	15.15	~~1,996.01~~	2,276.29	2,480.81	2,677.76	2,836.84	2,950.46
1,801 to 1,900	15.70	~~2,068.48~~	2,358.93	2,570.88	2,774.98	2,939.83	3,057.58
1,901 to 2,000	16.25	~~2,140.94~~	2,441.56	2,660.94	2,872.19	3,042.81	3,164.69
2,001 to 2,100	16.80	~~2,213.40~~	2,524.20	2,751.00	2,969.40	3,145.80	3,271.80
2,101 to 2,200	17.35	~~2,285.86~~	2,606.84	2,841.06	3,066.61	3,248.79	3,378.91
2,201 to 2,300	17.90	~~2,358.33~~	2,689.48	2,931.13	3,163.83	3,351.78	3,486.03
2,301 to 2,400	18.45	~~2,430.79~~	2,772.11	3,021.19	3,261.04	3,454.76	3,593.14
2,401 to 2,500	19.00	~~2,503.25~~	2,854.75	3,111.25	3,358.25	3,557.75	3,700.25
2,501 to 2,600	19.55	~~2,575.71~~	2,937.39	3,201.31	3,455.46	3,660.74	3,807.36
2,601 to 2,700	20.10	~~2,648.18~~	3,020.03	3,291.38	3,552.68	3,763.73	3,914.48
2,701 to 2,800	20.65	~~2,720.64~~	3,102.66	3,381.44	3,649.89	3,866.71	4,021.59
2,801 to 2,900	21.20	~~2,793.10~~	3,185.30	3,471.50	3,747.10	3,969.70	4,128.70
2,901 to 3,000	21.75	~~2,865.56~~	3,267.94	3,561.56	3,844.31	4,072.69	4,235.81
3,001 to 4,000	26.00	~~3,425.50~~	3,906.50	4,257.50	4,595.50	4,868.50	5,063.50
4,001 to 5,000	29.50	~~3,886.63~~	4,432.38	4,830.63	5,214.13	5,523.88	5,745.13
5,001 to 6,000	33.00	~~4,347.75~~	4,958.25	5,403.75	5,832.75	6,179.25	6,426.75
6,001 to 7,000	36.40	~~4,795.70~~	5,469.10	5,960.50	6,433.70	6,815.90	7,088.90

7,001 to 8,000	39.60	~~5,217.30~~	5,949.90	6,484.50	6,999.30	7,415.10	7,712.10
8,001 to 9,000	42.75	~~5,632.31~~	6,423.19	7,000.31	7,556.06	8,004.94	8,325.56
9,001 to 10,000	46.00	~~6,060.50~~	6,911.50	7,532.50	8,130.50	8,613.50	8,958.50
10,001 to 11,000	48.85	~~6,435.99~~	7,339.71	7,999.19	8,634.24	9,147.16	9,513.54
11,001 to 12,000	51.60	~~6,798.30~~	7,752.90	8,449.50	9,120.30	9,662.10	10,049.10
12,001 to 13,000	54.60	~~7,193.55~~	8,203.65	8,940.75	9,650.55	10,223.85	10,633.35
13,001 to 14,000	57.40	~~7,562.45~~	8,624.35	9,399.25	10,145.45	10,748.15	11,178.65
14,001 to 15,000	60.00	~~7,905.00~~	9,015.00	9,825.00	10,605.00	11,235.00	11,685.00

NOTES:

(1)

Baseline water use for 20 fixture units is 25 TG/Qtr.

(2)

Base charge is not included in rates.

The Service Charge rates will change on July 1st of each new fiscal year for accounts with meter readings beginning ~~that date~~ October 1st of each year. For unmetered accounts, the change shall be effective with the billings beginning ~~July~~ October 1st of each ~~new fiscal~~ year. (39-93-67.1; 19-94-67.1; 36-95-67.1; 18-96-67.1; 13-97-67.1; 6-98-67.1; 15-99-67.1; 16-00-67.1; 12-01-67.1; 21-02-67.1; 19-03-67.1; 15-04-67.1; 19-05-67.1; 09-06-67.1; 13-07-67.1; 29-08-67.1; 28-09-67.1; 11-10-67.1; 03-11-67.1.)

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Board Agenda Item
April 10, 2012

3:30 PM

Public Hearing on the FY 2013 Effective Tax Rate Increase

ISSUE:
Because the assessed value of existing property has increased by one percent or more, Virginia Code Section 58.1-3321 requires the Board to hold a public hearing on the real estate tax rate.

RECOMMENDATION:
The County Executive recommends that the Board increase the real estate tax rate to $1.08 per $100 of assessed value. The County Executive's proposed budget is balanced based on a real estate tax rate of $1.07, which would maintain the current real estate tax rate for FY 2012. However, increasing the real estate tax rate to $1.08 per $100 of assessed value would give the Board of Supervisors an additional revenue option to consider and provide flexibility during their deliberations on the FY 2013 budget. Action on the tax rate is recommended to take place on May 1, 2012, as part of the annual adoption of the tax rate resolution, after the public hearings on the FY 2013 Advertised Budget Plan on April 10, 11 and 12, 2012, and the Board markup on April 24, 2012.

