FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 10, 2012

AGENDA

8:30	**Held**	Direct Support Professionals Reception, Conference Center Reception Area
9:30	**Done**	Presentations
10:30	**Done**	Presentation of the Equestrian Task Force Report
10:45	**Done**	Presentation of the Small Business Commission Annual Report
11:00	**Done**	Storm (Derecho) Report Presented by the County Executive
11:00	**Done**	Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1	**Approved**	Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Office of Justice Programs, Bureau of Justice Assistance National Initiative Law Enforcement and Missing Persons with Alzheimer's Disease Grant
2	**Approved**	Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 1 of the Fairfax County Code to Provide for a Uniform Bad Check Fee, and to Establish Late Payment Penalties and Interest for Non-Tax Delinquencies
3	**Approved**	Streets into the Secondary System (Dranesville, Lee, Mount Vernon, Providence, Springfield and Sully Districts)
4	**Extension Not Approved for 2232-V11-25**	Extension of Review Periods for 2232 Review Applications (Lee, Springfield and Mount Vernon Districts)
5	**Approved**	Authorization to Advertise a Public Hearing to Consider Amending Fairfax County Code Section 82-5-40 (Regulation of Parking Adjacent to Bus Stop)
6	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Falls Hill Residential Permit Parking District, District 44 (Providence District)
7	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 10, 2012

ADMINISTRATIVE ITEMS (Continued)

8	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Polo Fields Residential Permit Parking District, District 43 (Hunter Mill District)
9	**Approved**	Approval of Installation of “$200 Additional Fine For Speeding” Signs and “Watch For Children” Signs as Part of the Residential Traffic Administration Program (Providence and Hunter Mill Districts)
10	**Approved**	Authorization to Advertise a Public Hearing on Proposed Amendments to the Huntington Conservation Plan (Mount Vernon District)

ACTION ITEMS

1	**Approved**	Adoption of a Resolution Approving the Issuance by the Industrial Development Authority of its Health Care Revenue Bonds (Inova Health System Project)
2	**Approved**	Approval of a Standard Project Administration Agreement with the Virginia Department of Transportation for the Development and Administration of the Georgetown Pike Trail (Dranesville District)
3	**Approved**	Adoption of a Resolution Approving the Issuance by the Fairfax County Economic Development Authority of its Revenue Bonds for the Benefit of the Potomac School (Dranesville District)
4	**Approved**	Authorization for the County Executive to Sign the Memorandum of Agreement Relative to the Widening of U.S. Route 1 (Richmond Highway) from Telegraph Road to Mount Vernon Memorial Highway (Mount Vernon District)
5	**Approved**	Changes to the Fairfax County Purchasing Resolution
6	**Approved**	Approval of the Board's Third Four-Year Transportation Program (FY2013-FY2016)
7	**Approved**	Adoption of a Resolution that Confirms the Declaration of Local Emergency for June 29 and 30, 2012, Violent Storms, Approves and Consents to those Actions Taken by the Director of Emergency Management and County Staff During that Emergency, and Confirms the Termination of that Declared Local Emergency

FAIRFAX COUNTY
BOARD OF SUPERVISORS
July 10, 2012

	INFORMATION ITEMS	
1	**Noted**	Contract Award – Consultant Services, Transportation and Urban Planning, Design, and Engineering
11:10	**Done**	Matters Presented by Board Members
12:00	**Done**	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on RZ 2011-LE-016 (Insight Property Group, LLC) to Rezone from R-4, C-5, CRD and HC to PRM, CRD and HC to Permit Mixed Use Development, Approval of the Conceptual Development Plan, and a Waiver #5490-WPFM-002-1 to Permit the Location of Underground Storm Water Management Facilities (Lee District)
3:30	**Approved**	Public Hearing on SE 2011-BR-016 (Cardinal Forest (E&A), LLC) to Permit a Drive-In Financial Institution (Braddock District)
3:30	**Approved**	Public Hearing on PRC-A-787-02 (Cardinal Forest (E&A), LLC) to Approve the PRC Plan Associated with RZ-A-787 to Permit Commercial Development(Braddock District)
3:30	**Approved**	Public Hearing on PRC–C-546-02 (Fairfax County Public Schools) to Approve the PRC Plan Associated with RZ-C-546 to Permit Expansion of Terra Centre Public Elementary School (Braddock District)
3:30	**Indefinitely Deferred**	Public Hearing on PRC-C-377 (Fairfax County Public Schools) to Approve the PRC Plan Associated with RZ-C-377 to Permit an Addition to an Existing Public Elementary School and Associated Improvements (Hunter Mill District)
4:00	**Approved**	Public Hearing to Consider an Ordinance Amending County Code Relating to Election Precincts and to Consider Temporarily Relocating Two Absentee Voting Satellites
4:00	**Approved**	Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Saigon Subdivision Sanitary Sewer E & I (Dranesville District)
4:00	**Approved**	Public Hearing to Convey Board-Owned Property to the Fairfax County Park Authority (Dranesville District)

THIS PAGE INTENTIONALLY LEFT BLANK

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
July 10, 2012

9:30 a.m.

PRESENTATIONS

Presentation of the Colors by the Sheriff's Office Honor Guard

RECOGNITIONS

- CERTIFICATE – To recognize the Sheriff's Office Honor Guard for winning first prize for the third consecutive year at the competition sponsored by the Metropolitan Washington Council of Governments. Requested by Chairman Bulova and Supervisor McKay.

- ACKNOWLEDGMENT – To recognize child care professionals and their work in our community. Requested by Chairman Bulova.

- PROCLAMATION – To designate September 2012 as Direct Support Professionals Appreciation Month in Fairfax County. Requested by Chairman Bulova.

- CERTIFICATE – To recognize Langley High School Girls Tennis Team for its undefeated season and winning the 2012 state championship. Requested by Supervisor Foust.

- CERTIFICATE – To recognize principals retiring from Fairfax County Public Schools for their years of service. Requested by Supervisors Hudgins and McKay.

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

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

10:30 a.m.

Presentation of the Equestrian Task Force Report

ENCLOSED DOCUMENTS:
To be delivered under separate cover.

PRESENTED BY:
Breeana Bornhorst, Chairperson of the Equestrian Task Force

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

10:45 a.m.

Presentation of the Small Business Commission Annual Report

ENCLOSED DOCUMENTS:
To be delivered under separate cover.

PRESENTED BY:
Koorosh Cyrus Sobhani, Esq., Chairman

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

11:00 a.m.

Items Presented by the County Executive

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ADMINISTRATIVE - 1

Authorization for the Fairfax County Police Department to Apply for and Accept Grant Funding from the Office of Justice Programs, Bureau of Justice Assistance National Initiative Law Enforcement and Missing Persons with Alzheimer's Disease Grant

ISSUE:
Board of Supervisors authorization is requested for the Fairfax County Police Department (FCPD) to apply for and accept funding, if received, from the Office of Justice Programs (OJP), Bureau of Justice Assistance National Initiative Law Enforcement and Missing Persons with Alzheimer's Disease Grant. Funding in the amount of $300,000 will support client registration, prevention, outreach, training, and establishment of a citizen/volunteer search unit. The grant period for this award is October 1, 2012 through September 30, 2014. There are no positions associated with this grant and Local Cash Match is not required to accept this funding. 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 FCPD to apply for and accept funding, if received, from the OJP, Bureau of Justice Assistance National Initiative Law Enforcement and Missing Persons with Alzheimer's Disease Grant.

TIMING:
Board action is requested on July 10, 2012. The Police Department received notice of this grant opportunity on May 31, 2012. Due to the grant application deadline of June 18, 2012, the application was submitted pending Board approval. This Board item is being presented at the earliest subsequent Board meeting. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
The Office of Justice Programs (OJP) Bureau of Justice Assistance solicited applications for development and evaluation of best practices in implementing law enforcement and community partnerships designed to protect persons with Alzheimer's disease and related dementias, and to locate such persons reported as missing. Per grantor suggestions, FCPD will partner with another local entity with a significant

population of older persons to pilot and evaluate the program. FCPD will also partner with the Fairfax County Sheriff's Office, whose activities will also be supported under this grant application.

FISCAL IMPACT:
If awarded, grant funding in the amount of $300,000 will support client registration, prevention, outreach, training, and the establishment of a citizen/volunteer search unit as part of the development and evaluation of best practices in implementing law enforcement and community partnerships designed to protect persons with Alzheimer's disease and related dementias, and to locate such persons reported as missing. 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 the recovery of indirect costs.

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

ENCLOSED DOCUMENTS:
Attachment 1: Grant Abstract Proposal, Excerpt

STAFF:
Robert A. Stalzer, Deputy County Executive
Colonel David M. Rohrer, Chief of Police
Captain Richard Perez, Commander, Operations Support Bureau

Bureau of Justice Assistance -Law Enforcement and Missing Persons with Alzheimer's Disease Grant FY 2012
BJA-2012-3332

ABSTRACT PROPOSAL – Fairfax County Alzheimer's Disease Awareness Initiative (Fairfax County, Virginia)

Funding in the amount of $ 300,000 is being applied for under Project Area #1 by Fairfax County, Virginia for establishing programs for community outreach, education and prevention, expanding existing electronic locator and registry programs, establishing a new program to collect and maintain scent articles of known wanderers to assist in their location, educating law enforcement officers on the proper response to missing persons with Alzheimer's Disease and enhancing our jurisdiction's Search and Rescue and K-9 capabilities through training, equipment and partnerships with volunteer organizations. The funding will supplement the efforts of existing programs within the Fairfax County Police Department and Sheriff's Office dedicated to locating missing persons. The education and outreach component of the program will also involve partnerships with Fairfax County health and human services agencies and local non-profit groups to establish a consistent message of Alzheimer's disease awareness in the community.

The goal of this program is to develop a comprehensive, multi-pronged approach to Alzheimer's disease and dementia in Fairfax County. Education and community outreach will be utilized to raise awareness about Alzheimer's disease, the resources available to persons affected by Alzheimer's disease and dementia and their caregivers, and the steps that can prevent or mitigate instances of wandering. Presentations, printed materials, web based materials, media, social media and public awareness campaigns would be utilized to achieve this goal.

Another goal will be to enhance the training, equipment and resources available to Fairfax County's law enforcement officials who are tasked with locating missing persons with Alzheimer's disease and dementia. This would be achieved by providing training to patrol officers and first line supervisors about the critical nature of cases involving missing persons with Alzheimer's disease, effective steps first responders can take to investigate these incidents and the specialized resources available to assist in missing person searches. Funding would also be utilized to enhance the training and resources available to the Fairfax County Police Department's existing Search and Rescue Team and to expand the Fairfax County Sheriff's Office's Project Lifesaver Program by providing more tracking equipment, expanding its registry and establishing procedures to collect and store scent articles of known wanderers.

The final goal is to develop partnerships within the Fairfax County community and the National Capital Region to create a consistent message and an effective response to instances of missing persons with Alzheimer's disease and dementia. These partnerships would include various County government agencies, non-profit groups, community organizations, media, and other local law enforcement agencies. Each of these agencies currently plays a role in addressing the issues related to Alzheimer's disease, dementia and wandering. This program would increase the level of communication and coordination between these agencies to share best practices, pool resources, reduce duplication of efforts and ensure an appropriate, coordinated response to all cases of reported missing persons with Alzheimer's disease or dementia within Fairfax County.

Key deliverables for this project will include: community outreach activities, increased numbers in the registry, the electronic locator program, and the scent article collection program, training for law enforcement officers, public awareness materials, and data about the use of grant funded resources , partnerships and information in responding to actual missing persons cases.

PROJECT BUDGET NARRATIVE

The Fairfax County Police Department and Fairfax County Sheriff's Office request funding in the amount of $300,000 to develop and implement a comprehensive program to improve the County's overall response to missing people with Alzheimer's disease and dementia. It is anticipated that grant funding would be used for a variety of necessary expenses to achieve that task.

Printed Materials

Alzheimer's Disease and Dementia Awareness Campaign **$25,000**

Pamphlets, posters and informational materials would be printed and made available at County government buildings, libraries, assisted living facilities, community centers and other locations to raise awareness in the Community about Alzheimer's disease and dementia and the resources available to those affected by them.

Project Related Forms and Documents **$5,000**

Printed forms and documents will be needed for people to register for Project Lifesaver, the Alzheimer's Disease and Dementia Registry and the Scent Article Collection Program. Additionally, grant funds would be used to print forms required to facilitate effective search management for missing persons. These would include a missing person questionnaire and ICS forms specifically used for search management, such as probability calculating sheets, and task assignment forms.

Equipment

Project Lifesaver Equipment **$50,000**

The Sheriff's Office currently offers enrollment in the Project Lifesaver program for a suggested monthly donation of $25 to cover the expense of maintaining the equipment and replacing the batteries. If a client damages a bracelet and renders it inoperable, they are expected to reimburse the Sheriff's Office $275 for the equipment. While these are guidelines set out in the Project Lifesaver program, the reality is that many clients cannot afford these fees and the Fairfax County Sheriff's Office regularly absorbs the cost of maintaining the program. The program does not turn away clients in need because of their inability to pay the fees. Grants funds approximated at $50,000 would be used to buy new transmitter bracelets and receiver equipment, maintain the current equipment owned by the Sheriff's Office and purchase batteries, which are replaced every 30 days by the Sheriff's Office during visits with the caregiver and client. With each bracelet transmitter costing nearly $300 and requiring monthly battery replacements, it is a considerable cost to expand the capacity of the program.

Scent Article Collection Program **$30,000**

This is an innovative program we intend to implement as an expansion of the Project Lifesaver program and the Alzheimer's disease / dementia registry. Under this program, scent articles would be collected on a voluntary basis for people affected by Alzheimer's and dementia. These scent articles would be frozen and stored in a law enforcement facility to be used by K9 teams if the person is ever reported as a missing person. Initial equipment costs would be the purchase of several commercial freezers to store the articles and packaging and labeling materials to properly seal and identify each item. Obviously, costs in this area would correlate to the number of clients who choose to participate in this program. We are not aware of any other law enforcement agencies utilizing a similar program to store numerous scent articles from known wanderers.

K-9 Program Evaluation and Enhancement **$30,000**

The Fairfax County Police Department has a robust K9 program, including patrol dogs, EOD detection dogs, narcotics dogs and bloodhounds. We intend to work with the Special Operations Division commanders to evaluate the K9 program and determine its current effectiveness for Search and Rescue applications and if improvements can be made to expand our capacity to respond to a missing person emergency. Two probable outcomes of this analysis will be suggestions to expand the bloodhound program and/or implement the use of non-aggressive air scent dogs. The use of non-aggressive air scent dogs would greatly improve the police department's ability to respond to missing person search cases where no scent article is available. While some of our current patrol dogs have air scent capabilities, the utmost caution must be used when deploying them because of the likelihood they will bite the missing person upon locating them. Once this analysis is complete, grant funds would be used to purchase the dogs and some of the initial start-up costs for the dogs and handlers. These would include training expenses, kennels, veterinary bills, dog food etc.

Search and Rescue Team Equipment **$15,000**

While Fairfax County maintains a Search and Rescue Team of 40 police officers trained in conducting ground searches, the unit does not have any allocated budget and is restricted in the equipment it is able to purchase. Grant funds would be used to properly outfit the Search and Rescue Team with needed equipment, to include team uniforms, protective gear (gaiters, gloves, glasses, etc.) GPS units, lights for night searches, infrared beacons and other search related gear.

Consulting / Education Vendor Costs **$60,000**

As part of this program, we hope to establish relationships with the stakeholders in the County and develop a comprehensive approach to the problem of missing people with Alzheimer's disease and dementia. One of the most efficient ways to do this will be to identify experts in the field who provide quality consulting and training on programs related to Alzheimer's and wandering. Grant funding would be used to compensate outside vendors for consulting on ways to maximize the effectiveness of the project, and to provide training to County staff. Training may include best practices for caring for and interacting with persons with Alzheimer's and

dementia, or training for law enforcement personnel in lost person behavior, first responder actions to be taken and search planning and management. Historically, this type of training for law enforcement is difficult to find in the Northern Virginia area, as the agencies providing this training focus primarily on western Virginia, where large scale searches are more prevalent. If appropriate vendors are identified, outside resources may also be used to facilitate or conduct community presentations.

Personnel Overtime Expenses **$85,000**

While the County does not anticipate creating any new positions to implement the programs funded by this grant, it is anticipated that there will be considerable expenses in overtime required for staff to implement this project in addition to their regularly assigned duties. These expenses will include Sheriff's Office personnel handling an increased number of Project Lifesaver, registry and scent article collection clients. It will also include overtime hours for County staff to attend meetings, visit with community stakeholders and giving presentations that may fall outside of normal working hours. It would also include overtime for law enforcement officers to attend large scale training exercises without impacting their regular job function.

Board Agenda Item
July 10, 2012

ADMINISTRATIVE - 2

Authorization to Advertise a Public Hearing to Consider Amendments to Chapter 1 of the Fairfax County Code to Provide for a Uniform Bad Check Fee, and to Establish Late Payment Penalties and Interest for Non-Tax Delinquencies

ISSUE:
Board authorization to advertise a public hearing to consider the proposed adoption of Section 1-1-17 of the Fairfax County Code to establish a uniform fee for "bad check" charges; and the proposed adoption of Section 1-1-18 to establish late payment penalties and interest for non-tax delinquencies.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing on July 31, 2012 to consider adopting the proposed ordinances to the Fairfax County Code.

TIMING:
The Board should take action on July 10, 2012, to advertise a public hearing for July 31, 2012, at 3 p.m.

BACKGROUND:
The Department of Tax Administration (DTA) has routinely charged a bad check fee of $35. Virginia Code §15.2-106 was amended last year to provide for bad check fees in the amount of $50. Enactment of a $50 fee under Virginia Code §15.2-106 requires the adoption of an ordinance.

Attachment 1 proposes to adopt Section 1-1-17 of the Fairfax County Code to increase the existing bad check fee to $50 for taxes, and to establish a uniform bad check fee for all other non-tax receivables paid to the County, as allowed by law.

Furthermore, Attachment 2 proposes to adopt Section 1-1-18 of the Fairfax County Code to establish late payment penalties and interest on non-tax receivables. DTA has long collected late payment penalties and interest on delinquent taxes, based on Section 58.1-3916 of the Code of Virginia. However, the County lacks a uniform ordinance that levies late payment penalties and interest on other non-tax receivables.

With some exceptions as noted therein, the proposed ordinance imposes penalties and interest at 10% per Section 15.2-105 of the Code of Virginia.

Both the bad check fee and the late payment penalties and interest are recommendations made by the Office of Financial & Program Audit (OFPA). A copy of the pertinent section of the May 2012 report is provided as Attachment 3. Where applicable, staff will coordinate with the appropriate Boards and Authorities concerning implementation of the proposed ordinances.

FISCAL IMPACT:
Based on the number of returned checks for non-tax receivables reported by the Department of Finance over a 12 month period, OFPA estimated the bad check fee could net approximately $100,000 in additional annual revenue. The increase to the bad check fee for taxes is estimated to generate approximately $38,000 per year.

The fiscal impact from imposing late payment penalties and interest is harder to determine. This is in part because more research needs to be done both on the nature of the receivables to collect and billing system changes that may be required to implement the ordinance. As of April 2, 2012, responsibility for non-tax collections has been transferred to DTA. As noted by the Auditor of the Board, DTA will be working with other departments on a case-by-case basis “to address billing data integrity and assist in identifying systems issues to improve overall collections.” However, based on very preliminary data on General Fund receivables, and assuming merely a 20% collection rate on outstanding delinquencies, this alone might generate as much as $100,000. Imposition of the late payment penalties and interest should also encourage timely payments in the future.

ENCLOSED DOCUMENTS:
Attachment I - Bad Check Fees, Section 1-1-17, Fairfax County Code
Attachment 2 - Late Penalties and Interest, Section 1-1-18, Fairfax County Code
Attachment 3 - Excerpt from May 2012 OFPA Quarterly Report to the Board

STAFF:
Susan W. Datta, Chief Financial Officer
Kevin C. Greenlief, Director, Department of Tax Administration
Nancy F. Loftus, Assistant County Attorney

PROPOSED ORDINANCE TO ADOPT FAIRFAX COUNTY CODE SECTION 1-1-17 TO PROVIDE FOR A FEE FOR THE PAYMENT OF TAXES OR ANY OTHER SUMS DUE WITH CHECKS RETURNED FOR INSUFFICIENT FUNDS

Draft of June 20, 2012

AN ORDINANCE to adopt Section 1-1-17 of the Fairfax County Code, relating to assessing a fee for the payment of taxes or any other sums due to the County with checks returned for insufficient funds, pursuant to Section 15.2-106, of the Code of Virginia.

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

1. That Section 1-1-17 of the Fairfax County Code is adopted:

Section 1-1-17. Fee for Passing Bad Checks to the County

Pursuant to Section 15.2-106 of the Code of Virginia, there is hereby imposed a fee of $50, for the uttering, publishing or passing of any check, draft, or order for payment of taxes or any other sums due, which is subsequently returned for insufficient funds or because there is no account or the account has been closed.

2. That this ordinance shall become effective upon passage.

GIVEN under my hand this _____ day of _____ 2012

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

PROPOSED ORDINANCE TO ADOPT FAIRFAX COUNTY CODE SECTION 1-1-18 TO PROVIDE FOR A LATE PAYMENT PENALTY AND INTEREST FOR FAILURE TO PAY NON-TAX ACCOUNTS WHEN DUE

Draft of June 20, 2012

AN ORDINANCE to adopt Section 1-1-18 of the Fairfax County Code, relating to charging a late payment penalty and interest on non-tax payments made after the established due date, pursuant to Section 15.2-105, of the Code of Virginia.

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

1. That Section 1-1-18 of the Fairfax County Code is adopted:

Section 1-1-18. Penalty and interest for failure to pay non-tax accounts when due

Pursuant to Section 15.2-105 of the Code of Virginia, and except for taxes or as otherwise provided by law or action of the Board of Supervisors, any person failing to pay any account due on or before its due date, shall incur a penalty thereon of the greater of ten dollars or an amount not exceeding ten percent. The penalty shall be added to the amount of the account due from such person. However, in no case shall the penalty exceed the amount of the account due.

In addition, interest at the rate of ten percent annually from the first day following the day such account is due shall be collected upon the principal and penalty of all such accounts.

For purposes of this section, the due date shall be the date specified on the original bill. Late payments shall be defined as payments made after the due date specified on the original bill.

The Director of the Department of Tax Administration, or his delegated agents shall waive late penalties and interest in cases where the failure to pay a bill on time was not in any way the fault of the debtor.

2. That this ordinance shall become effective on September 1, 2012, and it shall be implemented thereafter on an agency by agency basis at the direction of the County Executive upon the determination by the County Executive that the necessary billing systems are in place to accommodate the imposition of the late payment penalty and interest established by this ordinance. Such agency implementation shall be preceded by prior notice of such fees and penalties at least thirty days prior to the imposition of any such fees and penalties.

GIVEN under my hand this _____ day of _____ 2012

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

Attachment 3

OFFICE OF FINANCIAL & PROGRAM AUDIT

May 2012 | Quarterly Report

FAIRFAX COUNTY BOARD OF SUPERVISORS

AUDITOR OF THE BOARD

www.fairfaxcounty.gov/boardauditor/

COLLECTION OF NON-TAX RECEIVABLES AND RETURNED CHECK FEES

Collection of Non-Tax Receivables

OFPA's February 2012 Quarterly Report provided follow up recommendations designed to improve the collection of delinquent non-tax receivables. The Audit Committee and the Board of Supervisors accepted the following recommendations made in the February 2012 report:

1. Prepare a draft county ordinance for the Board's consideration that is consistent with *Code of Virginia § 15.2-105: Penalty and interest for failure to pay accounts when due*. The proposed ordinance will clarify the imposition of penalty and interest on unpaid non-tax accounts and allow for the waiver of penalties and interest if failure to pay was not in any way the fault of the debtor.

2. Define 'due date' in the proposed ordinance as the original date of the bill. This further clarity will make the day after the due date, the first day of delinquency.

During the last several reporting quarters, OFPA and the County's Chief Financial Officer (CFO) have considered approaches to providing consistent and robust collections across all departments. These considerations were mindful that an overall organization approach was needed, but flexibility must be retained to accommodate specific departmental needs.

Effective April 2, 2012, the CFO transferred the collection oversight of all non-tax receivables from the Department of Finance to the Department of Tax Administration (DTA). In alerting agencies to this transfer, the CFO noted: "Our goal in this effort is, to the extent possible, to ensure a consistent and robust collection approach across all departments". [15] DTA, in its new oversight role, and the County Attorney's Office are currently working on draft ordinances addressing both of the above recommendations.

DTA has begun the transition planning for these new duties. The department is developing a methodical approach, which acknowledges the need to remain flexible and accommodate the underlying principles on which some fees were established. DTA is beginning its non-tax oversight efforts with a focus on General Fund receivables. An initial step will be to establish updated collection standards. Two vacant staff positions in DTA are being reassigned to this effort. DTA will review and monitor department billings, previous collection efforts and outstanding receivables countywide. Working with staff in other departments, DTA will seek to address billing data integrity and assist in identifying systems issues to improve overall collections. Standardization plans include:

- billing communication
- due date enforcement
- application of statutory collection fees (administrative fees, penalties, interest, collection agent fees, returned check fees)
- use of delinquent collection tools as appropriate

DTA anticipates continued coordination with the County Attorney and other Boards and Authorities as they look forward to developing and implementing their non-tax receivable oversight program. OFPA will continue to monitor and provide updates to the Audit Committee.

[15] Memo dated April 2, 2012 from Chief Financial Officer, to agency contacts countywide; Subject: Collection of Non-Tax Receivables.

Returned Check Fees

OFPA noted inconsistent returned check fee charges across several departments for bad checks written on non-tax accounts. DTA, the County Attorney's Office and OFPA agreed that additional local ordinance clarity would be beneficial in standardizing returned check fees for non-tax accounts. (Sufficient County ordinance language exists for returned checks presented for tax payments.)

General Assembly action in 2011, amending the enabling state legislation, allows the County to charge a $50 fee for all returned checks. This is an increase from the $35 fee previously allowed by state code and adopted by the County for tax payments. DTA and the County Attorney's Office were already preparing a draft ordinance to be considered by the Board, updating the returned check fee charged for tax payments to $50. Based on our discussions with DTA and the County Attorney's Office, that draft ordinance will be modified to also apply to non-tax payments countywide. Based on the number of non-tax returned checks (reported by the Department of Finance) in the last 12 months, OFPA estimates that fees charged for returned checks on non-tax accounts could net approximately $100,000 per year.

Recommendation

The Board of Supervisors should support the advertisement of the upcoming County Code amendments to adopt a returned check fee of $50, the maximum now allowed by state code, for all tax and non-tax payments. The amendment will provide consistency in County policy across all departments.

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ADMINISTRATIVE – 3

Streets into the Secondary System (Dranesville, Lee, Mount Vernon, Providence, Springfield and Sully 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**
Foxhall of McLean	Dranesville	Fox Haven Drive
		Hunters Grove Court
		Spring Hill Road (Route 684) (Additional Right-of-Way (ROW) Only)
Devers Property	Lee	Cory Place (Route 4114)
Barnes Subdivision	Mt. Vernon	Gunston Cove Road (Route 600) (Additional ROW Only)
Freedom Park	Providence	Hull Road (Route 952)
		Byrd Road (Route 953)
Lord of Life Lutheran Church	Springfield	Union Mill Road (Route 659) (Additional ROW Only)
		Twin Lakes Drive (Route 3546) (Additional ROW Only)
Centreville Road Properties	Sully	Lowe Street (Re-Alignment)
		Louise Avenue (Re-Alignment)

Board Agenda Item
July 10, 2012

Subdivision	**District**	**Street**
Thompson's Crest	Sully	Thompson Road (Route 669) (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 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: 7094-SD-01

SUBDIVISION PLAT NAME: Foxhall of McLean

COUNTY MAGISTERIAL DISTRICT: Dranesville

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/10/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Fox Haven Drive	CL Spring Hill Road (Route 684) - 352' SW CL Chadsworth Court (Route 8435)	837' W to CL Hunters Grove Court	0.16
Hunters Grove Court	CL Fox Haven Drive - 837' W CL Spring Hill Road (Route 684)	244' N to End of Cul-de-Sac and 485' S to End of Cul-de-Sac Total = 729'	0.14
Spring Hill Road (Route 684) (Additional Right-of-Way Only)	145' SW CL Chadsworth Court (Route 8435)	427' SW to Section Line	0.0
		TOTALS:	0.30

NOTES:

Fox Haven Drive: 790' of 4' Concrete Sidewalk on South Side to be maintained by Fairfax County.

Spring Hill Road: 371' of 4' Concrete Sidewalk on West Side to be maintained by VDOT.

Attachment 1

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: 9163-SD-009

SUBDIVISION PLAT NAME: Devers Property

COUNTY MAGISTERIAL DISTRICT: Lee

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 03/20/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Cory Place (Route 4114)	Existing Cory Place (Route 4114) - 170' W CL Zekan Lane (Route 4113)	118' W to End of Cul-de-Sac	0.02
		TOTALS:	0.02

NOTES:
290' of 4' Concrete Sidewalk on Both Sides 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: 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: 6909-SD-001

SUBDIVISION PLAT NAME: Barnes Subdivision

COUNTY MAGISTERIAL DISTRICT: Mount Vernon

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/27/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Gunston Cove Road (Route 600) Additional ROW Only	470' W CL Cranford Street (Route 3365)	792' NW to the section line	0.0
		TOTALS:	0.0

NOTES:

8' Asphalt trail on North 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: 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: 8264-SD-02

SUBDIVISION PLAT NAME: Freedom Park

COUNTY MAGISTERIAL DISTRICT: Providence

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 03/29/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Hull Road (Route 952)	Existing Hull Road (Route 952) - 756' SW CL Lee Lane (Route 839)	140' SW to End of Cul-de-Sac	0.03
Byrd Road (Route 953)	Existing Byrd Road (Route 953) - 756' SW CL Lee Lane (Route 839)	305' SW to End of Cul-de-Sac	0.06
		TOTALS:	0.09

NOTES:

Hull Road: 280' of 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.

Byrd Road: 612' of 4' Concrete Sidewalk on Both Sides 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.

ENGINEERING MANAGER: Terry L. 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: 3590-SP-01

SUBDIVISION PLAT NAME: Lord of Life Lutheran Church

COUNTY MAGISTERIAL DISTRICT: Springfield

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/12/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Union Mill Road (Route 659) (Additional Right-of-Way Only)	317' S CL Twin Lakes Drive (Route 3546)	126' S to Section Line	0.0
Twin Lakes Drive (Route 3546) (Additional Right-of-Way Only)	438' SE CL Union Mill Road (Route 659)	331' SE to Section Line	0.0
		TOTALS:	0.0

NOTES:

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: 4363-SP-01

SUBDIVISION PLAT NAME: Centreville Road Properties

COUNTY MAGISTERIAL DISTRICT: Sully

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/25/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Lowe Street (Re-Alignment)	CL Centreville Road (Route 657) - 1,156' SW CL Armfield Farm Drive (Route 7582)	1,622' SE to Section Line	0.31
Louise Avenue (Re-Alignment)	CL Lowe Street (Re-Alignment) - 1,438' SE CL Centreville Road (Route 657)	544' SW to Section Line	0.10
		TOTALS:	0.41

NOTES:

Lowe Street: 3,200' of 5' Concrete Sidewalk on Both Sides to be maintained by VDOT

Louise Avenue: 1,280' of 5' Concrete Sidewalk on Both Sides 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: 762-SD-01

SUBDIVISION PLAT NAME: Thompson's Crest

COUNTY MAGISTERIAL DISTRICT: Sully

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

BY: Nadia Alphonsp

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 04/05/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Thompson Road (Route 669) (Additional Right-of-Way Only)	570' SE CL Tuckaway Drive (Route 7140)	681' SE to Section Line	0.0
		TOTALS:	0.0

NOTES:
657' of 6' Asphalt Trail on East Side to be maintained by Fairfax County.

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ADMINISTRATIVE – 4

Extension of Review Periods for 2232 Review Applications (Lee, Springfield and 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 FS-L12-14 to September 24, 2012; application FS-S11-39 to January 20, 2013; and application 2232-V11-25 to January 23, 2013.

TIMING:
Board action is required on July 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 application FS-L12-14 which was accepted for review by the Department of Planning and Zoning (DPZ) on April 27, 2012. This application is for a telecommunication 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 FS-S11-39 and 2232-V11-25 which were accepted for review by the DPZ on November 21, 2011 and January 23, 2012 correspondingly. These applications are for a non-telecommunication

public facility, 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-V11-25	Fairfax County Park Authority Westgrove Park off-leash dog area 6801 Fort Hunt Road, Alexandria Mount Vernon District
FS-S11-39	Dominion Virginia Power Transmission line replacement 5400 Ox Road, Fairfax Station Springfield District
FS-L12-14	Cricket Communications Antenna collocation on building rooftop 6320 Augusta Drive, Springfield Lee 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
July 10, 2012

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Amending Fairfax County Code Section 82-5-40 (Regulation of Parking Adjacent to Bus Stop)

ISSUE:
Board authorization to advertise a public hearing for July 31, 2012, at 4:00 p.m., to consider amending Fairfax County Code Section 82-5-40 to restrict parking, stopping or standing 60 feet on the approach of a bus stop sign and ten feet on the departure side in Fairfax County.

RECOMMENDATION:
The County Executive recommends that the Board authorize advertisement of a public hearing for July 31, 2012, at 4:00 p.m., to consider adopting the proposed amendment (Attachment I) to the Fairfax County Code.

TIMING:
The Board should take action on July 10, 2012, to advertise a public hearing for July 31, 2012, at 4:00 p.m.

BACKGROUND:
Fairfax County Code Section 82-5-40 currently restricts stopping, standing or parking within 30 feet of a bus stop sign. The Transit Services Division of the Department of Transportation has found that this is not a sufficient distance for a bus that is 40 feet in length to pull in at the stop and be in a suitable position to allow passengers to board/alight.

The proposed amendment would increase the restriction on the approach side from a distance of 30 feet to a distance of 60 feet and designate a restriction of ten feet on the departure side of all state secondary highways to allow for the bus to pull away from the curb.

FISCAL IMPACT:
The recommended changes should have minimal fiscal impact.

Board Agenda Item
July 10, 2012

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amended Fairfax County Code Section 82-5-40

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Corinne N. Lockett, Assistant County Attorney
Rollo Axton, Chief, Transit Services Division, FCDOT
Christin Wegener, Chief, Fairfax Connector Section, FCDOT
Heather Diez, FCDOT
Andrew Suggs, FCDOT

Section 82-5-40 Regulation of parking areas designated as bus stops for public transportation; authority; penalties for violation.

(a) It shall be unlawful to stop, stand or park a vehicle other than a public passenger bus on any state secondary highway within ~~thirty (30)~~ 60 feet of the approach side of a bus stop sign and ten feet of the departure side of a bus stop sign as measured in the direction of approaching traffic when such bus stop has been designated by Fairfax County and appropriately signed as a bus stop.

(b) Any person violating the provisions of this Section shall be punished by a fine established in accordance with Section 82-1-31.

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ADMINISTRATIVE - 6

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance to Establish the Falls Hill Residential Permit Parking District, District 44 (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to establish the Falls Hill Residential Permit Parking District (RPPD), District 44.

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

TIMING:
The Board should take action on July 10, 2012, to advertise a public hearing for July 31, 2012, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Staff has verified that the requirements have been met to establish an RPPD based on 2,000 feet walking distance from the pedestrian entrance to George Mason High School.

FISCAL IMPACT:
The cost of sign installation is estimated at $900 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Establishment

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, Sr. Transportation Planner, FCDOT
Hamid Majdi, Transportation Planner, FCDOT

Appendix G

G-44 Falls Hill Residential Permit Parking District.

(a) *Purpose and Intent*. The Falls Hill Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.

(b) *District Designation*.

(1) The Falls Hill Residential Permit Parking District is designated as Residential Permit Parking District 44, for the purposes of signing and vehicle decal identification.

(2) Blocks included in the Falls Hill Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

Gordons Road (Route 1129):
From Chestnut Street to Dale Drive,
From Shreve Road to Chestnut Street, south side only

(c) *District Provisions*.

(1) This District is established in accordance with and is subject to the provisions set forth in Article 5A, of Chapter 82.

(2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Falls Hill Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A, of Chapter 82.

(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.

(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.

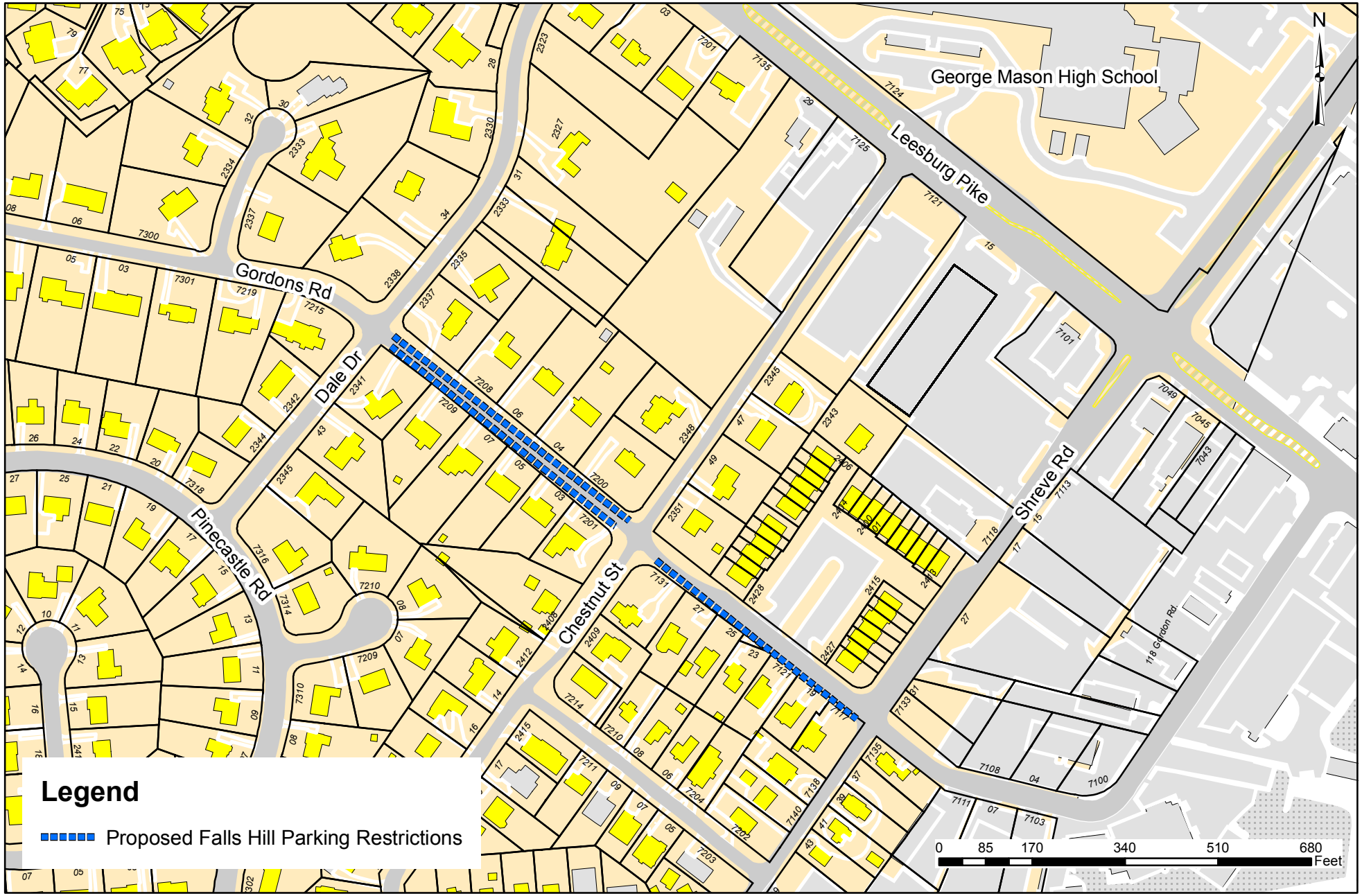
(5) All permits and visitor passes for the Falls Hill Residential Permit Parking District shall expire on November 30, 2013. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A, of Chapter 82 and the renewal procedures established by Fairfax County

Department of Transportation.