TIMING:
On March 6, 2012, the Board authorized advertisement of a public hearing to be held on April 10, 2012, at 3:30 PM.

BACKGROUND:
The FY 2013 Advertised Budget Plan is based on a real estate tax rate of $1.07 per $100 of assessed value. However, in order to provide flexibility during budget deliberations, the Board of Supervisors has authorized advertisement of a tax rate of $1.08 per $100 of assessed value. Advertising an increase in the rate does not prevent the Board from lowering any advertised tax rate, but a higher tax rate cannot be imposed without advertising the higher rate. Based on the total assessed value of existing property, the effective tax rate has increased by more than one percent. Under such circumstances, Virginia Code Section 58.1-3321 requires that the Board advertise a public hearing and take action to adopt the proposed FY 2013 rate rather than the rate computed by the statutory formula. It should be noted that the total increase in assessed value of existing properties is expected to be 2.53 percent, including an increase of 0.71 percent for residential real property and an increase of 8.21 percent for non-residential real property. As a result, most property owners will experience an increase in their real estate tax bill.

The following language, based on Virginia Code, describes the effective tax increase due to appreciation and a constant tax rate.

1. Assessment Increase: Total assessed value of real property, excluding additional assessments due to new construction or improvements to property, exceeds last year's total assessed value of real property by 2.53 percent.

2. Lowered Rate Necessary to Offset Increased Assessment: The tax rate which would levy the same amount of real estate tax as last year, when multiplied by the new total assessed value of real estate with the exclusions mentioned above, would be $1.0436 per $100 of assessed value. This rate will be known as the "lowered tax rate."

3. Effective Rate Increase: Fairfax County, Virginia, proposes to adopt a tax rate of $1.08 per $100 of assessed value. The difference between the lowered tax rate and the proposed rate would be $0.0364 per $100, or 3.49 percent. This difference will be known as the "effective tax rate increase."

   Individual property taxes may, however, increase at a percentage greater than or less than the above percentage.

4. Proposed Total Budget Increase: Based on the proposed real property tax rate and changes in other revenues, the total budget of Fairfax County, Virginia, will exceed last year's by 3.95 percent. The total budget increase is based on all revenues received by the General Fund of Fairfax County. Projected FY 2013 disbursements as shown in the FY 2013 Advertised Budget Plan reflect an increase of 1.71 percent from the FY 2012 level.

FISCAL IMPACT:
The advertised FY 2013 real estate tax rate of $1.08 per $100 of assessed value results in an additional $19.95 million above the revenue projections outlined in the FY 2013 Advertised Budget Plan. If the tax rate is lowered to a rate of $1.0436 per $100 of assessed value as described by Virginia Code Section 58.1-3321, then the revenue projection set forth in the FY 2013 Advertised Budget Plan would decrease by $52.67 million.

ENCLOSED DOCUMENTS:
None

Staff:
Anthony H. Griffin, County Executive
Susan W. Datta, Chief Financial Officer
Kevin C. Greenlief, Director, Department of Tax Administration
Michael Long, Deputy County Attorney

Board Agenda Item
April 10, 2012

3:30 p.m.

Public Hearing on Proposed Plan Amendment ST10-IV-MV1, Located West of the Intersection of Richmond Highway and North Kings Highway, Between School Street and the Kings Garden Apartments (Lee and Mount Vernon Districts)

ISSUE:
Plan Amendment (PA) ST10-IV-MV1 proposes to amend the Comprehensive Plan guidance for a 17.23-acre subject area, located along North and South Kings Highway in the Penn Daw Community Business Center (CBC) and MV1 Huntington Community Planning Sector, Mount Vernon Planning District. The subject area is currently planned for retail, office, institutional, and residential uses. The amendment will consider adding options for residential mixed-use with ground floor retail uses up to 2.0 FAR.

This amendment, as approved by the Planning Commission, would add options for residential mixed-use redevelopment to Land Unit H, which would be split into two Sub-units, H-1 and H-2. The options would support redevelopment of Land Unit H with up to 735 residential units and a minimum of 40,000 square feet of retail use. Intensities of up to 1.4 FAR for Sub-unit H-1 and up to 1.15 FAR for Sub-unit H-2 are recommended. Tax Map parcel 83-3((11))6 would be added to Sub-unit H-1 within the Penn Daw CBC. Pedestrian-orientation is emphasized with guidance related to streetscape and urban design, and building heights, buffering, and tapering to address impacts on adjacent neighborhoods. Conditions related to the provision and timing of transportation improvements are included. Additionally, a recommendation encouraging the coordination of site design with Land Unit H would be added to Sub-unit F-2.

PLANNING COMMISSION RECOMMENDATION:
On Wednesday, March 21, 2012, the Planning Commission voted unanimously (Commissioner Alcorn not present for the vote; Commissioner Hall absent from the meeting) to recommend that the Board of Supervisors adopt the Planning Commission's recommended text for Plan Amendment ST10-IV-MV1, as shown in the handout dated March 21, 2012 (Attachment 2).

RECOMMENDATION:
The County Executive recommends that the Board adopt the Planning Commission recommendation.

TIMING:
Planning Commission public hearing – March 21, 2012
Board of Supervisors' public hearing – April 10, 2012

Board Agenda Item
April 10, 2012

BACKGROUND:
On May 11, 2010, the Board of Supervisors (BOS) authorized Plan Amendment ST10-IV-MV1 for a portion Land Unit H in the Penn Daw Community Business Center (CBC) (Tax Map parcels 83-3 ((1)) 6 and 7). The special study originated from deferred South County Area Plans Review (APR) nomination 09-IV-22MV, which proposed to replan an 11-acre portion of the study area for residential, retail, and/or office uses at an intensity up to 1.5 floor-area ratio (FAR). On November 16, 2010 the BOS expanded the study area to 17.23 acres to include Tax Map parcels 83-3 ((1)) 22A, 22B1; 83-3 ((4)) A, 34, and 35; 83-3 ((11)) 2, 3, 4, 5, and 6, to allow for a more holistic review of the area. This authorization increased the maximum intensity to be considered to 2.0 FAR.

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1: Planning Commission verbatim and recommended Comprehensive Plan text
Attachment 2: Staff Report previously furnished and available online at:
http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/st10-iv-mv1.pdf

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Marianne R. Gardner, Director, Planning Division (PD), DPZ
Kimberly M. Rybold, Planner III, Policy and Plan Development Branch, PD, DPZ

Planning Commission Meeting
March 21, 2012
Verbatim Excerpt

ST10-IV-MV1 – COMPREHENSIVE PLAN AMENDMENT (PENN DAW SPECIAL STUDY)

After the Close of the Public Hearing

Chairman Murphy: The public hearing is closed; recognize Mr. Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. I had a quite lengthy motion, but I'm going to try to cut it down. We've had quite a long time with this tonight. Throughout this 16-month long process as a community, we've had one goal in mind: how to make Penn Daw CBC better and how to address the future growth in the area. With the closing of the Penn Daw anchor store due in no small part to the by-right big box store at King's Crossing, we have a unique chance to make this happen. Everyone in Lee wants to have this site prosper while respecting the surrounding stable neighborhoods. Where we have differed is how to go about achieving it. Some in the community would like the status quo, which would keep an older, less attractive shopping center that is no longer truly viable, while others in the community seek a chance to redevelop the land as a mixed-use development, an opportunity missed across the highway. This planning process is nearing the end but there are still many opportunities for the general public to influence what is to be built there. If this Plan language is adopted there still needs to be rezonings, at which time the process starts anew at the community level. As for the density, the Plan language states up to 735 units. This is not a guaranteed number; in fact, it may be less than 735. As staff mentioned, the Amendment would add options for residential mixed-use redevelopment to Land Unit H, which would be split into two sub-units, H-1 and H-2. The options would support redevelopment of Land Unit H with up to 735 residential units and a minimum of 40,000 square feet of retail use. Intensities of up 1.4 FAR for Sub-unit H-1 and up to 1.15 FAR for Sub-unit H-2 are recommended. Tax Map Parcel 83-3 ((11)) 6 would be added to Sub-unit H-1 within the Penn Daw CBC. Pedestrian orientation is emphasized with guidance related to streetscape and urban design and building heights, buffering, and tapering to address impacts on adjacent neighborhoods. Conditions related to the provision and timing of transportation improvements are included. Additionally, a recommendation encouraging the coordination of site design with Land Unit H would be added to Sub-unit F-2. My modifications, as shown in the handout dated March 21st, 2012, include the staff recommendation to further detail - includes further detail about the transportation and connectivity improvements, additional language regarding stormwater management, restoration of language regarding a transit center in Sub-unit F-2, and removal of a tax - a reference to Tax Map Parcel 83-3 ((11)) 6 in the Huntington Community Planning Sector guidance that conflicts with the proposed plan for this parcel. In addition, a misplaced bullet related to realignment of the entrance to Penn Daw Plaza will be removed from Sub-unit H-1. In addition, I would like to incorporate on page 3 of my handout, Commissioner Lawrence's high-quality design language.

- ON THE THIRD BULLET POINT FROM THE BOTTOM ON PAGE 3, INSERT "HIGH QUALITY SITE DESIGN AND HIGH QUALITY ARCHITECTURE SHOULD BE PROVIDED," AND

- ALSO ON PAGE 5 OF MY HANDOUT FOR THIS EVENING, TO ADDRESS CUT-THROUGH TRAFFIC ON SCHOOL STREET, I WOULD LIKE TO CHANGE THE FIFTH BULLET POINT TO READ, "TRAFFIC AND SAFETY CONCERNS ON SCHOOL STREET ARE ADDRESSED WITH TRAFFIC CALMING AND/OR ANTI-CUT-THROUGH MEASURES WHERE WARRANTED."

On Monday night, after a lengthy discussion, the Lee District Land Use Committee voted 18 to 5 to 1, in favor of the Plan Amendment as articulated by staff tonight. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATION FOR PLAN AMENDMENT ST10-IV-MV1, WITH THE MODIFICATIONS SHOWN IN MY HANDOUT DATED MARCH 21ST, 2012.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion?