(d) *Signs*. Signs delineating Falls Hill Residential Permit Parking District shall indicate the following:

NO PARKING
8:00 a.m. - 3:30 p.m.
School Days
Except by Permit
District 44

Attachment II



Fairfax County Department of Transportation
Traffic Operations Section
RESIDENTIAL PERMIT PARKING DISTRICT (RPPD)
FALLS HILL # 44
Providence District

Tax Map 40-3

May 11, 2012

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ADMINISTRATIVE - 7

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Dunn Loring Residential Permit Parking District, District 3 (Providence District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the Dunn Loring Residential Permit Parking District (RPPD), District 3.

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

TIMING:
The Board should take action on July 10, 2012, to advertise a public hearing for July 31, 2012, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(b) of *The Code of the County of Fairfax*, *Virginia*, authorizes the Board to establish or expand an RPPD in any residential area of the County if: (1) the Board receives a petition requesting establishment or expansion of an RPPD that contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block of the proposed District, (2) the proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces 20 linear feet in length per space, unless the subject area is to be added to an existing district, (3) 75 percent of the land abutting each block within the proposed District is developed residential, and (4) 75 percent of the total number of on-street parking spaces of the petitioning blocks are occupied, and at least 50 percent of those occupied spaces are occupied by nonresidents of the petitioning blocks, as authenticated by a peak-demand survey. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Staff conducted a peak parking demand survey for Marymount Lane. This survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning block were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning block. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $400 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Establishment

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, Sr. Transportation Planner, FCDOT
Hamid Majdi, Transportation Planner, FCDOT

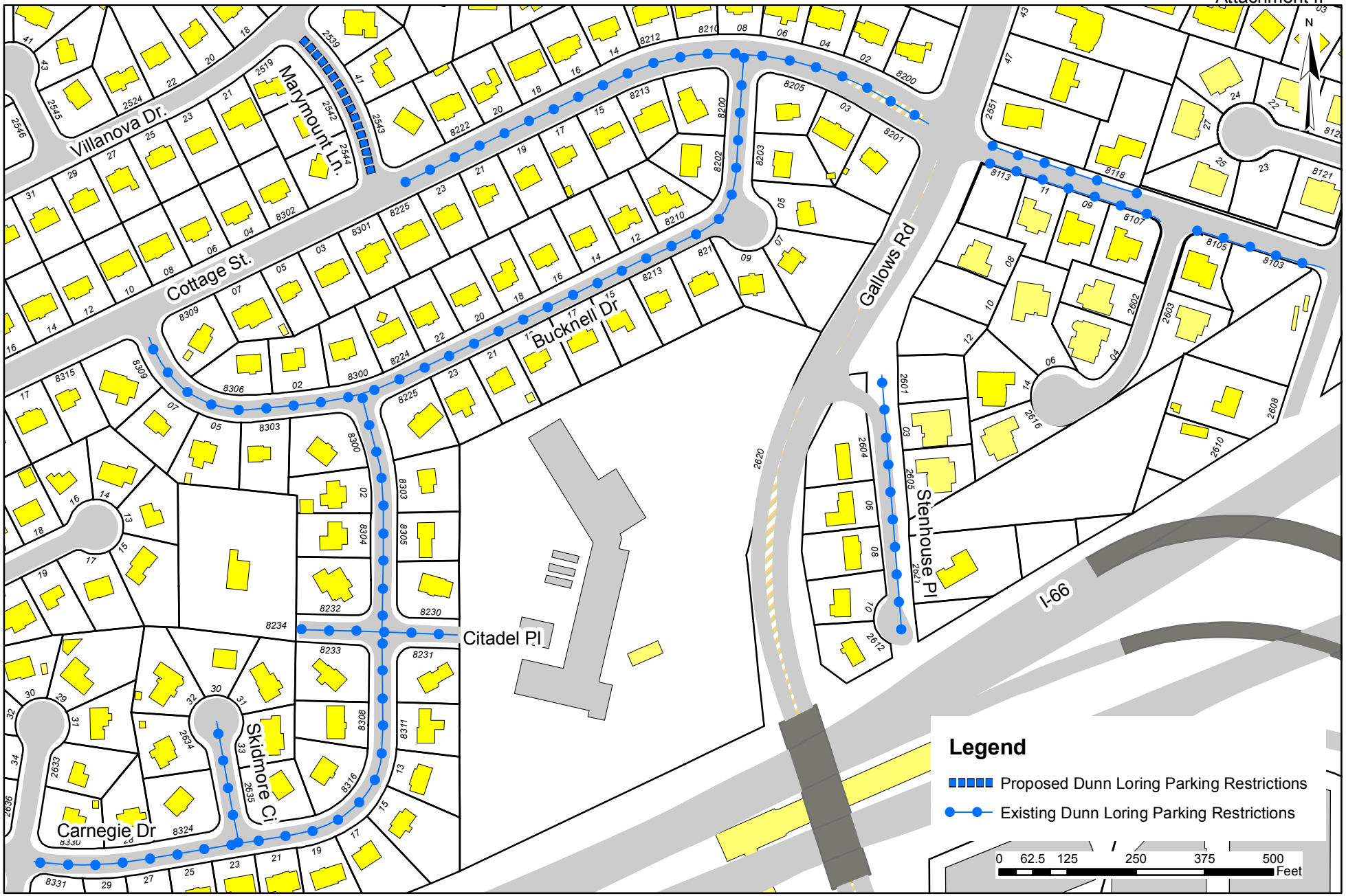
Attachment I

Proposed Amendment

Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following street to Appendix G-3, Section (b), (2), Dunn Loring Residential Permit Parking District, in accordance with Article 5A, of Chapter 82:

Marymount Lane (Route 2490)
From Cottage Street to Villanova Drive.

Attachment II



Fairfax County Department of Transportation
Traffic Operations Section
RESIDENTIAL PERMIT PARKING DISTRICT (RPPD)
DUNN LORING # 3
Providence District

Tax Map 49-1

Board Agenda Item
July 10, 2012

ADMINISTRATIVE - 8

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Polo Fields Residential Permit Parking District, District 43 (Hunter Mill District)

ISSUE:
Board authorization to advertise a public hearing to consider a proposed amendment to Appendix G, of *The Code of the County of Fairfax, Virginia*, to expand the Polo Fields Residential Permit Parking District (RPPD), District 43.

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

TIMING:
The Board should take action on July 10, 2012, to advertise a public hearing for July 31, 2012, at 4:00 p.m.

BACKGROUND:
Section 82-5A-4(a) of *The Code of the County of Fairfax, Virginia*, authorizes the Board to establish RPPD restrictions encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if: (1) the Board receives a petition requesting the establishment or expansion of such a District, (2) such petition contains signatures representing at least 60 percent of the eligible addresses of the proposed District and representing more than 50 percent of the eligible addresses on each block face of the proposed District, and (3) the Board determines that 75 percent of the land abutting each block within the proposed District is developed residential. In addition, an application fee of $10 per petitioning address is required for the establishment or expansion of an RPPD. In the case of an amendment expanding an existing District, the foregoing provisions apply only to the area to be added to the existing District.

Staff has verified that the requirements have been met to establish an RPPD based on 2,000 feet walking distance from a proposed Metrorail station.

FISCAL IMPACT:
The cost of sign installation is estimated at $2,600 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:
Attachment I: Proposed Amendment to *The Code of the County of Fairfax, Virginia*
Attachment II: Map Depicting Proposed Limits of RPPD Establishment

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, Sr. Transportation Planner, FCDOT
Hamid Majdi, Transportation Planner, FCDOT

Attachment I

Proposed Amendment

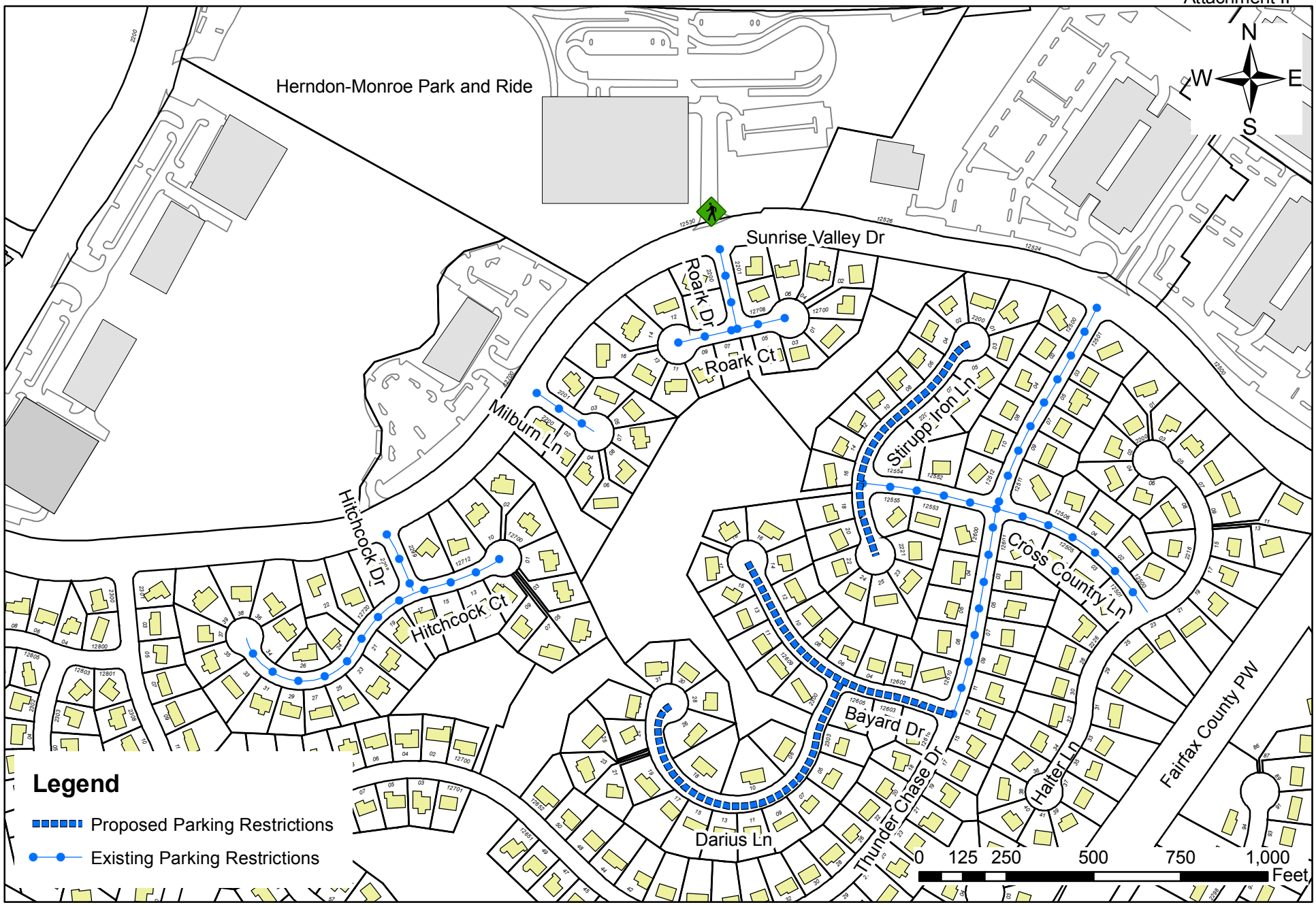
Amend *The Code of the County of Fairfax*, *Virginia*, by adding the following streets to Appendix G-43, Section (b), (2), Polo Fields Residential Permit Parking District, in accordance with Article 5A, of Chapter 82:

Bayard Drive (Route 7850)
From Thunder Chase Drive to the cul-de-sac inclusive.

Darius Lane (Route 7851)
From Bayard Drive to the cul-de-sac inclusive.

Stirupp Iron Lane (Route 6375)
From Cross Country Lane south and north to the cul-de-sacs inclusive.

Attachment II



Fairfax County Department of Transportation
Traffic Operations Section
RESIDENTIAL PERMIT PARKING DISTRICT (RPPD)
POLO FIELDS # 43
Hunter Mill District

Tax Map 16-4

April 26, 2012

Board Agenda Item
July 10, 2012

ADMINISTRATIVE - 9

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

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

RECOMMENDATION:
The County Executive recommends that the Board approve a resolution (Attachment I) for the installation of "$200 Additional Fine for Speeding" signs on:

- Circle Woods Drive between Lee Highway and the End of Road (Providence District).

The County Executive further recommends that the Board approve a resolution (Attachment III) for the installation of a "Watch for Children" sign on the following road:

- Barton Hill Road (Hunter Mill District)

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

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

BACKGROUND:
As part of the RTAP, roads are reviewed for $200 additional Fine for Speeding signs and Watch for Children signs when requested by a Board member on behalf of a homeowners or civic association.

Section 46.2-878.2 of the *Code of Virginia* permits a maximum fine of $200, in addition to other penalties provided by law, to be levied on persons exceeding the speed limit on appropriately designated residential roadways. These residential roadways must have a posted speed limit of 35 mph or less. In addition, to determine that a speeding problem exists, staff performs an engineering review to ascertain that additional speed and volume criteria are met. Circle Woods Drive between Lee Highway and end of Road (Attachment II) meets the RTAP requirements for posting of the "$200 Additional Fine for Speeding" signs.

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 June 1, 2012, FCDOT received written verification from the appropriate local supervisor confirming community support for the referenced "Watch for Children" sign.

FISCAL IMPACT:
An estimated cost of $600.00 for the "$200 Additional Fine for Speeding" and Watch for Children signs is to be paid out of the VDOT secondary road construction budget.

ENCLOSED DOCUMENTS:
Attachment I: Board Resolution for"$200 Additional Fine for Speeding" signs - Circle Woods Drive.
Attachment II: Area Map of Proposed "$200 Additional Fine for Speeding" signs – Circle Woods Drive.
Attachment III: Board Resolution for a "Watch for Children" signs – Barton Hill Road.

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
Steven K. Knudsen, Transportation Planner III, FCDOT

Attachment I

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
$200 ADDITIONAL FINE FOR SPEEDING SIGNS
CIRCLE WOODS DRIVE
PROVIDENCE DISTRICT

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

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

WHEREAS, the Fairfax County Department of Transportation has verified that a bona-fide speeding problem exists on Circle Woods Drive between Lee Highway and the end of Road. Such road also being identified as a Local Road; and

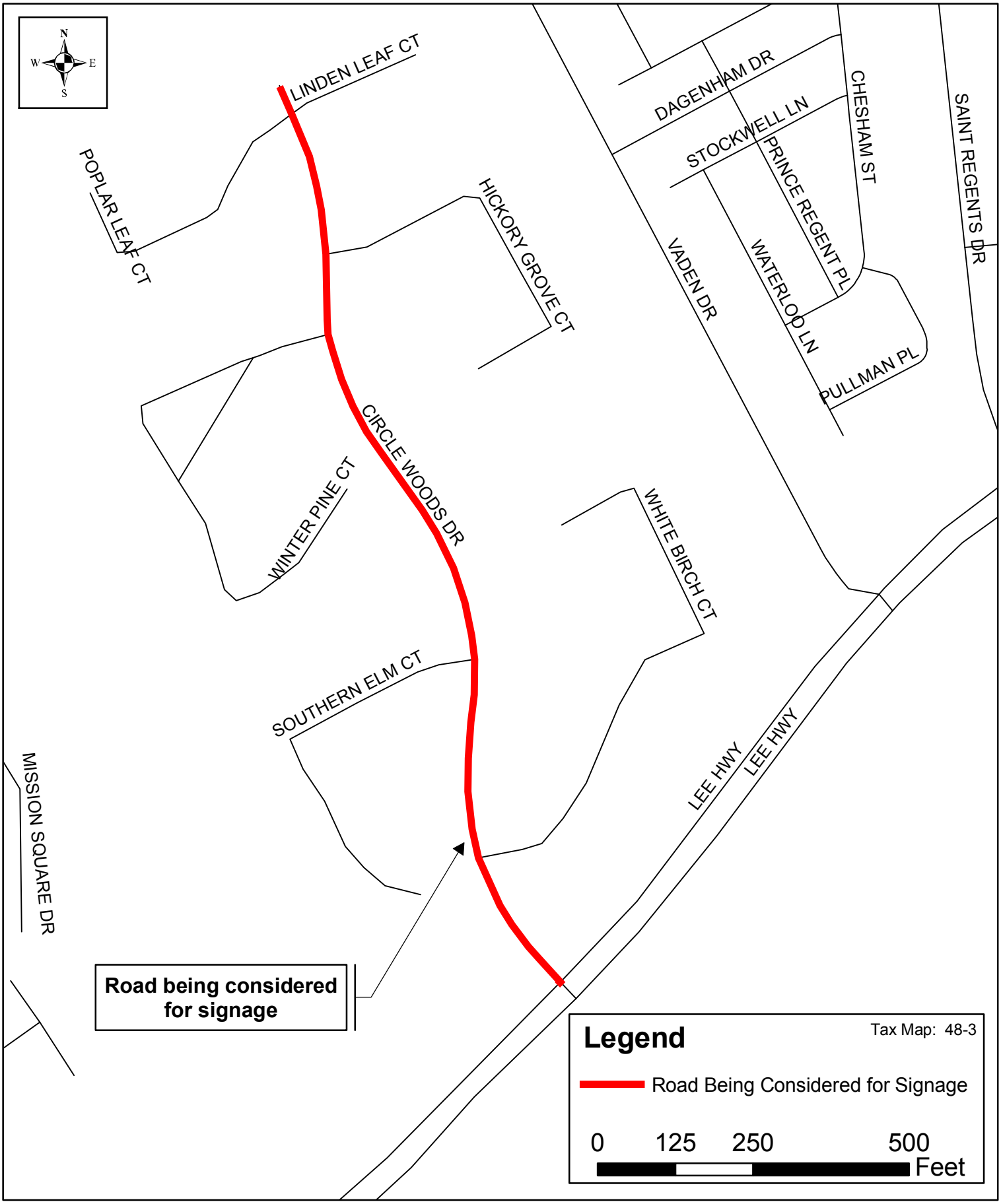
WHEREAS, community support has been verified for the installation of $200 Additional Fine for Speeding" signs on Circle Woods Drive; and

NOW, THEREFORE BE IT RESOLVED that "$200 Additional Fine for Speeding" signs are endorsed for Circle Woods Drive between Lee Highway and end of Road;

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

Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors



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

A Fairfax County, Va., Publication

June 2012

RESOLUTION

FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION
RESIDENTIAL TRAFFIC ADMINISTRATION PROGRAM (RTAP)
WATCH FOR CHILDREN SIGN
BARTON HILL ROAD
HUNTER MILL DISTRICT

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Government Center at Fairfax, Virginia on Tuesday, July 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 street;

NOW THEREFORE BE IT RESOLVED, that a "Watch for Children" sign is endorsed for the street;

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

Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ADMINISTRATIVE – 10

Authorization to Advertise a Public Hearing on Proposed Amendments to the Huntington Conservation Plan (Mount Vernon District)

ISSUE:
Board authorization to advertise a public hearing on the proposed amendments to the Huntington Conservation Plan.

RECOMMENDATION:
The County Executive recommends that the Board authorize the advertisement of a public hearing on the proposed amendments to the Huntington Conservation Plan to be held at 4:00 p.m. on Tuesday, September 11, 2012.

TIMING:
Board authorization on July 10, 2012 to advertise the public hearing is requested in order to proceed in a timely manner with required public notification and to maintain the schedule for approval of the amended Huntington Conservation Plan.

BACKGROUND:
The Huntington Conservation Plan was adopted by the Board of Supervisors on March 30, 1976, and amended on March 19, 2001, after the required public hearings before the Board on those dates. The Conservation Plan calls for the "intensity of land use" in the conservation area to be as specified on the 1976 Official Zoning Map, and contains additional guidance regarding future development in the Huntington conservation area that have not been revised since 1976. Accordingly, the development standards and procedures envisioned by the Conservation Plan are out of date and do not reflect the standards and policies contained in the current County Comprehensive Plan and Land Use Map. These deficiencies were not addressed in the March 19, 2001, Huntington Conservation Plan amendment.

On January 24, 2012, the Fairfax County Board requested changes to the Conservation Plan to bring its standards for a certain portion of the conservation area, described as the portion of Land Unit "T" (Attachment 3) bounded by Huntington Avenue, Biscayne Drive, Glendale Terrace and Blaine Drive, into conformance with current County zoning regulations, land uses and Comprehensive Plan.

It should be noted that this item would amend the Conservation Plan solely with respect to the area described in the preceding paragraph. As noted above, the Conservation Plan sets forth development standards and procedures for the Huntington conservation area that, at least in part, do not conform to the current County Comprehensive Plan and development review procedures. A more comprehensive review of the Conservation Plan, and its interaction with the County Comprehensive Plan, is necessary and advisable to bring it into conformance with the Comprehensive Plan.

Section XII of the Huntington Conservation Plan, "Procedure for Plan Amendment," stipulates that all proposed amendments will be subject to two public hearings in Fairfax County: One hearing each before the Fairfax County Redevelopment Housing Authority (FCRHA) and the Board. The FCRHA held a public hearing on the proposed revisions at its meeting on June 14, 2012, and approved the Plan Amendment at that meeting. With this item, the Board is being requested to authorize the advertisement for a public hearing on the proposed amendment to be held on September 11, 2012.

FISCAL IMPACT:
None. The Huntington Neighborhood Improvement Program and Conservation Plan is for planning purposes only and any specific facilities or improvements would require Board of Supervisors approval, through the budget, Capital Improvement Program (CIP), or other appropriate action.

ENCLOSED DOCUMENTS:
Attachment 1: Public Hearing Notice
Attachment 2: Amended Huntington Conservation Plan, showing proposed changes since adopted on March 30, 1976 by the Fairfax County Board of Supervisors - available online at www.fairfaxcounty.gov/rha/
Attachment 3: Land Unit "T" Map

STAFF:
Paula C. Sampson, Director, Department of Housing and Community Development (HCD)
John Payne, Deputy Director, Real Estate, HCD
Aseem K. Nigam, Director, Real Estate Finance and Grants Management Division, HCD
Robert C. Fields, Interim Associate Director, Grants Management, Real Estate Finance and Grants Management Division, HCD

Attachment 1

NOTICE OF
PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE
HUNTINGTON CONSERVATION PLAN

The Fairfax County Board of Supervisors will hold a public hearing on Tuesday, September 11, 2012 at 4:00 p.m. at the Fairfax County Government Center 12000 Government Center Parkway, Fairfax, Virginia, on a proposed amendment to the Huntington Conservation Plan (Plan).

The proposed Plan amendment is requested to bring its standards for the Huntington community land parcel, identified in the County Comprehensive Plan as Land Unit T, bounded by Huntington Avenue, Biscayne Drive, Glendale Terrace and Blaine Drive, into conformance with the zoning and planning requirements contained in the current Fairfax County Zoning Ordinance Map and Comprehensive Plan.

Following is a summary of the proposed change to the Huntington Conservation Plan, the current version of which Plan was approved by the Board of Supervisors on March 30, 1976 and amended on March 21, 2001:

Section VIII C - Specific Regulations: Subsection 3. Regulations Applicable to Neighborhood Commercial and Institutional Facilities**,** paragraph e –

[Following the existing paragraph d, insert the following as paragraph e:]

Notwithstanding any other language in the Conservation Plan, the area bounded by Huntington Avenue, Biscayne Drive, Glendale Terrace and Blaine Drive is planned for transit oriented mixed use with an FAR up to a maximum of 3.0, incorporating approximately 75% residential, 20% office, and 5% retail uses with a significant portion of workforce housing. Building heights adjacent to Huntington Avenue closest to the Metro station should not exceed 120 feet, transitioning to lower building heights toward Glendale Terrace. High rise residential and office buildings along Huntington Avenue should incorporate street level community retail uses and a pedestrian friendly streetscape with convenient sidewalk access to the Metro station. Buildings along Glendale Terrace limited in height to 40 feet or less should be used as a transition to the adjacent neighborhood. Development along Glendale Terrace should be compatible in scale and architectural treatments to the surrounding residential neighborhood, incorporating sidewalk connections to the Metro and a pedestrian friendly streetscape. To encourage consolidation, portions may seek rezoning without the need for the entire block to be included at one time, provided that the applicant can demonstrate that any unconsolidated parcels would be able to develop in conformance with the Plan. Development within this area should also include the following:

- Creative storm water management techniques;
- Green building design to meet the criteria for certification as LEED Silver;
- Integration of urban park features within the site; and
- Consistency with the Policy Plan, Parks and Recreation, Objective 6 Policies.

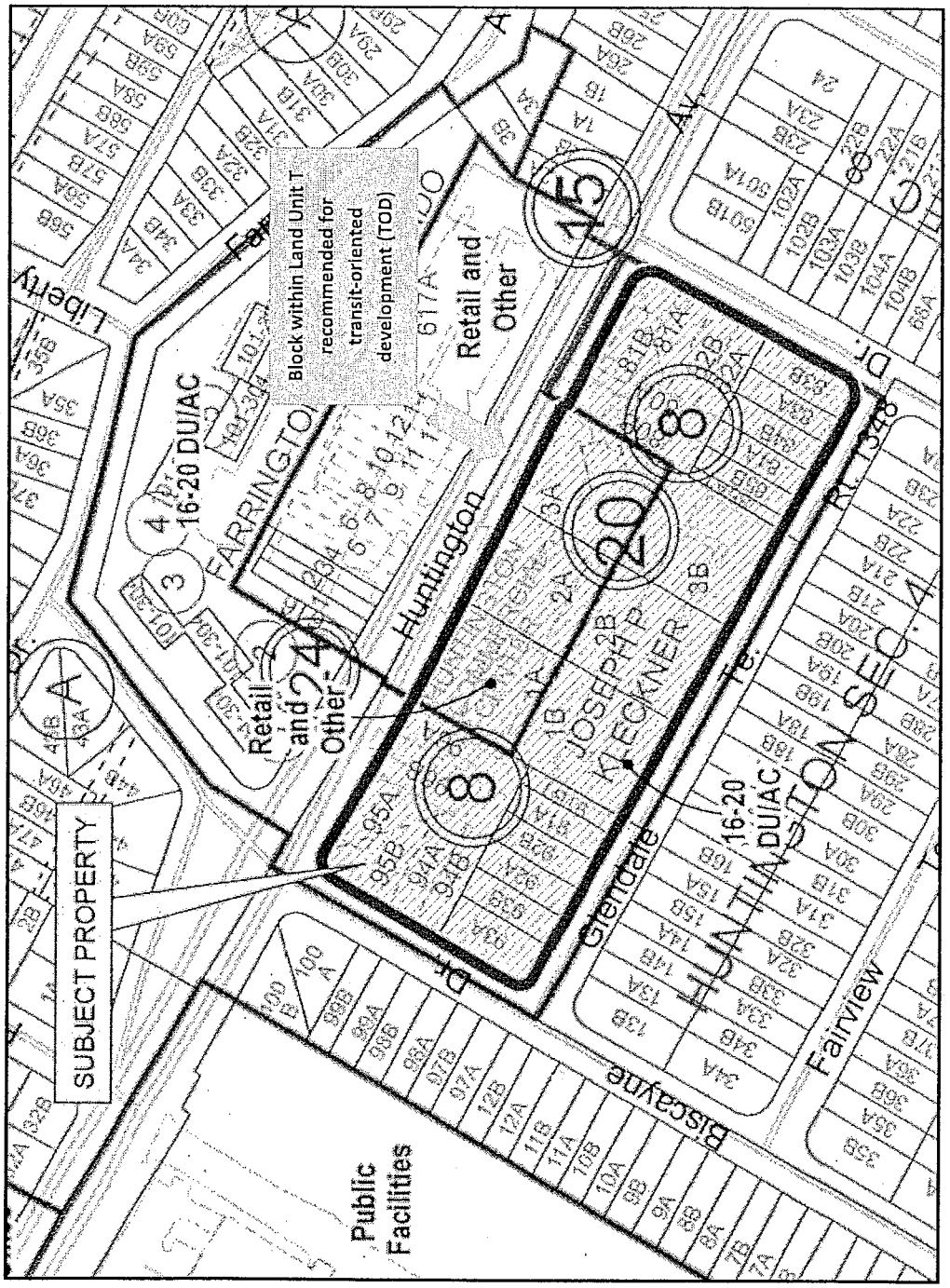
The draft revised Huntington Conservation Plan is available at the Sherwood Hall Regional Library, at the front desk of Department of Housing and Community Development, on the Fairfax County Redevelopment and Housing Authority's website at www.fairfaxcounty.gov/rha/ and also in the Clerk to the Board of Supervisors Office. For additional information, contact Robert Fields in the Department of Housing and Community Development at 703-246-5277, or TTY 703-385-3578.

Persons desiring to speak at the public hearing should call Clerk to the Board of Supervisors at 703-324-3151 (TDD 703-324-3903). Written comments may be submitted to the FCRHA, in care of Robert Fields, DHCD, and 3700 Pender Drive, Fairfax, Virginia 22030 or at the public hearing.

Equal Housing Opportunity

EQUAL HOUSING OPPORTUNITY

Huntington Conservation Plan, Land Unit T



THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda item
July 10, 2012

ACTION - 1

Adoption of a Resolution Approving the Issuance by the Industrial Development Authority of its Health Care Revenue Bonds (Inova Health System Project)

ISSUE:
Board adoption of a resolution approving the issuance by the Industrial Development Authority (IDA) of Fairfax County of its Health Care Revenue Bonds (Inova Health System Project) Series 2012 (the "Bonds"), in an aggregate principal amount not to exceed $825,000,000.

RECOMMENDATION:
The County Executive recommends that the Board approve the resolution for the issuance of the Bonds.

TIMING:
Board action is requested on July 10, 2012, so that Inova may proceed to sell and close the bonds to take advantage of favorable market conditions.

BACKGROUND:
In order for Inova to sell the Bonds, this action is required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"). Proceeds of the Bonds will be used by Inova Health System Foundation and its affiliates ("Inova") primarily to finance and refinance the cost of construction, renovation and equipping capital projects at Inova Fairfax Hospital, Inova Mount Vernon Hospital and Inova Fair Oaks Hospital discussed below, additional capital projects for Inova and the refunding of all or a portion of the currently outstanding Industrial Development Authority of Fairfax County, Virginia, Health Care Revenue Bonds (Inova Health System Project), Series 2009A and Series 2010A-1.

The Bonds will also support capitalized interest during construction, funding for a debt service reserve for the Bonds if in the opinion of Inova at the time of the sale of the Bonds a debt service reserve fund is warranted, and paying all or a portion of the costs of issuance.

The construction, renovation and equipping projects to be financed with the Bonds include:

(a) at Inova Fairfax Hospital, a medical/surgical patient tower and a facility dedicated to women's services, and additions and renovations to existing facilities, including the critical care wing, central mechanical, electric, plumbing and air handling systems;

(b) at Inova Mount Vernon Hospital, a patient tower, including operating rooms and shell space, and emergency room renovation or replacement;

(c) at Inova Fair Oaks Hospital, a medical office building and surgery department expansion;

(d) a cancer center and research institute; and

(e) routine or miscellaneous capital improvements, equipment, additions and renovations.

Pursuant to the Act, a copy of the resolution (the "IDA Resolution") adopted by the Authority on July 2, 2012 after the holding of a public hearing, constituting the recommendation of the Authority that the Board of Supervisors approve the issuance of the Bonds is submitted to the County.

Upon adoption of the Resolution, the Chairman of the Board of Supervisors and the County Executive will be authorized to execute a letter evidencing the approval of the Board of Supervisors of the issuance of the Bonds. No further action will be required of the Board of Supervisors for the issuance of the Bonds.

The public hearing referred to above is to be held by the IDA at 7:30 A.M. on July 2, 2012 at the Fairfax County Government Center in Conference Room 7.

FISCAL IMPACT:
None. This action does not constitute a debt obligation of the County or the Board of Supervisors. The Bonds will be entirely supported by the revenues of Inova.

ENCLOSED DOCUMENTS:
The following documents are attached in substantially final form:
Attachment 1 - County Resolution Approving the Issuance of the Bonds
Attachment 2 - Series Resolution of the IDA
Attachment 3 - Fiscal Impact Statement

STAFF:
Leonard P. Wales, County Finance Advisor
Joseph LaHait, County Debt Coordinator
Richard Magenheimer, Chief Financial Officer, Inova Health System Foundation

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

RESOLUTION OF THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, APPROVING, AMONG OTHER THINGS, A PLAN OF FINANCING AND THE ISSUANCE OF NOT EXCEEDING $825,000,000 AGGREGATE PRINCIPAL AMOUNT OF INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA, REVENUE BONDS (INOVA HEALTH SYSTEM PROJECT) SERIES 2012; AND DELEGATING CERTAIN POWERS TO THE COUNTY EXECUTIVE

WHEREAS, Fairfax County, Virginia (the "County"), is a political subdivision of the Commonwealth of Virginia exercising public and essential governmental functions pursuant to the Constitution and laws of the Commonwealth of Virginia; and

WHEREAS, on October 28, 1974, the Board of Supervisors of Fairfax County, Virginia (the "Board") adopted by ordinance (the "Ordinance") an emergency amendment to the 1961 Code of the County of Fairfax, Virginia, as amended, providing a new Chapter 15F creating the Industrial Development Authority of Fairfax County, Virginia (the "Authority") and appointing the initial members thereof and said Ordinance having been duly readopted on December 9, 1974, as required by law; and

WHEREAS, the Ordinance authorizes the Authority to exercise all the powers granted by the Industrial Development and Revenue Bond Act, being Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), including the power to issue revenue bonds of the Authority for the purpose of providing funds to pay the cost of certain projects required or useful for health care purposes; and

WHEREAS, Inova Health Care Services ("Inova Health Care") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Fairfax Hospital ("Inova Fairfax Hospital"), Inova Fair Oaks Hospital ("Inova Fair Oaks Hospital") and Inova Mount Vernon Hospital ("Inova Mount Vernon Hospital") located in Fairfax County, Virginia; and

WHEREAS, Inova Alexandria Health Services Corporation ("Alexandria Health Services") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Alexandria Hospital ("Inova Alexandria Hospital") located in the City of Alexandria, Virginia; and

WHEREAS, Loudoun Hospital Center ("Inova Loudoun Hospital") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Loudoun Hospital located in Loudoun County, Virginia; and

WHEREAS, Inova Health System Foundation ("Inova") is the controlling member of Inova Health Care, Inova Health System Services, Alexandria Health Services, Inova Alexandria Hospital, and Inova Loudoun Hospital (collectively with Inova, the "Inova Obligated Group"); and

WHEREAS, the Authority has previously issued its Health Care Revenue Bonds (Inova Health System Project), Series 2009A and Series 2010A-1 (collectively, the "Prior Bonds"); and

WHEREAS, the Authority has, by resolution adopted on July 2, 2012 (the "Authority Resolution"), approved a plan of financing and refinancing (the "Plan of Financing") which will entail the issuance by the Authority from time to time of one or more series of its revenue bonds (the "Bonds"), in an aggregate principal amount not exceeding $825,000,000 for the purpose of providing funds to undertake any or all of the following: (i) the construction of a 995,000 square foot addition, consisting of a medical/surgical patient tower and a facility dedicated to women's services, (ii) the construction of an addition to, and renovations of, the existing Inova Fairfax Hospital facilities, including renovation to the critical care wing, relocation of hospital services, relocation of the helipad, replacement of central mechanical, electrical, plumbing and air-handling systems, and construction and renovation related to redesigning traffic flow and parking, and (iii) replacement and upgrade of mechanical, electrical and plumbing systems including new air handling units, new water heating systems, new fire protection systems and related improvements; (b) finance and refinance at Inova Mount Vernon Hospital: (i) the construction, renovation and equipping of a new 69,550 square foot 40 bed patient tower, with capacity for 20 additional beds, operating rooms and shell space, and (ii) the renovation or replacement of the existing emergency department; (c) finance and refinance at Inova Fair Oaks Hospital: (i) the construction, renovation and equipping of all or a portion of a new 115,000 square foot medical office building to include physician offices, a conference center and cancer center and related improvements and parking, and (ii) the expansion of the surgery department including four operating rooms, space for registration, pre and post operative services, sterile processing and related surgical services; (d) finance and refinance the construction and equipping of a 230,000 square foot comprehensive cancer and research institute including a 1,000 car parking structure in Falls Church, Virginia; (e) finance and refinance the acquisition and installation of information system upgrades for clinical and revenue cycle functions; (f) finance or refinance at Inova Fairfax Hospital, Inova Fair Oaks Hospital or Inova Mount Vernon Hospital, all or a portion of routine or miscellaneous capital improvements, additions, renovations and equipment; (g) refund all or any portion of the Prior Bonds; (h) fund a debt service reserve fund for the Bonds, if required; (i) finance a portion of interest accruing on the Bonds; and (j) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds; and

WHEREAS, the Authority has delivered or caused to be delivered to the Board the following: (i) a reasonably detailed summary of the comments expressed at the public hearing held by the Authority in connection with the Plan of Financing, the issuance of the Bonds and the refunding of the Prior Bonds; (ii) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act; and (iii) a copy of the Authority Resolution setting forth the recommendation of the Authority that the Board approve the Plan of Financing and the issuance of the Bonds; and

WHEREAS, the Board has determined that it is necessary at this time to approve the Plan of Financing, including the issuance of the Bonds in one or more series, from time to time, in an aggregate principal amount not exceeding $825,000,000 outstanding at any one time, to

promote the improvement of the health and living conditions of the people of the County and the Commonwealth of Virginia, improve health care and otherwise aid in improving the prosperity and welfare of the County and the Commonwealth of Virginia and its inhabitants;

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

Section 1. The Board hereby approves the Plan of Financing, including the issuance by the Authority of the Bonds in one or more series, from time to time, in an aggregate principal amount not exceeding Eight Hundred Twenty-Five Million Dollars ($825,000,000) for the purpose of providing funds to (a) finance and refinance the costs of the Project; (b) undertake the refunding of all or any portion of the Prior Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; and (d) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

Section 2. The Chairman of the Board of Supervisors and the County Executive or his designee are hereby authorized and directed, on behalf of the Board, to take any and all actions necessary, including the execution of any documents, to carry out the Plan of Financing and to consummate the issuance and sale of the Bonds in conformity with the provisions of this resolution.

Section 3. The approval of the Plan of Financing and the issuance of the Bonds and the refunding of all or any portion of the Prior Bonds, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Act, does not constitute an endorsement to any prospective purchaser of the Bonds of the creditworthiness of Inova, or any of its affiliates, and, as required by the Act, the Bonds shall provide that neither the Commonwealth of Virginia, the County nor the Authority shall be obligated to pay the principal of, the redemption premium, if any, or the interest on the Bonds or other costs incident thereto except from the revenues and funds pledged therefor and neither the faith or credit nor the taxing power of the Commonwealth of Virginia, the County or the Authority shall be pledged thereto.

Section 4. The approval by the Board of the Plan of Financing, including the issuance by the Authority of the Bonds in one or more series, from time to time, and the refunding of all or a portion of the Prior Bonds as provided herein, does not constitute the granting of approval for purposes of, or the waiver or rights, or rights of approval, with respect to any other regulatory functions of the County concerning any of the facilities financed or refinanced with the proceeds of the Bonds that lie within the County, including but not limited to permits, zoning, and availability fees.

Section 5. This Resolution shall take effect immediately.

A Copy Teste:

_____

Catherine A. Chianese
Clerk to the Board of Supervisors

SERIES RESOLUTION OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA AUTHORIZING, AMONG OTHER THINGS, THE ISSUANCE OF INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA HEALTH CARE REVENUE BONDS (INOVA HEALTH SYSTEM PROJECT), SERIES 2012 TO BE ISSUED IN ONE OR MORE SERIES AND APPROVAL OF THE PLAN OF FINANCING

WHEREAS, the Industrial Development Authority of Fairfax County, Virginia (the "Authority") is a political subdivision of the Commonwealth of Virginia and is authorized under Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to enter into loan agreements, contracts, deeds and other instruments for the purpose of financing or refinancing certain facilities, including medical facilities and other facilities owned and operated or used by organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, to the end that the Authority may protect and promote the health and welfare of the inhabitants of the Commonwealth of Virginia, and to issue its revenue bonds for the purpose of carrying out any of its powers; and

WHEREAS, Inova Health Care Services ("Inova Health Care") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Fairfax Hospital ("Inova Fairfax Hospital"), Inova Fair Oaks Hospital ("Inova Fair Oaks Hospital") and Inova Mount Vernon Hospital ("Inova Mount Vernon Hospital") located in Fairfax County, Virginia; and

WHEREAS, Inova Alexandria Hospital ("Alexandria Hospital") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Alexandria Hospital ("Inova Alexandria Hospital") located in the City of Alexandria, Virginia; and

WHEREAS, Loudoun Hospital Center ("Inova Loudoun Hospital") is a private, nonstock corporation duly incorporated and validly existing under and by virtue of the laws of the Commonwealth of Virginia, which operates Inova Loudoun Hospital located in Loudoun County, Virginia; and

WHEREAS, Inova Health System Foundation ("Inova") is the controlling member of Inova Health Care, Inova Health System Services ("Services"), Inova Alexandria Health Services Corporation ("Alexandria Health Services"), Alexandria Hospital, and Inova Loudoun Hospital (collectively with Inova, the "Inova Obligated Group"); and

WHEREAS, the Authority has previously issued its Health Care Revenue Bonds (Inova Health System Project), Series 2009A, and Health Care Revenue Bonds (Inova Health System Project), Series 2010A-1 which are currently outstanding in the aggregate principal amount of $343,855,000 and $95,000,000, respectively (collectively, the "Prior Bonds"); and

WHEREAS, the Authority has been requested by Inova to approve a plan of financing and refinancing (the "Plan of Financing") which entails the issuance of its revenue bonds for the purpose of providing funds to undertake any or all of the following: (i) the construction of a 995,000 square foot addition, consisting of a medical/surgical patient tower and a facility dedicated to women's services, (ii) the construction of an addition to, and renovations of, the existing Inova Fairfax Hospital facilities, including renovation to the critical care wing, relocation of hospital services, relocation of the helipad, replacement of central mechanical, electrical, plumbing and air-handling systems, and construction and renovation related to redesigning traffic flow and parking, and (iii) replacement and upgrade of mechanical, electrical and plumbing systems including new air handling units, new water heating systems, new fire protection systems and related improvements; (b) finance and refinance at Inova Mount Vernon Hospital: (i) the construction, renovation and equipping of a new 69,550 square foot 40 bed patient tower, with capacity for 20 additional beds, operating rooms and shell space, and (ii) the renovation or replacement of the existing emergency department; (c) finance and refinance at Inova Fair Oaks Hospital: (i) the construction, renovation and equipping of all or a portion of a new 115,000 square foot medical office building to include physician offices, a conference center and cancer center and related improvements and parking, and (ii) the expansion of the surgery department including four operating rooms, space for registration, pre and post operative services, sterile processing and related surgical services; (d) finance and refinance the construction and equipping of a 230,000 square foot comprehensive cancer and research institute including a 1,000 car parking structure in Falls Church, Virginia; (e) finance and refinance the acquisition and installation of information system upgrades for clinical and revenue cycle functions; (f) finance or refinance at Inova Fairfax Hospital, Inova Fair Oaks Hospital or Inova Mount Vernon Hospital, all or a portion of routine or miscellaneous capital improvements, additions, renovations and equipment; (g) refund all or any portion of the Prior Bonds; (h) fund a debt service reserve fund for the Bonds; (i) finance a portion of interest accruing on the Bonds; and (j) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds; and

WHEREAS, the Board of Directors (the "Board") of the Authority has determined that the Plan of Financing and the issuance of its Health Care Revenue Bonds (Inova Health System Project) Series 2012 (the "Bonds") will accomplish the purposes of the Act and promote the safety, health, welfare, convenience and prosperity of the inhabitants of the Commonwealth of Virginia and Fairfax County and surrounding areas; and

WHEREAS, the Bonds are to be issued in two series, the Series 2012A Bonds at fixed interest rates (the "Series 2012A Bonds") and the Series 2012B Bonds at variable interest rates, as further described herein (the "Series 2012B Bonds"); and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia is required under federal and state law to approve the Plan of Financing and the issuance of the Bonds by the Authority; and

WHEREAS, there have been presented at this meeting draft copies of the following documents relating to the issuance of the Bonds:

(a) the Contract of Purchase, including the Letter of Representations of the Inova Obligated Group attached thereto (the "Series 2012A Contract of Purchase"), by and between the Authority and Morgan Stanley & Co. LLC., as representative of the purchasers referred to in the Contract of Purchase (collectively, the "Underwriters"), relating to the Series 2012A Bonds;

(b) the Contract of Purchase, including the Letter of Representations of the Inova Obligated Group attached thereto (the "Series 2012B Contract of Purchase and collectively with the Series 2012A Contract of Purchase and other contracts of purchase relating to additional series of Bonds authorized under this Series Resolution, the "Contracts of Purchase") by and between the Authority and the Underwriters, relating to the Series 2012B Bonds;

(c) the Trust Agreement, dated as of August 1, 2012 (the "Series 2012A Trust Agreement"), between the Authority and U.S. Bank National Association, as Bond Trustee (the "Bond Trustee"), securing the Series 2012A Bonds;

(d) the Trust Agreement, dated as of August 1, 2012 (the "Series 2012B Trust Agreement" and collectively with the Series 2012A Trust Agreement and other trust agreements relating to additional series of Bonds authorized under this Series Resolution, the "Trust Agreements"), between the Authority and the Bond Trustee, securing the Series 2012B Bonds;

(e) the Loan Agreement, dated as of August 1, 2012 (the "Series 2012A Loan Agreement"), between the Authority and Inova Health System Foundation ("Inova"), relating to the Series 2012A Bonds;

(f) the Loan Agreement, dated as of August 1, 2012 (the "Series 2012B Loan Agreement" and collectively with the Series 2012A Loan Agreement and other loan agreements relating to additional series of Bonds authorized under this Series Resolution, the "Loan Agreements"), between the Authority and Inova, relating to the Series 2012B Bonds; and

(g) one or more Preliminary Official Statements of the Authority in connection with the offering and sale of the Bonds (collectively, the "Preliminary Official Statement"); and collectively with the documents referred to in paragraphs (a) through (f) above, the "Financing Documents".

WHEREAS, the Authority has determined that adequate provision has been made for the payment of the principal and purchase price (if applicable) of, redemption premium, if any, and interest on the Bonds; and

WHEREAS, the Authority hereby finds that the use of the proceeds of the Bonds to finance and refinance the Project and refund the Prior Bonds will accomplish the public purposes set forth in the Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF FAIRFAX COUNTY, VIRGINIA DOES HEREBY RESOLVE, AS FOLLOWS:

Section 1. Capitalized words and terms used in this Series Resolution and not defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Trust Agreements or the Loan Agreements.

Section 2. Pursuant to the authority granted to it by the Act, the Authority hereby approves the Plan of Financing and hereby authorizes the issuance of the Bonds for the purpose of providing funds to (a) finance or refinance all or a portion of the cost of the Project, (b) provide for the refunding of all or any portion of the Prior Bonds; (c) fund a debt service reserve fund for the Bonds, if in the opinion of Inova at the time of the sale of the Bonds, a debt service reserve fund is warranted; (d) finance or refinance a portion of interest accruing on the Bonds during the construction period and a reasonable period thereafter; and (e) pay certain expenses incurred in connection with the authorization, issuance and sale of the Bonds.

The Bonds shall be issued as fully registered bonds in denominations permitted by the provisions of the Trust Agreements. The Bonds shall be issuable in book-entry form, as provided in the Trust Agreements. The Series 2012A Bonds shall bear interest at fixed rates of interest to their stated maturity or earlier redemption. Commencing on the date of their original delivery the Series 2012B Bonds shall bear interest in the Interest Rate Period determined pursuant to Section 4 of this Series Resolution. Thereafter, the Series 2012B Bonds may be converted to bear interest in other Interest Rate Periods, as provided in the Series 2012B Trust Agreement. Interest on the Bonds shall be payable on each Interest Payment Date, as provided in the Trust Agreements. Payments of principal of and interest on the Bonds shall be made by the Bond Trustee to the registered owners of the Bonds in such manner as is set forth in the Trust Agreements.

The Bonds are hereby authorized to be issued in multiple series bearing the series designation of the year of issuance and a letter designation.

Section 3. The Bonds shall be subject to optional, extraordinary optional and mandatory redemption, and the Series 2012B Bonds shall be subject to optional and mandatory tender for purchase at the times, upon the terms and conditions, and at the prices set forth in the Trust Agreements.

Section 4. The Board hereby delegates to the Chairman of the Authority or, in his absence, the Vice Chairman of the Authority, subject to the limitations and guidelines contained herein, the power to determine and carry out the following with respect to the Bonds:

(A) To determine the aggregate principal amount of the Bonds; the aggregate principal amount of all series of Bonds authorized hereunder for the purposes described in the preamble to this Series Resolution, not to exceed $825,000,000;

(B) To determine the maturities and maturity amounts of, and the Sinking Fund Requirements for, the Bonds, no such maturity to extend beyond December 31, 2052;

(C) To approve the sale of the Bonds in accordance with the provisions of Section 9 of this Series Resolution, provided that the purchase price for the Bonds shall not be less than ninety-seven percent (97.00%) of the par amount of the Bonds;

(D) To determine the initial Interest Rate Period for the Series 2012B Bonds and any other series of Bonds to be issued at a variable rate of interest; and

(E) To determine any other terms or provisions for the Bonds deemed advisable and not in conflict with the terms and provisions of this Series Resolution.

The execution and delivery of the Trust Agreements, the Loan Agreements, and the Contracts of Purchase, pursuant to Sections 6 and 7, respectively, of this Series Resolution, shall be conclusive evidence of the determinations or other actions taken by the Chairman of the Authority or, in his absence, the Vice-Chairman pursuant to the authority granted in this Series Resolution.

Section 5. The proceeds of the Bonds shall be applied as provided in Section 2.07 of the Trust Agreements and in a closing certificate of the Authority.

Section 6. The forms, terms and provisions of the Trust Agreements and the Loan Agreements are hereby approved in all respects, and the Chairman or Vice-Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to execute and deliver the Trust Agreements and the Loan Agreements in substantially the forms presented to this meeting, together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary or appropriate, including but not limited to changes, modifications and deletions necessary to incorporate the final terms of the Bonds as shall be set forth in the Contracts of Purchase; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 7. The form, terms and provisions of the Contracts of Purchase is hereby approved in all respects, and the Chairman or Vice-Chairman of the Authority is hereby authorized and directed to execute and deliver the Contracts of Purchase in substantially the forms presented to this meeting, together with such changes, modifications, insertions and deletions as the Chairman or Vice-Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 8. The forms of the Bonds set forth in the Trust Agreements is hereby approved in all respects, and the Chairman or Vice-Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to execute, by manual or facsimile signature, as provided in such forms of the Bonds, and to deliver to the Bond Trustee for authentication on behalf of the Authority, the Bonds in definitive form, which shall be in

substantially the forms presented to this meeting together with such changes, modifications and deletions as they, with the advice of counsel, may deem necessary, appropriate and consistent with the Trust Agreements; and such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the Authority.

Section 9. The Authority hereby approves the award of the Bonds to the Underwriters at a price of not less than ninety-seven percent (97.00%) of the principal amount of the Bonds, subject to the approval thereof by the Chairman of the Authority or, in his absence, the Vice-Chairman of the Authority.

Section 10. Upon their execution in the forms and manner set forth in the Trust Agreements, the Bonds shall be deposited with the Bond Trustee for authentication, and the Bond Trustee is hereby authorized and directed to authenticate the Bonds and, upon the due and valid execution of the Contracts of Purchase, the Trust Agreements, the Loan Agreements and the other Financing Documents, the Bond Trustee shall deliver the Bonds to the Underwriters against payment therefor, subject to the provisions of Section 2.07 of the Trust Agreements.

Section 11. The Preliminary Official Statement is hereby approved in the forms presented at this meeting, and the Chairman or Vice-Chairman is hereby authorized to execute, on behalf of the Authority, one or more Official Statements in substantially the form of the Preliminary Official Statement (collectively, the "Official Statement"), together with such changes, modifications and deletions as the Chairman or Vice-Chairman, with the advice of counsel, may deem necessary or appropriate; and such execution shall be conclusive evidence of the approval thereof by the Authority. The Authority hereby approves and authorizes the distribution and use of copies of the Preliminary Official Statement, the Official Statement, the Trust Agreements, the Loan Agreements and the other Financing Documents by the Underwriters in connection with such sale.

Section 12. U.S. Bank National Association, Richmond, Virginia, is hereby appointed Bond Trustee for the Bonds.

Section 13. The Depository Trust Company ("DTC"), New York, New York is hereby appointed as the initial Securities Depository for the Bonds, with Cede & Co., a nominee thereof, being the initial Securities Depository Nominee and initial registered owner of the Bonds.

Section 14. Charles R. Rainey, Jr., Chairman of the Authority, and Robert Surovell, Secretary of the Authority, are each hereby appointed an Authority Representative, with full power to carry out the duties set forth in the Trust Agreements and the Loan Agreements.

Section 15. The Chairman, the Vice-Chairman, the Secretary and any Assistant Secretary of the Authority are authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, certificates, undertakings, agreements, letters of instructions, tax regulatory agreements, escrow agreements, or other instruments, including any such documents, certificates, undertakings, agreements, letters of instructions, tax regulatory agreements, escrow agreements, or other instruments to be entered into by the Authority in connection with the issuance of the Bonds and the redemption or purchase of the Prior Bonds and the retirement and cancellation thereof, as

they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Trust Agreements, the Loan Agreements, the Contracts of Purchase and the Official Statement, and such execution and delivery shall be conclusive evidence of the authorization and approval thereof by the Authority.

Section 16. The Authority hereby recommends that the Board of Supervisors of Fairfax County, Virginia (the "Board") approve the Plan of Financing and the issuance of the Bonds.

Section 17. The Chairman or Vice-Chairman and the Secretary or any Assistant Secretary of the Authority are hereby authorized and directed to deliver to the Board (a) a reasonably detailed summary of the comments expressed at the public hearing held in connection with the Plan of Financing, and the issuance of the Bonds, (b) a fiscal impact statement concerning the Bonds in the form specified in Section 15.2-4907 of the Act and (c) a copy of this Series Resolution, which constitutes the recommendation of the Authority that the Board approve the Plan of Financing and the issuance of the Bonds.

Section 18. This Series Resolution shall take effect immediately upon its passage.

CERTIFICATE

The undersigned Chairman of the Industrial Development Authority of Fairfax County, Virginia (the "Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on July 2, 2012, in accordance with law, with a quorum present and acting throughout, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on the date hereof.

Dated: July 2, 2012

_____

Chairman of Industrial Development Authority
of Fairfax County, Virginia

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING*

Date: June 20, 2012

To the Board of Supervisors
of Fairfax County, Virginia

Applicant: Inova Health System Foundation and Affiliates
Facility:Health Care Facilities in Fairfax County, Including Refunding Bonds Related to Health Care Facilities In Fairfax County, Loudoun County and the City of Alexandria, Virginia

			Fairfax County	Loudoun County	City of Alexandria	Total All Jurisdictions
1.		Maximum amount of financing sought.				$825,000,000
2.		Estimated taxable value of the facility's real property to be constructed in the locality.	0	0	0	0
3.		Estimated real property tax per year using present tax rates.	0	0	0	0
4.		Estimated personal property tax per year using present tax rates.	0	0	0	0
5.		Estimated merchants' capital tax per year using present tax rates.	0	0	0	0
6.	(a)	Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	$28,940,781	0	0	$28,940,781
	(b)	Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	$50,003,167	0	0	$50,003,167
	(c)	Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	$23,707,279	0	0	$23,707,279
	(d)	Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	$44,015,439	0	0	$44,015,439
7.		Estimated number of regular employees on year round basis.	0	0	0	0
8.		Average annual salary per employee.	0	0	0	0

_____
Chairman, Industrial Development Authority
of Fairfax County, Virginia

* A portion of the proposed bond financing re-finances previously financed projects with approximately $440 million remaining for new projects. Incremental economic fiscal impact is anticipated through spending on the new projects over 3 years at the average amount per year noted above.

ACTION - 2

Approval of a Standard Project Administration Agreement with the Virginia Department of Transportation for the Development and Administration of the Georgetown Pike Trail (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 $366,680 in National Scenic Byway (NSB) Grant Program Funds allocated in the Transportation Equity Act for the 21st Century (TEA-21) administered by the U.S. Department of Transportation, Federal Highway Administration. Additional unspent NSB funds in the amount of $28,437 has been approved by VDOT for reassignment from the completed Georgetown Pike Trail – Route Feasibility Study (Project 0193-029-122; UPC 60339) to the Georgetown Pike Trail (Project 0193-029-123; UPC 60337). The required 20 percent Fairfax County matching contribution for these additional funds ($7,109) will come from Project ST-000005, Dranesville District Capital Project within Fund 303. The approval of the current reallocation of NSB funds will result in a total allocation of $395,117.

RECOMMENDATION:
The County Executive recommends the Board authorize the Director of 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 July 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 install 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 NSB Grant Funds approved for this project and the corresponding required County matching funds:

Task	VDOT National Scenic Byway Grant Contribution (80 Percent)	Fairfax County Contribution (20 Percent of Total Grant Amount)	Total Grant Amount
Prior Approved	$366,680	$91,670	$458,350
Project Administrative Agreement -Transfer of unspent funds from Project 0193-029-122; UPC 60339	28,437	7,109	35,546
Total	**$395,117**	**$98,779**	**$493,896**

A Project Administrative Agreement must be executed in order to expend the $28,437 in NSB funds as noted in the previous table. By executing this Project Administrative Agreement, the terms and conditions supersede the original Administrative Agreement dated September 4, 2003, and any/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 1,750 LF of trail improvements from Falls Chase Court to Utterback Store Road, i.e., the Kropp Property.

This additional $28,437 in NSB Grant Funds will be used to complete the construction of the Phase II portion of the Georgetown Pike Trail project.

FISCAL IMPACT:
Funding in the amount of $7,109 for the required 20 percent local match will be funded from Project ST-000005, Dranesville District Capital Project Fund 303, County Construction. Contingent upon the approval of the Agreement, funding appropriation in the amount of $28,437 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

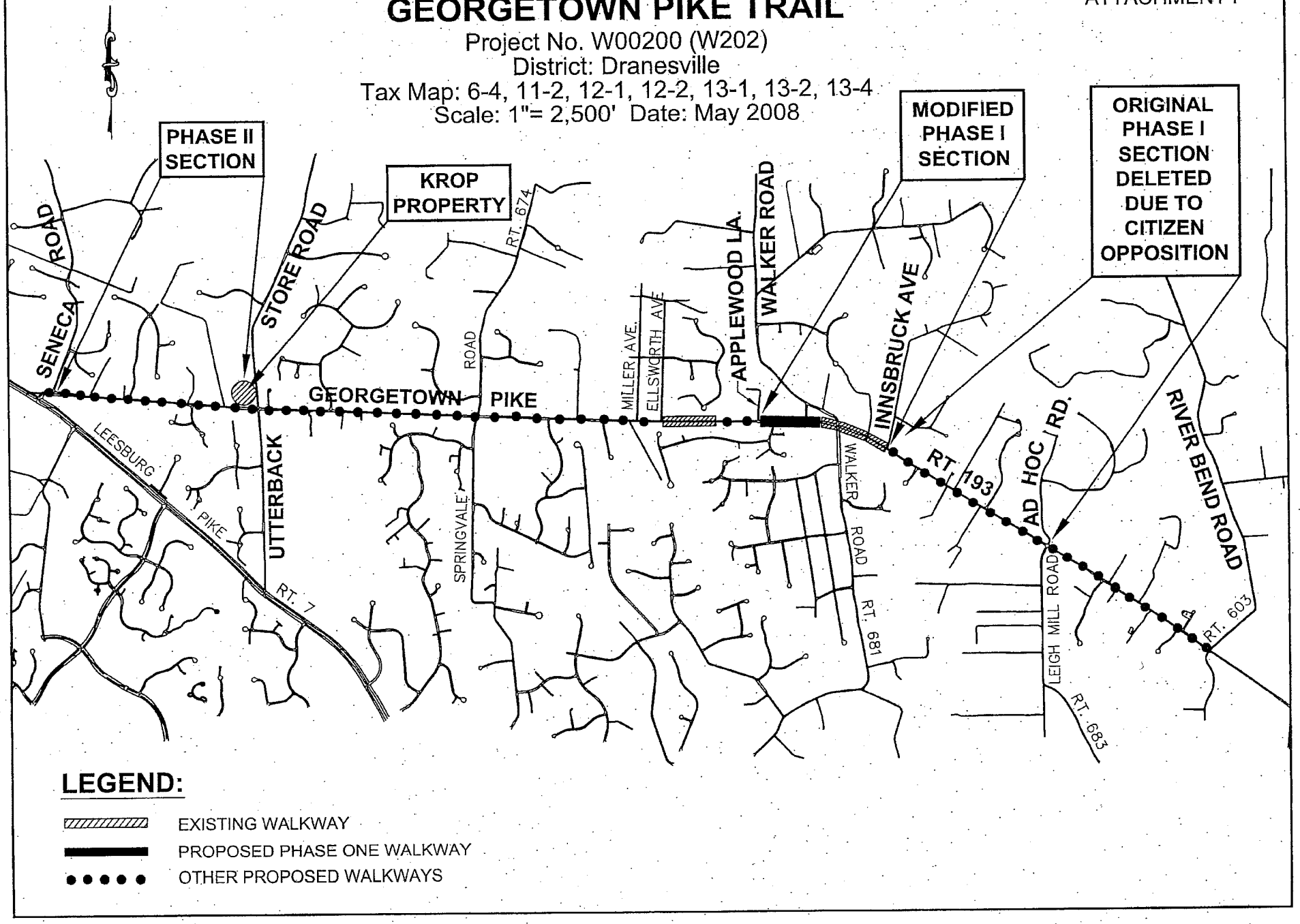
STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

THIS PAGE INTENTIONALLY LEFT BLANK

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



STANDARD PROJECT ADMINISTRATION AGREEMENT
Federal-aid Projects

Project Number	UPC	Local Government
0193-029-123, P101, R201	60337	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: 0193-029-123, P101, R201 UPC: 60337	**Locality: Fairfax County**
Locality DUNS Number: 074837626	**Locality Zip Code +4:** 22035-0052
Scope: Design and Right of Way phases for a pedestrian walkway along Georgetown Pike.	

Locality Project Manager Contact Info: Larry Popoola, Fairfax County Department of Public Works, 12000 Government Center Pkwy, Suite 449, Fairfax VA 22035 (703) 324-5037 Lawrence.Popoola@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	$225,000			
Right-of-Way & Utilities	$270,000			
Construction	$0			
Total Estimated Cost	$ 495,000	$493,896	$15,000	$380,117
Total Maximum Reimbursement by Locality to VDOT				N/A
Total Maximum Reimbursement by VDOT to Locality (may be reduced by eligible VDOT project expenses)				$395,117

A	B	C	D	E
Scenic Byway Funds (80%)	Local Match (20%)	Local Funds (100%)		Aggregate Allocations (A+B+C)
$395,117	$98,779	$1,104		$ 495,000

Program and Project Specific Funding Requirements

This Project Administrative Agreement (OAG approved 12/17/10) supercedes the original administrative agreement dated September 4, 2003.

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 Scenic Byway allocation amount.

Any ineligible items identified throughout project development will not be reimbursable.

This Appendix includes the transfer of $28,437 of unspent federal Scenic Byway funds from the completed project 0193-029-122 (UPC 60339) per the Northern VA Regional Commission's request dated January 24, 2012.

For Scenic Byway 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.

This attachment is certified and made an official attachment to this document by the parties of this agreement

Authorized Locality Official and date		VDOT 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, July 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 Standard 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 A. Chianese
Clerk to the Board of Supervisors

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ACTION – 3

Adoption of a Resolution Approving the Issuance by the Fairfax County Economic Development Authority of its Revenue Bonds for the Benefit of the Potomac School (Dranesville District)

ISSUE:
Board adoption of a resolution for the Fairfax County Economic Development Authority to issue revenue bonds up to $9,500,000 for the benefit of the Potomac School

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached resolution.

TIMING:
Board action is requested on July 10, 2012

BACKGROUND:
The Fairfax County Economic Development Authority has received a request from the Potomac School has requested that the Fairfax County Economic Development Authority ("Authority"), to issue up to $9,500,000 of its revenue bonds to assist in the financing of one or more of the following projects, located or to be located at the Applicant's main campus at 1301 Potomac School Road, McLean, Virginia 22101: (1) the refunding of debt incurred or reimbursement of expenditures made in connection with the acquisition of land, and the acquisition, construction, equipping and renovation of certain existing facilities of the Applicant; (2) the acquisition, construction and equipping of new facilities for the Applicant, including the Intermediate School improvements including one mechanical upgrade, demolition of an existing single story wing, construction of a new two-story wing with three classrooms, wider hallways, two tutoring multi-use rooms, small break-out spaces, a reception space, administrative office and dedicated gathering/assembly space for students of the Intermediate School. other capital expenditures of the Applicant; and (3) the funding of certain reserve funds, capitalized interest account and costs of issuance as may be necessary to the proposed issuance of the bonds (collectively, the "Project").

FISCAL IMPACT:
None

ENCLOSED DOCUMENTS:
Attachment 1 – Resolution of the Board of Supervisors
Attachment 2 – Certificate of Public Hearing with supporting documents
Attachment 3 – Fiscal Impact Statement

STAFF:
Gerald L. Gordon, Director, Fairfax County Economic Development Authority
Thomas O. Lawson, Counsel to Fairfax County Economic Development Authority

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF FAIRFAX, VIRGINIA

WHEREAS, the Fairfax County Economic Development Authority ("Authority"), has considered the application of The Potomac School ("School"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), requesting the issuance of the Authority's revenue bonds in an amount not to exceed $9,500,000 ("Bonds") to assist the School in financing or refinancing all or part of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at 1301 Potomac School Road, McLean, Virginia 22101: (i) converting the Dimick Auditorium area to approximately four new Intermediate School classrooms; (ii) completing certain upgrades throughout the Intermediate School, including mechanical upgrades; (iii) demolishing the existing single-story Intermediate School wing of the School's facilities; (iv) constructing a new two-story Intermediate School wing, which is expected to include approximately three classrooms, wider hallway and circulation space, two tutoring/multi-use rooms, small break-out spaces, Intermediate School reception space and administrative offices and dedicated Intermediate School gathering/assembly space; (v) purchasing certain equipment and furnishings, together with other property, real and personal, functionally related and subordinate to the foregoing; (vi) refinancing, in whole or in part, certain existing indebtedness, including a loan which originally financed all or a portion of the acquisition costs of real property and improvements located at 1300 Potomac School Road, McLean, Virginia 22101; and (vii) making certain expenditures associated with the Plan of Financing to the extent financeable including, without limitation, costs of issuance, credit enhancement costs and working capital;

WHEREAS, Section 147(f) of the Code provides that the governmental unit having jurisdiction over the issuer of private activity bonds and over the area in which any facility financed with the proceeds of private activity bonds is located must approve the issuance of the bonds;

WHEREAS, the Authority issues its bonds on behalf of the County of Fairfax, Virginia ("County"); the Plan of Financing concerns certain improvements located and to be located in the County; and the Board of Supervisors of the County of Fairfax, Virginia ("Board") constitutes the highest elected governmental unit of the County;

WHEREAS, the Authority has recommended that the Board approve the Plan of Financing and the issuance of the Bonds; and

WHEREAS, a copy of the Authority's resolution approving the Plan of Financing and the issuance of the Bonds, subject to the terms to be agreed upon, a certificate of the public hearing and a Fiscal Impact Statement have been filed with the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF FAIRFAX, VIRGINIA:

The Board approves the Plan of Financing and the issuance of the Bonds by the Authority for the benefit of the School, as required by Section 147(f) of the Code and Section l5.2-4906 of the Code of Virginia of 1950, as amended ("Virginia Code").

The approval of the Plan of Financing and the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Plan of Financing or the School.

This resolution is intended to constitute the approval of a plan of financing as referenced in Temporary Income Tax Regulations Section 5f.103-2(f)(1)(ii).

This resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of the County of Fairfax, Virginia this ____ day of _____, 2012.

_____

Catherine A. Chianese, Clerk to the Board of Supervisors

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority (the "Authority") certifies as follows:

1. A meeting of the Authority was duly called and held on June 19, 2012, at 6:00 p.m. at 8300 Boone Boulevard, Suite 450 in Vienna, Virginia, pursuant to proper notice given to each Commissioner of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chairman announced the commencement of a public hearing on the application of the Potomac School, and that a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in the County of Fairfax, Virginia (the "Notice"), with the second publication appearing not less than seven days nor more than twenty-one days prior to the original hearing date. A certified copy of the Notice has been filed with the minutes of the Authority and is attached.

3. A summary of the statements made at the public hearing is attached.

4. Attached is a true, correct and complete copy of a resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Commissioners present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this 20th day of June, 2012.

Chairman, Fairfax County Economic Development Authority

[SEAL]

Exhibits:
Proof of Publication
Summary of Statements
Resolution

The Examiner.
WASHINGTON

PROOF OF PUBLICATION

I, Alicia Willis, of The Washington Examiner, (Virginia Edition) a newspaper in the area of Virginia, published in the English language and located in the Virginia area, and entered in a newspaper of record according to the Laws and Regulations of the United States of America for 52 successive weeks or more prior to the issue of June 12, 2012 certify that the notice of:

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND PLAN OF FINANCING BYFAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

For McGuire Woods LLP

Attached hereto has been published on June 5, 12, 2012

Alicia Willis

June 12, 2012

KATHY HARGIS SCHAFFHAUSER
NOTARY PUBLIC
REG # 7503178
COMMISSION EXPIRES 2/28/2015
COMMONWEALTH OF VIRGINIA

Advertisement #: 734947
End Date: June 12, 2012
Run Dates: June 5, 12, 2012

NOTICE OF PUBLIC HEARING ON PROPOSED REV
FINANCING BYFAIRFAX COUNTY ECONOMIC DE
AUTHORITY
McGuire Woods LLP

NOTICE OF PUBLIC HEARING ON PROPOSED REVENUE BOND PLAN OF FINANCING BYFAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

Notice is hereby given that the Fairfax County Economic Development Authority (the "Authority") will hold a public hearing on the application of The Potomac School (the "School"), an organization which is described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The School has requested the Authority to issue up to $9,500,000 of its revenue bonds at one time or from time to time to assist the School in financing or refinancing all or part of the costs of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at 1301 Potomac School Road, McLean, Virginia 22101: (i) converting the Dimick Auditorium area to approximately four new Intermediate School classrooms; (ii) completing certain upgrades throughout the Intermediate School, including mechanical upgrades; (iii) demolishing the existing single-story Intermediate School wing of the School's facilities; (iv) constructing a new two-story Intermediate School wing, which is expected to include approximately three classrooms, wider hallway and circulation space, two tutoring/multi-use rooms, small break-out spaces, Intermediate School reception space and administrative offices and dedicated Intermediate School gathering/assembly space; (v) purchasing certain equipment and furnishings, together with other property, real and personal, functionally related and subordinate to the fore-

Official Court Document
Retain For Your Records
DO NOT DISCARD

1015 15th Street NW, Suite 500, Washington, DC 20005 • 6850 Versar Center 3rd floor, Springfield, VA 22151
202.459.4923 phone • 202.903.2018 fax

Summary of Statements

Representatives of The Potomac School appeared before the Authority to explain the proposed plan of financing. No one appeared in opposition to the proposed bond issue.

\39937762.1

RESOLUTION OF THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
AUTHORIZING THE ISSUANCE OF UP TO $9,500,000
REVENUE BONDS PURSUANT TO THE PLAN OF FINANCING OF
THE POTOMAC SCHOOL

WHEREAS, the Fairfax County Economic Development Authority, a political subdivision of the Commonwealth of Virginia ("Authority"), is empowered by the Acts of Assembly, 1964, Ch. 643, pg. 975, as amended ("Act"), to issue its revenue bonds for, among other purposes, the financing of (i) facilities for private, accredited and nonprofit institutions of elementary or secondary education whose primary purpose is to provide elementary or secondary education and not to provide religious training or theological education and (ii) the financing of facilities for use by organizations (other than organizations organized and operated exclusively for religious purposes) that are described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"), and are exempt from federal income taxation pursuant to Section 501(a) of the Code;

WHEREAS, the Authority has received a request from The Potomac School ("School"), an organization which is not organized exclusively for religious purposes and is described in Section 501(c)(3) of the Code, requesting that the Authority issue its revenue bonds to assist the School in financing or refinancing all or part of the costs of the following plan of financing (collectively, the "Plan of Financing") for the benefit of the School and its campus located at 1301 Potomac School Road, McLean, Virginia 22101: (i) converting the Dimick Auditorium area to approximately four new Intermediate School classrooms; (ii) completing certain upgrades throughout the Intermediate School, including mechanical upgrades; (iii) demolishing the existing single-story Intermediate School wing of the School's facilities; (iv) constructing a new two-story Intermediate School wing, which is expected to include approximately three classrooms, wider hallway and circulation space, two tutoring/multi-use rooms, small break-out spaces, Intermediate School reception space and administrative offices and dedicated Intermediate School gathering/assembly space; (v) purchasing certain equipment and furnishings, together with other property, real and personal, functionally related and subordinate to the foregoing; (vi) refinancing, in whole or in part, certain existing indebtedness, including a loan which originally financed all or a portion of the acquisition costs of real property and improvements located at 1300 Potomac School Road, McLean, Virginia 22101; and (vii) making certain expenditures associated with the Plan of Financing to the extent financeable including, without limitation, costs of issuance, credit enhancement costs and working capital;

WHEREAS, such assistance will benefit the inhabitants of the County of Fairfax, Virginia and the Commonwealth of Virginia by protecting and promoting their health and welfare;

WHEREAS, the Plan of Financing has been described to the Authority and a public hearing has been held as required by Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, the School has represented that the estimated cost of the Plan of Financing and all expenses of issue will require an issue of revenue bonds in the aggregate principal amount not to exceed $9,500,000.

NOW, THEREFORE, BE IT RESOLVED BY THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY:

1. It is hereby found and determined that the School's Plan of Financing will be in the public interest and will protect and promote the health and welfare of the Commonwealth of Virginia, the County of Fairfax, Virginia and their citizens.

2. The Authority hereby agrees to assist the School in its Plan of Financing by undertaking the issuance of its revenue bonds in an amount not to exceed $9,500,000 upon terms and conditions mutually agreeable to the Authority and the School. The bonds will be issued pursuant to documents satisfactory to the Authority. The bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the School's Plan of Financing, the Authority agrees that the School may proceed with its Plan of Financing, enter into contracts for land, construction, materials and equipment for the Plan of Financing, and take such other steps as it may deem appropriate in connection therewith, provided, however, that nothing in this resolution shall be deemed to authorize the School to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection therewith. The Authority agrees that the School may be reimbursed from the proceeds of the bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. All costs and expenses in connection with the Plan of Financing, including the fees and expenses of bond counsel and Authority counsel, shall be paid by the School or, to the extent permitted by applicable law, from the proceeds of the bonds. If for any reason such bonds are not issued, it is understood that all such expenses shall be paid by the School and that the Authority shall have no responsibility therefor.

5. In adopting this resolution the Authority intends to take "official action" toward the issuance of the bonds and to evidence its "official intent" to reimburse from the proceeds of the bonds any expenditures paid by the School pursuant to the Plan of Financing before the issuance of the bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

6. The Authority recommends that the Board of Supervisors of the County of Fairfax, Virginia, approve the School's Plan of Financing and the issuance of the bonds.

7. No bonds may be issued pursuant to this resolution until such time as the issuance of the bonds has been approved by the Board of Supervisors of the County of Fairfax, Virginia.

8. This resolution shall take effect immediately upon its adoption.

CERTIFICATE

The undersigned Secretary of the Fairfax County Economic Development Authority ("Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Commissioners of the Authority present and voting at a meeting duly called and held on June 19, 2012, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 19th day of June 2012.

Secretary, Fairfax County Economic Development Authority

[SEAL]

FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING

Date: June 19, 2012

To the Board of Supervisors
of the County of Fairfax, Virginia

Applicant: The Potomac School
Facility: Independent, accredited and non-profit school with grades kindergarten through 12

1.	Maximum amount of financing sought.	$ 9,500,000
2.	Estimated taxable value of the facility's real property to be constructed in the locality.	$ 0
3.	Estimated real property tax per year using present tax rates.	$ 0
4.	Estimated personal property tax per year using present tax rates.	$ 0
5.	Estimated merchants' capital tax per year using present tax rates.	$ 0
6. (a)	Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality.	$13,606,000
(b)	Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality.	$ 9,805,000
(c)	Estimated dollar value per year of services that will be purchased from Virginia companies within the locality.	$ 308,000
(d)	Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality.	$ 848,000
7.	Estimated number of regular employees on year round basis.	258
8.	Average annual salary per employee.	$ 61,166

Chairman, Fairfax County Economic Development Authority

Board Agenda Item
July 10, 2012

ACTION - 4

Authorization for the County Executive to Sign the Memorandum of Agreement Relative to the Widening of U.S. Route 1 (Richmond Highway) from Telegraph Road to Mount Vernon Memorial Highway (Mount Vernon District)

ISSUE:
Board authorization for the County Executive to sign the Memorandum of Agreement (MOA) among the Federal Highway Administration; U.S. Army Garrison Fort Belvoir, Virginia Department of Transportation, and County of Fairfax, Virginia, relative to widening of U.S. Route 1 (Richmond Highway) between Telegraph Road and Mount Vernon Memorial Highway.

RECOMMENDATION:
The County Executive recommends that the Board authorize him to sign the MOA among the Federal Highway Administration; U.S. Army Garrison Fort Belvoir, Virginia Department of Transportation, and County of Fairfax, Virginia, relative to widening of U.S. Route 1 (Richmond Highway), substantially as shown in Attachment 1.

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

BACKGROUND:
In November 2011, the County was successful in obtaining an invitation to make formal application for $180 million in federal funding for transportation improvements to improve patient access to the new Fort Belvoir Community Hospital, constructed as one of the recommendations of BRAC 2005. Improvements to Route 1 are proposed beginning south of the Telegraph Road intersection with U.S. Route 1 (located 1.6 miles south of Fairfax County Parkway intersection with U.S. Route 1) and continue north to the intersection of new Mulligan Road (Old Mill Road) with U.S. Route 1 and Mount Vernon Memorial Highway, totaling approximately 3.4 miles of roadway. Proposed improvements include, but are not limited to, construction and/or widening from four lanes to six lanes, construction of left and right turn lanes at intersecting roadways, reservation of a median to accommodate future transit, pedestrian and bicycle improvements, traffic signalization, utilities and drainage improvements, and other associated improvements. In addition, the project includes improvements on Telegraph Road from the intersection of Route 1 to Whernside Street to accommodate turning movements proposed at the intersection of Route 1 and Telegraph Road. The project

will be implemented as a Design-Build project, administered by the Federal Highway Administration, Eastern Federal Lands Division.

The MOA was prepared jointly by the parties to the agreement, specifies the roles and responsibilities of each party during implementation of the project, and has been reviewed by counsels from each of the signing parties. Action by the Commonwealth Transportation Board was taken on June 20, 2012, authorizing the Commissioner to enter into the MOA,, with such additions and changes as necessary for the execution of the Route 1 widening project.

FISCAL IMPACT:
On July 13, 2009, the Board approved $3 million in County commercial and industrial tax funding for design of the Richmond Highway widening (Mulligan Road / Route 235 South to Fairfax County Parkway tentatively set as project limits).

On May 11, 2010, the Board approved a project agreement for the environmental analysis and documentation of roadway improvements on Richmond Highway (Mount Vernon District) by the Federal Highway Administration in substantial form, including $750,000 in commercial and industrial property tax funding for all the activities related to the coordination and preparation of federal environmental documentation, with the stipulation that staff request reimbursement of the $750,000 when the federal funding is awarded.

On July 13, 2011, the Board authorized staff to apply for a grant for transportation projects associated with improving the access to Fort Belvoir and the new community hospital.