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Flanagan. I mean, Mr. Lawrence, and then - go ahead, Mr. Lawrence.

Commissioner Lawrence: We look a lot alike.

Chairman Murphy: Well, I know, but he had his hand up too and I just - yes.

Commissioner Lawrence: Thank you, Mr. Chairman. I see it as just a point of clarification, I think. I don't think it rises to the level of an amendment. On page 6 of your handout is the parallel set of bullets for the other sub-unit, Sub-unit H-2. And THE SECOND BULLET, IF YOU'RE GOING TO BE CONSISTENT, SHOULD ALSO SAY, "HIGH QUALITY SITE DESIGN AND ARCHITECTURE," AS YOU HAVE DONE WITH THE FIRST BULLET.

Commissioner Migliaccio: Yes.

Commissioner Lawrence: Is that your intention with the motion?

Commissioner Migliaccio: Yes, that - THAT IS MY INTENTION.

Commissioner Lawrence: Thank you, Mr. Chairman. Thank you, maker of the motion.

Chairman Murphy: Further discussion?

Commissioner Sargeant: Mr. Chairman? I also just wanted to clarify for the record, on page 2 - and we had this discussion earlier - under Sub-unit F-2, the addition that we are reinserting - the language that's starting with, "If a transit center or enhanced transit stop cannot be accommodated

in Land Unit E or additional analysis determines that Land unit F-2 is a more appropriate and logical location, a transit center or enhanced transit stop should be accommodated in this land unit to support mixed-use redevelopment in the surrounding area."

Commissioner Migliaccio: YES, THAT IS CORRECT.

Commissioner Sargeant: Okay, thank you.

Chairman Murphy: Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendment ST10-IV-MV1, as amended this evening by Mr. Migliaccio, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried unanimously with Commissioner Alcorn not present for the vote; Commissioner Hall absent from the meeting.)

JN

PLANNING COMMISSION RECOMMENDATION
Plan Amendment ST10-IV-MV1
March 21, 2012

Planning Commission recommended modifications to the Comprehensive Plan are shown as underlined for text to be added and as ~~strikethrough~~ as text to be deleted.

MODIFY: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, Richmond Highway Corridor, North Gateway and Penn Daw Community Business Centers, page 36:

"Penn Daw Community Business Center

...

Planned road ~~highway~~ improvements will impact some uses at the intersection of Richmond Highway and Kings Highway creating an opportunity for a special landscaped area or other identifying landmark at this intersection. The Penn Daw Shopping Center is planned be redeveloped with residential mixed-use including community-serving retail uses, ~~remain as a community-serving retail center~~ while the east side of Richmond Highway is planned to be redeveloped into a larger single use or as a mixed-use project comprised of residential, retail and office uses. Additional office uses are planned for the western side of Richmond Highway adjacent to the Fairhaven community."

MODIFY: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, Richmond Highway Corridor, North Gateway and Penn Daw Community Business Centers, pages 39-40:

"Sub-unit F-2

Parcels within this sub-unit include 83-3((1))22A and parcel 22B1 and are planned for retail use up to .35 FAR. Efforts should be made to coordinate site design with any redevelopment plans on Sub-units H-1 and H-2 to maximize visibility and aesthetic relationships. A gateway feature should be provided on the sub-unit to serve as a focal point for the Penn Daw Community Business Center. If a transit center or enhanced transit stop cannot be accommodated in Land Unit E or additional analysis determines that Land Unit F2 is a more appropriate and logical location, a transit center or enhanced transit stop should be accommodated in this land unit to support mixed-use redevelopment in the surrounding area. Safe and convenient vehicular, bicycle, and pedestrian access and connections between Land Unit E and Sub-Units F-2, H-1 and H-2 should be provided to ensure safe operation. Should future study determine that rail is appropriate for the Richmond Highway corridor and that this location warrants a station, a future rail station should be accommodated.

...

Land Unit H

The land unit is envisioned to be a visually and functionally cohesive pedestrian-oriented environment. Necessary improvements and amenities such as road and sidewalk enhancements, useable open space, plazas, and bus shelters are expected to be phased with development in support of this goal. These improvements should off-set impacts of redevelopment and ensure adequate functioning of critical intersections through a combination of roadway capacity improvements, intersection traffic mitigation, circulation and access improvements, transit, pedestrian and bicycle connectivity enhancements and effective Transportation Demand Management options. Development should be phased in such a way that effective transportation measures are in place concurrent with development.

The development concept for Land Unit H reflects up to a maximum of 735 dwelling units and a minimum of 40,000 square feet of retail use provided that an appropriate pattern and character of development is achieved. New retail use should be located on the ground floor of buildings and not in freestanding buildings. Service uses such as professional offices may be included in this category. Specific recommendations are provided in the sections that follow.

The land unit is divided into Sub-units H-1 and H-2. Within Sub-unit H-1, residential use is recommended to be in the form of multi-family units with neighborhood serving retail use (new and/or existing). In Sub-unit H-2, a mixture of multi-family units and townhouses is recommended to provide variety in dwelling types.

~~Land Unit H contains the Penn Daw Shopping Center and adjacent commercial uses between School and Poag Streets along North Kings Highway. The Penn Daw Shopping Center site is planned for retail use up to .35 FAR. Free standing uses should be discouraged to preserve an opportunity for connections to the proposed "gateway park". Additional parking lot landscaping and the introduction of a landscaped berm between the front parking lot and North Kings Highway is encouraged.~~

~~The existing commercial uses between School and Poag Streets along the west side of North Kings Highway are planned for low-rise office or compatible institutional uses up to .25 FAR to serve as a transition between the residential and commercial areas located north and south of the subject property, respectively. As an option, if parcels are completely consolidated and an integrated, well-designed development is proposed, an FAR up to .35 may be appropriate.~~

Sub-unit H-1

The existing commercial uses between School and Poag Streets along the west side of North Kings Highway are planned for retail, low-rise office and/or compatible institutional uses up to .25 FAR.

As an option, redevelopment with a mix of predominately residential use and ground-floor retail at an overall intensity up to 1.40 FAR may be appropriate. The following conditions should be met:

- Full consolidation of Sub-unit H-1 is desired. At a minimum, however, consolidation should be achieved for Tax Map parcels 83-3((4))A, 83-3((11))2-6. If full consolidation cannot be achieved, the existing 9,500-square-foot retail building on School Street may be retained as all or a portion of the retail use recommended for this sub-unit provided that functional and aesthetic coordination of design is demonstrated, such as the relocation of parking on Tax Map parcel 83-3((4))35 away from the North Kings Highway and School Street frontages to allow for improvements to School Street; outdoor amenities, such as plazas or seating areas are provided; coordinated façade treatments and signage are provided; and improved streetscape to include continuous sidewalks, lighting, and landscaping is provided. Sidewalk improvements should include the construction of missing sidewalk connections on School Street in a configuration and manner to safely accommodate pedestrians and pedestrian crossing.

- High-quality site design and architecture should be provided. Design should be coordinated throughout Sub-units H-1 and H-2, especially if redevelopment is phased.

- Buildings should align with roadways along Poag Street and North Kings Highway, and should be built close to the street to create an urban street edge.

- Any new retail uses should be located on the ground floor of the residential buildings. The location of retail uses should maximize visibility along the frontage of North/South Kings Highway and School Street. Retail uses should offer community amenities, such as sidewalk cafés or restaurants, to the surrounding residential uses.

- Building height should be limited to a maximum of four stories. The tallest buildings should be concentrated along North/South Kings Highway, with building height tapering down toward single-family residential neighborhoods to the west. Townhouse-style residential units should be used to provide a transition to the neighborhoods to the west.

- Adequate buffering should be provided to minimize the visual impact of redevelopment on existing single-family neighborhoods. Buffer areas should be appropriately landscaped with year-round vegetation to aid in the transition to single-family neighborhoods. All or a majority of Tax Map parcel 83-3((11))6 should be utilized as a buffer to existing single-family homes. This buffer area should include publicly accessible open space.

- Well-designed, publicly accessible urban plazas and parks should be integrated to enhance recreational options and a sense of place for the development, consistent with the Urban Park Framework document, as modified by the Fairfax County

Park Authority. Redevelopment of this sub-unit should provide a pocket park or plaza. To the extent possible, these open spaces should be contiguous to on-site retail uses. Landscaping improvements to the triangular piece of land at the intersection of Shields Avenue and North Kings Highway, such as a gateway feature or public art, should be considered as a short-term improvement.

- Parking facilities should be designed to avoid adverse visual impacts to the streetscape and neighboring properties. Parking should be consolidated into structures that are integrated into the development using aesthetically appealing architectural detailing, screening, lighting, and landscaping. Limited convenience surface parking may be appropriate provided need is demonstrated and such spaces are appropriately integrated into the pedestrian environment.

- Development should dedicate adequate right-of-way for planned transportation improvements in the vicinity of Sub-units H-1 and H-2, as shown in Figures 13, 30, 37, and 44. A minor realignment of North/South Kings Highway, that minimizes impacts to the Kings Garden Apartments, to the west in the vicinity of the existing connection of Route 1 should be considered to enhance traffic flow on North/South Kings Highway and to create a pedestrian refuge for improved crossing of Richmond Highway and North/South Kings Highway. Dedication of right-of-way would be needed for this realignment to occur. If deemed appropriate, this realignment should take place concurrent with the severing of the Route 1 connection.

- The intersection of North Kings Highway with School Street should be improved concurrently with redevelopment to facilitate the realignment of North Kings Highway and Shields Avenue. If complete consolidation is not achieved in Sub-unit H-1, individual properties should work cooperatively during redevelopment to achieve this realignment.

- Design and/or construction of other planned transportation improvements, on-site and off-site, should be provided. A financial contribution may be provided towards facilitating implementation of off-site planned transportation improvements, as deemed appropriate.