On November 1, 2011, the Department of Defense Office of Economic Adjustment (OEA) announced that Fairfax County had submitted a successful proposal and would be invited to apply for $180 million in funding for the design and construction of the Widening of Route 1 from Telegraph Road to Mount Vernon Memorial Highway in the Mount Vernon District. No matching funding is required for this award.

On June 15, 2012, Fairfax County staff submitted a formal application for funding in the amount of $180 million from OEA. Among the required application materials was a copy of the MOA presented in this Action. On approval, funding will be transferred directly from DoD to FHWA under a separate federal interagency agreement. FHWA will administer the project. As specified in the MOA, County staff will continue to be involved in management and oversight of the project. Through September 2013, funding to support county involvement in the project will be provided by DoD through the BRAC Grant for Operational Support. After September 2013, the MOA provides that

county staff involvement in the project will be funded through project funds by submitting reimbursement requests to FHWA.

ENCLOSED DOCUMENT:
Attachment 1 Memorandum of Agreement (MOA) Relative to U.S. Route 1 (Richmond Highway) Widening from Telegraph Road to Mount Vernon Memorial Highway without attachments. Full copy of MOU delivered to Board members under separate cover and available at the Office of the Clerk to the Board of Supervisors.

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

THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT NO.

MEMORANDUM OF AGREEMENT

AMONG

THE DEPARTMENT OF THE ARMY

AND

THE DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

AND

THE COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF TRANSPORTATION

AND

THE COUNTY OF FAIRFAX, VIRGINIA

FOR THE DESIGN AND
CONSTRUCTION OF TRANSPORTATION IMPROVEMENTS ON
FORT BELVOIR AND U.S. ROUTE 1
BETWEEN
TELEGRAPH ROAD & MOUNT VERNON MEMORIAL HIGHWAY

IN

FAIRFAX COUNTY, VIRGINIA

THIS MEMORANDUM OF AGREEMENT (Agreement) is made as of the date of the final signature below by and among the following (each a Party, and collectively the Parties): the United States of America, acting by and through the Department of the Army (Army), the Department of Transportation's Federal Highway Administration (FHWA) acting by and through the Federal Highway Administration Eastern Federal Lands Highway Division; the Commonwealth of Virginia (Commonwealth), acting by and through the Virginia Department of Transportation (VDOT); and the County of Fairfax, Virginia (County).

RECITALS

WHEREAS, the County and VDOT pursued Department of Defense Office of Economic Adjustment (DoD) funding for transportation improvements that are necessary to improve patient access to the new Fort Belvoir Community Hospital, constructed under the 2005 Defense Base Closure and Realignment (BRAC 2005); and

WHEREAS, DoD has invited the County to apply for funding in the amount not to exceed $180 million for the design and construction of improvements to Route 1 as described in Appendix A, to improve patient access to the new Fort Belvoir Community Hospital constructed under BRAC 2005 (the Project); and

WHEREAS, upon approval of the application for funding by the County, DoD funding not to exceed $180 million for the design and construction of the Project will be provided directly from DoD to FHWA, in accordance with an Interagency Agreement, to administer the Project at the request of the County; and

WHEREAS, the Project constitutes improvements to approximately 3.5 miles of Route 1 from Telegraph Road to Mount Vernon Memorial Highway, which may include widening the roadway from four lanes to six lanes, provision of pedestrian and bicycle improvements, and preservation of a corridor for future transit; and

WHEREAS, the County, DoD, and VDOT have agreed that FHWA Eastern Federal Lands Highway Division, using funds provided by DoD, will design and construct the Project in accordance with VDOT and FHWA road construction standards and specifications; and

WHEREAS, FHWA, VDOT, and the County have agreed to cooperate in acquiring title to property not owned by the Army but necessary for construction of the Project and shall permit FHWA such access as needed for roadway construction through acquisition of rights-of-way or rights-of-entry; and

WHEREAS, it is the intent of the FHWA to award a design-build (D-B) contract to construct the Project; and

WHEREAS, if all proposals exceed available project funds, the Parties will jointly seek additional funding prior to award of the contract, jointly agree to phase the project based upon available project funds prior to the notice to proceed, or award on a phase or option of a contract, such phasing of the Project being subject to DoD review and concurrence; and

WHEREAS, as it is the expectation of the Parties that all obligations of the Parties arising under this Agreement will be fully funded, the Parties agree to seek sufficient funding through their budgetary processes to fulfill their obligations under this Agreement. Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the Army or the FHWA to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations. Nothing in this agreement shall be construed as binding the Commonwealth or VDOT to expend any sum in excess of appropriations made by the Virginia General Assembly and allocations made by the Commonwealth Transportation Board for the purposes of this Agreement. Nothing in this agreement shall be construed as binding the County to expend any sum in excess of appropriations made by the Fairfax County Board of Supervisors for the purposes of this Agreement; and

WHEREAS, the Army is authorized to enter into this Agreement pursuant to 10 U.S.C. § 3001 *et seq.* and is the agency with administrative jurisdiction, custody, and control over Fort Belvoir; and

WHEREAS, 23 U.S.C. § 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other federal or state cooperating agencies; and

WHEREAS, the FHWA will be the lead federal agency with administrative, financial, and project implementation and management oversight of the Project and shall administer the project on behalf of DoD, the County, and VDOT; and

WHEREAS, the Commissioner of Highways, acting pursuant to the decision of the Commonwealth Transportation Board, is authorized to enter into this Agreement pursuant to §§ 33.1-12 and 33.1-13 of the Code of Virginia. VDOT is the state agency with administrative oversight, maintenance, and jurisdictional authority for the Project once the Project is completed and accepted into the systems of state highways; and

WHEREAS, in recognition of the participation of the County in this project, including, but not limited to, the County's voluntary commitments to advance up to $3 million for the Environmental Documentation and Preliminary Engineering now underway and to fund all activity on the Project until such time as the $180 million is transferred from DoD to FHWA, the Parties to this MOA agree that in return the County

shall have the right to approve any project related improvements prior to construction of such improvements in consultation with the FHWA, the Army and VDOT; and

WHEREAS, on August 26, 2010, the Army and the Commonwealth executed an Agreement entitled "Memorandum of Agreement between the Department of the Army and the Commonwealth of Virginia Department of Transportation for Construction of Roadway Improvements at the Intersections of Pohick Road and Belvoir Road with Richmond Highway/Route 1 and Construction of a New Five-Lane Bridge on Gunston Road Over Richmond Highway/Route 1 and Construction of the Route 1 Widening Project," which specified, among other things, the existing easements previously granted to VDOT by the Army for the construction, operation, and maintenance of Route 1, and the easement to be granted to VDOT by the Army for this Project to widen Route 1;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I: SCOPE OF WORK

A. The Army agrees to:

1. Assign and designate an individual as the Project point of contact so that all communication regarding the design and construction of the Project will be coordinated through such person;

2. The designation of the FHWA as the lead agency for compliance with § 106 of the National Historic Preservation Act (16 U.S.C. § 470s) in accordance with 36 CFR § 800.2(a)(2);

3. To the extent authorized by law, participate in a Congestion Management Plan developed for the Northern Virginia Region by FHWA, or its designee, in cooperation with VDOT and the County, to address traffic congestion caused by the construction of transportation projects in the region;

4. Do the following:

   a. Prior to beginning construction and prior to the conveyance of an interest (easement) in Fort Belvoir property to the Commonwealth:

      i. Perform all environmental investigations, property assessments, and studies for munitions and explosives of concern (MEC), munitions constituents (MC) (collectively MEC/MC), releases of petroleum, or any hazardous substance on the Project right-of-way or land owned by the Army (Army Land) that are necessary to complete the Project as specified in the approved plan , or

modifications thereto, as required under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. § 9601 *et seq.)* and other applicable federal and state laws and regulations. The Army will provide the reports of these investigations, assessments, or studies to FHWA, VDOT, and the County;

ii. To perform environmental response to any discovery or release of MEC/MC and releases of petroleum or any hazardous substances on the Project right-of-way or on Army Land as required under CERCLA and other applicable federal and state laws and regulations as necessary for completion of design, construction, maintenance, and operation of the Project in accordance with the Project schedule; and

iii. If the FHWA takes response action for discoveries or release of hazardous materials on the Army Land, the Army shall be responsible for reimbursement for those costs. Any reimbursement must be based on an auditable accounting.

b. During construction or after conveyance of the interest in property to the Commonwealth, for discoveries of MEC/MC, and Army releases of petroleum or any hazardous substances, whether on or off Army Land:

i. Upon any notification of discovery of a discovery or release of MEC/MC, and any Army releases of petroleum or any hazardous substances, the Parties agree to immediately confer to determine the scope of any investigation and the requisite response action; and

ii. The Army will perform timely response and remediation in accordance with CERCLA and other applicable federal and state laws and regulations; or

iii. Should the Parties deem it more feasible and practical, the FHWA, in coordination with the Army, may take all response action as required under CERCLA and other applicable federal and state laws and regulations. The Army shall bear the cost of any such response action. Reimbursement must be based on an auditable accounting.

5. Convey to the Commonwealth an interest in property (easement) necessary for the maintenance and operation of the completed Project;

6. When required by the issuer of the permit, and in conjunction with the FHWA, VDOT, and the County, fulfill the obligations as "owner" of Army Land for obtaining any environmental permits, regulatory clearances, or approvals necessary under applicable federal, state, or local law or regulation for construction of the Project;

7. Make Army-required modifications or additions subject to the approval of FHWA, VDOT, and the County in accordance with applicable American Association of State Highway and Transportation Official (AASHTO) and VDOT standards, regulations, and guides, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, current edition, as amended;

8. Participate in decisions associated with improvements to Army land or where Army interests are involved, including, but not limited to, the relocation and establishment of new alignments of Route 1 and related secondary roads and utilities as necessary to implement the Project;

9. As a cooperating agency, participate in National Environmental Policy Act (NEPA) studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other Project activities as applicable;

10. Cooperate in the FHWA's activities as necessary to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval processes, and assist the FHWA in obtaining permits and rights-of-entry for the Project;

11. Assist with the relocation of Army-owned utilities and non-Army owned utilities that are on Army land;

12. Participate in all design and construction field reviews and other project development activities and milestones on Army property in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the Project, as applicable;

13. Conduct its required processes and activities in accordance with this Project concurrent and in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the Project; and

14. Participate in the final inspection of the constructed facility.

B. The FHWA agrees to:

1. Assign and designate a Project point of contact for the Project so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

2. Provide full federal oversight for the Project;

3. Prepare a Financial Plan that shall: (i) address all transfers and expenditures of all funds; (ii) include funding sources and yearly needs in order to complete the Project with the goal of acceptance of the Project into the Commonwealth's system of highways by 2017; and (iii) be updated annually. Within 90 days of the completion of each phase of design or construction, as requested for that phase, the FHWA will provide the DoD, VDOT, and the County an auditable accounting of all funds expended for that phase;

4. Expeditiously proceed with the environmental review process. The funding for this activity has been provided under separate agreement between the County and FHWA;

5. Procure a D-B contractor in accordance with the following:

    a. FHWA will conduct a two-part process to secure a D-B contractor with the first step being a Request for Qualifications (RFQ), and the second step being a Request for Proposal (RFP) from firms deemed qualified through the RFQ process;

    b. Prior to issuance of either the D-B RFQ or the D-B RFP, FHWA will convene a meeting to review proposed documents and solicit input from VDOT, the County, and the Army in the form of written comments. FHWA will incorporate comments by VDOT and the County into the RFQ and RFP as appropriate;

    c. FHWA will conduct review and selection of qualified contractors based on responses to the RFQ. At least one representative of VDOT and one representative of the County will participate as voting members in the selection process;

    d. FHWA will conduct review and selection of the D-B Contractor based on responses to the RFP. At least one representative of VDOT and one representative of the County will participate as voting members in the selection process; and

e. Complete the design and construction for the Project in accordance with applicable AASHTO and VDOT standards and guides and specifications in cooperation with VDOT and the County.

6. Do the following:

a. Prior to beginning construction on any portion of the Project off Army Land:

i. Perform all environmental investigations, property assessments, or studies for MEC/MC, petroleum, or any hazardous substances on all properties located off Army Land that are necessary to complete the Project as specified in the approved plan, as required under CERCLA and other applicable federal and state laws and regulations and as appropriate under the standards of environmental due diligence. Provide copies of the reports of these investigations, assessments, or studies, along with any recommendations to VDOT and the County prior to commencement of right-of-way acquisition;

ii. Perform environmental response to discoveries or releases of MEC/MC, and to releases of petroleum or any hazardous substances, as required under CERCLA and other applicable federal and state laws and regulations on the properties located off Army Land required for the completion of the design and construction of the Project. This obligation does not apply if a release of MEC/MC, petroleum, or hazardous substance off Army Land has been caused by the Army. In that event, the Army is responsible for response and remediation under section A(4)(b) of this Agreement. If, as permitted by subsection A(4)(b)(iii) of this Agreement, environmental response is conducted by the FHWA, FHWA agrees to perform such response;

iii. Perform asbestos inspection, demolition, and abatement in or on any structure or fixture located on or off Army Land as necessary for the construction of the Project, as required by applicable federal or state law and regulations; and

iv. The costs of investigation, assessment, study, and response required by this paragraph shall be paid from Project funds.

b. During construction:

i. Notify the Army, VDOT, the County, and, in accordance with state and federal law, appropriate state and federal agencies upon discoveries or releases of MEC/MC, and release of petroleum or any hazardous substances during the course of construction. Provide VDOT and the County with a description of remediation/disposal activities undertaken to address such MEC/MC, and release of petroleum or any hazardous substances;

ii. For a discovery or release of MEC/MC, and for a release of petroleum or any hazardous substances off Army Land, not caused by the Army, then the FHWA shall take all response action as required under CERCLA and other applicable federal and state laws and regulations;

iii. For discovery or release of MEC/MC, and for a release of petroleum or any hazardous substances caused by the Army, coordinate with the Army all required response activities required by CERCLA and other applicable federal and state laws and regulations. Provide plans for required waste management and remediation activities to VDOT and the County for review. If the FHWA takes response action for contamination on off-Army Land property caused by the Army, the Army shall be responsible for reimbursement for those costs. Any reimbursement must be based on an auditable accounting;

iv. Except as otherwise provided in this document, for properties located off-Army Land, if agreed to by VDOT and the County, FHWA shall take all response action related to discoveries or releases of MEC/MC, releases of petroleum or any hazardous substances, abatement of asbestos, and demolition of any structures or fixtures existing on the off-Army Land properties. If the FHWA takes response action, Project funds shall be utilized for reimbursement for those costs. Any reimbursement must be based on an auditable accounting; and

v. Perform any asbestos and/or lead-based paint inspections and abatement as required by federal, state, and local laws and regulations for any structures present on or off-Army Land properties, and demolish such structures as required for the construction of the Project. The costs for such inspection, abatement, and demolition will be paid out of Project funds.

7. Obtain written comments and concurrence from the Parties for the following activities and/or products:

a. RFQ and RFP (for D-B contract);

b. Design reviews as appropriate for design-build;

c. Plan changes—including plans, specifications, and estimates;

d. Schedules and schedule updates;

e. Budget and budget updates;

f. Completed construction project; and

g. Contract modifications.

8. Prepare and provide plans and plats for the acquisition of right-of-way by VDOT;

9. Coordinate with utility owners and the other Parties to the Agreement, prepare utility relocation plans, obtain utility agreements, and relocate utilities as required for the Project. FWHA shall prepare deeds and plats as required for transfer of easements for County-owned utilities (sanitary sewer, water, storm water);

10. Apply for and obtain all required environmental permits, including for compensatory mitigation, and approvals in coordination with Army, VDOT, and the County as required;

11. Award Project contracts in accordance with federal procurement laws and regulations;

12. Conduct and document the final inspection, with the other Parties to the Agreement in attendance, and provide final inspection documentation;

13. Provide as-built plans to the Parties to the Agreement;

14. Prepare a deed, a metes and bounds description, and survey plat of the interest in property to be conveyed to the Commonwealth. Mark all property corners with permanent survey markers;

15. Be responsible for the administrative settlement or adjudication of claims arising from contracts awarded by the FHWA and covered by this Agreement in accordance with the Federal Acquisition Regulation and the Transportation Acquisition Manual and subject to the availability of Project funds. Settlements shall be subject to VDOT and County approval when settlement would be paid out of Project funds;

16. Prepare monthly written status reports on the Project for all Parties;

17. Hold regular meetings with all Parties on the Project regarding the status of the Project. Include all Parties in the partnering meetings with the Contractor;

18. Allow VDOT and the County, or its consultants, access to the Project throughout the procurement, design, right-of-way acquisition, and construction process and to participate in field reviews, onsite inspections, and records reviews and to monitor the entire process;

19. Prepare and submit detailed monthly performance and financial reports for DoD as required by inter-agency agreement for eligible Project expenditures as outlined in this Agreement. Include all necessary documentation required by the Interagency Agreement for Project funds Transfer between DoD and FHWA. Provide copies of all submissions to VDOT and the County;

20. Provide DoD, VDOT, and the County all design and other work performed by FHWA or its contractor on the Project which have been paid with Project funds in the event that FHWA does not award contracts for the construction of the Project;

21. Design future replacement of the existing railroad transit corridor bridge with a bridge consistent with the Real Property Master Plan Digest, Fort Belvoir Virginia, dated December 2009, which requires "Conversion of the abandoned railway into a transit corridor—either as BRT or light-rail system to connect to Franconia-Springfield Metrorail Station and VRE Station." At the time of design, FHWA will coordinate with Fort Belvoir to determine if a more recent Master Plan information is available, and shall use the latest Fort Belvoir adopted Master Plan to prepare a Type, Size, and Location design for the bridge;

22. Administer contract modifications using the following procedure:

    a. All potential contract modifications will be evaluated for impacts to scope (design and construction), cost, schedule, and risk, using a standard form to be established by FHWA;

    b. Contract modifications will be reviewed and approved by all Parties (Army, FHWA, VDOT, and County for Army property; FHWA, VDOT, and County for non-Army property) before direction is given to the designer of record and/or the contractor to implement changes;

    c. FHWA shall maintain a log of all contract modifications from the date of approval of the design documents through completion of the Project; and

d. Project changes will be evaluated on individual and aggregate basis to maintain Project budget and schedule.

23. Prepare and maintain a Project schedule throughout the project. Prepare an initial schedule for review and approval by the Parties and, on approval, establish baseline. Provide monthly updates of the Project schedule with explanations for variations in planned activities. The schedule shall be developed prior to contract award and shall include consideration of interim milestones that could allow portions of the project to be completed in advance to provide incremental improvements in capacity and/or functionality during construction;

24. Manage risk using a process by which FHWA, in cooperation with VDOT and the County, will identify, score, and rank risks to the Project. The risk register shall be developed to include the risk, comment and mitigation, probability, impact, and risk score, defined as the product of the probability and the impact. The risk register shall be sorted with the greatest risk listed first with others listed in decreasing order based on risk score. FHWA shall develop risk mitigations simultaneously with current activities to ensure project progress based on evaluation of level of risk, cost of mitigation, and other factors as appropriate. The risk register will be reviewed monthly at the regular progress meetings and probability and impacts re-evaluated as necessary;

25. Enter into a separate Federal-Aid Project Agreement (PR-2) with VDOT to provide funding to complete tasks that are assigned to VDOT in this Agreement;

26. Enter into a separate Federal-Aid Project Agreement with the County to provide funding to complete tasks that are assigned to the County in this Agreement;

27. In accordance with VDOT's Road and Bridge Standards and the Project D-B RFP, maintain, or cause to be maintained, all Project facilities constructed within VDOT right-of-way or easement until accepted by VDOT;

28. Conduct, to the extent reasonably possible, its construction on roadways in such a manner so as to not unreasonably disrupt the movement of pedestrian and vehicular traffic. The FHWA will maintain access to operating businesses to the extent permitted by construction based on approved plans;

29. Install signs and associated structures, pavement markings, lighting and barricades in accordance with plans approved by VDOT and County in compliance with all applicable standards and requirements used by VDOT and County, including but not limited to: the most current respective edition of the Manual on Uniform Traffic Control Devices (MUTCD), Virginia Work Area Protection Manual, VDOT Northern Virginia District Traffic Engineering Design Guidelines for Traffic Control Devices, VDOT Road and Bridge Specification,

and VDOT Road and Bridge Standards. FHWA shall be responsible for maintaining the items installed until accepted by VDOT for maintenance;

30. Conduct and document the final inspection, with the other Parties to the Agreement in attendance, and provide final inspection documentation after obtaining written concurrence of the other Parties;

31. Provide special provisions and notice of restrictions to its contractors that are acceptable to VDOT for roads maintained by VDOT that are affected by the Project. These shall be listed as performance requirements in the construction contract documents and will serve as the basis for the traffic maintenance (control) plans prepared prior to the issuance of VDOT land use permits;

32. Provide all right-of-way services for the Project and include in the scope of services to be provided by the D-B contractor all right-of-way services required to complete the Project. Through the D-B contractor, provide all necessary right-of-way functions and activities to acquire Project right-of-way both on-Army Land and off-Army Land. Services shall be provided in accordance with the provisions of "Appendix B: Right-of-Way Acquisition by Design-Builder;"

    a. Any property remaining as residue parcels after completion of design and acquisition shall be deeded to the Parties to the Agreement or adjacent owners as mutually agreed by the Parties to the Agreement. Residue parcels shall be used, in order of priority:

        i. To provide for Project requirements (storm water management, access, utilities, etc.),

        ii. To provide permanent space for maintenance of improvements constructed by the Project,

        iii. To reduce Project Cost by offsetting impacts to property owners whose property was either given or taken in order to complete the Project, or

        iv. Other Reasons

C. VDOT agrees to:

1. Assign and designate a Project point of contact so that all communication regarding the design and construction of the Project will be coordinated and managed through such person;

2. Enter into a separate Federal-Aid Project Agreement (PR-2) with FHWA to receive funding to complete tasks that are assigned to VDOT in this Agreement;

3. Coordinate with FHWA and its contractors on all right-of-way services for the Project:

    a. Provide support, in coordination with FHWA, for all necessary right-of-way functions and activities by FHWA to acquire Project right-of-way both on-Army Land and off-Army Land required for the construction of the Project. Review federal lands transfer and/or right-of-way and/or easement documents for both federal and non-federal lands as applicable. Plans, plats, and metes and bounds descriptions will be provided by FHWA. Review and approve documents required for right-of-way acquisition including, but not limited to, rights-of-entry, title reports, appraisals, owner/tenant relocations, property owner negotiations, property closings, and preparation of Certificates of Take. In the event a property owner is not willing to convey property for the Project, execute condemnation packages prepared by FHWA including filing with the circuit court any Certificates of Take. Review all subsequent Agreement After Certificates. VDOT will pursue cases requiring court action with assistance from the FHWA and its contractor, until final case resolution;

    b. VDOT will either assign VDOT staff to work on the Route 1 Widening Project, or will hire a contractor to represent VDOT to work on the Route 1 Widening Project. This staff or contractor will serve as VDOT's Route 1 right of way Coordinator, and will manage the right-of-way services contractor and coordinate all right-of-way functions and activities to maintain project schedule and clear right-of-way for construction. Expenses for VDOT's staff and/or Route 1 R/W Coordinator will be paid for using Project funds;

    c. The VDOT Route 1 right of way Coordinator will coordinate with the County's R/W coordinator to determine what, if any, proffers may exist within the project limits that would result in the dedication of right-of-way to the project, rather than purchase or take;

    d. Coordinate with FHWA and the County to establish objectives for negotiation;

    e. For those properties deemed necessary to be acquired through the power of eminent domain, prepare, review, and approve condemnation packages and execute condemnation. Record the appropriate Certificate of Deposit or Certificate of Take. Assign cases to fee counsel approved by the Office of the Attorney General, Commonwealth of Virginia, review and approve

invoices, and provide copies of all invoices to FHWA and the County. Approved invoices provided to FHWA for payment will be paid within 30 days of receipt from Project funds;

f. Provide written monthly progress reports to FHWA and the County detailing the status of condemnation proceedings including impacts to schedule and cost;

g. Any property remaining as residue parcels after completion of design and acquisition shall be deeded to the Parties to the Agreement or adjacent owners as mutually agreed by the Parties to the Agreement. Residue parcels shall be used, in order of priority:

    i. To provide for Project requirements (storm water management, access, utilities, etc.);

    ii. To provide permanent space for maintenance of improvements constructed by the Project;

    iii. To reduce Project cost by offsetting impacts to property owners whose property was either given or taken in order to complete the Project; or

    iv. Other reasons.

h. Grant read-only access to FHWA and the County, and grant full access to the design-builder, to VDOT's Right of Way and Utilities Management System (RUMS) to manage and track the acquisition process. Training in the use of RUMS and technical assistance will be provided by VDOT.

4. Participate in all design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable;

5. When required by the issuer of the permit, and in conjunction with the FHWA, fulfill the obligations as “owner” of the off-Army Land property for obtaining any environmental permits, regulatory clearances, or approvals necessary under applicable federal, state, or local law or regulation for construction of the Project on off-Army Land property;

6. After approval of Project construction plans, and upon receipt of complete permit applications from the FHWA, issue land use permits for access necessary for construction on the off-Army Land parcels;

7. If the completed Project improvements, or any phase of independent utility, meet VDOT standards and specifications, approve the Project, or any phase of independent utility within 60 days of its completion;

8. Within 90 days of approval of the completed Project, or any phase of independent utility, and upon receipt of the metes and bounds description, accept an interest in property (in the form of an easement) in order to allow VDOT to operate and maintain the completed Project, or any phase of independent utility, and initiate the acceptance of the road as part of the systems of state highways to be maintained by VDOT;

9. Regulate and control future access connections to Route 1 through review and approval of proposed future connections to ensure that the roadway continues to operate in a manner acceptable to VDOT and the County;

10. Issue land use permits or provide easements as appropriate for utilities under or across Route 1 and connecting to adjacent properties as required for the development of the Project. FHWA or its designee will coordinate with VDOT and the County to ensure agreement on location of the facilities and the method of construction;

11. Participate in the final inspection of the constructed Project; and

12. Upon FHWA completion of environmental cleanup obligations as stipulated herein and when VDOT has certified that the completed Project meets or exceeds VDOT and FHWA requirements and standards in order to allow VDOT to approve, operate, and maintain the completed Project, accept conveyance of an interest in property (a roadway easement) (hereinafter "an interest in property") as necessary to operate and maintain the roadway; and initiate the acceptance of the road as part of the systems of state highways to be maintained by VDOT.

D. The County agrees to:

1. Assign and designate a Project point of contact for the project so that all communication regarding the Project will be coordinated and managed through such person;

2. FHWA administering design and construction of the Project;

3. FHWA designing and constructing modifications or additions to the Project, which are beyond the design of the approved plan. All required modifications or additions will be subject to the approval of the Army (for Army property), FHWA, VDOT, and the County in accordance with applicable American Association of State Highway and Transportation Officials (AASHTO) and

VDOT standards, regulations and guides, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, current edition, as amended;

4. Enter into a separate Federal-Aid Project Agreement (PR-2) with FHWA to receive funding to complete tasks that are assigned to the County in this Agreement;

5. Act as a cooperating agency and be responsible for guiding decisions associated with improvements to County land or where County interests are involved, including but not limited to the relocation and establishment of new alignments of Route 1 and related secondary roads, and utilities as necessary to implement the Project;

6. Cooperatively participate in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other project activities as applicable;

7. Approve the final designs for all improvements related to County-owned facilities when the final designs are satisfactory to the County;

8. Cooperate in the FHWA's activities as necessary to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval processes, and assist the FHWA in obtaining permits for the Project;

9. Review and provide comments on the utility relocation plans and assist with the relocation of County-owned utilities;

10. Participate in all design and construction field reviews and other project development activities and milestones as applicable;

11. Cooperate in applicable project activities, including right-of-way acquisition, in accordance with the Project Management Plan, to ensure satisfactory completion of the project;

12. Conduct its required processes and activities in accordance with this project concurrent and in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the project subject to appropriations made by the Board of Supervisors of Fairfax County, Virginia, in its sole discretion; and

13. Participate in the final inspection of the constructed facility.

ARTICLE II: DESCRIPTION OF THE CONVEYANCE

A. The interest in property to be conveyed to the Commonwealth lies generally along the existing alignment of Route 1 between Telegraph Road and Mount Vernon Memorial Highway. Existing Route 1 is generally within an existing 80' wide easement. The proposed improvements will be contained within a 148' wide base easement, with additional easement granted for intersection turn lanes, slopes, utilities, drainage improvements, etc., which alignment is located both on Army land and privately held land.

B. Both the Army and private land owners shall convey the interest in property to the Commonwealth by a good and sufficient deed in a form agreed upon in good faith by the Parties.

C. The interest in property conveyed to the Commonwealth shall be subject to the following encumbrances:

1. Existing easements, reservations, and restrictions of record;

2. Institutional controls, conditions, notices, reservations, or restrictions necessary to ensure the health, welfare, and safety of the public or protection of the environment; provided that in imposing any conditions and restrictions, the Army shall make a good faith effort to use reasonable means, without significant additional cost to the Army, to avoid and/or minimize interference with VDOT's operation and maintenance of the roadway;

3. Existing building or zoning laws, as applicable; and

4. Land use permits as appropriate for utilities under or across Route 1 at the time of the conveyance.

D. In exercising its rights and authorities under this Agreement or any easements, reservations, restrictions, or encumbrances existing, reserved, or requested by the Army pursuant to this Agreement and/or the deed conveying an interest in property, the Army will notify and consult with VDOT to minimize interference with roadway operation or maintenance.

E. The Parties acknowledge that conveyance to the Commonwealth of an interest in property through the Army Land has been determined by VDOT to be necessary to complete the widening of Route 1. The Parties further acknowledge that the final "on-the-ground" alignment of the Project may differ somewhat from the alignment contemplated in the preliminary drawings available at the time of this Agreement. Accordingly, to ensure that the minimal area needed to support long-term operation and maintenance of the has been conveyed to the Commonwealth,

the Parties agree to collaboratively review and determine whether a boundary adjustment of the parcel in which the interest in property is to be conveyed is practicable and warranted. Such review will be conducted after construction of the Project is completed but prior to conveyance of the interest in property. Agreed upon adjustments to the boundary will be reflected in the Deed.

F. The interest in the Property is to be conveyed in accordance with 10 USC 2668 for use as a highway and related purposes. The Commonwealth, for itself and its successors and assigns, covenants and agrees that the use of the interest in property across the Army Land shall be limited to use for highway, transit, and related purposes. These uses may include, if agreed to, other transportation demand- related improvements.

ARTICLE III: NOTICES

Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered personally, including by messenger or a nationally recognized overnight delivery service, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by courier, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or by messenger or two business days after deposit in the mails, if mailed. A Party may change its address for receipt of notices by service of notice of such change in accordance herewith.

If to the Army:

Garrison Commander
Headquarters, United States Army Garrison, Fort Belvoir
9820 Flagler Road, Suite 213
Fort Belvoir, VA 22060-5928
Phone: 703-805-2052

With a copy to:

William L. Sanders
Director of Public Works
U.S. Army Garrison
9430 Jackson Loop, Suite 100
(Building 1442)
Fort Belvoir, VA 22060-5130
Phone: 703-806-3017

Email: Bill.Sanders1@us.army.mil

If to FHWA:

Melisa Ridenour, PE
Division Engineer
Department of Transportation
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, Virginia 20166
Phone: (703) 404-6201
Fax: (571) 434-1599
email: melisa.ridenour@dot.gov

With a copy to:

Mr. Robert Morris
Senior Project Manager
Department of Transportation
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, Virginia 20166
Phone: (703) 404-6302
Fax: (703) 404-6217
email: robert.morris@dot.gov

If to VDOT:

Mal Kerley
Chief Engineer
Virginia Department of Transportation
1401 East Broad Street
Richmond, VA 23219
Phone: 804-786-4798
Email: Mal.Kerley@vdot.virginia.gov
With a copy to:

Tom Fahrney
Commonwealth BRAC Coordinator

Virginia Department of Transportation
4975 Alliance Drive
Fairfax, VA 22030
Phone: 703-259-2381
Email: Tom.Fahrney@vdot.virginia.gov

If to the County:

Tom Biesiadny
Director, Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033
Phone: (703) 877-5663
Fax: (703) 877-5723
email: tom.biesiadny@fairfaxcounty.gov

With a copy to:

Laura Miller
County BRAC Coordinator
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, VA 22033
Phone: (703) 877-5686
Fax: (703) 877-5723
email: laura.miller@fairfaxcounty.gov

ARTICLE IV: GENERAL TERMS AND CONDITIONS

A. No part of the Project funds shall be used by FHWA to pay for the following:

1. Unless otherwise agreed to by the Parties in writing, design or construction of the Project to a standard less than the preferred alternative resulting from the NEPA process, generally as shown in the Fairfax County Comprehensive Plan;

2. Installation of new utilities or other improvements, including related right-of-way costs, for the development of Army Land by the Army;

3. Costs incurred as a result of discovery or releases of hazardous substances, petroleum, or MEC/MC on the Army Land including, but not limited to, Army response costs, contractor delay claims, contractor work order claims,

or any re-design costs of the Project necessary to avoid or mitigate discovery of such materials;

4. Relocation or modification of groundwater monitoring wells or any other remedial monitoring device installed on the Army Land within the Project right-of-way;

5. Costs incurred as result of the discovery or releases of hazardous substances, petroleum, or MEC/MC off of Army Land but caused by the Army, the FHWA, or their contractors; and

6. Payment of contractor claims for delay determined by the FHWA or a Court of competent jurisdiction to be the result of an act or omission or the result of events under the control of the FHWA.

B. This Agreement contains the entire agreement and understanding of the Parties, and may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by all of the Parties.

C. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.

D. The headings and captions herein are inserted for convenient reference only and the same shall not limit or construe the articles, paragraphs, sections, or subsections to which they apply or otherwise affect the interpretation thereof.

E. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

F. Nothing set out in this Agreement shall constitute a waiver of the Parties' rights to seek any and all damages to the extent authorized by law, nor shall anything in this Agreement limit any defenses that the Parties may have with respect to such claims for damages.

G. Nothing in this Agreement shall be construed as creating any rights of enforcement by any person or entity that is not a Party hereto, nor any rights, interest, or third party beneficiary status for any entity or person other than the Parties hereto.

H. Unless otherwise expressly provided herein, terms used in this Agreement are defined as they are in CERCLA or in regulations promulgated under CERCLA and shall have the meaning assigned to them in CERCLA or in such regulations.

I. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against any Party.

J. All Parties will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation related to this Agreement; and to participate in all meetings and field reviews.

K. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties, which approval shall not be unreasonably withheld.

L. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by the law. All claims shall be processed pursuant to applicable governing law.

M. Any claim filed alleging an injury during the performance of this Agreement, which may be traced to a Party, shall be received and processed by the Party having responsibility for the particular injury-causing condition, under the law that governs such Party.

N. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.

O. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this

Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.

P. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

Q. The Parties will abide by the provisions of 18 U.S.C. § 1913 (Lobbying with Appropriated Monies).

R. Contracts entered into by any federal agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.

S. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

T. Because the interest in property conveyed to the Commonwealth will be an easement, the Parties to this Agreement shall take all necessary acts to ensure the Commonwealth obtains concurrent jurisdiction over the Project on the Army Land upon approval of the Project by VDOT as part of the process of accepting the roadway into the systems of state highways for operation and maintenance by VDOT. This requirement is not applicable to the conveyance of a fee simple interest.

ARTICLE V: FUNDING LIMITATIONS

It is the expectation of the Parties to this Agreement that all obligations of the Army, FHWA, VDOT, and the County arising under this Agreement will be fully funded. The Parties agree to seek sufficient funding through the budgetary process to fulfill their obligations under this Agreement.

The obligation of the Army and the FHWA to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriated funds, and nothing in this Agreement shall be interpreted to require obligations or payments by the Army or the FHWA in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

VDOT's obligation to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriations by the Virginia General Assembly and allocations by the Commonwealth Transportation Board.

The County's obligation to expend, pay, or reimburse any funds under this Agreement is subject to the availability of appropriations by the Fairfax County Board of Supervisors, such appropriations to be made or not in the sole discretion of the Board of Supervisors.

ARTICLE VI: DISBURSEMENT OF FUNDS

A. DoD funds (in aggregate up to $180 million) will be provided directly from the DoD Office of Economic Adjustment to FHWA in accordance with an Interagency Agreement for use on the Project. All funds and activities are subject to the requirements of Title 23 and standard Federal-aid procedures.

B. FHWA and its contractors shall make direct payments of benefits to property owners for negotiated settlements, relocation benefits, and payments to be deposited with the court. VDOT will process vouchers and issue State Warrants for all payments and send to the FHWA and its contractors, who will be responsible for disbursement and providing indefeasible title to VDOT.

C. VDOT will be reimbursed for costs in connection with the Project through FHWA's Rapid Approval and State Payment System in accordance with standard Federal-Aid procedures from federal funds provided directly to FHWA for activities such as cooperative participation in FHWA's efforts to obtain necessary environmental and historical clearances and permits and to implement treatment measures, acquisition of right-of-way, roadway abandonment, and acceptance activities on the Project.

D. For the initial request for funds, or if additional federal funds are needed by VDOT for project activities from funds provided to FHWA, VDOT will prepare, execute, and forward a Project Agreement, PR-2 to request funding for applicable work activities, including a schedule and costs, to FHWA and the County for review and approval. FHWA will authorize and execute the project amount based on the PR-2. VDOT may invoice the FHWA under normal FHWA current billing procedures as work progresses for reimbursement. The PR-2 may also be modified as necessary to cover abandonment and acceptance activities. The VDOT will submit a monthly progress report to FHWA and the County describing the activities performed and expenses billed. Upon completion of the applicable project activities, the Project Agreement, PR-2 will be modified and closed.

E. The County currently receives federal aid in the form of a grant from DoD to mitigate impacts from BRAC 2005 relocations within the County. It is expected that the DoD grant will cover County costs associated with the development of the Project. In the event the DoD grant does not cover the County's cost for its cooperative participation in the project, the County will be reimbursed for costs in connection with the Project in accordance with standard federal aid procedures

from federal funds directly allocated to FHWA for activities such as cooperative participation in FHWA's efforts to obtain necessary environmental and historical clearances and permits and to implement treatment measures, acquisition of right-of-way, roadway abandonment and acceptance activities on the Project. At the request of FHWA, the County will direct that remaining federal aid funds be de-allocated and returned to FHWA and reallocated by the FHWA for design or construction of the Project.

F. For the initial request for funds, or if additional federal funds are needed by the County for project activities from funds provided to FHWA, the County will prepare, execute, and forward a Project Agreement to request funding for applicable work activities, including a schedule and costs, to FHWA and VDOT for review and approval. FHWA will authorize and execute the project amount based on the submittal. The County may invoice the FHWA under normal FHWA current billing procedures as work progresses for reimbursement. The County will submit a monthly progress report to FHWA and VDOT describing the activities performed and expenses billed. Upon completion of the applicable project activities, the Project Agreement, PR-2 (or similar document) will be modified and closed.

ARTICLE VII: DISPUTE RESOLUTION

Any dispute between the Parties that cannot be resolved by the Project point of contacts shall be formally presented in writing to the Chief Engineer of VDOT, the Garrison Commander for Fort Belvoir, the Division Engineer for EFLHD-FHWA, and the Director of the Fairfax County Department of Transportation for review and resolution. Any resolution of the dispute shall be reduced to writing signed by the reviewers.

If the dispute cannot be resolved by the second level of review, then the matter may be presented to the Commissioner of Highways, the Assistant Secretary of the Army (Installations and Environment), the Administrator of the FHWA, and the County Executive of Fairfax County.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their signatures below.

UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

By: _____ _____
Date

Memorandum of Agreement
Design and Construction of Route 1 Improvements
Between Telegraph Road & Mount Vernon Memorial Highway
Fairfax County, Virginia

UNITED STATES OF AMERICA
FEDERAL HIGHWAY ADMINISTRATION

By**:** _____ _____
Date

COMMONWEALTH OF VIRGINIA
DEPARMENT OF TRANSPORTATION

By: _____ _____
Date

FAIRFAX COUNTY

By**:** _____ _____
Date

Board Agenda Item
July 10, 2012

ACTION - 5

Changes to the Fairfax County Purchasing Resolution

ISSUE:
Board of Supervisors' approval of changes to the Fairfax County Purchasing Resolution.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the changes outlined below to the Fairfax County Purchasing Resolution, to become effective on July 10, 2012. These proposed changes incorporate modifications resulting from legislation enacted during the 2012 session of the Virginia General Assembly and one administrative change recommended by staff.