- Efforts should be made to enhance the walkability and multi-modal connectivity of the land unit, through the addition of sidewalks, streetscaping, and bicycle facilities. Multi-modal connectivity between this land unit and the Huntington Metrorail Station should be enhanced to improve bicycle/pedestrian access through the incorporation of bus shelters and enhanced transit service.

- No new vehicular access should be provided to School Street.

- Traffic and safety concerns on School Street are addressed with traffic-calming and/or anti-cut-through measures, where warranted.

- Shaffer Drive and Poag Street should not be connected.

- Stormwater quantity and quality control measures that are substantially more extensive than minimum requirements should be provided, with the goal of reducing the total runoff volume. The emphasis should be on low impact development (LID) techniques and best management practices (BMPs) that evapotranspire water, filter water through vegetation and/or soil, and return water to the ground or reuse it and should include such features as rooftop landscaping on the proposed parking structures. Stormwater management measures that are sufficient to attain the stormwater design-quantity control credit and stormwater design-quality control credit of the most current version of the Leadership in Energy and Environmental Design for New Construction (LEED®-NC) or Leadership in Energy and Environmental Design for Core and Shell (LEED®-CS) rating system (or third party equivalent of these credits) should be provided. If this goal is demonstrated not to be achievable, all measures should be implemented to the extent possible in support of this goal.

Sub-unit H-2

Sub-unit H-2 is located south of Poag Street along North Kings Highway and contains the Penn Daw Shopping Center and other commercial uses. The sub-unit is planned for retail use up to .35 FAR. Free-standing uses should be discouraged to preserve an opportunity for connections to the proposed gateway park in Sub-unit F-2. Additional parking lot landscaping is encouraged.

As an option, redevelopment with a mix of predominately residential use and ground-floor retail at an overall intensity up to 1.15 FAR may be appropriate. There is a desire to accommodate as much retail in the sub-unit as possible. The following conditions should be met:

- Full consolidation should be achieved for Sub-unit H-2. If full consolidation cannot be achieved, functional and aesthetic coordination of design, to include unconsolidated area(s), should be demonstrated.

- High-quality site design and architecture should be provided. Design should be coordinated throughout Sub-units H-1 and H-2, especially if redevelopment is phased.

- Buildings should align with roadways along Poag Street and North Kings Highway, and should be built close to the street to create an urban street edge.

- Retail uses should be located on the ground floor of the residential buildings. The location of retail uses should maximize visibility along the frontage of North/South Kings Highway, with additional retail sited along Poag Street near North/South Kings Highway. Retail should offer community amenities, such as sidewalk cafés or restaurants, to the surrounding residential uses.

- Building height should be limited to a maximum of five stories. The tallest buildings should be concentrated along North/South Kings Highway, with

building height tapering down toward single-family residential neighborhoods to the west. Townhouses should be used to provide a transition to the neighborhoods to the west.

- Adequate buffering should be provided to minimize the visual impact of redevelopment on existing single-family neighborhoods. Buffer areas should be appropriately landscaped with year-round vegetation to aid in the transition to single-family neighborhoods. This buffer area should include publicly accessible open space.

- Well-designed, publicly accessible urban plazas and parks should be integrated to enhance the recreational options and a sense of place for the development, consistent with the Urban Park Framework document, as modified by the Fairfax County Park Authority. Redevelopment of the sub-unit should provide a central gathering space or plaza. To the extent possible, these open spaces should be contiguous to on-site retail uses.

- Parking facilities should be designed to avoid adverse visual impacts to the streetscape and neighboring properties. Parking should be consolidated into structures that are integrated into the development using aesthetically appealing architectural detailing, screening, lighting, and landscaping. Limited convenience surface parking may be appropriate provided need is demonstrated and such spaces are appropriately integrated into the pedestrian environment.

- Development should dedicate adequate right-of-way for planned transportation improvements in the vicinity of Sub-units H-1 and H-2, as shown in Figures 13, 30, 37, and 44. A minor realignment of North/South Kings Highway, that minimizes impacts to the Kings Garden Apartments, to the west in the vicinity of the existing connection of Route 1 should be considered to enhance traffic flow on North/South Kings Highway and to create a pedestrian refuge for improved crossing of Richmond Highway and North/South Kings Highway. Dedication of right-of-way would be needed for this realignment to occur. If deemed appropriate, this realignment should take place concurrent with the severing of the Route 1 connection.

- Design and/or construction of other planned transportation improvements, on-site and off-site, should be provided. A financial contribution may be provided towards facilitating implementation of off-site planned transportation improvements, as deemed appropriate.

- In the interim period prior to severing the connection between North/South Kings Highway and Richmond Highway, the entrance to Penn Daw Plaza south of Poag Street, which is currently offset, should be realigned with the existing connection to Route 1. This realignment, along with an internal network of well-connected streets, is intended to improve access to the site and provide adequate circulation to more evenly distribute trips with Poag Street.

- Efforts should be made to enhance the walkability and multi-modal connectivity of the land unit, through the addition of sidewalks, streetscaping, and bicycle facilities. Multi-modal connectivity between this land unit and the Huntington Metrorail Station should be enhanced to improve bicycle/pedestrian access through the incorporation of bus shelters and enhanced transit service.

- Shaffer Drive and Poag Street should not be connected.

- Stormwater quantity and quality control measures that are substantially more extensive than minimum requirements should be provided, with the goal of reducing the total runoff volume. The emphasis should be on low impact development (LID) techniques and best management practices (BMPs) that evapotranspire water, filter water through vegetation and/or soil, and return water to the ground or reuse it and should include such features as rooftop landscaping on the proposed parking structures. Stormwater management measures that are sufficient to attain the stormwater design-quantity control credit and stormwater design-quality control credit of the most current version of the Leadership in Energy and Environmental Design for New Construction (LEED®-NC) or Leadership in Energy and Environmental Design for Core and Shell (LEED®-CS) rating system (or third party equivalent of these credits) should be provided. If this goal is demonstrated not to be achievable, all measures should be implemented to the extent possible in support of this goal."

MODIFY: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, Richmond Highway Corridor, North Gateway and Penn Daw Community Business Centers, page 36:

"**Land Unit N (Penn Daw Area)**

Land Unit N, located north and west of the Penn Daw Shopping Center, includes Mount Eagle School which is planned for public facilities use and Penn Daw Village which is a subdivision of single-family homes planned for residential use at 3-4 dwelling units per acre.

The balance of Land Unit N, is an area of largely undeveloped land at or adjacent to the terminus of Poag Street and includes Parcels 83-3((11))~~6,~~ 7, 8, 9, 10; 83-3((1))5; 83-3((4))B; 82-4((1))24. With substantial consolidation, these parcels are planned for residential use at 3-4 dwelling units per acre. Development should be designed and specially engineered to address sensitive environmental areas, including steep slopes, marine clays and drainage problems. Poag Street should be improved to include resurfacing and drainage management. Poag Street should serve as the principal access to these parcels with no connection of Poag Street to Sehaffer Drive."

PLAN MAP: The Comprehensive Plan Map would change for Tax Map parcel 83-3((11))6 from residential use at 3-4 du/ac to alternative uses.

REPLACE FIGURE: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, Richmond Highway Corridor, North Gateway and Penn Daw Community Business Centers, Figure 8, "Boundaries for North Gateway and Penn Daw Community Business Centers (CBCs) and Adjacent Route 1 Suburban Neighborhoods," page 32, to show that Land Unit H would be split into two sub-units, H-1 and H-2. The Penn Daw CBC would expand to include Tax Map parcel 83-3((11))6 within Sub-unit H-1.

REPLACE FIGURE: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, Richmond Highway Corridor, Figure 13, "Transportation Recommendations North Gateway and Penn Daw CBCs and Adjacent Route 1 Suburban Neighborhoods," page 74, to incorporate detailed notes about transportation improvements near the study area.

REPLACE FIGURE: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, MV1 – Huntington Community Planning Sector, Recommendations, Transportation, Figure 30, "Access Recommendations MV1 Huntington Community Planning Sector," page 115, to incorporate detailed notes about transportation improvements near the study area.

REPLACE FIGURE: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, MV2 – Hybla Valley Community Planning Sector, Recommendations, Transportation, Figure 37, "Access Recommendations MV2 Hybla Valley Community Planning Sector," page 129, to incorporate detailed notes about transportation improvements near the study area.

REPLACE FIGURE: Fairfax County Comprehensive Plan, 2011 Edition, Area IV, Mount Vernon Planning District, as amended through 6-21-2011, MV3 – Belle Haven Community Planning Sector, Recommendations, Transportation, Figure 44, "Access Recommendations MV3 Belle Haven Community Planning Sector," page 138, to incorporate detailed notes about transportation improvements near the study area.

Board Agenda Item
April 10, 2012

6:00 PM

Public Hearing on the County Executive's Proposed FY 2013 Advertised Budget Plan, the Advertised Capital Improvement Program for Fiscal Years 2013-2017 (CIP) (With Future Fiscal Years to 2022) and the Current Appropriation in the FY 2012 Revised Budget Plan

Board Members are requested to bring to the meeting the following documents previously forwarded to them:

1. *FY 2012 Third Quarter Review*
2. FY 2013 Advertised Budget Plan, Volumes 1 & 2 and the Budget Overview
3. Advertised Capital Improvement Program for Fiscal Years 2013-2017 (With Future Fiscal Years to 2022)

Planning Commission Recommendation on the Capital Improvement Program for Fiscal Years 2013-2017 (CIP):
On Wednesday, March 21, 2012, the Commission voted unanimously (Commissioner Hall absent from the meeting) to recommend to the Board of Supervisors:

- Approval of the Advertised Fairfax County Capital Improvement Program for Fiscal Years 2013-2017, with Future Years to 2022, and,

- An increase to the proposed $38 million bond referendum for the County Park Authority to be designated for land acquisition. This increase should be subject to adherence to the County's Principals of Sound Financial Management and debt capacity ratios.