TIMING:
Routine.

BACKGROUND:
The Board of Supervisors adopted the current version of the Fairfax County Purchasing Resolution on June 21, 2011. During the 2012 session of the General Assembly, six bills were approved relating to procurement and/or contracts. Of this number, two bills enacted into law either modified a mandatory section of the Virginia Public Procurement Act (VPPA) or included changes recommended by staff. The remaining bills affected state agencies only or did not have any impact on Fairfax County. Staff recommends one administrative amendment to the Purchasing Resolution:

Code Changes

1. House Bill 945, Code of Virginia §2.2-4337, raises from $250,000 to $350,000 the contract amount for which performance and payment bonds are required on transportation-related projects partially or wholly funded by the Commonwealth. The Code further provides that for such projects valued in excess of $250,000 but less than $350,000, the payment and performance bond may only be waived by a public body if the bid is accompanied by evidence that a surety company has declined an application from the contractor for a performance or payment bond.

2. House Bill 1222, Code of Virginia §2.2-4301 and §2.2-4344, definition of employment services organizations. Updates outdated language

referring to sheltered workshops by replacing that term with "employment services organizations." The bill defines employment services organizations. The bill also replaces the term "handicapped" with "individuals with disabilities."

Administrative Changes

1. Contractual Disputes: Change the term that identifies the party that renders a decision on a contract claim from “public body” to “County Purchasing Agent.” This change is a clarification intended to make the term used to identify the County Purchasing Agent, consistent with the language used in the remainder of the provision.

The text changes proposed in the Resolution are presented in “track changes” format and legislative references are provided in the right margin in Attachment I. These changes have been coordinated with the Department of Public Works and Environmental Services, the Department of Housing and Community Development, the Fairfax County Park Authority, the Department of Transportation, Fairfax County Public Schools, and the Office of the County Attorney.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I - Revised Fairfax County Purchasing Resolution

STAFF:
Susan Datta, Chief Financial Officer and Director, Department of Management and Budget
Cathy A. Muse, Director, Department of Purchasing and Supply Management

Fairfax County

Purchasing Resolution

July ~~1, 2011~~10, 2012

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 1 2
GENERAL PROVISIONS 2
Section 1. Title. 2
Section 2. Organization. 2
Section 3. Exceptions. 2
Section 4. Rules and Regulations. 5
Section 5. Cooperative Procurement. 5
Section 6. Definitions. ..... 6~~5~~
Article 2 12
PURCHASING POLICIES 12
Section 1. General 12
Section 2. Methods of Procurement. 13
Section 3. Exceptions to the Requirement for Competitive Procurement. 22
Section 4. General Purchasing Provisions. 24
Section 5. Compliance with Conditions on Federal Grants or Contract. 34
Section 6. Audit by the County. 34
Section 7. HIPAA Compliance. 34
Article 3 36
CONSTRUCTION CONTRACTING 36
Section 1. Authority 36
Section 2. Rules and Regulations 37
Section 3. Definitions ..... 38~~37~~
Section 4. Purchasing Policies 38
Section 5. Methods of Procurement 40
Section 6. Prequalification, Bonds, Escrow Accounts 42
Article 4 ..... 51~~50~~
BIDDER/CONTRACTOR REMEDIES ..... 51~~50~~
Section 1. Ineligibility. ..... 51~~50~~
Section 2. Appeal of Denial of Withdrawal of Bid. ..... 52~~51~~
Section 3. Appeal of Determination of Nonresponsibility. ..... 53~~52~~
Section 4. Protest of Award or Decision to Award. ..... 53~~52~~
Section 5. Contractual Disputes. ..... 54~~53~~
Section 6. Legal Action. ..... 55~~54~~
Article 5 ..... 56~~55~~
ETHICS IN COUNTY CONTRACTING ..... 56~~55~~
Section 1. General. ..... 56~~55~~
Section 3. Disclosure of Subsequent Employment. ..... 57~~56~~
Section 4. Gifts. ..... 57~~56~~
Section 5. Kickbacks. ..... 57~~56~~
Section 6. Purchase of Building Materials, etc., from Architect or Engineer Prohibited. ..... 58~~57~~
Section 7. Certification of Compliance; Penalty for False Statements. ..... 58~~57~~
Section 8. Misrepresentations. ..... 58~~57~~
Section 9. Penalty for Violation. ..... 59~~58~~

Adopted by the Fairfax County Board of Supervisors on June 21, 2011

Section 10. Personal Conflicts of Interest ..... 59~~58~~
Article 6 ..... 60~~59~~
SUPPLY MANAGEMENT ..... 60~~59~~
Section 1. Item Identification. ..... 60~~59~~
Section 2. County Consolidated Warehouse ..... 60~~59~~
Section 3. Inventory Accountability ..... 60~~59~~
Section 4. Consumable Inventory Management ..... 61~~59~~
Section 5. Accountable Equipment Inventory Management ..... 61~~60~~
Section 6. Excess and Surplus Property and Inventory. ..... 61~~60~~
Section 7. Donations ..... 62~~61~~

FAIRFAX COUNTY PURCHASING RESOLUTION

WHEREAS, a central purchasing system is authorized by §15.2-1543 of the Code of Virginia, and is thus a part of the Urban County Executive Form of Government adopted by Fairfax County in 1951; and

WHEREAS, the Board of County Supervisors is dedicated to securing high quality goods and services at reasonable cost while ensuring that all purchasing actions be conducted in a fair and impartial manner with no impropriety or appearance thereof, that all qualified vendors have access to County business and that no offeror be arbitrarily or capriciously excluded, that procurement procedures involve openness and administrative efficiency, and that the maximum feasible degree of competition is achieved; and

WHEREAS, the Code of Virginia, §2.2-4300 through §2.2-4377 (as amended), enunciate the public policies pertaining to governmental procurement from nongovernmental sources by public bodies which may or may not result in monetary consideration for either party, which sections shall be known as the Virginia Public Procurement Act; and

WHEREAS, the Code of Virginia, §15.2-1236 (as amended) requires all purchases of and contracts for supplies, materials, equipment and contractual services shall be in accordance with Chapter 43 of Title 2.2 of the Code of Virginia; and

WHEREAS, the Code of Virginia, §2.2-4343 (as amended) allows implementation of the Virginia Public Procurement Act by ordinance, resolutions, or regulations consistent with this Act by a public body empowered by law to undertake the activities described by the Act: and

WHEREAS, the Code of Virginia, §15.2-1543, empowers the Board of Supervisors to employ a County Purchasing Agent and set his duties as prescribed by the Code of Virginia, §15.2-831, §15.2-1233 through §15.2-1240, and §15.2-1543;

THEREFORE BE IT RESOLVED that this resolution prescribes the basic policies for the conduct of all purchasing in Fairfax County (except as otherwise stipulated herein) to take effect immediately upon passage, as follows:

FAIRFAX COUNTY PURCHASING RESOLUTION

Article 1

GENERAL PROVISIONS

Section 1. Title.

This resolution shall be known as the Fairfax County Purchasing Resolution.

Section 2. Organization.

A. The Department of Purchasing and Supply Management is a staff activity of the Fairfax County government, operating under the direction and supervision of the County Executive.

B. The Director of the Department of Purchasing and Supply Management shall be the County Purchasing Agent who shall have general supervision of the Department. The Purchasing Agent shall be appointed by the Board of County Supervisors upon recommendation of the County Executive.

C. The primary duty of the County Purchasing Agent is to carry out the principles of modern central purchasing and supply management in accordance with applicable laws and regulations and with generally accepted professional standards in such a manner as to insure the maximum efficiency of governmental operation, and to give to County taxpayers the benefit in savings that such accepted business procedures are known to produce.

Section 3. Exceptions.

A. The procurement of architectural, engineering and related consultant services for construction projects and the contracting for construction projects are excluded from the duties of the County Purchasing Agent for the organizations as specified below:

1. **The Department of Public Works and Environmental Services, pursuant to §15.2-834 of the Code of Virginia, the Board of Supervisors' Resolution dated September 18, 1968, and this Resolution, shall be responsible for Fairfax County construction projects and related architectural, engineering and consultant services. The Director, Department of Public Works and Environmental Services or his designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.**

2. **The Fairfax County Public School Board shall be responsible for construction, related architectural and engineering services, related consulting services, maintenance, repair and related services in connection with building, furnishing equipping, renovating, maintaining, and operating the buildings and property of the school division in accordance with §22.1-79 of the Code of Virginia. The school division's Superintendent or his designee shall have the same authority as the County Purchasing Agent to execute and administer contracts. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.**

3. **The Fairfax County Park Authority shall be responsible for Fairfax County Park Authority capital construction and related architectural and engineering services per §15.2-5704 of the Code of Virginia and Board of Supervisors' Resolution dated April 6, 1981, governing the relationship of the Fairfax County Park Authority and Fairfax County. The Director of the Park Authority or his designee shall have the same authority of as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County Park Authority in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution.**

4. **The Department of Housing and Community Development shall be responsible for capital construction and related architectural and engineering services for all programs and projects administered by the Department on behalf of either the Redevelopment and Housing Authority per §36-19 of the**

Code of Virginia or the Fairfax County Board of Supervisors, including contracts per §36-49.1:1 to carry out blight abatement. The Director of the Department of Housing and Community Development or his designee shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Department of Housing and Community Development in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution.

5. **The Department of Transportation, pursuant to §33.1-75.3 of the Code of Virginia, and this Resolution, may be responsible for the purpose of constructing or improving highways, including curbs, gutters, drainageways, sound barriers, sidewalks, and all other features or appurtenances conducive to the public safety and convenience, which either have been or may be taken into the primary or secondary system of state highways. The Director, Department of Transportation or his designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.**

6. **The Fairfax County Park Authority, the Department of Housing and Community Development, and the Department of Transportation, may by a Memorandum of Understanding (MOU) delegate construction authority as detailed in sections 3 – 5 above to the Department of Public Works and Environmental Services.**

B. **The Fairfax County Public Schools shall be responsible for the procurement of goods and services for individual schools using funds generated from school activities. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.**

C. **The Fairfax County Sheriff shall be the purchasing agent in all matters involving the commissary and nonappropriated funds received from inmates, in accordance with §53.1-127.1, Code of Virginia.**

D. **The Department of Administration for Human Services shall be responsible for procurement of goods and services for direct use by a recipient of County administered public assistance programs as defined by Code of Virginia §63.2-100, or the fuel**

assistance program, or community services board as defined in Code of Virginia §37.2-100 or any public body purchasing services under the Comprehensive Services Act for At-Risk Youth and Families (Code of Virginia §2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (Code of Virginia §16.1-309.2 et seq.) provided such good or service is delivered by a vendor upon specific instructions from the appropriate employee of the County.

Section 4. Rules and Regulations.

A. The County Purchasing Agent shall prepare and maintain the Fairfax County Purchasing Resolution and other rules and regulations consistent with the laws of the Commonwealth of Virginia governing the operations of the County purchasing and supply management system.

B. The Agencies designated in Section 3 A – D shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the County Executive for County staff agencies or the administrative head of the respective public body involved.

Section 5. Cooperative Procurement.

The County or any entity identified in Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for architectural and engineering services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

Except for contracts for architectural and engineering services, as authorized by the United States Congress and consistent with applicable federal regulations, and provided the terms of the contract permit such purchases, any county, city, town, or school board may purchase from a U.S. General Services Administration contract or a contract awarded by any other agency of the U.S. government.

Section 6. Definitions.

a. Acquisition Function Closely Associated with Inherently Governmental Functions means supporting or providing advice or recommendations with regard to the following activities:

1) **Planning acquisitions.**
2) **Determining what supplies or services are to be acquired by the County, including developing statements of work.**
3) **Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.**
4) **Evaluating bids or proposals.**
5) **Awarding County contracts.**
6) **Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).**
7) **Terminating contracts.**
8) **Determining whether contract costs are reasonable, allocable, and allowable.**

b. Best Value, as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

c. Competitive Sealed Bidding is a formal method of selecting the lowest responsive and responsible bidder. It includes the issuance of a written Invitation to Bid, public notice, a public bid opening and evaluation based on the requirements set forth in the invitation (See Article 2, Section 2 A).

d. Competitive Negotiation is a formal method of selecting the top rated offeror. It includes the issuance of a written Request for Proposals, public notice, evaluation based on the criteria set forth in the Request for Proposals, and allows negotiation with the top rated offeror or offerors (See Article 2, Section 2 B).

e. Construction shall mean building, altering, repairing, improving or demolishing any structure, building, road, drainage, or sanitary facility, and any draining, dredging, excavation, grading or similar work upon real property.

f. Construction Management Contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.

g. Consultant Services shall mean any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

h. Covered Employee means an individual who

1) Is an employee of the contractor or subcontractor, a consultant, partner, or a sole proprietor; and

2) Performs an acquisition function closely associated with inherently governmental functions.

i. Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.

j. DPSM shall mean the Department of Purchasing and Supply Management

k. Emergency shall be deemed to exist when a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops, or when any unforeseen circumstances arise causing curtailment or diminution of essential service.

l. Excess Property shall mean that property which exceeds the requirement of the department to which the property is assigned.

m. FCPS shall mean Fairfax County Public Schools.

n. Faith–Based Organization shall mean a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P. L. 104-193.

o. Firm shall mean any individual, partnership, corporation, association, or other legal entity permitted by law to conduct business in the Commonwealth of Virginia; or any other individual, firm, partnership, corporation, association or other legal entity qualified to perform professional services, non-professional or consultant services.

p. Fixed Asset shall mean a tangible item (not a component) which has an expected useful life of at least one year and a dollar value in excess of $5,000.

q. Goods shall mean all material, equipment, supplies, printing, and information

technology hardware and software.

r. Immediate Family shall mean a spouse, child, parent, brother, sister, and any other person living in the same household as the employee.

s. Independent Contractor shall mean a worker over whom the employer has the right to control or direct the result of the work done, but not the means and methods of accomplishing the result.

t. Ineligibility shall mean an action taken to suspend or debar an individual or firm from consideration for award of contracts. The suspension shall not be for a period exceeding three (3) months and the debarment shall not be for a period exceeding three (3) years.

u. Informality shall mean a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request for Proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

v. Non-public Government Information means any information that a covered employee gains by reason of work under a County contract and that the covered employee knows, or reasonably should know, has not been made public. It includes information that--

1) Is exempt from disclosure under the Virginia Freedom of Information Act; or

2) Has not been disseminated to the general public and is not authorized by the agency to be made available to the public.

w. Nonprofessional Services shall mean any service not specifically identified as a professional or consultant service.

x. Official Responsibility shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any resulting claim.

y. Other Authorized Agency is an Agency as designated by the Code of Virginia and the Board of Supervisors authorized to procure architectural, engineering and related consultant services for construction projects and the contracting for construction projects to include public announcement, receipt of bids, recommending selection and award, negotiation, contract preparation and contract administration as more fully defined in Article 1, Section 3 of this Resolution.

z. Pecuniary Interest Arising From the Procurement shall mean a personal interest in a contract, as defined in the State and Local Government Conflict of Interests Act.

aa. Personal Conflict of Interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the County when performing under the contract.

Among the sources of personal conflicts of interest are--

1) **Financial interests of the covered employee, of close family members, or of other members of the household;**
2) **Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and**
3) **Gifts, including travel.**

Financial interests may arise from--

1) **Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;**
2) **Consulting relationships (including commercial and professional consulting and service arrangements, or serving as an expert witness in litigation);**
3) **Services provided in exchange for honorariums or travel expense reimbursements;**
4) **Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);**
5) **Real estate investments;**
6) **Patents, copyrights, and other intellectual property interests; or**
7) **Business ownership and investment interests.**

bb. Potential Bidder or Offeror shall mean a person who, at the time the County negotiates and awards or proposes to award a contract, is engaged in the sale or lease of goods, or the sale of services, insurance or construction, of the type to be procured under such contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

cc. Procurement Transaction shall mean all functions that pertain to obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

dd. Professional services shall mean any type of service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or

professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with this Resolution).

ee. Public Body shall mean any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this resolution. Public body shall include any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia.

ff. Public Contract shall mean an agreement between a public body and a nongovernmental source that is enforceable in a court of law.

gg. Public or County Employee shall mean any person employed by the County of Fairfax, including elected officials or appointed members of governing bodies.

hh. Responsible Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has the capability in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.

ii. Responsive Bidder or Offeror shall mean an individual, company, firm, corporation, partnership or other organization who has submitted a bid which conforms in all material respects to the Invitation to Bid or Request for Proposal.

jj. Reverse Auctioning shall mean a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services, but not construction or professional services, through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidder's prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

kk. SAC shall mean Selection Advisory Committee.

ll. Services shall mean any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

mm. ~~Sheltered Workshop~~Employment Services Organization shall mean a work-oriented rehabilitative facility with a controlled working environment and individual goals

Comment [IP1]: Ref. HB 1222. Change in terminology

which utilizes work experience and related services ~~for~~ to assist~~ing~~ ~~the handicapped person~~ individuals with disabilities to progress toward normal living and a productive vocational status.

nn. Surplus Property shall mean that property which exceeds the requirement of the entire County.

Article 2

PURCHASING POLICIES

Section 1. General

A. **Unless otherwise authorized by law, all Fairfax County contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance, construction, or construction management, shall be awarded after competitive sealed bidding or competitive negotiation, except as otherwise provided for in this Resolution or law.**

B. **Professional services shall be procured using competitive negotiation, except as otherwise provided for in this Article.**

C. **Consultant services may be procured using competitive negotiation, except as otherwise provided for in the Article.**

D. **Upon written determination made in advance that competitive sealed bidding is either not practical or not fiscally advantageous to the public, goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for the determination and shall be included in the appropriate contract file.**

E. **Certification of sufficient funds; orders and contracts in violation of Code of Virginia, §15.2-1238: - Except in emergency, no order for delivery on a contract or open market order for supplies, materials, equipment, professional and consultant services or contractual services for any County department or agency shall be awarded until the Director of Finance shall have certified that the unencumbered balance in the appropriation concerned, in excess of all unpaid obligations, is sufficient to defray the cost of such order. Whenever any department or agency of the County government shall purchase or contract for any supplies, materials, equipment or contractual services contrary to the provisions of §15.2-1238 of the Code of Virginia or the rules and regulations made thereunder, such order or contract shall be void and of no effect. The head of such department or agency shall be personally liable for the costs of such orders and contracts.**

F. **Not withstanding any other provision of law, the County may, as provided in the Code of Virginia, §2.2-4327, provide by resolution that in determining the award of any contract for time deposits or investment of its funds, the Director of Finance may consider, in addition to the typical criteria, the investment activities of qualifying**

institutions that enhance the supply of, or accessibility to, affordable housing within the jurisdiction. No more than fifty percent of the funds of the county, calculated on the basis of the average daily balance of the general fund during the previous fiscal year, may be deposited or invested by considering such investment activities as a factor in the award of a contract. A qualifying institution shall meet the provisions of the Virginia Security for Public Deposits Act (§2.2-4400 et seq.) and all local terms and conditions for security, liquidity and rate of return.

G. Best value concepts may be considered when procuring goods, nonprofessional and consultant services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.

H. The County may enter into contracts with faith-based organizations on the same basis as any other nongovernmental source subject to the requirements of the Virginia Public Procurement Act (VPPA) §2.2-4343.1.

Section 2. Methods of Procurement.

A. <u>Competitive Sealed Bidding.</u>- is a method of contractor selection which includes the following elements:

1. Issuance of a written Invitation to Bid containing or incorporating by reference the specifications and contractual terms and conditions applicable to the purchase. Unless the County has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, a solicitation may be issued requesting the submission of unpriced offers to be followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

2. Public notice of the Invitation to Bid at least five days prior to the date set for receipt of bids by posting in a designated public area, or publication in a newspaper of county wide circulation, or both. Public notice may also be published on the Department of Purchasing and Supply Management web site and other appropriate web sites. In addition, bids may be solicited directly from potential vendors.

3. Public opening and posting of all bids received.

4. Evaluation of bids based upon the requirements set forth in the invitation, which

may include special qualifications of potential vendors, life cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.

5. Award to the lowest responsive and responsible bidder. Multiple awards may be made when so specified in the Invitation to Bid.

B. Competitive Negotiation.- is a method of contractor selection which includes the following elements:

1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor.

2. Public notice of the Request for Proposal at least five days prior to the date set for receipt of proposals by posting in a designated public area or by publication in a newspaper of county wide circulation or both. Public notice may also be published on the Department of Purchasing and Supply Management web site and other appropriate web sites. In addition, proposals may be solicited directly from potential vendors.

3. Competitive Negotiation – Consultant Services

a. Selection Advisory Committee

1. When selecting a firm for consultant services where the compensation for such services is estimated to exceed $50,000, the Director of DPSM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPSM or other Authorized Agency, those consultant services firms that are to be retained by the County. The SAC will be composed of three or more principal staff personnel and other such individuals as determined by the Purchasing Agent and a member of the DPSM or other authorized agency.

***2.* When selecting a firm for consultant services, where the compensation for such consultant services is estimated to be less than $50,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of three or more**

principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those consultant services firms that are to be retained by the County or an agency of the County.

3. Minutes of Selection Advisory Committee deliberations and records or votes taken shall be maintained for at least three years. Minutes shall detail pertinent reasons for committee recommendations and be available for review by the general public upon request.

b. Public Announcement

1. When consultant services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for consultant services is estimated to be less than $50,000 may be accomplished without public announcement, but will, whenever possible, utilize available lists and other known sources to make a selection from at least four candidates.

c. Selection, Negotiation and Approval Process.

1. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2. All proposed contracts for consultant services, where the compensation to be paid exceeds $100,000, the Director of DPSM or other Authorized Agency, after review of the SAC recommendation will recommend to the County Executive, or the FCPS Division Superintendent those consultant services to be retained by the County or an agency of the County. The proposed contracts shall be submitted to the Board of Supervisors and/or the School Board as an Information Item prior to final execution. Full and adequate explanation of the selection criteria and fee

determination shall be presented with the contract in such form as required by the County Executive or the Division Superintendent, FCPS.

3. All proposed contracts for consultant services, where the compensation to be paid is less than $100,000, shall be approved by the Director of DPSM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4. For all cost-plus-a-fixed-fee consultant services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any consultant services contract under which such a certificate is required shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

4. Competitive Negotiation – Professional Services

a. Selection Advisory Committee.

1. When selecting a firm for professional services where the compensation for such professional services is estimated to exceed $50,000, the Director of DPSM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPSM or other Authorized Agency, those professional services firms that are to be retained by the County. The SAC will be composed of three or more principal staff personnel and other such individuals as determined by the Purchasing Agent and a member of the DPSM or other authorized agency.

2. When selecting a firm for professional services, where the compensation for such professional services is estimated to be less than $50,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory Committee composed of three or more principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those professional services firms that are to be retained by the County or an agency of the County.

3. Minutes of Selection Advisory Committee deliberations and records or votes taken shall be maintained for at least three years. Minutes shall detail pertinent reasons for committee recommendations and be available for review by the general public upon request.

b. Public Announcement and Qualifications for Professional Services.

1. When professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for such professional services is estimated to be less than $50,000 may be accomplished without public announcement, but will, whenever possible, utilize available lists and other known sources to make a selection from at least four candidates.

2. For architectural or engineering services estimated to cost less than $50,000, an annual advertisement requesting qualifications from interested architectural or engineering firms will meet the requirements of paragraph (1) above. The County shall make a finding that the firm to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record of performance, and experience of the firm.

c. Selection, Negotiation, and Approval Process

1. Selection of Professional Services: Where the cost is expected to exceed $50,000, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of

evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. DPSM or other Authorized Agency, with the aid of the Selection Advisory Committee, shall negotiate a proposed contract with the highest qualified firm for the professional services required. The firm deemed to be the most qualified will be required to disclose its fee structure during negotiation. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the County may award contracts to more than one offeror.

2. Except for construction projects and related architectural, engineering, and consultant services, all proposed contracts for professional services, where the compensation to be paid exceeds $100,000, the Director of DPSM or other Authorized Agency, after review of the SAC recommendation will recommend to the County Executive, or the FCPS Division Superintendent those professional services to be retained by the County or an agency of the County. The proposed contracts shall be submitted to the Board of Supervisors and/or the School Board as an Information Item prior to final execution. Full and adequate explanation of the selection criteria and fee determination shall be presented with the contract in such form as required by the County Executive or the Division Superintendent, FCPS.

3. All proposed contracts for professional services, where the compensation to be paid is less than $100,000, shall be approved by the Director of DPSM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

4. For all cost-plus-a-fixed-fee professional services contracts, the County shall require the firm receiving the award to execute a truth-in-negotiation certification stating that wage rates and other factual unit costs

supporting the compensation are accurate, complete, and current at the time of contracting. Any professional services contract under which such a certificate is required shall contain a provision that the original contract price and any addition thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within three years following the end of the contract.

5. Multiphase professional services contracts satisfactory and advantageous to the County for environmental, location, design and inspection work regarding construction of infrastructure projects may be negotiated and awarded based on qualifications at a fair and reasonable price for the first phase only, when completion of the earlier phases is necessary to provide information critical to the negotiation of a fair and reasonable price for succeeding phases. Prior to the procurement of any such contract, the County shall state the anticipated intended total scope of the project and determine in writing that the nature of the work is such that the best interests of the County require awarding the contract.

6. A contract for architectural or professional engineering services relating to construction projects may be negotiated by the County for multiple projects in accordance with the Virginia Public Procurement Act (VPPA), Subdivision 3a, of §2.2-4301.

5. Competitive Negotiation – Non-Professional Services

a. Selection Advisory Committee

1. When selecting a firm for non-professional services where the compensation is estimated to exceed $50,000, the Director of DPSM or other Authorized Agency, or the FCPS Division Superintendent, or designee shall appoint a Selection Advisory Committee to recommend to the Director of DPSM or other Authorized Agency, those non-professional services firms that are to be retained by the County. The SAC will be composed of three or more principal staff personnel and other such individuals as determined by the Purchasing Agent and a member of the DPSM or other authorized agency.

***2.* When selecting a firm for non-professional services, where the compensation is estimated to be less than $50,000, the Director of the funded Agency or FCPS Department Head shall appoint a Selection Advisory**

Committee composed of three or more principal staff personnel to recommend to the Director of the funded Agency or FCPS Department Head those non-professional services firms that are to be retained by the County or an agency of the County.

b. Public Announcement

1. When non-professional services are requested to be purchased, the requirement will be announced in a uniform and consistent manner. Requirements where the compensation for non-professional services is estimated to be less than $50,000 may be accomplished without public announcement, but will, whenever possible, utilize available lists and other known sources to make a selection from at least four candidates.

c. Selection, Negotiation and Approval Process.

1. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

2. All proposed contracts for non-professional services shall be approved by the Director of DPSM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

C. <u>Emergency</u>.- In case of an emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practical under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the appropriate contract or purchase order file. In addition, a notice shall be posted on the Department of Purchasing and Supply Management web site or other appropriate web sites on the day the County awards or

announces its decision to award the contract in excess of $50,000, whichever occurs first. .

1. **If an emergency occurs during regular County business hours, the head of the using agency shall immediately notify the County Purchasing Agent who shall either purchase the required goods or services or authorize the agency head to do so.**

2. **If an emergency occurs at times other than regular County business hours, the using agency head may purchase the required goods or services directly. The agency head shall, however, when practical, secure competitive oral or written bids and order delivery to be made by the lowest responsive and responsible bidder. The agency head shall also, not later than the next regular County business day, submit to the County Purchasing Agent a requisition, a tabulation of the bids received, if any, a copy of the delivery record and a brief explanation of the circumstances of the emergency.**

3. **The County Purchasing Agent shall maintain a record of all emergency purchases supporting the particular basis upon which the emergency purchase was made. Such records shall be available for public inspection during regular County business hours in the office of the County Purchasing Agent.**

D. <u>Informal Procurement</u>.- Any Fairfax County contract when the estimated cost is less than $50,000 in value, shall be deemed an informal procurement and shall not be subject to the rules governing competitive sealed bidding or competitive negotiation. However, the County Purchasing Agent shall, wherever possible, solicit at least four written competitive bids on all informal procurements estimated to exceed $10,000 in value; and solicit at least three oral or written quotes for purchase transactions estimated between $5,000 - $10,000. The rules and regulations adopted pursuant to Section 4 of Article 2 of this Resolution shall prescribe in detail the procedures to be observed in giving notice to prospective bidders, in tabulating and recording bids, in opening bids, in making purchases from the lowest responsive and responsible bidder, and in maintaining records of all informal procurements for public inspection.

E. <u>Public Private Education Facilities and Infrastructure.</u>- The "Public-Private Education Facilities and Infrastructure Act of 2002 (PPEA)" provides public entities an option for either approving an unsolicited proposal from a private entity or soliciting request for proposals or invitation for bids from private entities. Such projects are exempt from the Virginia Public Procurement Act. The County has developed procedures that are consistent with the principles of the PPEA and adopted by the Board of Supervisors.

F. Reverse Auctioning.- The purchase of goods, consultant or nonprofessional services, but not construction or professional services, may be made by reverse auctioning. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by reverse auctioning.

G. Small Purchase.- Any purchase or lease of goods, professional, consultant, or nonprofessional services, or for the purchase of insurance, construction, or construction management, when the estimated cost is less than $5,000, shall be deemed a small purchase and shall not be subject to the rules governing the formal competitive bidding process.

H. Sole Source.- Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. A written record documenting the basis for this determination shall be included in the appropriate contract file or other records of the procurement. In addition, a notice shall be posted on the Department of Purchasing and Supply Management web site or other appropriate web sites on the day the County awards or announces its decision to award the contract in excess of $50,000, whichever occurs first.

Section 3. Exceptions to the Requirement for Competitive Procurement.

A. Auction: Upon a determination in writing by the County Purchasing Agent that the purchase of goods, products or commodities from a public auction sale is in the best interests of the County, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions.

B. Instructional Materials and Office Supplies: Instructional materials and office supplies which are not stocked or purchased by the Fairfax County School Board pursuant to an existing County contract may be purchased by school principals designated by the School Board. Such purchases shall be conducted in accordance with rules and regulations adopted by the School Board pursuant to §22.1-122.1 of the Code of Virginia. With the exception of textbooks and instructional computer software that have been approved by the State Board of Education and the Fairfax County School Board, no single purchase may exceed the small purchase dollar level (as set forth in Article 2, Section 2. G.). The rules and regulations adopted by the School Board shall prescribe in detail the procedures to be observed in making purchases of instructional materials, establishing accounts for purchases, accounting for the receipt and disbursement of funds, and maintaining records of all transactions. The purchases authorized herein shall be made using funds from accounts established by the School

Board solely for such purchases.

C. Insurance / Electric Utility Services: As provided in the Code of Virginia, subdivision 13 of §2.2-4345, the County may enter into contracts without competitive sealed bidding or competitive negotiation for insurance or electric utility services if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance or electric utility services by use of competitive principles.

D. Insurance: Upon a written determination made in advance by the County Purchasing Agent that competitive negotiation is either not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services in subdivision 3b of §2.2-4301 of the Virginia Public Procurement Act.

E. Litigation / Regulatory Proceedings: The County (or any public body that has adopted this Resolution) may enter into contracts without competition for (1) legal services; (2) expert witnesses: and (3) other services associated with litigation or regulatory proceedings.

F. Public Assistance Programs: The County may procure goods or services without competition for direct use by a recipient of County administered public assistance programs as defined by §63.2-100 of the Code of Virginia, or the fuel assistance program, or community services board as defined in §37.2-100, or any public body purchasing services under the Comprehensive Services Act for At-Risk Youth and Families (§2.2-5200 et seq.) or the Virginia Juvenile Community Crime Control Act (§16.1-309.2 et seq.) provided such good or service is delivered by a vendor upon specific instructions from the appropriate employee of the County. Contracts for the bulk procurement of goods and services for use of recipients shall not be exempted from the requirements of competitive procurement.

G. Remedial Plan: The purchase of goods and services when such purchases are made under a remedial plan established by the County Executive pursuant to Code of Virginia §15.2-965.1.

H. Workshops: The County Purchasing Agent may enter into contracts without competition for the purchase of goods or services which are produced or performed by persons or in schools or workshops under the supervision of the Virginia Department for the Visually Handicapped; or which are produced or performed by ~~nonprofit sheltered workshops or other nonprofit organizations~~ employment services organizations which offer transitional or supported employment services ~~servicing the~~

Comment [IP2]: Ref. HB1222. Change in terminology.

~~handicapped~~ serving individuals with disabilities, provided that the goods or services can be purchased within ten percent of their fair market value, will be of acceptable quality and can be produced in sufficient quantities and within the time required.

I. Retirement Board Investments, Actuarial Services, Disability Determination Services: The selection of services related to the management, purchase, or sale of authorized investments, actuarial services, and disability determination services shall be governed by the standard of care in Code of Virginia §51.1-124.30 and shall not be subject to the provisions of the Virginia Public Procurement Act.

J. Ballots and Elections Materials: Chapter 43, Virginia Public Procurement Act, of Title 2.2 shall not apply to contracts for equipment, software, services, the printing of ballots or statements of results, or other materials essential to the conduct of the election, except as stated in §24.2-602. The provisions of Code of Virginia §24.2-602 shall apply to such contracts.

K. Other Special Exemptions: Procurement for single or term contracts for goods and services not expected to exceed $50,000 as identified by the Purchasing Agent.

Section 4. General Purchasing Provisions.

A. Competitive Solicitation Process.-

1. The County Purchasing Agent shall solicit bids from all responsible prospective vendors who have registered their firm to be included on the County's vendor database and/or the Commonwealth of Virginia's "eVA" central vendor registration system for all solicitations using the competitive sealed bidding and competitive negotiation methods of procurement. Other potential vendors may be solicited at the discretion of the County Purchasing Agent.

2. The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or informal procurement methods of procurement. In submitting a bid or proposal each bidder shall, by virtue of submitting a bid, guarantee that the bidder has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bid of such bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor shall render the entire proceedings void and shall require readvertising for bids.

3. All solicitations shall include the following provisions:

a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph a. has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.

4. Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named: it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

5. Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

6. Prospective contractors may be debarred from contracting for particular types of goods, services, insurance, or construction, for specified periods of time. The debarment procedures are set forth under Article 4, Section 1.

7. The County shall establish procedures whereby comments concerning specifications or other provisions in Invitations to Bid or Requests for Proposal can be received and considered prior to the time set for receipt of bids or

proposals or award of the contract.

8. Withdrawal of bids by a bidder.

a. A bidder for a contract other than for public construction may request withdrawal of their bid under the following circumstances:

1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.

3. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

4. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.

5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

6. If the County denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

7. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of Article 2, Section 4,

Paragraph D.

B. Contract Award Process.-

1. The County Purchasing Agent shall have the authority to waive informalities in bids, reject all bids, parts of all bids, or all bids for any one or more good or service included in a solicitation when in his judgment the public interest is best served. If all bids are for the same total amount or unit price (including authorized discounts and delivery times) and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if none, to the resident Virginia tie bidder, or if none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services.

2. The County Purchasing Agent shall be responsible for determining the responsibility of a bidder. In determining responsibility, the following criteria will be considered:

a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;

b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;

d. The quality of performance of previous contracts or services;

e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;

f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

g. The quality, availability and adaptability of the goods or services to the particular use required;

h. The ability of the bidder to provide future maintenance and service for the

use of the subject of the contract;

i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and

j. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

3. All contracts shall be approved as to form by the County Attorney or other qualified attorney and a copy of each long-term contract shall be filed with the Chief Financial Officer of the County.

4. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that if the responsive bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds; however, such negotiations may be undertaken only under conditions and procedures described in writing and approved by the County prior to issuance of the Invitation to Bid.

5. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Purchasing Agent. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

6. Every contract in excess of $50,000 shall contain the following: During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of

the foregoing clauses in every subcontract of over $10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

C. <u>Non Discrimination</u>.-

The County will not discriminate against a bidder or offeror because of race, color, religion, sex, national origin, age, disability, status as a service-disabled veteran or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity. In accordance with the policy of the County's Small and Minority Business Enterprise Program, every effort shall be made to actively and diligently promote the procurement of goods and services from small businesses and minority-owned and woman-owned businesses and service-disabled veteran businesses in all aspects of procurement to the maximum extent feasible. Every contract shall include the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.

d. The contractor will include the provisions of paragraphs a, b, and c above in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. Disclosure of Information.-

Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in 3. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

3. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to Article 2, Section 4 D.3 shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

4. Nothing contained in this section shall be construed to require the County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

E. Bonds.-

1. The County may, at the discretion of the County Purchasing Agent, require bid, payment or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

No forfeiture under a bid bond shall exceed the lesser of:

a. the difference between the bid for which the bond was written and the next low bid, or

b. the face amount of the bid bond.

2. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

3. Actions on payment bonds:

a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is

regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

4. Alternative forms of security:

a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

F. Prequalification –

1. Any prequalification of prospective contractor by the County shall be pursuant to a prequalification process.

a. At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.

b. A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt

of the notice by instituting legal action as provided in the Code of Virginia. The prospective contractor may not institute legal action until all statutory requirements have been met.

2. The County may deny prequalification to any contractor only if the County finds one of the following:

a. The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;

b. The contractor does not have appropriate experience to perform the project in question;

c. The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts;

d. The contractor has been in substantial noncompliance with the terms and conditions of prior contracts with the County without good cause. If the County has not contracted with a contractor in any prior contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior file and such information relating thereto given to the contractor at that time, with the opportunity to respond;

e. The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

f. The contractor or any officer, director or owner thereof is currently

debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

g. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (1) through (7) of this subsection.

Section 5. Compliance with Conditions on Federal Grants or Contract.

Where a procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the policy of full and open competition, the County Purchasing Agent may comply with the federal requirements only upon written determination by the County Executive and/or Board of Supervisors that acceptance of the grant or contract funds under the applicable conditions is in the public interest. Such determination shall state the specific provisions of this section in conflict with the conditions of the grant or contract.

Section 6. Audit by the County.

All contracts and amendments entered into by negotiation, shall include a provision permitting the County or its agent to have access to and the right to examine any books, documents, papers, and records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts.

Section 7. HIPAA Compliance.

Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor may be designated a business associate pursuant to 45 CFR part 164.504(e) and 164.308 (b) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of the Fairfax County Business Associate agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Code of Virginia – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information. Additional information may be obtained by going to the Fairfax County Web site at: http://www.fairfaxcounty.gov/hipaa.

Section 8. Immigration Reform and Control Act Compliance:

The County shall provide in every written contract that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Section 9. Compliance with State Law; Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth:

A. **The County shall include in every contract exceeding $50,000 a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.**

B. **Pursuant to competitive sealed bidding or competitive negotiation, the County shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.**

C. **Any bidder or offeror described in subsection B that fails to provide the required information may not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Purchasing Agent.**

D. **Any business entity described in subsection A that enters into a contract with the County pursuant to this section shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.**

E. **The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.** ◙

Article 3

CONSTRUCTION CONTRACTING

Section 1. Authority

The procurement of architectural, engineering and related consultant services for construction projects and the contracting for construction projects are excluded from the duties of the County Purchasing Agent for the organizations as specified below:

1. **The Department of Public Works and Environmental Services, pursuant to §15.2-834 of the Code of Virginia, the Board of Supervisors' Resolution dated September 18, 1968, and this Resolution, shall be responsible for Fairfax County construction projects and related architectural, engineering and consultant services. The Director, Department of Public Works and Environmental Services or his designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.**

2. **The Fairfax County Public School Board shall be responsible for construction, related architectural and engineering services, related consulting services, maintenance, repair and related services in connection with building, furnishing equipping, renovating, maintaining, and operating the buildings and property of the school division in accordance with §22.1-79 of the Code of Virginia. The school division's Superintendent or his designee shall have the same authority as the County Purchasing Agent to execute and administer contracts. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County School Board in accordance with the mandatory sections of the Code of Virginia.**

3. **The Fairfax County Park Authority shall be responsible for Fairfax County Park Authority capital construction and related architectural and engineering services per §15.2-5704 of the Code of Virginia and Board of Supervisors' Resolution dated April 6, 1981, governing the relationship of the Fairfax County Park Authority and Fairfax County. The Director of the Park Authority or his designee shall have the same authority of as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Fairfax County Park Authority in accordance with the**

mandatory sections of the Code of Virginia and applicable sections of this Resolution.

4. The Department of Housing and Community Development shall be responsible for capital construction and related architectural and engineering services for all programs and projects administered by the Department on behalf of either the Redevelopment and Housing Authority per §36-19 of the Code of Virginia or the Fairfax County Board of Supervisors, including contracts per §36-49.1:1 to carry out blight abatement. The Director of the Department of Housing and Community Development or his designee shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution. Execution of contracts under this section shall be conducted under the rules and regulations established by the Department of Housing and Community Development in accordance with the mandatory sections of the Code of Virginia and applicable sections of this Resolution.

5. The Department of Transportation, pursuant to §33.1-75.3 of the Code of Virginia, and this Resolution, may be responsible for the purpose of constructing or improving highways, including curbs, gutters, drainageways, sound barriers, sidewalks, and all other features or appurtenances conducive to the public safety and convenience which either have been or may be taken into the primary or secondary system of state highways. The Director, Department of Transportation or his designee, shall have the same authority as the County Purchasing Agent to execute and administer contracts and to make findings and address remedies as outlined in Article 4 of this Resolution regarding contracts assigned under this section in accordance with the mandatory sections of the Code of Virginia and the applicable sections of this Resolution.

6. The Fairfax County Park Authority, the Department of Housing and Community Development, and the Department of Transportation, may by a Memorandum of Understanding (MOU) delegate construction authority as detailed in sections 3 – 5 above to the Department of Public Works and Environmental Services.

Section 2. Rules and Regulations

The Agencies designated in Section 1 above shall prepare and maintain detailed rules and regulations on the conduct of these contracting actions. Such rules and regulations shall be consistent with this Resolution and the laws of the Commonwealth of Virginia. Such rules and regulations shall be approved by the County Executive for County staff agencies or the administrative head of the respective public body involved.

Section 3. Definitions

a. **Construction shall mean building, altering, repairing, improving or demolishing any structure, building, road, drainage, or sanitary facility, and any draining, dredging, excavation, grading or similar work upon real property.**

b. **Construction Management Contract shall mean a contract in which a party is retained by the owner to coordinate and administer contracts for construction services for the benefit of the owner, and may also include, if provided in the contract, the furnishing of construction services to the owner.**

c. **Design-build contract shall mean a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure, roadway or other item specified in the contract.**

d. **Other Authorized Agency is an Agency as designated by the Code of Virginia and the Board of Supervisors authorized to procure architectural and engineering design services to include public announcement, receipt of bids, recommending selection and award, negotiation, contract preparation and contract administration as more fully defined in Article 1, Section 3 of this Resolution.**

Section 4. Purchasing Policies

A. **Construction may be procured by competitive negotiation as set forth in the Code of Virginia, subsection D of §2.2-4303 for: a) the construction, alteration, repair, renovation or demolition of buildings or structures, when the contract is not expected to cost more than $1.5 million; b) the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.**

B. **No contract for the construction of any building or for an addition to or improvement of an existing building for which state funds of $50,000 or more in the aggregate or for the sum of all phases of a contract or project, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive bidding or competitive negotiation as provided in this Resolution and law. The procedure for the advertising for bids and letting of the contract shall conform, mutatis mutandis, to the Virginia Public Procurement Act.**

C. **A contract for architectural or professional engineering services relating to construction projects may be negotiated for multiple projects provided (i) the projects require similar experience and expertise, (ii) the nature of the projects is clearly identified in the Request for Proposal, and (iii) the contract term is limited**

to one year and may be renewable for four additional one-year terms at the option of the County. Under such contract, (a) the fair and reasonable prices, as negotiated, shall be used in determining the cost of each project performed, (b) the sum of all projects performed in one contract term shall not exceed $5 million, (c) the project fee of any single project shall not exceed $1 million. Any unused amounts from the first contract term shall not be carried forward to the additional term(s). Competitive negotiations for such contracts may result in awards to more than one offeror provided (1) the Request for Proposal so states and (2) the County has established procedures for distributing multiple projects among the selected contractors during the contract term.

D. No County construction contract shall waive, release, or extinguish the rights of a contractor to recover costs or damages for unreasonable delay, in performing such contract, either on his behalf or on behalf of his subcontractor if and to the extent such delay is caused by acts or omissions of the County, its agents or employees and due to causes within their control.

a. Subsection D shall not be construed to render void any provision of a County construction contract that:

i. Allows the County to recover that portion of delay costs caused by the acts or omissions of the contractor, or its subcontractor, agents or employees;

ii. Requires notice of any delay by the party claiming the delay;

iii. Provides for liquidated damages for delay; or

iv. Provides for arbitration or any other procedure designed to settle contract disputes.

b. A contractor making a claim against the County for costs or damages due to the alleged delaying of the contractor in the performance of its work under any County construction contract shall be liable to the County and shall pay the County for a percentage of all costs incurred by the County in investigating, analyzing, negotiating, litigating and arbitrating the claim, which percentage shall be equal to the percentage of the contractor's total delay claim which is determined through litigation or arbitration to be false or to have no basis in law or in fact.

c. A public body denying a contractor's claim for costs or damages due

to the alleged delaying of the contractor in the performance of work under any public construction contract shall be liable to and shall pay such contractor a percentage of all costs incurred by the contractor to investigate, analyze, negotiate, litigate and arbitrate the claim. The percentage paid by the County shall be equal to the percentage of the contractor's total delay claim for which the County's denial is determined through litigation or arbitration to have been made in bad faith.

Section 5. Methods of Procurement

A. In addition to competitive bidding and competitive negotiations, the County may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis consistent with this Resolution and law.

B. Competitive Negotiation – Construction Management / Design Build Services

1. Determination

a. The County may enter into a contract for construction on a fixed price or not-to-exceed price design-build or construction management basis in accordance with the Virginia Public Procurement Act (VPPA) §2.2-4308. Prior to issuing a Request for Proposal for any design-build or construction management project, the Purchasing Agent or Other Authorized Agency will document that a) the design-build or construction management contract is more advantageous than a competitive sealed bid construction contract, b) there is a benefit to the County by using a design-build or construction management contract, and c) competitive sealed bidding is not practical or fiscally advantageous. The County may proceed with design-build or construction management contracts in accordance with procedures approved by the County Executive in accordance with this Resolution and the laws of the Commonwealth of Virginia.

2. Selection Advisory Committee

a. The Purchasing Agent or Other Authorized Agency shall appoint a Selection Advisory Committee which will include a licensed professional engineer or architect with professional competence appropriate to the proposed project. The licensed professional engineer or architect shall advise the County regarding the use of design-build or construction management project and will assist with the preparation of the Request

for Proposal consistent with this Resolution for competitive negotiation of non-professional services, and will assist in the evaluation of proposals. The licensed professional engineer or architect services may be provided under a professional services contract by a qualified person or firm.

b. Selection, Evaluation and Award of Construction Management or Design-Build Contracts.

1. Design Requirements. The Request for Proposal shall include and define the criteria of the construction project in the areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; special telecommunications; and may define such other requirements as the County determines appropriate for the particular construction project.

2. Selection, Evaluation and Award Factors. Proposal evaluation factors and other source selection criteria shall be included in the Request for Proposal for the specific design-build or construction management project.

3. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so stated in the RFP, awards may be made to more than one offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

4. All proposed contracts for construction management or design-build services shall be approved by the Director of DPSM or Other Authorized Agency. Full and detailed explanation of the selection criteria and fee determination shall be presented with the contract by the using agency.

5. Post-Project Review. The County will provide post-project evaluation information, such as cost and time savings, effectiveness of the selection, evaluation and award of such contracts, and the benefit to Fairfax County, to the Design-Build/Construction Management Review Board.

6. Projects undertaken pursuant to Article 3, Section 4.A of this Resolution shall be exempt from approval of the Review Board.

Section 6. Prequalification, Bonds, Escrow Accounts

Prospective contractors may be prequalified for particular types of supplies, services, insurance, or construction, and consideration of bids or proposals limited to prequalified contractors. Any prequalification procedures shall be established in writing and sufficiently in advance of their implementation to allow potential contractors a fair opportunity to complete the process.

A. Any prequalification of prospective contractors for construction by the County shall be pursuant to a prequalification process for construction projects as outlined below.

1. **The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. The form shall allow the prospective contractor seeking prequalification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor pursuant to this subsection shall be considered a trade secret or proprietary information pursuant to Article 2, Section 4, Paragraph D.**

2. **In all instances in which the County requires prequalification of potential contractors for construction projects, advance notice shall be given of the deadline for the submission of prequalification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in this subsection to be accomplished.**

3. **At least thirty days prior to the date established for submission of bids or proposals under the procurement of the contract for which the prequalification applies, the County shall advise in writing, each contractor who submitted an application whether that contractor has been prequalified. In the event that a contractor is denied prequalification, the written notification to the contractor shall state the reasons for the denial of prequalification and the factual basis of such reasons.**

4. **A decision by the County denying prequalification under the provisions of this subsection shall be final and conclusive unless the prospective contractor appeals the decision in writing within ten (10) days after receipt of the notice by instituting legal action as provided in the Code of Virginia. The prospective contractor may not institute legal action until all statutory requirements have been met.**

B. The County may deny prequalification to any contractor only if the County finds one of the following:

1. **The contractor does not have sufficient financial ability to perform the contract that would result from such procurement. If a bond is required to ensure performance of a contract, evidence that the contractor can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type required by the County shall be sufficient to establish the financial ability of the contractor to perform the contract resulting from such procurement;**

2. **The contractor does not have appropriate experience to perform the construction project in question;**

3. **The contractor or any officer, director or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction, including, but not limited to, design-build or construction management;**

4. **The contractor has been in substantial noncompliance with the terms and conditions of prior construction contracts with the County without good cause. If the County has not contracted with a contractor in any prior construction contracts, the County may deny prequalification if the contractor has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. The County may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance were documented in writing in the prior construction file and such information relating thereto given to the contractor at that time, with the opportunity to respond;**

5. **The contractor or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, violation of Article 6 of the Virginia Public Procurement Act (§2.2-4367 et seq.), the Virginia Governmental Frauds Act**

(§18.2-498.1 et seq.), Chapter 42 (§59.1-68.6 et seq.) of Title 59, or any substantially similar law of the United States or another state;

6. The contractor or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government; and

7. The contractor failed to provide to the County in a timely manner any information requested by the County relevant to subdivisions (1) through (7) of this subsection.

8. The contractor fails to meet the eligibility criteria of the most recently adopted version of the Fairfax County Construction Safety Resolution.

a. If the County has a prequalification ordinance that provides for minority participation in municipal construction contracts, that public body may also deny prequalification based on minority participation criteria, provided, however, that nothing herein shall authorize the adoption or enforcement of minority participation criteria except to the extent that such criteria, and the adoption and enforcement thereof, are in accordance with the Constitution and laws of the United States and the Commonwealth.

C. <u>Withdrawal of bids by a bidder</u>.

1. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

2. **The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. No bid shall be withdrawn when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. The lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.**

3. **The County shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the County denies the withdrawal of a bid, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County shall return all work papers and copies thereof that have been submitted by the bidder.**

D. <u>Progress Payments</u>.

1. **In any public contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with not more than five percent being retained to be included in the final payment. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.**

E. <u>Bonds</u>.-

1. **Except in cases of emergency, all bids or proposals for nontransportation-related construction contracts in excess of $500,000 or transportation-related projects authorized under §33.1-12 that are in excess of $~~250,000~~ <u>350,000</u> and partially or wholly funded by the Commonwealth shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.**

For nontransportation-related construction contracts in excess of $100,000 but less than $500,000, where the bid bond requirements are waived, prospective

Comment [IP3]: HB 945 2.2-4337 A

contractors shall be prequalified for each individual project in accordance with §2.2-4317 of the Code of Virginia.

No forfeiture under a bid bond shall exceed the lesser of:

a. the difference between the bid for which the bond was written and the next low bid, or

b. the face amount of the bid bond.

Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than $500,000 for nontransportation-related projects or $~~250,000~~350,000 for transportation-related projects authorized under §33.1-12 and partially or wholly funded by the Commonwealth.

Comment [IP4]: HB 945 2.2-4337 F

The performance and payment bond requirements in E.1 above for transportation-related projects that are valued in excess of $250,000 but less than $350,000 may only be waived by the County if the bidder provides evidence, satisfactory to the County, that a surety company has declined an application from the contractor for a performance or payment bond.

Comment [IP5]: HB 945 Ref. 2.2-4337 H

2. Performance and payment bonds:

a. Upon the award of any (i) public construction contract exceeding $500,000 awarded to any prime contractor, (ii) construction contract exceeding $500,000 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned or leased by a public body, or (iii) transportation-related projects exceeding $250,000 that are partially or wholly funded by the Commonwealth, or (iv) construction contract exceeding $500,000 in which the performance of labor of the furnishing of materials will be paid with public funds, the contractor shall furnish to the County the following bonds:

1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract. For transportation-related projects authorized under §33.1-12, such bond shall be in a form and amount satisfactory to the public body.

2. A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply

labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors in the prosecution of the work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. For transportation-related projects authorized under §33.1-12 and partially or wholly funded by the Commonwealth, such bond shall be in a form and amount satisfactory to the public body. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

b. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.

c. Such bonds shall be payable to the County of Fairfax and filed with the County or a designated office or official.

d. Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below $500,000 for nontransportation-related projects or $250,000 for transportation-related projects authorized under §33.1-12 and partially or wholly funded by the Commonwealth.

e. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

3. Action on performance bond - No action against the surety on a performance bond shall be brought unless within one year after (1) completion of the contract, including the expiration of all warranties and guarantees or (2) discovery of the defect or breach of warranty, if the action be for such, in all other cases.

4. Actions on payment bonds:

a. Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefore

before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

b. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

c. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

d. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

5. Alternative forms of security:

a. In lieu of a bid, payment or performance bond a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

b. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

F. Escrow Accounts.-

1. **The County, when contracting directly with contractors for public contracts of $200,000 or more for construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures, and the installation of water, gas, sewer lines and pumping stations, where portions of the contract price are to be retained, shall include an option in the bid or proposal for the contractor to use an Escrow account procedure for utilization of the County's retainage funds by so indicating in the space provided in the bid or proposal documents and executing the Escrow Agreement form provided by the County. In the event the contractor elects to use the Escrow account procedure, the Escrow Agreement form shall be executed and submitted to the County within fifteen days after receipt of notification of contract award by the contractor.**

2. **The executed Escrow Agreement Form shall be submitted to the Office designated in the bid or proposal documents. If the Escrow Agreement Form is not submitted to the designated office within the fifteen day period, the contractor shall forfeit his rights to the use of the Escrow account procedure.**

3. **The Purchasing Agent shall promulgate escrow regulations. In order to have retained funds paid to an escrow agent, the contractor, the escrow agent and the surety shall execute the Escrow Agreement form. The contractor's escrow agent shall be a trust company, bank or savings institution with its principal office located in the Commonwealth and shall satisfy escrow agent qualifications promulgated by the Purchasing Agent.**

4. **This subsection E. shall not apply to public contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter, the installation or maintenance of telephone, telegraph or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.**

5. **Any such public contract for construction with the County which includes payment of interest on retained funds, may include a provision whereby the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay a specified penalty for each day exceeding the completion date stated in the contract.**

6. **Any subcontract for such public project that provides for similar progress**

payments shall be subject to the provisions of this section.

This subsection E. shall apply to contracts as provided in the Code of Virginia, §2.2-4334.

Article 4

BIDDER/CONTRACTOR REMEDIES

Section 1. Ineligibility.

A. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.

2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.

B. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;

3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:

a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;

5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;

6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project.;

7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.

C. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

Section 2. Appeal of Denial of Withdrawal of Bid.

A. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.

B. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4A, paragraph 8, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

C. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

Section 3. Appeal of Determination of Nonresponsibility.

A. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

B. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

Section 4. Protest of Award or Decision to Award.

A. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the

relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

B. If, prior to award, it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

C. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.

D. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

Section 5. Contractual Disputes.

A. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the ~~public body's~~County Purchasing Agent's decision on the claim, unless the ~~public body~~ County Purchasing Agent fails to render such decision within the time specified.

B. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's

intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

Section 6. Legal Action.

A. No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

Article 5

ETHICS IN COUNTY CONTRACTING

Section 1. General.

A. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§2.2-3100 et seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et seq.), and Articles 2 (§18.2-438 et seq.) and 3 (§18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

B. No County employee having official responsibility for a procurement transaction (except as may be specifically allowed by subdivisions of A2, A3 and A4 of §2.2-3112) shall participate in that transaction on behalf of the County when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or,

2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or,

3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or,

4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror or contractor.

Section 2. Solicitation or Acceptance of Gifts.

No County employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or

greater value is exchanged. The County may recover the value of anything conveyed in violation of this section.

Section 3. Disclosure of Subsequent Employment.

No County employee or former County employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the County employee or former County employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the County unless the County employee, or former County employee, provides written notification to the County prior to commencement of employment by that bidder, offeror or contractor.

Section 4. Gifts.

No bidder, offeror, contractor or subcontractor shall confer upon any County employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Section 5. Kickbacks.

A. **No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything present or promised, unless consideration of substantially equal or greater value is exchanged.**

B. **No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.**

C. **No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a County contract.**

D. **If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the public body and will be recoverable from both the maker and recipient. Recovery from one offending party shall not preclude recovery from other offending parties.**

E. **No person who, for compensation, prepares an invitation to bid or request for proposal for or on behalf of the County shall (i) submit a bid or proposal for that procurement**

or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, the County may permit such person to submit a bid or proposal for that procurement or any portion thereof if the County determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the County.

Section 6. Purchase of Building Materials, etc., from Architect or Engineer Prohibited.

A. **No building materials, supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the County to furnish architectural or engineering services, but not construction, for such building or structure; or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in §2.2-3101 of the Code of Virginia.**

B. **No building materials, supplies, or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person who has provided or is currently providing design services specifying a sole source for such materials, supplies, or equipment to be used in such building or structure to the independent contractor employed by the County to furnish architectural or engineering services in which such person has a personal interest as defined in §2.2-3101 of the Code of Virginia.**

C. **The provisions of this Section shall not apply in the case of emergency.**

Section 7. Certification of Compliance; Penalty for False Statements.

A. **The County may require County employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this section.**

B. **Any County employee required to submit a certification as provided in subsection a. of this section who knowingly makes a false statement in such certification shall be punished as provided in §2.2-4377 of the Code of Virginia.**

Section 8. Misrepresentations.

No County employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false,

fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

Section 9. Penalty for Violation.

The penalty for violations of any of the provisions under Article 5 of this Resolution is provided in the Code of Virginia, §2.2-4377.

Section 10. Personal Conflicts of Interest

It is County policy to require contractors to:

1) **Identify and prevent personal conflicts of interest of their employees who perform an acquisition function closely associated with inherently governmental functions; and**
2) **Prohibit employees who have access to non-public County information from using such information for personal gain.**

Failure to comply may result in suspension or debarment or termination for cause. The Purchasing Agent may waive, in exceptional circumstances, a personal conflict of interest or waive the requirement to prevent conflict of interest for a particular employee, if he determines in writing that such mitigation is in the best interest of the County.

Article 6

SUPPLY MANAGEMENT

The Director of the Department of Purchasing and Supply Management is responsible for the management of all supplies and equipment except as excluded by formal agreement between the County and other public bodies. This includes physical accountability of consumable supplies and accountable equipment, as well as, validation of the inventory and accountable equipment values reported in Fairfax County's Comprehensive Annual Financial Report. DPSM shall prescribe the procedures to be used by departments in the acquisition, receipt, storage and management, and issuance of consumable supplies and accountable equipment inventory, and disposition of excess and surplus County property.

Section 1. Item Identification.

A. The Director of the Department of Purchasing and Supply Management will establish and maintain an identification system for consumable inventory, and one for accountable equipment. The system used for consumable inventory utilizes National Institute of Governmental Purchasing (NIGP) codes, which will be maintained in the unified business system (FOCUS). The system used for accountable equipment will utilize Property Identification (PID) numbers, which will be maintained in FOCUS.

Section 2. County Consolidated Warehouse

A. The Director of the Department of Purchasing and Supply Management is responsible for operation of the County Consolidated Warehouse which provides temporary storage and distribution of the supplies and equipment to all County departments. The Warehouse may be used as the storage point for goods on consignment from other departments. The Director of the Department of Purchasing and Supply Management is responsible for space management at the County Consolidated Warehouse.

Section 3. Inventory Accountability

County departments and Fairfax County Public Schools are required to establish and maintain accountability of consumable inventories and accountable equipment in their custody, and to conduct periodic physical inventories in accordance with schedules published by the Director of the Department of Purchasing and Supply Management.

Section 4. Consumable Inventory Management

A. **The Director of the Department of Purchasing and Supply Management shall exercise oversight responsibility over all County consumable inventory warehouses and stockrooms.**

B. **The Director of the Department of Purchasing and Supply Management shall administer Fairfax County's perpetual inventory management system through FOCUS, and shall approve the management of perpetual inventories through any system other than FOCUS.**

Section 5. Accountable Equipment Inventory Management

A. **The Director of the Department of Purchasing and Supply Management shall exercise oversight responsibility over all County and Fairfax County Public Schools accountable equipment.**

B. **The Director of the Department of Purchasing and Supply management is responsible for defining items to be capitalized as accountable equipment, and administering the Accountable Equipment Program in accordance with State and County codes, as well as industry standards and best practices.**

Section 6. Excess and Surplus Property and Inventory.

A. **The Director of the Department of Purchasing and Supply Management is responsible for redistribution of serviceable excess property and inventory, to include furniture, office equipment, repair parts, etc.**

B. **The Director of the Department of Purchasing and Supply Management is responsible for the disposal of surplus County and FCPS property and inventory as applicable by law. Disposals will be evaluated in an effort to maximize financial returns to the County and / or minimize environmental impact.**

C. **Confiscated or abandoned property in the hands of the police shall be disposed in accordance with Chapter 2, Article 2, Sections 2-2-1 through 2-2-3 of the County Code.**

D. **County and FCPS employees and members of their immediate family are not eligible to acquire County and FCPS property for personal use before such property has been declared surplus and has been made available to the general public. The County may, however, sell any dog specially trained for police work to the handler who was last in control of such dog, at a price deemed by the locality to be appropriate.**

Section 7. Donations

A. Accepting Donations:

1. Items $5,000 or more:
The Director of the Department of Purchasing and Supply Management or Assistant Superintendent of Financial Services is responsible for approving the acceptance donated items or services with a fair market value of $5,000 or more, and ensuring accepted items are properly accounted for.

2. Items under $5,000:
Department Heads, Principals, or their equivalents may accept donated items or services with a fair market value under $5,000.

B. Making Donations:

1. Items $5,000 or more:
When the fair market value of an item exceeds $5,000, the Board of County Supervisors or FCPS School Board, as appropriate and allowed by law, may offer surplus County or School property to charitable or non-profit organizations or public bodies for sale or donation, where appropriate. The Director of the Department of Purchasing and Supply Management or Assistant Superintendent of Financial Services shall coordinate all requests to donate items with their respective Board.

2. Items under $5,000:
When the fair market value of a surplus item is less than $5,000, the Director of the Department of Purchasing and Supply Management or Assistant Superintendent of Financial Services may donate the item directly to charitable or nonprofit organizations as appropriate and allowed by law.

It is further resolved that this resolution shall be effective July 1, 2011.

A Copy Teste:

Nancy Vehrs
Clerk to the Board of Supervisors

Board Agenda Item
July 10, 2012

ACTION - 6

Approval of the Board's Third Four-Year Transportation Program (FY2013-FY2016)

ISSUE:
Board approval of a list of proposed roadway, spot improvement, pedestrian, bike, and transit projects and associated funding for inclusion as the Board's third Four-Year Transportation Program. Board approval of additional funding allocations for previously approved projects.

RECOMMENDATION:
The County Executive recommends that the Board approve the attached list of proposed roadway, spot improvement, pedestrian, bike, and transit projects included as the FY2013-FY2016 Board Four-Year Transportation Program, and associated funding in the amount of $103.7 million as detailed in Attachment A. It is also recommended that the Board allocate additional funds in the amount of $31.7 million toward previously approved projects, as detailed in Attachment B. Funding in the amount of $937.0 million from various revenue sources will be required to support the Four-Year Transportation Program.

TIMING:
Board approval is requested on July 10, 2012, so that staff can move forward with implementation of projects as expeditiously as possible.

DISCUSSION:
FCDOT staff has reviewed projected revenues for transportation funding in the next four years, FY2013 to FY2016. Projected revenues are comprised of a number of funding sources, including the Commercial & Industrial (C&I) Tax revenues, County General Obligation Bonds for transportation, Economic Development Authority (EDA) bond revenues, Federal Congestion Mitigation & Air Quality (CMAQ) and Regional Surface Transportation Program (RSTP) funds, and Department of Defense (DOD) Office of Economic Adjustment (OEA) grants. Projected funding comes to a total of $937.0 million from these various sources.

The Board has already allocated funding in the amount of $801.6 million, as detailed in Attachment C. Previously approved projects and funding sources include:

- Projects approved by the voters and funded by the 2004 and 2007 County

General Obligation Bonds for transportation;
- Projects approved by the Board on October 19, 2009, and March 29, 2011, and funded by the C&I tax revenues;
- Tysons Roadway projects reflecting the priorities included in the Comprehensive Plan amendment adopted by the Board on June 22, 2010;
- Dulles Corridor Bicycle and Pedestrian Improvements projects approved by the Board on March 29, 2011; and
- The Tysons Metrorail Station Access Management Study (TMSAMS) projects approved by the Board on May 22, 2012, and funded by RSTP funds.

FCDOT staff met with all of the district Supervisors and their staff to identify possible projects for proposed funding for the next four year period. These meetings occurred from November 2011 through January 2012, and after further review and prioritization, a list of recommended projects was developed. Staff presented this list of projects to the Board at the May 8, 2012, and June 12, 2012, Board Transportation Committee meetings, and at the May 29, 2012, Board Aides meeting. These new projects were selected to provide added capacity, increase safety, provide congestion mitigation, connect missing sidewalk and bicycle links, provide safe access to transit facilities, and offer alternative transportation mode options to commuters.

Following Board approval of the attached project list, staff will undertake detailed scoping of the projects. For some projects, staff can begin design, right-of-way, utility relocation and construction activities for projects with funding that was previously allocated (TMSAMS and Reston Metrorail Access Group). For projects proposed to be funded by the upcoming 2014 Transportation Bond Referendum ($100 million), project implementation will not begin until the referendum is voted on in November 2014. If the referendum is not approved by the voters, staff will amend the attached lists to remove those projects proposed for Bond funding.

In addition to the $937.0 million in projects outlined in the attachments, when County staff reports on progress regarding the Third Four-Year Program, staff will include projects from the previous Four-Year Programs and projects in Fairfax County funded by other external sources, in a biannual, comprehensive report to the Board.

FISCAL IMPACT:
Available revenues for FY2013 to FY2016 total $937.0 million. The Board of Supervisors has previously approved projects and allocated funding in the amount of $801.6 million (Attachment C). Additional funding in the amount of $31.7 million is required to complete several of these projects, which are already in progress (Attachment B). Attachment A identifies a slate of new projects proposed for funding in the next four years, in the amount of $103.7 million.

The Four-Year Transportation Program projects are funded with identified revenues including General Obligation Bonds programmed as part of the Capital Improvement Program. Funding for the program will consist of the following sources: $237 million in RSTP and CMAQ funds anticipated to be received by the County through FY2016; $245 million in existing and proposed County General Obligation (G.O.) and Revenue Bonds; $262 million in County Commercial and Industrial Tax revenues; and $193 million in federal and private sources.

This plan assumes a proposed increase in the Commercial and Industrial Tax revenue rate from 11 cents to 12.5 cents per $100 of assessed value beginning in FY2014. This increase was discussed with the Board during the February 7, 2012, Board retreat and during subsequent budget discussions. The Board is not being asked to take action on this increase at this time. Formal adoption of the FY2014 C&I tax rate will be included in the FY2014 Budget.

ENCLOSED DOCUMENTS:
Attachment A: Four-Year Program - Proposed Countywide Projects (by Category)
Attachment B: Additional Funding Needed for Previously Approved Projects FY13-FY16
Attachment C: Revenues Previously Allocated to Projects

STAFF:
Robert A. Stalzer, Deputy County Executive
Susan Datta, Chief Financial Officer and Director, Department of Management & Budget
Joe LaHait, Debt Coordinator, DMB
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
W. Todd Minnix, Chief, Transportation Design Division, FCDOT
Todd Wigglesworth, Section Chief, Coordination and Funding Division, FCDOT
Eric M. Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Karyn L. Moreland, Chief, Capital Projects Section, FCDOT
Ray Johnson, Coordination and Funding Division, FCDOT
Chris Wells, Pedestrian Program Manager, Capital Projects Section, FCDOT

THIS PAGE INTENTIONALLY LEFT BLANK

Attachment A - Four-Year Program - Proposed Countywide Projects (by Category)

Route #	Project Name	Project Description	District	Allocated ($mil)	Funding Source
Roadway / Spot Improvements					
620	Braddock Road/Danbury Forest/Wakefield Chape	Construct short-term left-turn lane improvements	BR	$0.050	GOB
620	Braddock Road/Roberts Road	Construct Right Turn Lane from NB Roberts to EB Braddock Rd	BR	$0.850	GOB
I-395	I-395 SB Off-Ramp to Route 236 WB (Ph I)	Enhanced signage/wayfinding	MA	$0.500	GOB
236	Route 236/Beauregard St	Channelize Route 236 WB Left Turn Lane at Beauregard St	MA	$0.050	GOB
7	North Chambliss St/Beauregard St	Eliminate exclusive RTL from N Chambliss to Beauregard	MA	$1.000	GOB
I-395	I-395 SB Off-Ramp to Route 236 WB (Ph II)	Widen Off-Ramp to Two Lanes	MA	$1.000	GOB
236	Route 236/Beauregard St Bus Pullout	Close EB Service Drive and Install Bus Pullout	MA	$0.200	GOB
236	Route 236/Cherokee Ave	Construct NB RTL from Cherokee Ave to EB Route 236	MA	$0.500	GOB
642	Lorton Road/Lorton Station Blvd	Extend WB LTL and convert signal to protected only phasing	MV	$1.200	GOB
642	Lorton Road/Lorton Market Road	Extend WB Left Turn Lane	MV	$0.300	GOB
600	Silverbrook Road @ Southrun Road	Intersection improvements, EB left turn lane	MV	$1.200	GOB
29	Route 29 Widening	From Shirley Gate Road to PW County Line (segments)	SP,BR,SU	$2.830	GOB
XXXX	Jones Branch Drive Connector	Construct roadway connection including bicycle and pedestrian facilities, reservation for transit	PR	$41.100	C&I/RVB/GOB/PROF/RSTP
				$50.780	
Pedestrian Intersection Improvements					
620	Braddock Road/Olley Lane	Intersection improvements	BR	$0.150	GOB
645	Burke Lake Road/Coffer Woods Road	Intersection improvements, and extend sidewalk	BR, SP	$0.400	GOB
5422	Lakepointe Dr/Guinea Rd	Intersection improvements, extend sidewalk on Lakepointe	BR	$0.300	GOB
1155	Highland St/Backlick Rd/Amherst Ave	Intersection Improvements	LE	$0.300	GOB
650	Annandale Road/Graham Road	Intersection improvements	MA	$0.150	GOB
617	Backlick Road/Edsall Road	Intersection improvements	MA	$0.200	GOB
244	Columbia Pike/John Marr Dr	Intersection improvements	MA	$0.150	GOB
244	Columbia Pike/Gallows Road	Intersection improvements	MA	$0.200	GOB
641	Pohick Road/Southrun Road	Intersection improvements, and extend sidewalk	MV	$0.200	GOB
636	Hooes Road/Newington Forest Ave	Intersection improvements, and extend sidewalk	SP, MV	$0.200	GOB
50	Route 50/Sullyfield Circle/Centerview Dr	Intersection improvements	SU	$0.200	GOB
28	Centreville Road/Machen Road	Intersection improvements	SU	$0.150	GOB
	New Pedestrian/Bicycle Funds		CW	$1.000	C&I
				$3.600	
Walkway/Trail/Bicycle					
644	Old Keene Mill Rd Walkway	North side from Carrleigh Pkwy west to existing	BR	$0.100	GOB
710	Wakefield Chapel Rd Walkway	East side from Braddock Rd to Stahlway La	BR	$0.500	GOB
710	Wakefield Chapel Road Bike Lanes	Extend On-Road Bike Lanes from Pulley Ct to NVCC Campus	BR	$0.130	GOB
XXXX	GMU-City-Vienna Metrorail Bike Route	Brand and sign bike route between GMU and Vienna Station	BR	$0.010	GOB
5101	Lake Braddock Drive Road Diet	On-Road Bike Lanes from Burk Road to Rolling Road	BR	$0.040	GOB
XXXX	Burke VRE Connector Ph IV	Trail from VRE Station west to Oak Leather/Lake Barton	BR	$1.200	GOB
XXXX	CCT Pavement Upgrades	Upgrade segments between Rt 236 and Old Keene Mill Rd	BR	$0.200	GOB
123	Dolly Madison Blvd Sidewalk	Dolly Madison Blvd Sidewalk (south side) - Chainbridge Rd	DR	$0.300	GOB
123	Dolly Madison Blvd Sidewalk	South side missing links from Old Dominion Dr to Beverly Ave	DR	$0.400	GOB
695	Kirby Road Sidewalk	Kirby Road Sidewalk - Chesterbrook to east of Chesterbrook ES	DR	$0.300	GOB
1799	North West St Sidewalk	North side from Great Falls St to Brilyn Pl	DR	$0.300	GOB
605	Sunrise Valley Dr Sidewalk	East side from River Birch Rd to Legacy Circle	DR	$0.300	GOB
644	Franconia Road Walkway	North side from Norton Rd to Governor's Pond Cir (west)	LE	$1.100	GOB
613	South Van Dorn St @ Franconia Rd Walkway	Southwest quadrant missing link	LE	$0.400	GOB
600	Silverbrook Road Walkway	South side from Hooes Road to South County HS	MV	$2.300	GOB
652	Burke Road Bike Lanes	On-Road Bike Lanes/Road Diet from Mill Cove Ct to VRE Station	SP	$0.040	GOB
608	West Ox Road Trail	Missing segments from Penderbrook Road to Route 50	SU	$0.995	GOB
608	West Ox Road Trail (proffer)	Missing segments from Penderbrook Road to Route 50	SU	$0.005	PROF
29	Route 29 Trail (proffer)	Missing segments from Stringfellow Road to PW County Line	SU	$0.334	PROF
50	Route 50 Trail	From West Ox Rd to east of Lee Road (missing segments)	SU	$1.400	GOB
				$10.354	
Transit					
xxxx	Rolling Road VRE lot	Expand parking lot	SP, BR	$1.000	CMAQ
xxxx	Fairfax Connector	New Bus Purchases	CW	$3.300	C&I
xxxx	Fairfax Connector	Bus Stop Projects	CW	$4.000	C&I
				$8.300	
				$73.034	

Next Four-Year Program - Proposed Projects (RMAG)

Route #	RMAG ID	Project Name	District	Allocated ($mil)	Funding Source
xxxx	K	Isaac Newton Sq W	HM	$2.234	RSTP
5320	I24	Sunrise Valley Dr/Commerce Pk Dr	HM	$0.054	RSTP
5320	I27	Sunrise Valley Dr/Great Meadow/Centennial	HM	$0.097	RSTP
828	I32	Wiehle Ave/ DTR Ramps	HM	$0.019	RSTP
828	X1	Wiehle Ave @ W&OD Trail (Ph I)	HM	$0.046	RSTP
675	I3	Sunset Hills Rd/Town Center Parkway	HM	$0.200	RSTP
5320	I12	Sunrise Valley Dr/Mercator Dr-USGS	HM	$0.200	RSTP

Route #	Project Name	Project Description	District	Allocated ($mil)	Funding Source
5320	S9	Sunrise Valley Dr-South Side from Glade Dr to Reston Pkwy	HM	$3.882	RSTP
xxxx	S11	Isaac Newton Sq W Walkway	HM	$0.283	RSTP
828	S15, B10	Wiehle Ave Station Walkway/Bikeway	HM	$0.500	RSTP
828	B14	Wiehle Ave @ W&OD Trail (Ph II)	HM	$2.337	RSTP
7414		Town Center Pkwy	HM	$6.148	RSTP
				$16.000	
Next Four-Year Program - Proposed Projects (TMSAMS)					
Route #	**TMSAMS ID**	**Project Name**	**District**	**Allocated ($mil)**	
xxxx	SW #12	Scotts Run Walkway	PR	$2.500	RSTP
123	SW #8	Chain Bridge Road Walkway	PR	$0.750	RSTP
650	SW #16	Gallows Road Walkway	PR	$0.250	RSTP
3402	SW #15	Aline Avenue Walkway	PR	$0.250	RSTP
839	SW #14	Madrillon Road Walkway	PR	$0.250	RSTP
5062	SW #7	Jones Branch Drive Walkway	PR	$0.400	RSTP
7	CW #9	Leesburg Pike/Gosnell/Westpark	HM	$0.250	RSTP
7	CW #8	Leesburg Pike/Spring Hill Road	HM	$0.250	RSTP
7	CW #1	Leesburg Pike/Tyco/Westwood Ctr	HM	$0.250	RSTP
6054	CW #29	Solutions Dr/Greensboro Blvd	PR	$0.050	RSTP
650	CW #17	Gallows Rd/Gallows Branch Rd	PR	$0.250	RSTP
677	CW #15	Old Courthouse Rd/Woodford Rd	PR	$0.200	RSTP
650	CW #19	Gallows Rd/Boone Blvd	PR	$0.150	RSTP
786	CW #18	Boone Blvd/Aline Ave	PR	$0.050	RSTP
6034	CW #31	International Dr/Jones Br/Spring Hill	PR	$0.150	RSTP
6034	CW #30	International Dr/Tysons Blvd	PR	$0.150	RSTP
5061	CW #34	Westpark Dr/Jones Branch Dr	PR	$0.150	RSTP
5457	CW #33	Westbranch Dr/Westpark Dr	PR	$0.100	RSTP
5457	CW #32	Westbranch Dr/Jones Branch Dr	PR	$0.100	RSTP
3543	CW #35	Old Meadow Rd/Old Meadow La	PR	$0.050	RSTP
1074	CW #42	Colonial La/Chain Bridge Rd	PR	$0.050	RSTP
1549	CW #43	Seneca Ave/Chain Bridge Rd	PR	$0.050	RSTP
4018	CW #10	Tyspring St/Gosnell Rd	HM	$0.050	RSTP
8733	CW #11	Raglan Rd/Gosnell Rd	HM	$0.050	RSTP
2736	CW #12	Wall St/Gosnell Rd	HM	$0.050	RSTP
xxxx	TR #D	Vesper Court Trail	HM	$1.000	RSTP
xxxx	TR #A	Ashgrove Lane Trail	HM	$0.500	RSTP
677		Old Courthouse Rd Bike Shoulders	HM	$0.115	RSTP
936		Sandburg St Trail	PR	$0.150	RSTP
695		Idylwood Road Bike Lanes	PR	$1.050	RSTP
xxxx		Pavement Marking Plans	PR	$0.100	RSTP
xxxx		Tysons Wayfinding Signage	PR	$0.100	RSTP
xxxx		Tysons Pavement Markings	PR	$0.015	RSTP
7		Route 7 Shared Use Paths	DR	$4.500	RSTP
xxxx		Construction Reserve	CW	$0.354	RSTP
				$14.684	
TOTAL				**$103.7**	

Attachment B - Additional Funding Needed for Previously Approved Projects FY13-FY16

Project Type/Description	District	Allocated ($mil)	Funding Source
Telegraph Rd Walkway	LE	$ 1.5	GOB
Leesburg Pk/Colvin Run Rd (Pedestrian and Intersection Improvements)	DR	$ 1.3	C&I
Lees Corner Rd Walkway	SU	$ 1.0	C&I
Route 29 Widening (Centreville to Fairfax City)	SP, SU, BR	$ 5.5	GOB/PROF
Lorton Rd Widening (Rt 123 to Silverbrook Rd)	MV	$ 5.1	C&I/GOB/PROF
Giles Run Park Access Roadway	MV	$ 2.8	C&I
Braddock Rd (Rt 123 to Roanoke Dr)	BR	$ 2.5	C&I
Spot Improvement Projects	CW	$ 1.9	C&I/GOB
Rolling Rd Widening (Delong to Fullerton)	MV	$ 0.3	C&I
Other Projects*	CW	$ 9.8	C&I/GOB
Total		**$ 31.7**	

*Includes 57 pedestrian projects, many with significant ROW, utility, and redesign cost increases.