ENCLOSED DOCUMENTS:
Attachment I – Planning Commission Verbatim Excerpt

STAFF:
Anthony H. Griffin, County Executive
Susan W. Datta, Chief Financial Officer

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Attachment 1

Planning Commission Meeting
March 21, 2012
Verbatim Excerpt

FY 2013-2017 FAIRFAX COUNTY ADVERTISED CAPITAL IMPROVEMENT PROGRAM (CIP) (W/ FUTURE FISCAL YEARS TO 2022)

Decision Only During Commission Matters
(Public Hearing held on March 8, 2012)

Commissioner Sargeant: Thank you, Mr. Chairman. We have a decision only tonight regarding the County's Advertised Capital Improvement Program. Sir, this year's CIP outlines the County's five-year road map covering Fiscal Years 2013 through 2017, with future Fiscal Years to 2022. The CIP serves as a planning instrument identifying needed capital projects and to coordinate the financing and timing of improvements in a way that maximizes the return to the public. This year's review of the CIP is tempered by the ongoing financial environment facing both the local and national economies. With this in mind, the Planning Commission kicked off the review of the CIP by hosting a workshop on Thursday, March 1st. This workshop afforded the Commission the opportunity to hear first-hand from County agencies about their specific CIP-related needs and issues. We heard from nine agencies about projects that are either under construction or planned for the future. The presenting agencies included the Schools, Parks, Fire and Rescue, Police, the Community Services Board, Libraries, Transportation, Waste Water, and Stormwater. The second step in the review of the CIP process was conducted on March 8th, when the Planning Commission held its CIP public hearing to solicit feedback from residents of the County. We had one speaker who testified. His testimony focused on the funding needs of the Park Authority. On March 14th, the Planning Commission undertook the third step in our process by hosting a committee meeting of the CIP to permit Planning Commissioners to ask questions and clarify the status of projects within this year's program. As always, we've had tremendous support from staff during our consideration of the Capital Improvement Program. In particular, I'd like to thank Martha Reed, our CIP Coordinator, and Joe LaHait, the Debt Coordinator, with the County's Department of Management and Budget. In addition, I'd like to thank Teresa Lepe, with the Department of Public Works Building and Design Division. I know my fellow Planning Commissioners also appreciate the time and effort of the representatives of the nine County agencies who made presentations and answered Commissioners' questions during the March 1st workshop. All three public sessions were very helpful and, as you'll hear in just a moment, the discussions contributed to a Planning Commission recommendation regarding the Park Authority. With this background in mind, I'd like to make the following two motions regarding the CIP. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE THE ADVERTISED FAIRFAX COUNTY CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2013 THROUGH 2017, WITH FUTURE FISCAL YEARS TO 2022.

Commissioner Alcorn: Second.

Chairman Murphy: Seconded by Mr. Alcorn. Is there a discussion of the motion? All those in favor of the motion to endorse the recommendations in the CIP and forward those recommendations to the Board for budget consideration, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Thank you, Mr. Chairman. I further MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS AN INCREASE TO THE PROPOSED $38 MILLION BOND REFERENDUM FOR THE COUNTY PARK AUTHORITY TO BE DESIGNATED FOR LAND ACQUISITION. THIS INCREASE SHOULD BE SUBJECT TO ADHERENCE TO THE COUNTY'S PRINCIPLES OF SOUND FINANCIAL MANAGEMENT AND DEBT CAPACITY RATIOS.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion of the motion? I have - I have discussion of this motion. When this motion surfaced in committee - and I do want to say parenthetically that as a member of the Committee I was not here for the public hearing, but I did watch it, so I intended to vote, which I did. I abstained on this motion on the increase for funding for the Park Authority. I'm going to support the motion tonight, but I have to say a few things that I hope get forwarded to the Park Authority Board. The Park Authority Board has - - was at one time - members of the Telecommunications Task Force, which is a Countywide task force, to develop a Comprehensive Plan Amendment and a Zoning Ordinance to deal with the placement of telecommunications facilities in Fairfax County. And that was back in the late 80's, early 90's. And since then things have grown immeasurably and the demand for adequate telecommunications facilities in the County has grown, immeasurably. However, the Park Authority and the Park Authority Board continuously vote on recommendations to put monopoles on Park Authority land or to put crowns, telecommunication devices on VEPCO Power transmission poles that happen to be on Park Authority easements or easements owned by the Park Authority - - to come out with a policy that states that the Park Authority land is the land of last resort, when in our Comprehensive Plan it says that government property should be considered first and should be the logical placement for these monopoles. I am not saying - and I want it perfectly clear - that every application that comes in for a monopole on Park land or a monopole on a VEPCO Power line which is an easement that's owned by the Park Authority should be approved. What I'm saying is the Park Authority should join us in the 21st century and read the EDA report that says Fairfax County wants to attract business. And one of the things that attracts business to this County is to have a comprehensive network of telecommunications. The Park Authority Board's ruling on this policy as the last resort is in contradiction to the Policy

Plan of this County. And I would hope that that Board finally steps up to the plate, addresses this in a realistic way, and realizes that they should be in sync with the County's Comprehensive Plan and the Policy Plan. Is there further discussion of the motion? All those in favor of the motion as articulated by Mr. Sargeant, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motions carried unanimously with Commissioner Hall absent from the meeting.)

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