Attachment C - Revenues Previously Allocated to Projects

Project Type/Description	District	Allocated ($mil)	Funding Source
Transit Projects:			
Fairfax Connector Operations Support	CW	$130.314	C&I
Bus Stop Solar Lighting	CW	$1.400	GOB
Fairfax Connector Herndon Garage Renovations	DR	$6.100	GOB
GMU and NVCC Transit Centers	BR	$1.000	C&I/GOB
Stringfellow Park & Ride	SU	$5.500	GOB
I-66/Vienna Metrorail Bus Ramp	PR	$38.540	RSTP
VRE Lorton Platform Extension	MV	$7.420	CMAQ
VRE Rolling Rd Platform Extension	BR	$2.000	CMAQ
Transit Stores	CW	$2.000	CMAQ
Connector Buses - Service Expansion	CW	$3.329	C&I
		$197.603	
Pedestrian, Bike, Bus Stop, Spot Intersection (see consolidated list for breakout):			
Pedestrian	CW	$17.630	C&I/GOB/CMAQ/RSTP
Bicycle Facilities	CW	$3.630	C&I/GOB
Bus Stop Projects	CW	$5.248	C&I/GOB
Spot Intersection Improvements	CW	$13.275	C&I/GOB
BOS Spots	CW	$0.839	C&I
		$40.622	
Roadway Projects:			
Braddock Rd - Rt 123 to Roanoke Dr	BR/SP	$2.500	C&I
Cinder Bed Rd Improvements	MV	$5.300	GOB
Eskridge Rd Extension	PR	$0.010	PROF
Fairfax County Pkwy Safety Improvements	SP, SU, BR	$2.600	GOB
Giles Run Park Access Roadway	MV	$1.800	C&I
Lorton Rd Widening - Rt 123 to Silverbrook Rd	MV	$61.205	C&I/RVB/GOB/PROF
Poplar Tree Rd Improvements	SU	$0.185	GOB/PROF
Route 7 Widening - Rolling Holly Dr to Reston Ave	HM/DR	$0.076	GOB/PROF
Route 29 @ Gallows Rd	PR	$51.472	C&I/RSTP
Route 29 Widening - Centreville to Fairfax City	SP/SU/BR	$11.900	C&I/GOB/PROF
Stringfellow Rd Widening - Fair Lakes Pkwy to Rt 50	SP/SU	$33.378	GOB/PROF
		$170.426	
Dulles Rail/Tysons Corner Projects:			
Tysons Corner Connections to Dulles Toll Rd	DR/HM/PR	$1.244	C&I
Boone Blvd and Greensboro Dr - Conceptual Engrng & Design	PR/HM	$0.800	PROF
Route 7 Widening - Rt 123 to I-495 - Conceptual Engrng & Design	PR	$1.004	PROF
Tysons Corner St Grid - Conceptual Engrng & Design	DR/HM/PR	$2.500	PROF
Tysons Corner Circulator Feasibility Study	DR/HM/PR	$0.500	PROF
Tysons Corner Transp. and Urban Design Study	DR/HM/PR	$0.300	PROF
Route 7 ROW - DTR to Reston Ave	DR/HM	$23.791	GOB
Route 7 Widening - Rt 123 to I-495	PR	$22.000	GOB
		$52.139	
BRAC Related Projects:			
Mulligan Rd and Telegraph Widening - Beulah St to Leaf Rd	LE/MV	$11.130	CMAQ/RSTP/PROF
Telegraph Rd Widening - S Kings Hwy to S Van Dorn St	LE	$7.696	C&I/GOB
Richmond Hwy Widening (preliminary design & NEPA) - Mulligan Rd to Fairfax County Pkwy	MV	$1.747	C&I
Rolling Rd Loop Ramp	SP	$14.000	RSTP
Rolling Rd Widening - Fullerton Rd to Delong Dr	MV	$1.302	C&I/FED
Route 1 Widening - Telegraph Rd to Mount Vernon Highway	MV	$180.000	FED
		$215.875	
Advanced Planning, Design, Land Acquisition of Future Projects:			
Springfield Multi-Use Community Transit Hub	LE	$44.500	C&I/GOB/CMAQ
West Ox Bus Facility - Phase II Expansion	SP	$1.500	C&I
Columbia Pike Streetcar	MA	$27.805	C&I/CMAQ
		$73.805	

Project Type/Description	District	Allocated ($mil)	Funding Source
Project Implementation Support	CW	**$15.547**	C&I
Construction/Grant Match Reserve	CW	**$7.500**	C&I
Debt Service:			
Wiehle Ave Parking Garage Debt Service	CW	$4.145	C&I
EDA bond debt service	CW	$8.000	C&I
Dulles Rail Shortfall Debt Service	CW	$16.000	C&I
		$28.145	
TOTAL		**$801.662**	

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

ACTION – 7

Adoption of a Resolution that Confirms the Declaration of Local Emergency for June 29 and 30, 2012, Violent Storms, Approves and Consents to those Actions Taken by the Director of Emergency Management and County Staff During that Emergency, and Confirms the Termination of that Declared Local Emergency

ISSUE:
Board adoption of a resolution that (1) confirms the declaration of local emergency by the County Executive on June 30, 2012, to respond to violent storms causing wide-spread damage and utility outages; (2) approves and consents to all actions taken by the County Executive and County staff pursuant to that declared local emergency, and (3) confirms the termination of that declared local emergency by the County Executive on July 6, 2012, at 5:00 p.m.

RECOMMENDATION:
The County Executive recommends that the Board adopt the enclosed draft resolution as set forth in Attachment 1.

TIMING:
Virginia law requires Board action on July 10, 2012, which is the next regularly scheduled meeting of the Board following the declaration of local emergency on June 30, 2012.

BACKGROUND:
In the aftermath of the violent storms causing wide-spread damage and utility outages, the County Executive, acting in his capacity as Director of Emergency Management, signed a Declaration of Local Emergency, effective June 30, 2012. That Declaration officially activated the County's Emergency Operations Plan and authorized the furnishing of aid and assistance under the Plan in order to mitigate the results of the violent storms. The Governor of Virginia also declared a state of emergency for Virginia. The County Executive terminated the local emergency effective July 6, 2012, at 5:00 p.m., after determining that all coordinated local government emergency actions had been taken, and it was no longer necessary for the Declaration of Local Emergency to remain in effect.

The Commonwealth of Virginia Emergency Services and Disaster Law of 2000, codified at Virginia Code §§ 44-146.13 through 44-146.28.1, authorizes the County Director of Emergency Management to declare the existence of a local emergency when the governing body cannot convene. Any such declaration is subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within fourteen days of the declaration, whichever occurs first. Virginia Code § 44-146.21(a). As July 10, 2012, is the Board's next regularly scheduled meeting following the Declaration of a Local Emergency, staff requests the Board to adopt a Resolution (Attachment 1) to confirm the Declaration of Local Emergency, the termination of the local emergency, and to approve and consent to all actions taken by the Director of Emergency Management and County staff pursuant to the declaration and the Fairfax County Emergency Operations Plan.

FISCAL IMPACT:
Wide-spread damage in the County was caused by the June 29 and 30, 2012, violent storms. The storms were responsible for the loss of two lives in the County, caused significant utility interruption, including loss of power to many traffic control devices, and significant damage to property from hundreds of fallen trees. This declaration of a local emergency by the Board will permit the County to seek funds as appropriate for evaluation, recovery, and clean-up actions.

ENCLOSED DOCUMENTS:
Attachment 1 – Draft Board Resolution
Attachment 2 – Declaration of a Local Emergency by the County Executive on June 30, 2012
Attachment 3 – Termination of a Declared Local Emergency by the County Executive on July 6, 2012
Attachment 4 – News Release of Virginia Declaration of Emergency

STAFF:
Edward L. Long Jr., County Executive
David M. McKernan, Coordinator, Office of Emergency Management
Cynthia L. Tianti, Deputy County Attorney

Attachment 1

Resolution Confirming The Declaration Of Local Emergency

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, July 10, 2012, at which a quorum was present and voting, the following resolution was adopted:

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, codified at Virginia Code §§ 44-146.13 through 44-146.28.1, authorizes the Director of Emergency Management to declare the existence of a local emergency when the governing body cannot convene, subject to confirmation by the governing body at its next regularly scheduled meeting or at a special meeting within fourteen days of the declaration; and

WHEREAS, severe and violent storms occurring on June 29 and 30, 2012, were wide-spread and caused the loss of two lives, significant utility interruption, and significant damage to property from hundreds of fallen trees in Fairfax County, Virginia, with dangerous circumstances of sufficient severity and magnitude to warrant coordinated local government action to alleviate the damage, loss, hardship, or suffering threatened or caused thereby; and

WHEREAS, such an emergency necessitated the Declaration of a Local Emergency by the Director of Emergency Management, effective June 30, 2012, through 5:00 p.m. on July 6, 2012; and

WHEREAS, circumstances did not permit the governing body to convene to consent to the declaration of a local emergency; and

WHEREAS, the Director of Emergency Management determined that all coordinated local government emergency actions had been taken and that it was not necessary to extend the Declaration of Local Emergency beyond July 6, 2012; and

WHEREAS, the Board of Supervisors of Fairfax County seeks to confirm the Declaration of Local Emergency and to approve and consent to all actions taken by the Director of Emergency Management and County staff pursuant to the declaration and the Fairfax County Emergency Operations Plan;

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

1. Confirms the Declaration of a Local Emergency on June 30, 2012; and

2. Approves and consents to all actions taken by the Director of Emergency Management and County staff pursuant to the Declaration of Local Emergency and the Fairfax County Emergency Operations Plan; and

3. Confirms the Termination of a Declared Local Emergency at 5:00 p.m., on July 6, 2012.

A Copy Teste:

_____
Catherine A. Chianese
Clerk of the Board of Supervisors

Attachment 2

Declaration Of A Local Emergency

WHEREAS, due to storms producing heavy rains and winds, resulting in wide-spread power outages, the County of Fairfax is facing dangerous conditions of sufficient severity and magnitude to warrant coordinated local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused thereby; and

WHEREAS, the conditions of extreme peril to life and property necessitate the proclamation of the existence of a local emergency; and

WHEREAS, circumstances do not permit the governing body to convene to consent to the declaration of a local emergency;

NOW, THEREFORE, subject to confirmation by the Board of Supervisors, which is the governing body of Fairfax County, Virginia, in accordance with Virginia Code § 44-146.21, the Director of Emergency Management declares and proclaims the existence of a local emergency in Fairfax County; and

It is further proclaimed and ordered that during the existence of said emergency the powers, functions, and duties of the Director of Emergency Management and the Emergency Management organization of the County of Fairfax shall be those proclaimed by State law and the ordinances, resolutions, and approved plans of the County of Fairfax in order to mitigate the effects of said emergency.

Dated: 6/30/12

Edward L. Long Jr.
Director of Emergency Management

Attachment 3

Termination of a Declared Local Emergency

WHEREAS, due to violent storms producing heavy rains and winds, resulting in wide-spread power and other utility outages, Fairfax County, Virginia, faced dangerous conditions of sufficient severity and magnitude to necessitate the proclamation of the existence of a local emergency on June 30, 2012; and

WHEREAS, such a declaration of a local emergency was issued on June 30, 2012, subject to confirmation by the Board of Supervisors, which is the governing body of Fairfax County, in accordance with Virginia Code § 44-146.21; and

WHEREAS, all coordinated local government emergency actions necessary to prevent or alleviate the damage, loss, hardship or suffering threatened or caused by such violent storms and heavy winds resulting in wide-spread power and other utility outages have been taken, and it is no longer necessary for that declaration of a local emergency to remain in effect;

NOW, THEREFORE, that previously declared local emergency is hereby terminated effective 5:00 p.m. on July 6, 2012.

All actions taken by the Director of Emergency Management, including, but not limited to, the Declaration of a Local Emergency issued on June 30, 2012, and this termination of that declared local emergency shall be subject to confirmation by the Board of Supervisors of Fairfax County pursuant to Virginia Code § 44-146.21.

Dated: 7/6/12

Edward L. Long Jr.
Director of Emergency Management

Attachment 4

Print Page | Back to Full Page

For Immediate Release
June 30, 2012

Recommend Sign Up to see what your friends recommend.

Tweet 0

Contact

Jeff Caldwell
Press Secretary

(804) 786-2211

Governor McDonnell Declares State of Emergency for Severe Weather

– Six Confirmed Fatalities, More Than One Million without Power –

Governor Asks Media to Help Disseminate Information about Locations of Local Cooling Shelters

All Virginians Can Check: http://virginiaderecho.tumblr.com/ Throughout the Days Ahead for List of All Known Local Cooling Shelters

RICHMOND - Governor Bob McDonnell has declared a state of emergency in response to severe weather that affected the Commonwealth last night. This action authorizes state agencies to assist local governments in responding to the storm's impact and forecasted extreme temperatures.

"The widespread power outage caused by last night's storms, combined with forecasted triple-digit high temperatures for the next several days, have created a dangerous situation for many Virginians," said Governor Bob McDonnell. "Older Virginians, infants and those who have medical conditions are especially at risk for heat related injuries. Please check on your neighbors, friends and family members and make sure they have a cool place to stay. It will take several days to restore all power so Virginians should plan accordingly. This is not a one day situation; it is a multi-day challenge. In particular, I ask the members of the media to help broadcast information regarding the location of all cooling shelters in the state. Cooling shelters are run by localities, so as that information continues to be released I ask that our local radio, television, print and online media outlets get those locations out as quickly and broadly as possible. In this difficult situation we must all work together to help one another."

Last night's thunderstorms caused the broadest non-hurricane related power outage in Virginia history. In addition, today's forecast calls for the possibility of additional thunderstorms this evening and tonight, with the potential for the storms to become severe. As temperatures continue to reach the triple-digits in the days ahead the Governor is calling for all Virginians to help one another as power outages could last for a number of days.

Specifically the Governor asks:

- Neighbors to check in on one another and offer assistance to those without power
- Media to work with local governments to broadcast as widely as possible the locations of all local cooling stations. Cooling stations are run by localities and therefore announcements regarding their locations are done on a city by city, county by county basis. Media are asked to stay in close contact with local officials and utilize all communication platforms to help Virginians find
- Virginians with power, or on a mobile device, should check http://virginiaderecho.tumblr.com/ periodically for a rolling list of all known local cooling stations and share that information with friends, family and neighbors

Under state law, the governor declares a state of emergency so that state resources can be made available. This emergency declaration ensures a fully coordinated state response to support local response and recovery efforts. A declaration also expedites timely deployment of personnel, equipment and supplies to impacted areas.

- The Virginia Emergency Operations Center is coordinating the state's response with increased staffing.
- Virginia Department of Transportation crews are working to clear debris and ensure roads are safe for travel.
- Virginia State Police are assisting with traffic control and security.
- The Governor has authorized up to 300 National Guard members to assist with recovery

# # #

THIS PAGE INTENTIONALLY LEFT BLANK

INFORMATION - 1

Contract Award – Consultant Services, Transportation and Urban Planning, Design, and Engineering

On February 24, 2012, the Department of Purchasing and Supply Management issued Request for Proposal RFP2000000131, soliciting offers from qualified sources to provide Transportation and Urban Planning, Design, and Engineering consultant services.

This contract will provide necessary services in the areas of transportation and urban planning design, and analysis; transportation design and engineering; transit planning and analysis; capital projects programming; public outreach, and other support areas. Tasks assigned under the contract may include sub-area studies in activity centers, identification of strategies to alleviate traffic congestion, identification and implementation of transit service improvements, and design of transportation projects. Work will be performed on a task order basis at established hourly rates for services in support of on-going activities of various county agencies such as the Department of Transportation, the Department of Planning and Zoning, and the Office of Community Revitalization.

RFP2000000131 was publicly advertised and notice was issued to potential offerors registered in the county and state procurement systems in accordance with the Fairfax County Purchasing Resolution. Fourteen firms submitted proposals. A Selection Advisory Committee (SAC) was formed and comprised of staff from the Department of Transportation, Department of Planning and Zoning, Office of Community Revitalization, and Purchasing and Supply Management. The SAC evaluated the proposals in accordance with the criteria and procedures established in the RFP. Due to the diversity of the work to be performed under the task order approach, and to maintain a level of competition with the task order awards, the SAC determined that multiple firms were qualified to perform work under this contract.

Upon completion of final evaluation of the top rated offerors, the SAC recommends contract awards to Parsons Brinckerhoff, Rummel, Klepper & Kahl, AECOM, Cambridge Systematics, ATCS, P.L.C., Kimley-Horn and Associates, Kittleson & Associates, CDM Smith and TranSystems. All firms are identified as large businesses with the exception of ATCS, P.L.C. which is identified as a small business.

The Fairfax County Department of Tax Administration has verified that these firms either currently possess a Fairfax County Business, Professional & Occupational License (BPOL), or are not required to possess a Fairfax County BPOL.

Unless otherwise directed by the Board of Supervisors, the County Purchasing Agent will proceed to award contracts to Parsons Brinckerhoff, Rummel, Klepper & Kahl, AECOM, Cambridge Systematics, ATCS, P.L.C., Kimley-Horn and Associates, Kittleson & Associates, CDM Smith and TranSystems, to provide Transportation and Urban Planning, Design, and Engineering consultant services.

FISCAL IMPACT:
The contract is an on-call services, task order contract. As a result, the total amount of the award is subject to change annually based on the availability of funds, and actual task orders will vary based on County requirements. The amount of funding and the funding source will be determined prior to the authorization of individual task orders.

ENCLOSED DOCUMENTS:
Attachment 1, List of Offerors for RFP2000000131

STAFF:
Susan Datta, Chief Financial Officer and Director, Department of Management and Budget
Cathy A. Muse, Director, Department of Purchasing and Supply Management
Tom Biesiadny, Director, Department of Transportation

Attachment 1

List of Offerors: RFP2000000131

AECOM
ATCS, PLC
Cambridge Systematics Inc.
CDM Smith
CH2M Hill
Kimley-Horn & Associates, Inc.
Kittelson & Associates Inc.
KLS Engineering, LLC
Paciulli Simmons & Associates, LTD
Parsons Brinckerhoff
RKK
Tran Systems
URS Corporation
Whitman Requardt & Associates, LLP

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

11:10 a.m.

Matters Presented by Board Members

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

12:00 p.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. *County of Fairfax, Virginia, and Robert Lison v. James J. Alpigini*, Case No. CL-2012-0004911 (Fx. Co. Cir. Ct.)

2. *Eileen M. McLane, Fairfax County Zoning Administrator v. Mary A. Salinas*, Case No. CL-2012-0002585 (Fx. Co. Cir. Ct.) (Providence District)

3. *Eileen M. McLane, Fairfax County Zoning Administrator v. Syed Sharafat Ali and Syed Parveen Ali*, Case No. CL-2012-0006453 (Fx. Co. Cir. Ct.) (Mason District)

4. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jose A. Machuca*, Case No. CL-2010-0009688 (Fx. Co. Cir. Ct.) (Mason District)

5. *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)

6. *Eileen M. McLane, Fairfax County Zoning Administrator v. Derek B. Vereen and Angelique H. Vereen*, Case No. CL-2012-0001757 (Fx. Co. Cir. Ct.) (Lee District)

7. *Eileen M. McLane, Fairfax County Zoning Administrator v. Steven L. Kohls and Virginia L. Kohls*, Case No. CL-2011-0003175 (Fx. Co. Cir. Ct.) (Mount Vernon District)

8. *Eileen M. McLane, Fairfax County Zoning Administrator v. Suzanne Louise Swartz and Maximo Del Castillo*, Case No. CL-2012-0005791 (Fx. Co. Cir. Ct.) (Lee District)

9. *Eileen M. McLane, Fairfax County Zoning Administrator v. Joseph E. Slattery and Ida L. Slattery*, Case No. CL-2011-0008871 (Fx. Co. Cir. Ct.) (Sully District)

10. *Eileen M. McLane, Fairfax County Zoning Administrator v. Robert A. DaCosta and Glenda A. DaCosta*, Case No. CL-2012-0005788 (Fx. Co. Cir. Ct.) (Lee District)

11. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Zoila Ortega and Eric Acevedo*, Case No. CL-2012-0003236 (Fx. Co. Cir. Ct.) (Providence District)

12. *Eileen M. McLane, Fairfax County Zoning Administrator v. David L. Coy and Christy L. Coy*, Case No. CL-2012-0002584 (Fx. Co. Cir. Ct.) (Springfield District)

13. *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)

14. *Eileen M. McLane, Fairfax County Zoning Administrator v. Rafael Vallecillo*, Case No. CL-2012-0004437 (Fx. Co. Cir. Ct.) (Providence District)

15. *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)

16. *Eileen M. McLane, Fairfax County Zoning Administrator v. Phu Ngo*, Case No. CL-2011-0015840 (Fx. Co. Cir. Ct.) (Mason District)

17. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. James J. Hodges*, Case No. CL-2012-0007873 (Fx. Co. Cir. Ct.) (Providence District)

18. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jesus Rojas and Leonor Gutierrez, a.k.a. Leonor Rojas*, Case No. CL-2012-0008379 (Fx. Co. Cir. Ct.) (Dranesville District)

19. *Eileen M. McLane, Fairfax County Zoning Administrator v. Ibrahim Abdullah*, Case No. CL-2012-0008381 (Fx. Co. Cir. Ct.) (Mason District)

20. *Eileen M. McLane, Fairfax County Zoning Administrator v. Titu Barua and Ujjal Barua*, Case No. CL-2012-0008503 (Fx. Co. Cir. Ct.) (Mount Vernon District)

21. *Eileen M. McLane, Fairfax County Zoning Administrator v. Orien V. Swartzwelder and Juanita D. Swartzwelder*, Case No. CL-2012-0008506 (Fx. Co. Cir. Ct.) (Mason District)

22. *Eileen M. McLane, Fairfax County Zoning Administrator v. Muhammad Ashraf*, Case No. CL-2012-0008509 (Fx. Co. Cir. Ct.) (Mason District)

23. *Eileen M. McLane, Fairfax County Zoning Administrator v. Michael A. Agge and Annabel M. Agge*, Case No. CL-2012-0008511 (Fx. Co. Cir. Ct.) (Lee District)

24. *Eileen M. McLane, Fairfax County Zoning Administrator v. Aaron Samson and Mary Samson*, Case No. CL-2012-0008508 (Fx. Co. Cir. Ct.) (Mason District)

25. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Memorial Venture, LLC*, Case No. CL-2012-0008505 (Fx. Co. Cir. Ct.) (Mount Vernon District)

26. *Eileen M. McLane, Fairfax County Zoning Administrator v. Farah Ahmad*, Case No. CL-2012-0008504 (Fx. Co. Cir. Ct.) (Dranesville District)

27. *Eileen M. McLane, Fairfax County Zoning Administrator and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Kelton Wallace LaFever and Linda L. LaFever*, Case No. CL-2012-0008507 (Fx. Co. Cir. Ct.) (Lee District)

28. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Rajendra Bernard Edwards*, Case No. CL-2012-0008576 (Fx. Co. Cir. Ct.) (Hunter Mill District/Town of Vienna)

29. *Eileen M. McLane, Fairfax County Zoning Administrator v. Barbara A. Grayson and Christopher William Thompson***,** Case No. CL-2012-0008575 (Fx. Co. Cir. Ct.) (Providence District)

30. *Eileen M. McLane, Fairfax County Zoning Administrator v. Sovannary Pich and Davuth Pich*, Case No. CL-2012-0008577 (Fx. Co. Cir. Ct.) (Lee District)

31. *Eileen M. McLane, Fairfax County Zoning Administrator v. Ibrahim I. Abdullah and Amany Abdullah*, Case No. CL-2012-0008578 (Fx. Co. Cir. Ct.) (Mason District)

32. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Richard A. Haynes, Trustee, Joelle A. MacDonald, Trustee, and Harold N. Haynes Residential Trust*, Case No. CL-2012-0008644 (Fx. Co. Cir. Ct.) (Mason District)

33. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Patricia Connors*, Case No. CL-2012-0008723 (Fx. Co. Cir. Ct.) (Mount Vernon District)

34. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. John M. Michaely*, Case No. CL-2012-0008722 (Fx. Co. Cir. Ct.) (Providence District)

35. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Mary Ann L. Stewart*, Case No. CL-2012-0008796 (Fx. Co. Cir. Ct.) (Braddock District)

36. *Eileen M. McLane, Fairfax County Zoning Administrator v. Bao T. Nguyen and Ninh T. Nguyen*, Case No. CL-2012-0008795 (Fx. Co. Cir. Ct.) (Mason District)

37. *Eileen M. McLane, Fairfax County Zoning Administrator v. Nicolas D. Parada and Luisa A. Parada*, Case No. CL-2012-0008793 (Fx. Co. Cir. Ct.) (Lee District)

38. *Eileen M. McLane, Fairfax County Zoning Administrator v. Amir Houshang Fazilat*, Case No. CL-2012-0008797 (Fx. Co. Cir. Ct.) (Hunter Mill District)

39. *Eileen M. McLane, Fairfax County Zoning Administrator v. Adam Marcetich*, Case No. CL-2012-0008909 (Fx. Co. Cir. Ct.) (Lee District)

40. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Redpath Development, LLC*, Case No. CL-2012-0008908 (Fx. Co. Cir. Ct.) (Mount Vernon District)

41. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Yvonne W. Pompan*, Case No. CL-2012-0008907 (Fx. Co. Cir. Ct.) (Mount Vernon District)

42. *Eileen M. McLane, Fairfax County Zoning Administrator v. Mohammad K. Butt, Mohammad A. Butt, and Abdul M. Butt*, Case No. CL-2012-0006062 (Fx. Co. Cir. Ct.) (Lee District)

43. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Judith C. Stover***,** Case No. CL-2012-0008991 (Fx. Co. Cir. Ct.) (Hunter Mill District/Town of Vienna)

44. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Laura S. Daleski***,** Case No. CL-2012-0008989 (Fx. Co. Cir. Ct.) (Lee District)

45. *Eileen M. McLane, Fairfax County Zoning Administrator v. Richard L. McEntee and Virginia L. McEntee*, Case No. CL-2012-0008990 (Fx. Co. Cir. Ct.) (Mount Vernon District)

46. *Eileen M. McLane, Fairfax County Zoning Administrator v. Rotonna L. Mullen*, Case No. CL-2012-0008992 (Fx. Co. Cir. Ct.) (Mount Vernon District)

47. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Jose Caballero and Rosa Caballero*, Case No. CL-2012-0009081 (Fx. Co. Cir. Ct.) (Mount Vernon District)

48. *Eileen M. McLane, Fairfax County Zoning Administrator v. Sanan Pecthcry and Cesaria Pecthcry*, Case No. CL-2012-0009022 (Fx. Co. Cir. Ct.) (Providence District)

49. *Eileen M. McLane, Fairfax County Zoning Administrator v. Bhupinder Kaur Saini and Jaswinder Singh Saini*, Case No. CL-2012-0008993 (Fx. Co. Cir. Ct.) (Sully District)

50. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Dilnawaz Baig*, Case No. GV12-013343 (Fx. Co. Gen. Dist. Ct.) (Lee District)

51. *Eileen M. McLane, Fairfax County Zoning Administrator v. Katerina Francis*, Case No. GV12-013131 (Fx. Co. Cir. Ct.) (Hunter Mill District)

52. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Todd Blaeuer*, Case Nos. GV12-014034 and GV12-014035 (Fx. Co. Gen. Dist. Ct.) (Sully District)

53. *Eileen M. McLane, Fairfax County Zoning Administrator v. Karem Vanessa Ibanez Padilla*, Case Nos. GV12-014036 and GV12-014037 (Fx. Co. Gen. Dist. Ct.) (Lee District)

54. *Eileen M. McLane, Fairfax County Zoning Administrator v. Steven Ko*, Case Nos. GV12-014030 and GV12-014031 (Fx. Co. Cir. Ct.) (Mason District)

55. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Jose Bracamonte Castillo*, Case Nos. GV12-014032 and GV12-014033 (Fx. Co. Cir. Ct.) (Lee District)

56. *Eileen M. McLane, Fairfax County Zoning Administrator v. Hugo R. Hinojosa and Gladys Hinojosa*, Case No. GV12-014859 (Fx. Co. Gen. Dist. Ct.) (Mason District)

57. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Michele Ann Von Kelsch***,** Case No. GV12-014861 (Fx. Co. Cir. Ct.) (Hunter Mill District)

58. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Melissa S. Malone***,** Case No. GV12-014860 (Fx. Co. Cir. Ct.) (Lee District)

59. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Candace K. Noonan***,** Case No. GV12-014862 (Fx. Co. Cir. Ct.) (Hunter Mill District)

\\s17prolaw01\documents\81218\nmo\434455.doc

Board Agenda Item
July 10, 2012

3:30 p.m.

Public Hearing on RZ 2011-LE-016 Insight Property Group, LLC, to Rezone from R-4, C-5, CRD and HC to PRM, CRD and HC to Permit Mixed Use Development with an Overall Floor Area Ratio of 1.74, Approval of the Conceptual Development Plan and a Waiver #5490-WPFM-002-1 to Permit the Location of Underground Storm Water Management Facilities, Located on Approximately 3.38 Acres of Land (Lee District)

This property is located in the Northwest quadrant of North Kings Highway and Poag Street, Tax Map 83-3 ((4)) A; 83-3 ((11) 2, 3, 4, 5 and 6.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 28, 2012, the Planning Commission voted 10-0-2 (Commissioners Hall and Hart abstaining) to recommend to the Board of Supervisors approval of the following actions pertinent to the subject application:

- Approval of RZ 2011-LE-016 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated June 20, 2012;

- Waiver #5490-WPFM-002-1 of Section 6-0303.8 of the Public Facilities Manual (PFM) to allow for an underground stormwater vault on a residential property, subject to the waiver conditions dated March 15, 2012, in Attachment 3A of Appendix 3 of the Staff Report;

- Waiver of Section 12-0508 of the PFM for the tree preservation target;

- Modification of the loading spaces requirements of Section 11-203 of the Zoning Ordinance to provide one space instead of four spaces;

- Modification of Section 13-303 for the transitional screening requirement and Section 13-304 of the Zoning Ordinance for the barrier requirement along the western and northwestern boundaries, subject to the landscaping and barrier as shown on the Conceptual Development Plan/Final Development Plan; and

- Waiver of Sections 12-202 of the Zoning Ordinance and 12-0514 of the PFM for interior parking lot landscaping.

In addition, the Planning Commission voted 10-0-2 (Commissioners Hall and Hart abstaining) to approve FDP 2011-LE-016, subject to the Board of Supervisors' approval of RZ 2011-LE-016 and the Final Development Plan conditions dated May 31, 2012, and contained in Appendix 2 of the Staff Report.

Board Agenda Item
July 10, 2012

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4387592.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
William Mayland, Department of Planning and Zoning

Planning Commission Meeting
June 28, 2012
Verbatim Excerpt

RZ/FDP 2011-LE-016 – INSIGHT PROPERTY GROUP, LLC

Decision Only During Commission Matters
(Public Hearing Held on June 14, 2012)

Chairman Murphy: Now go back to your other case that I screwed up.

Commissioner Migliaccio: Thank you, Mr. Chairman. Now I will continue on. I have a decision only tonight on behalf of Insight Property Group, LLC. It is a Rezoning and a FDP. Two weeks ago, we held a public hearing to rezone land in the Penn Daw CBC into the PRM District to allow 245 dwelling units to be built. This application stems from a recent Plan Amendment that did not enjoy universal support from the communities closest to the site. For those that did not carry the day during the Plan Amendment process, it would have been very easy to simply throw up their hands and walk away. This being Fairfax County, that is not what happened. The community remained involved and pressed the applicant to address two main issues – the environment and, of course, traffic. The applicant responded by providing a high-quality site design that incorporates buildings that meet LEED Silver design standards and a stormwater management plan that exceeds PFM guidelines. As for the traffic issue, the traffic improvements and the funding sought by the community – these will all be done prior to anyone moving into a single unit. This includes a traffic light at Poag Street, money for traffic calming on School Street, and funding to help realign Shields Avenue. I truly believe that this application will be a catalyst for continued revitalization on the Richmond Highway Corridor. The Lee District Land Use Committee voted 17 to 1 in favor. Our professional planning staff supports it, as do I. Therefore, Mr. Chairman, I have a few motions to make tonight. I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE RZ 2011-LE-016 AND THE ASSOCIATED CDP, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED JUNE 20, 2012.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion? All those in favor –

Commissioner Flanagan: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner Flanagan: Yes, I would just like to take the opportunity to thank staff for providing the provision – for changing the provision on the lighting of the parking garage on this aspect and also Commissioner Migliaccio was very helpful in that regard. So I just wanted to note that I will be voting in favor of this because of the fact that you did take care of that.
Commissioner Migliaccio: Mr. – Mr. Chairman. Thank you, Commissioner Flanagan. And since these are proffers, the applicant really stepped up and took your advice and put that in.

Commissioner Flanagan: Thank you.

Chairman Murphy: Okay, nice way to do business. All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2011-LE-016, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hall: Abstain, not present.

Commissioner Hart: Abstain.

Chairman Murphy: Mr. Hart abstains and Ms. Hall abstains, not present for the public hearing. Mr. Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. I MOVE APPROVAL OF FDP 2011-LE-016, SUBJECT TO THE PROPOSED FINAL DEVELOPMENT PLAN CONDITIONS DATED MAY 31, 2012, AND CONTAINED IN APPENDIX 2 OF THE STAFF REPORT AND THE BOARD OF SUPERVISORS' APPROVAL OF RZ 2011-LE-016 AND THE ASSOCIATED CDP.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion? All those in favor of the motion to approve FDP 2011-LE-016, subject to the Board's approval of the Rezoning and the Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hart: Abstain.

Chairman Murphy: Same abstentions, not present for the public hearing.

Commissioner Migliaccio: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE WAIVER NUMBER 5490-WPFM-002-1 OF SECTION 6-0303.8 OF THE PFM TO ALLOW FOR AN UNDERGROUND STORMWATER VAULT ON A RESIDENTIAL PROPERTY, SUBJECT TO THE WAIVER CONDITIONS DATED MARCH 15, 2012, IN ATTACHMENT 3A OF APPENDIX 3 OF THE STAFF REPORT.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioners Hall and Hart: Abstain.

Chairman Murphy: Same abstentions.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS TO APPROVE A WAIVER OF SECTION 12-0508 OF THE PFM FOR THE TREE PRESERVATION TARGET.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstentions.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS TO APPROVE A MODIFICATION OF THE LOADING SPACES REQUIREMENTS OF SECTION 11-203 OF THE ZONING ORDINANCE TO PROVIDE ONE SPACE INSTEAD OF FOUR SPACES.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hart: Abstain.

Chairman Murphy: Same abstentions.

Commissioner Migliaccio: I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS TO APPROVE A MODIFICATION OF SECTION 13-303 FOR THE TRANSITIONAL SCREENING REQUIREMENT AND SECTION 13-304 OF THE ZONING ORDINANCE FOR THE BARRIER REQUIREMENT ALONG THE WESTERN AND NORTHWESTERN BOUNDARIES, SUBJECT TO THE LANDSCAPING AND BARRIER AS SHOWN ON THE CDP/FDP.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstentions.

Commissioner Migliaccio: And finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE SUPERVISORS TO APPROVE A WAIVER OF SECTIONS 12-202 OF THE ZONING ORDINANCE AND 12-0514 OF THE PFM FOR INTERIOR PARKING LOT LANDSCAPING.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstentions.

Commissioner Migliaccio: Thank you, Mr. Chairman. That’s it.

Chairman Murphy: Thank you.

//

(The motions carried by votes of 10-0-2 with Commissioners Hall and Hart abstaining.)

JLC

Board Agenda Item
July 10, 2012

3:30 p.m.

Public Hearing on SE 2011-BR-016 (Cardinal Forest (E&A), LLC) to Permit a Drive-In Financial Institution, Located on Approximately 37,897 Square Feet of Land Zoned PRC and HC (Braddock District)

and

Public Hearing on PRC-A-787-02 (Cardinal Forest (E&A), LLC) to Approve the PRC Plan Associated with RZ-A-787 to Permit Commercial Development, Located on Approximately 8.67 Acres of Land Zoned PRC and HC (Braddock District)

This property is located on the North side of Old Keene Mill Road approximately 250 feet East of its intersection with Rolling Road. Tax Map 79-3 ((8)) 5D pt.

and

This property is located at 8316 to 8332 Old Keene Mill Road, Springfield, VA 22152. Tax Map 79-3 ((8)) 5D.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, May 31, 2012, the Planning Commission voted unanimously (Commissioner Hall absent from the meeting) to recommend to the Board of Supervisors approval of the following actions pertinent to the subject applications:

- Approval of PRC A-787-02;
- Approval of SE 2011-BR-016, subject to the development conditions dated May 31, 2012;
- Waiver of the on-road bike route requirement along the north side of Route 644;
- Waiver of the loading space requirement; and
- Modification of the peripheral parking lot landscaping requirement along Route 644 in favor of that depicted on the SE plat.

Board Agenda Item
July 10, 2012

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4383647.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Miriam Bader, Department of Planning and Zoning

Planning Commission Meeting
May 31, 2012
Verbatim Excerpt

PRC A-787-02 & SE 2011-BR-016 – CARDINAL FOREST (E&A), LLC

Decision Only During Commission Matters
(Public Hearing held on May 3, 2012)

Chairman Murphy: I'm sorry to take up your time. Ms. Hurley, please.

Commissioner Hurley: Yes, regarding the TD Bank at Cardinal Forest, is the applicant present?

Chairman Murphy: Up in the cheap seats.

Commissioner Hurley: As he approaches us, I have a – this is a question about what you just talked about. The sidewalks are not necessarily good. They're not up to the current conditions. And Mr. – you'll introduce himself.

Steven Teets, Engineer, with Edens and Avant: I'm Steve Teets with Edens.

Commissioner Hurley: And Mr. Teets, we have received questions about whether the sidewalk on the Old Keene Mill Road could be brought up to current standards as part of the Special Exception and staff believes it would be inappropriate to require widening of the existing four-foot sidewalk at this time. And I do recognize that you are creating a bus waiting pad and adding steps from the parking lot down to the sidewalk for pedestrians. However, as you know there is no buffer between this walkway and the road that carries approximately 46,000 cars a day. I walked it myself. It was not the most pleasant experience. It's my understanding that your company, which has only owned Cardinal Forest for a short time – the shopping center, Cardinal Forest – has long term plans to upgrade the center. When you do undertake a more comprehensive rehabilitation of the Cardinal Forest Plaza, do we have your commitment that you will, as part of the overall project, widen the sidewalk to create a safer access for pedestrians?

Mr. Teets: Yes, ma'am. As I said when you look at the – especially with the planned district that's there and the ability to do a lot of different things on that center – the first steps are obviously to make certain things better and have the business model put in place. But to do anything of substantial nature we would have to bring not only the Old Keene Mill, but actually the Rolling Road entrance as well as another area to look at on how that would be treated. So yes, ma'am. We would be doing that.

Commissioner Hurley: Thank you. And with that understanding, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PRC A-787-02.

Commissioners Alcorn and Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Alcorn and Mr. Migliaccio and the Chair. I also second the motion. All those in favor of the motion on PRC A-787-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2011-MA-013 [sic], SUBJECT TO THE DEVELOPMENT CONDITIONS DATED MAY 31, 2012.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SE 2011-BR-016, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE FOLLOWING WAIVERS: FIRST, THE ON-ROAD BIKE ROUTE REQUIREMENT ALONG THE NORTH SIDE OF ROUTE 644; AND SECOND, THE LOADING SPACE REQUIREMENT.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: And finally, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE PERIPHERAL PARKING LOT LANDSCAPING REQUIREMENT around – ALONG ROUTE 644 IN FAVOR OF THAT DEPICTED ON THE SE PLAT.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Just a – I'd like to add one comment also. On behalf of Supervisor Herrity and Marlae Schnare from his office and myself, I'd like to thank Rosemary Ryan, who's here tonight, and also Nell Hurley for including us in the citizens meetings and the deliberations on this application. Three corners of that quadrant are in the Springfield District and one is in the Braddock District and it's nice to be neighborly. Thank you very much. I thank the applicant too for your last concession.

//

(The motions carried unanimously with Commissioner Hall absent from the meeting.)

JLC

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

3:30 p.m.

Public Hearing on PRC–C-546-02 (Fairfax County Public Schools) to Approve the PRC Plan Associated with RZ-C-546 to Permit Expansion of Terra Centre Public Elementary School Located on Approximately 11.62 Areas of Land Zoned PRC (Braddock District)

This property is located in the Southeast quadrant of the intersection of Burke Centre Parkway and Pond Spice Lane. Tax Map 77-4 ((1)) 28A.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, May 31, 2012, the Planning Commission voted unanimously (Commissioner Hall absent from the meeting) to recommend to the Board of Supervisors approval of the following actions pertinent to the subject application:

- Approval of PRC C-546-02, subject to the development conditions dated May 24, 2012;
- Waiver of the trail requirement along Burke Center Parkway in favor of the existing condition depicted on the PRC plan; and
- Waiver of the barrier requirement along the southern property line in favor of the landscape plan included in the PRC plan.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4382722.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning
Brent Krasner, Department of Planning and Zoning

THIS PAGE INTENTIONALLY LEFT BLANK

Planning Commission Meeting
May 31, 2012
Verbatim Excerpt

PRC C-546-02 – FAIRFAX COUNTY PUBLIC SCHOOLS (TERRA CENTRE ELEMENTARY SCHOOL) (Braddock District)

Decision Only During Commission Matters
(Public Hearing held on April 18, 2012)

Commissioner Hurley: Thank you, Mr. Chairman. Since the Terra Centre Elementary School renovation public hearing, extensive discussions have been held about the potential installation of some sort of electronic traffic signaling device, commonly called a wink-o-matic. VDOT has written that they do not object to it. The Braddock District Supervisor and the Braddock School Board member support the installation of a traffic signal such as a wink-o-matic at Terra Centre. Therefore, that development condition remains in the package that you received dated May 24. And therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF PRC C-546-02, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED MAY 24, 2012.

Commissioners Alcorn and Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio and Mr. Alcorn. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve [sic] PRC A-787-02, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hurley.

Commissioner Hurley: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND A WAIVER OF THE TRAIL REQUIREMENT ALONG BURKE CENTER PARKWAY IN FAVOR OF THE EXISTING CONDITION DEPICTED ON THE PRC PLAN.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: And third, I MOVE THAT THE PLANNING COMMISSION RECOMMEND A WAIVER OF THE BARRIER REQUIREMENT ALONG THE SOUTHERN

PROPERTY LINE IN FAVOR OF THE LANDSCAPE PLAN INCLUDED IN THE PRC PLAN.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Hurley: That's all for that one.

Chairman Murphy: No SE? Okay, oh that's right. Yes, I just want to add a comment before we go – I want to thank Ms. Hurley for talking with us about this application. I know because this whole area used to be in the Springfield District and I know how that school is located on a very busy road and I know how – and Ms. Hurley knows how hard the citizens on that road and in the Burke Center Conservancy work to try to control the traffic and the speed of the traffic on Burke Center Parkway as a given. But also in the particular area where the school is located and I have from the beginning hardily supported the installation of a wink-o-matic in that area. And we heard a lot of reasons why it shouldn't go there and I thought each of those explanations why it shouldn't go there did not make any sense to me quite frankly. And I'm very pleased to see that that is now going to happen.

//

(The motions carried unanimously with Commissioner Hall absent from the meeting.)

JLC

Board Agenda Item
July 10, 2012

3:30 p.m.

Public Hearing on PRC-C-377, Fairfax County Public Schools, to Approve the PRC Plan Associated with RZ-C-377 to Permit an Addition to an Existing Public Elementary School and Associated Improvements, Located on Approximately 14.98 Acres of Land Zoned PRC (Hunter Mill District)

This property is located in the Southeast quadrant of the intersection of Sunrise Valley Drive and Cross School Road. Tax Map 27-1 ((3)) 2.

PLANNING COMMISSION RECOMMENDATION:
The Planning Commission public hearing was held on Thursday, May 31, 2012 and decision was deferred. On Thursday, June 28, 2012 the Commission voted unanamiously to defer the decision indefinitely.

ENCLOSED DOCUMENTS:
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4386553.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Nicolas Rogers, Staff Coordinator, DPZ

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

4:00 p.m.

Public Hearing to Consider an Ordinance Amending County Code Relating to Election Precincts and to Consider Temporarily Relocating Two Absentee Voting Satellites

ISSUE:
Public Hearing on an ordinance that proposes to amend Chapter 7 of the Fairfax County Code to (1) establish 2 new precincts, (2) abolish 4 precincts, (3) rename a precinct, (4) move polling places for 5 precincts, (5) adjust the boundaries of 5 precincts, and (6) correct the description of a precinct, and by separate motion, to consider the temporary relocation of 2 absentee voting satellites.

RECOMMENDATION:
The County Executive recommends adoption of the proposed ordinance to change voting precincts and recommends temporarily relocating 2 absentee voting satellites.

TIMING:
The Board authorized this public hearing on June 19, 2012. Board action on July 10, 2012, is necessary to provide sufficient time to complete the federal preclearance process in advance of the November 6, 2012, Presidential Election. Note that September 1, 2012, will be the effective date for the proposed changes.

BACKGROUND:
Virginia Code permits the governing body of each county and city to establish by ordinance as many precincts as it deems necessary with one polling place for each precinct. The Board of Supervisors is authorized to change polling place locations subject to the requirements of Virginia Code Sections 24.2-310 and 24.2-310.1. All registered voters who are affected by a change in their polling place will be mailed a new Virginia Voter Information Card following federal preclearance of the proposed changes.

The County staff is recommending that the Board consider these changes to voting precincts:

(1) In Braddock District, staff recommends combining North Springfield #1 and North Springfield #2 precincts into one precinct to conserve resources. The combined precinct will be named “North Springfield” and the polling place will be established at the North Springfield Elementary School located at 7602 Heming Court, Springfield, which previously served as the polling place for both the North Springfield #1 and the North Springfield #2 precincts.

(2) In Mason District, staff recommends moving the polling place for Masonville precinct from the Westminster School, a private school located at 3819 Gallows Road, Annandale, to the Mason Crest Elementary School, a Fairfax County Public School located at 3705 Crest Drive, Annandale. The Westminster School kindly allowed the use of their facility as a polling place while the new Mason Crest Elementary School was under construction.

(3) In Mount Vernon District, staff recommends moving the polling place for South County precinct from the South County Secondary School located at 8501 Silverbrook Road to the new South County Middle School located at 8700 Laurel Crest Drive, Lorton. Relocating this polling place will reduce the number of voters at South County Secondary School which currently serves as the polling place for two precincts. The Laurel Hill precinct will continue to vote at the South County Secondary School, which will be renamed "South County High School" in the fall.

(4) In Providence District, staff recommends combining the Graham and Greenway precincts into one precinct to conserve resources. The combined precinct will be named "Graham-Greenway" and its polling place will be established at the new Graham Road Elementary School located at 2831 Graham Road, Falls Church.

(5) In Providence District staff recommends adjusting the precinct boundary between the Magarity and Tysons precincts to conform to the newly adopted boundary between the 8th and the 11th Congressional Districts. The change will put Magarity precinct entirely within the 8th Congressional District and Tysons precinct entirely within in the 11th Congressional District. The area to be moved consists of commercial property including the Tysons Corner Shopping Center. No voters are affected by the change and the existing polling places will remain the same.

(6) In Springfield District, staff recommends moving the polling place for Hunt precinct from the Hunt Valley Elementary School located at 7107 Sydenstricker Road, Springfield, to the Sydenstricker United Methodist Church located at 8508 Hooes Road, Springfield. The Sydenstricker Church has kindly offered the use of their facility as a polling place. Staff further recommends that the precinct be renamed "Sydenstricker" to match the name of the church. Relocating this polling place will reduce the number of voters at Hunt Valley Elementary School which currently serves as the polling place for two precincts.

(7) In Springfield District, staff recommends moving the polling place for the Cedar Lake precinct from the Centerpointe Church at Fair Oaks located at 4104 Legato Road, Fairfax, to the Virginia Department of Transportation (VDOT) Building located at 4975 Alliance Drive, Fairfax. Relocating this polling place will reduce the number of voters at Centerpointe Church which currently serves as the polling place for two precincts.

(8) In Springfield District, staff recommends readopting the precinct description for Burke precinct to correct a clerical error that misidentified an "unnamed stream" as Pohick Creek along the northwestern boundary of the precinct. The correction does not change the existing precinct boundary and does not affect any voters.

(9) In Sully District, staff recommends adjusting the boundaries of Centre Ridge, Green Trails and Old Mill precincts to conform to the newly adopted boundary between the 10th and 11th Congressional Districts. The boundary changes will move 26 voters from Old Mill into Green Trails and 658 voters from Old Mill into Centre Ridge.

In addition, County staff is recommending the following changes to absentee voting sites:

(10) In Hunter Mill District, staff recommends temporarily moving the North County Absentee Voting Satellite from the North County Governmental Center, located at 12000 Bowman Towne Drive, Reston to the North County Human Services Building located at 1850 Cameron Glen Drive, Reston, while the Governmental Center and Police Station are undergoing renovation.

(11) In Dranesville District, staff recommends temporarily moving the McLean Absentee Voting Satellite from the McLean Governmental Center located at 1437 Balls Hill Road, McLean, to the Dolley Madison Library located at 1244 Oak Ridge Avenue, McLean, while the Governmental Center and Police Station are undergoing renovation.

For the Board's information, the 5 Absentee Voting Satellites located at the Mason, Franconia, Mount Vernon, West Springfield and Sully District Governmental Centers remain unchanged. Additionally, the Electoral Board has expanded satellite voting hours from 2 p.m. to 8 p.m. on weekdays beginning October 17 and extending through November 2, 2012, and from 9 a.m. to 5 p.m. on 3 Saturdays, October 20 and 27, and November 3, 2012.

FISCAL IMPACT:
Insignificant. Funding for polling place change notifications is provided in the agency's FY 2013 Adopted Budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Virginia Code Pertaining to Election Precincts and Polling Places
Attachment 2 – Descriptions and Maps of Proposed Changes
Attachment 3 – Proposed Ordinance

STAFF:
Cameron Quinn, General Registrar
Michael Long, Deputy County Attorney

THIS PAGE INTENTIONALLY LEFT BLANK

§ 24.2-305. Composition of election districts and precincts.

A. Each election district and precinct shall be composed of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.

B. A "clearly observable boundary" shall include (i) any named road or street, (ii) any road or highway which is a part of the federal, state primary, or state secondary road system, (iii) any river, stream, or drainage feature shown as a polygon boundary on the TIGER/line files of the United States Bureau of the Census, or (iv) any other natural or constructed or erected permanent physical feature which is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census. No property line or subdivision boundary shall be deemed to be a clearly observable boundary unless it is marked by a permanent physical feature that is shown on an official map issued by the Virginia Department of Transportation, on a United States Geological Survey topographical map, or as a polygon boundary on the TIGER/line files of the United States Bureau of the Census.

§ 24.2-307. Requirements for county and city precincts.

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

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

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

Each precinct shall be wholly contained within any election district used for the election of one or more members of the governing body or school board for the county or city.

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

§ 24.2-310. Requirements for polling places.

A. The polling place for each precinct shall be located within the county or city and either within the precinct or within one mile of the precinct boundary. The polling place for a county precinct may be located within a city if the city is wholly contained within the county election district served by the precinct. The polling place for a town precinct may be located within one mile of the precinct and town boundary. For town elections held in November, the town shall use the polling places established by the county for its elections.

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

C. Polling places shall be accessible to qualified voters as required by the provisions of the Virginians with Disabilities Act (§ 51.5-1 et seq.), the Voting Accessibility for the Elderly and Handicapped Act (42 U.S.C. § 1973ee et seq.), and the Americans with Disabilities Act relating to public services (42 U.S.C. § 12131 et seq.). The State Board shall provide instructions to the local electoral boards and general registrars to assist the localities in complying with the requirements of the Acts.

D. If an emergency makes a polling place unusable or inaccessible, the electoral board shall provide an alternative polling place and give notice of the change in polling place, including to all candidates, or such candidate's campaign, appearing on the ballot to be voted at the alternative polling place, subject to the prior approval of the State Board. The electoral board shall provide notice to the voters appropriate to the circumstances of the emergency. For the purposes of this subsection, an "emergency" means a rare and unforeseen combination of circumstances, or the resulting state, that calls for immediate action.

E. It shall be permissible to distribute campaign materials on the election day on the property on which a polling place is located and outside of the building containing the room where the election is conducted except (i) as specifically prohibited by law including, without limitation, the prohibitions of § 24.2-604 and the establishment of the "Prohibited Area" within 40 feet of any entrance to the polling place or (ii) upon the approval of the local electoral board, inside the structure where the election is conducted, provided that a reasonable person would not observe any campaigning activities while inside the polling place. The local electoral board may approve campaigning activities inside the building where the election is conducted pursuant to clause (ii) when an entrance to the building is from an adjoining building, or if establishing the 40-foot prohibited area outside the polling place would hinder or delay a qualified voter from entering or leaving the building.

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

§ 24.2-310.1. Polling places; additional requirement.

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

Attachment 2: Summary of Proposed Precinct and Polling Place Changes

2012 CONGRESSIONAL REDISTRICTING
PROPOSED PRECINCT BOUNDARY and POLLING PLACE CHANGES

SUPERVISOR DISTRICT	EXISTING PRECINCT(S)	CURRENT ACTIVE REG. VOTERS*	EXISTING POLLING PLACE(S)	PROPOSED PRECINCT(S)	PROJECTED ACTIVE REG. VOTERS	PROPOSED POLLING PLACE(S)	NOTES ON PROPOSED CHANGES
BRADDOCK	NO. SPRINGFIELD #1 NO. SPRINGFIELD #2	2,397 1,511	North Springfield Elem. North Springfield Elem.	NORTH SPRINGFIELD	3,908	North Springfield Elem.	Consolidate precincts to conserve resources.
MASON	MASONVILLE	2,623	Westminster School (private)	MASONVILLE	2,623	Mason Crest Elem.	Move polling place to new elementary school.
MOUNT VERNON	LAUREL HILL SOUTH COUNTY	2,847 3,468	South County Secondary South County Secondary	LAUREL HILL SOUTH COUNTY	2,847 3,468	South County High School South County Middle	Move South County precinct to new middle school and rename Laurel Hill polling place.
PROVIDENCE	GRAHAM GREENWAY	1,253 1,902	[old] Graham Road Elem. Timber Lane Elem. School	GRAHAM-GREENWAY	3,155	[new] Graham Road Elem.	Consolidate precincts to conserve resources and move polling place to new school.
PROVIDENCE	MAGARITY TYSONS	3,494 2,791	Westgate Elem. School Providence Meeting Room	MAGARITY TYSONS	3,494 2,791	Westgate Elem. School Providence Meeting Room	Adjust precinct boundary to conform to new Congressional District boundary.
SPRINGFIELD	HUNT	3,073	Hunt Valley Elem. School	SYDENSTRICKER	3,073	Sydenstricker U.M. Church	Move polling place to reduce number of voters at Hunt Valley Elem. School.
SPRINGFIELD	CEDAR LAKE	1,143	Centerpointe Church	CEDAR LAKE	1,143	VDOT Building	Move polling place to a more suitable location.
SPRINGFIELD	BURKE	4,564	West Springfield H.S.	BURKE	4,564	West Springfield H.S.	Readopt precinct description to correct misidentified stream along its northwestern boundary.
SULLY	CENTRE RIDGE GREEN TRAILS OLD MILL	3,788 3,711 2,343	Centre Ridge Elem. Centreville Elem. School Centreville U.M. Church	CENTRE RIDGE GREEN TRAILS OLD MILL	4,446 3,737 1,659	Centre Ridge Elem. Centreville Elem. Centreville U.M. Church	Adjust precinct boundaries to conform to the new boundary between the 10th and 11th Congressional Districts.

* Registered voters as of May 9, 2012

Attachment 2: Summary of Proposed Precinct and Polling Place Changes

2012 PROPOSED ABSENTEE VOTING SATELLITE CHANGES

SUPERVISOR DISTRICT	ABSENTEE SATELLITE	EXISTING LOCATION	PROPOSED LOCATION	REASON FOR CHANGE
HUNTER MILL	NORTH COUNTY	North County Governmental Center	North County Human Services Bldg.	Temporary change during construction at the North County Governmental Center/Police Station.
DRANESVILLE	MCLEAN	McLean Governmental Center	Dolly Madison Library	Temporary change during construction at the McLean Governmental Center/Police Station.

PROPOSED DATES AND HOURS OF OPERATION FOR ALL SATELLITES: Weekdays, October 17 through November 2, 2012, from 2:00 p.m. to 8:00 p.m.
Saturdays, October 20 and 27, and November 3, 2012, from 9 a.m. to 5 p.m.

NOTE THE FOLLOWING SATELLITES ARE UNCHANGED: Mason Governmental Center, Franconia Governmental Center, Mount Vernon Governmental Center, West Springfield Governmental Center, and the Sully District Governmental Center

* Registered voters as of May 9, 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Braddock District

PRECINCT 110: NORTH SPRINGFIELD ~~NO. 1~~

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-NINTH**

DESCRIPTION:
Beginning at the intersection of the Capital Beltway (I-495) and Braddock Road, thence with Braddock Road in an easterly direction to its intersection with Backlick Run (stream), thence with the meanders of Backlick Run in a generally southeasterly direction to its intersection with Leesville Boulevard, thence with Leesville Boulevard in a generally easterly direction to its intersection with Backlick Road, thence with Backlick Road in a southerly direction to its intersection with the Capital Beltway, thence with the Capital Beltway in a northwesterly direction to its intersection with the Norfolk Southern Railroad, thence with the Norfolk Southern Railroad in a southwesterly direction to its intersection with Accotink Creek, thence with the meanders of Accotink Creek, into and through Lake Accotink, in a northeasterly direction to the mouth of Flag Run, thence with the meanders of Flag Run in a northeasterly direction to its intersection with the Capital Beltway, thence with the Capital Beltway in a northwesterly direction to its intersection with Braddock Road, the point of beginning.

POLLING PLACE: North Springfield Elementary School
7602 Heming Court, Springfield

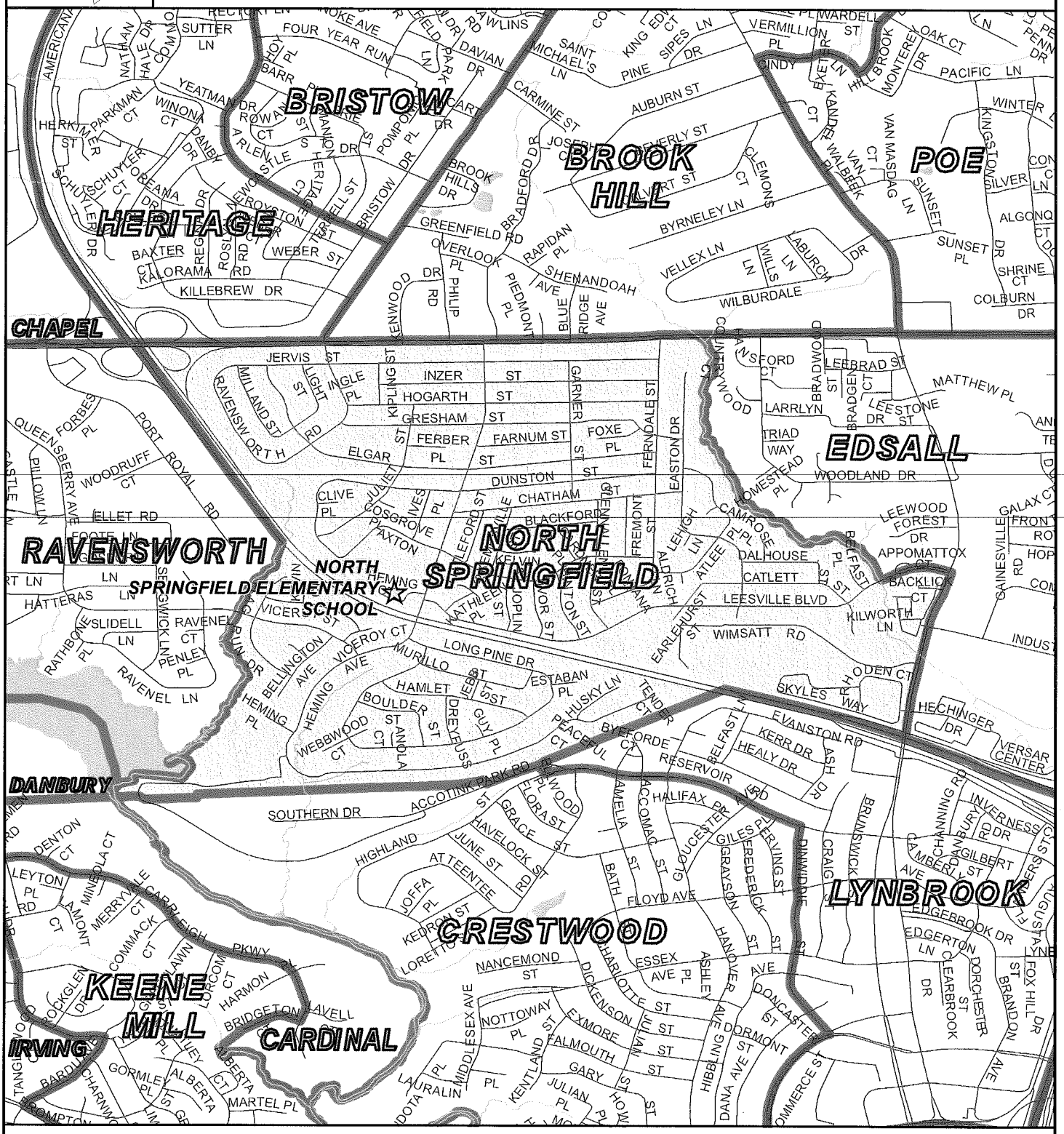
MAP GRIDS: 70-4, 71-3, 79-2, 80-1, 80-2

NOTES: Adopted December 1976
New boundary adopted - August 2001
Precinct description revised and readopted – March 2003
Precinct consolidated with North Springfield No. 2 – July 2012

Commonwealth of Virginia

County of Fairfax

Braddock District



Precinct: 110 NORTH SPRINGFIELD

Polling Place: North Springfield Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 700 1,400 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mason District

PRECINCT 508: MASONVILLE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-EIGHTH**

DESCRIPTION:
Beginning at the intersection of Annandale Road and Rose Lane, thence with Rose Lane in a southerly direction to its intersection with Slade Run Drive, thence with Slade Run Drive in southeasterly direction to its intersection with an access walkway to Holmes Run, thence with this access walkway in a southerly direction to its intersection with an unpaved path, thence with the unpaved path in a southerly direction to its intersection with Holmes Run (stream), thence with the meanders of Holmes Run in a westerly direction to its intersection with an unpaved pathway with access to Rose Lane, thence with this pathway in a southerly direction to its intersection with Rose Lane, thence with Rose Lane in a generally southerly direction to its intersection with Murray Lane, thence with Murray Lane in a northwesterly direction to its intersection with Terrace Drive, then with Terrace Drive in a southwesterly direction to its intersection with Justine Drive, thence with Justine Drive in a southeasterly, then southwesterly, then southerly direction to its intersection with Gallows Road, thence with Gallows Road in a northwesterly direction to its intersection with Annandale Road, thence with Annandale Road in a northwesterly, then generally northeasterly direction to its intersection with Rose Lane, point of beginning.

POLLING PLACE: ~~Westminster School~~ Mason Crest Elementary School
~~3819 Gallows Road~~ 3705 Crest Drive, Annandale

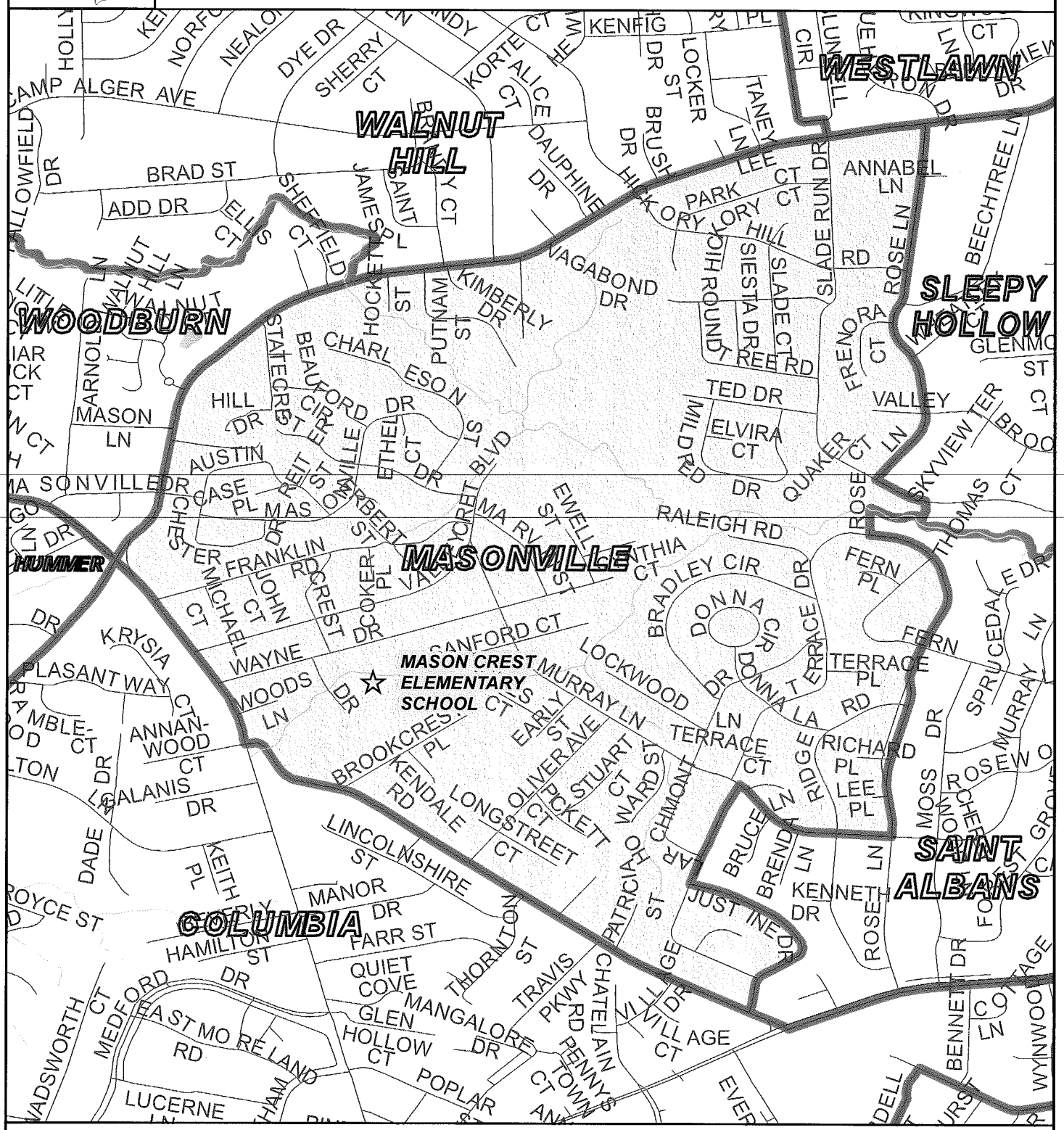
MAP GRIDS: 60-1, 60-2, 60-3, 60-4

NOTES:
Adopted June 1971
Boundary adjusted with Saint Albans - June 1991
Precinct description revised and readopted – March 2003
Polling place temporarily moved to the Westminster School – March 2010
Precinct boundary adjusted – July 2011
Polling place moved to new school – July 2012

Commonwealth of Virginia

County of Fairfax

Mason District



Precinct: 508 MASONVILLE

Polling Place: Mason Crest Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 480 960
Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 628: LAUREL HILL

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-SECOND**

DESCRIPTION:
Beginning at the intersection of Silverbrook Road and Silverbrook Run (stream), thence with the meanders of Silverbrook Run in an easterly direction to its intersection with Rocky Branch (stream), thence with the meanders of Rocky Branch in an easterly direction to its intersection with the northwestern boundary of the Fairfax County Park Authority property, thence with the boundary of the Fairfax County Park Authority property in a northeasterly direction to its intersection with Pohick Road, thence with Pohick Road in a southeasterly direction to its intersection with Creekside View Lane, thence with Creekside View Lane in a southeasterly direction and a right-angle projection of Creekside View Lane in a southwesterly direction to its intersection with Pohick Creek, thence with the meanders of Pohick Creek in a northwesterly, then southerly direction to its intersection with the Richmond Fredericksburg and Potomac Railroad, thence with the Richmond Fredericksburg and Potomac Railroad in a southerly direction to its intersection with Lorton Road, thence with Lorton Road in an southwesterly direction to its intersection with the Shirley Memorial Highway (I-95), thence with the Shirley Memorial Highway in a southerly, then southwesterly direction to its intersection with Furnace Road, thence with Furnace Road in a generally northerly direction to its intersection with Lorton Road, thence with Lorton Road in an easterly direction to its intersection with Silverbrook Road, thence with Silverbrook Road in a northwesterly direction to its intersection with the north boundary of the Fairfax County Park Authority property, point of beginning.

POLLING PLACE: South County High ~~Secondary~~ School
8501 Silverbrook Road, Lorton

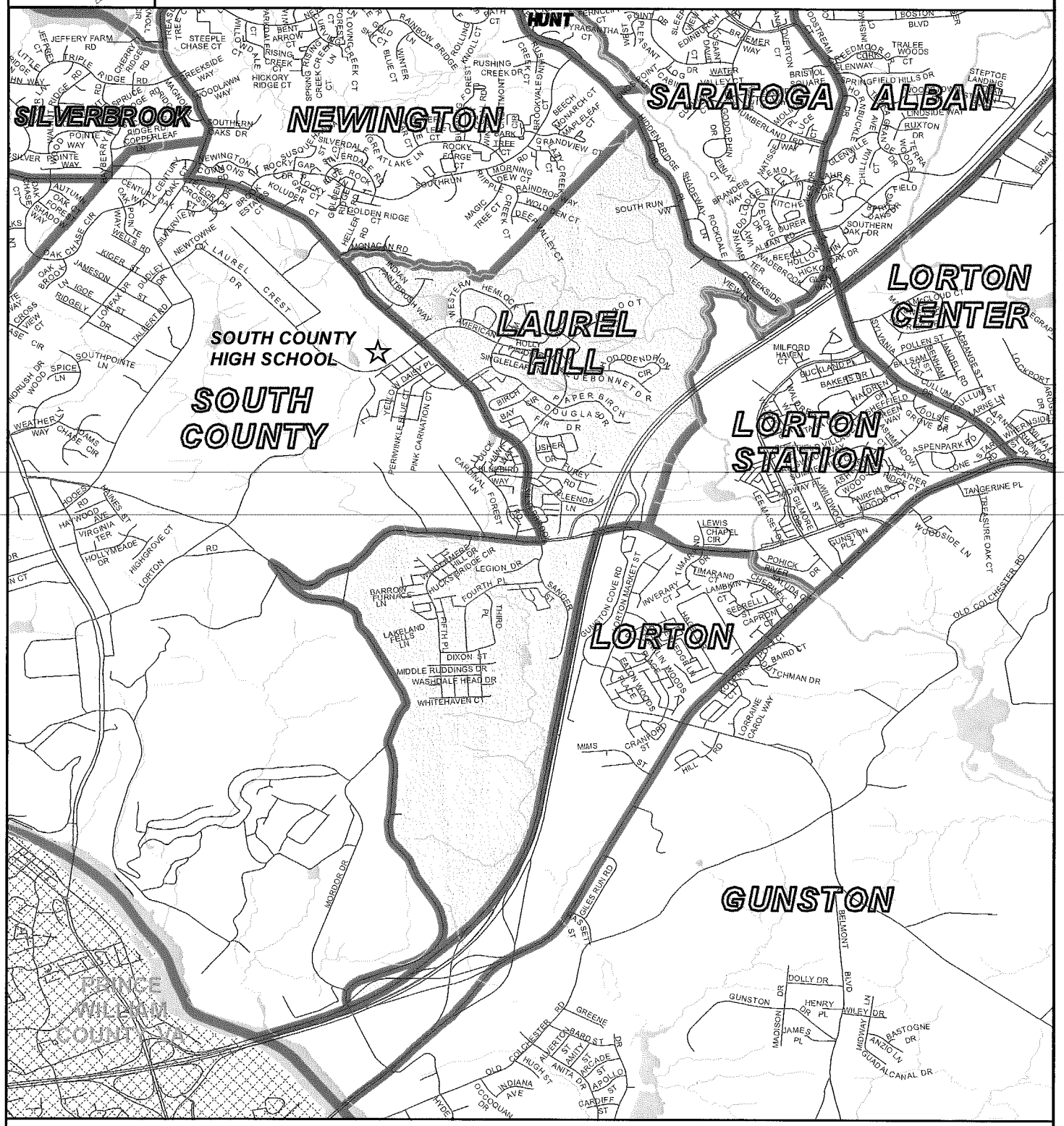
MAP GRIDS: 98-3, 98-4, 107-1, 107-2, 107-3, 107-4, 113-1, 113-2, 113-3

NOTES: Established March 2006
Precinct divided – January 2009
School name updated – July 2012

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



Precinct: 628 LAUREL HILL

Polling Place: South County High School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 1,150 2,300 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Mount Vernon District

PRECINCT 629: SOUTH COUNTY

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-SECOND**

DESCRIPTION:
Beginning at the intersection of the Virginia Power Easement and Hooes Road, thence with Hooes Road in a southerly direction to its intersection with Silverbrook Road, thence with Silverbrook Road in a southeasterly direction to its intersection with Lorton Road, thence with Lorton Road in a westerly direction to its intersection with Furnace Road, thence with Furnace Road in a generally southerly direction to its intersection with the Shirley Memorial Highway (I-95), thence with the Shirley Memorial Highway in a southwesterly direction to its intersection with the Prince William County/Fairfax County Line (Occoquan River), thence with the Prince William County/Fairfax County Line in a northwesterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a northeasterly direction to its intersection with Hooes Road, point of beginning.

POLLING PLACE: South County Middle ~~Secondary~~ School
8700 Laurel Crest Drive, ~~8501 Silverbrook Road~~ Lorton

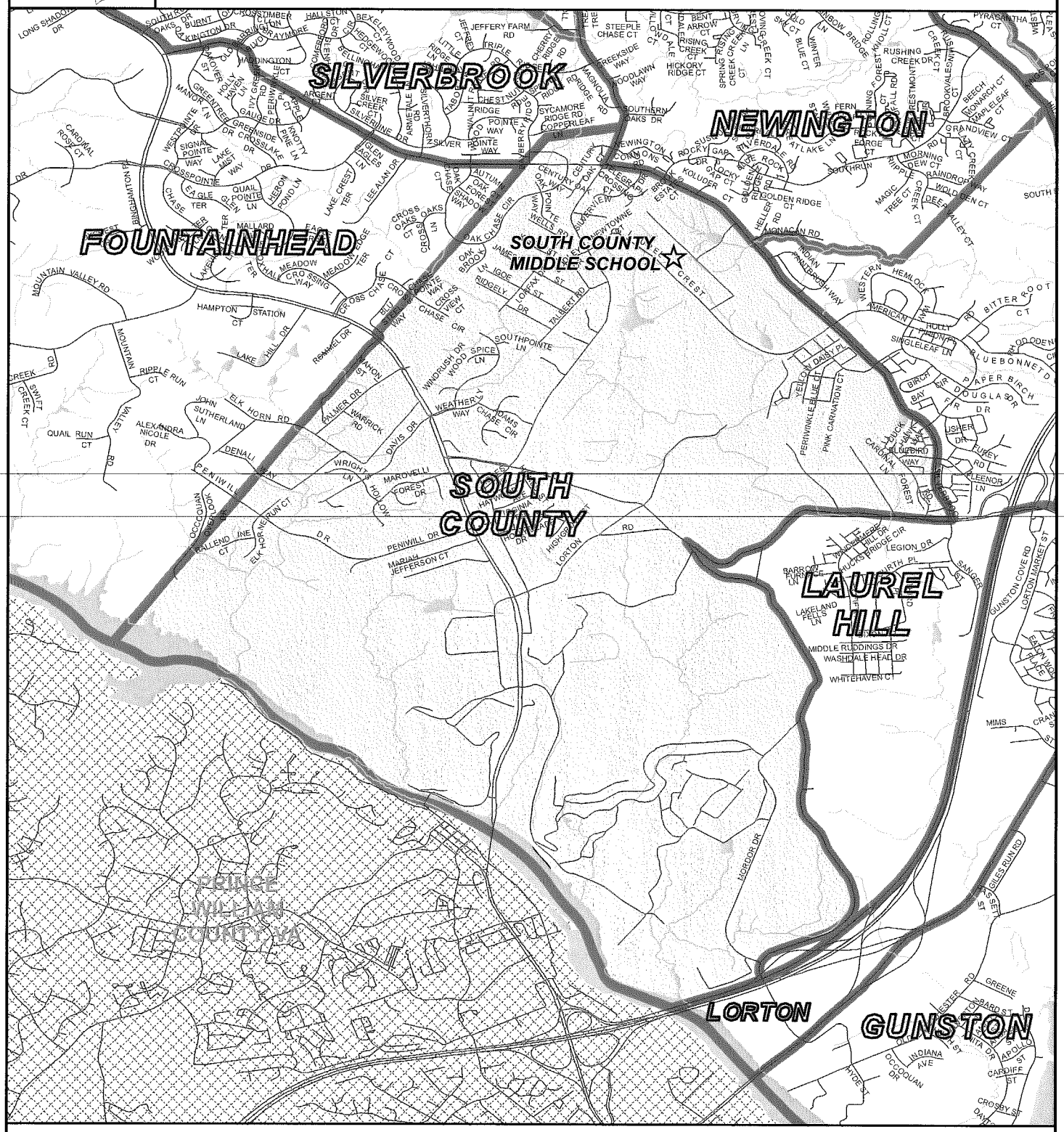
MAP GRIDS: 97-4, 98-3, 106-1, 106-2,106-3, 106-4, 107-1, 107-2, 107-3, 107-4, 112-1, 112-2, 112-4, 113-1, 113-3

NOTES: Established January 2009
Polling place moved to new school – July 2012

Commonwealth of Virginia

County of Fairfax

Mount Vernon District



Precinct: 629 SOUTH COUNTY

Polling Place: South County Middle School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 1,150 2,300
Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 705: GRAHAM-GREENWAY

CONGRESSIONAL DISTRICT: **EIGHTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-FIFTH**
HOUSE OF DELEGATES DISTRICT: **FIFTY-THIRD**

DESCRIPTION:
Beginning at the intersection of Stuart Drive and Lee Highway (Route 29), thence with Lee Highway in a northeasterly direction to its intersection with the south corporate boundary of the City of Falls Church, thence with the corporate boundary of the City of Falls Church in an easterly direction to its intersection with Tripps Run (stream), thence with the meanders of Tripps Run in a southerly direction to its intersection with Chestnut Avenue, thence with Chestnut Avenue in a westerly direction to its intersection with Summerfield Road, thence with Summerfield Road in a southerly direction to its intersection with Arlington Boulevard (Route 50), thence with Arlington Boulevard in a southwesterly direction to its intersection with Allen Street, thence with Allen Street in a northerly, then westerly direction to its intersection with Rogers Drive, thence with Rogers Drive in a northeasterly direction to its intersection with Elmwood Drive, thence with Elmwood Drive in a northeasterly direction to its intersection with Stuart Drive, thence with Stuart Drive in a northerly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: [New] Graham Road Elementary School
2831 Graham Road ~~3036 Graham Road~~, Falls Church

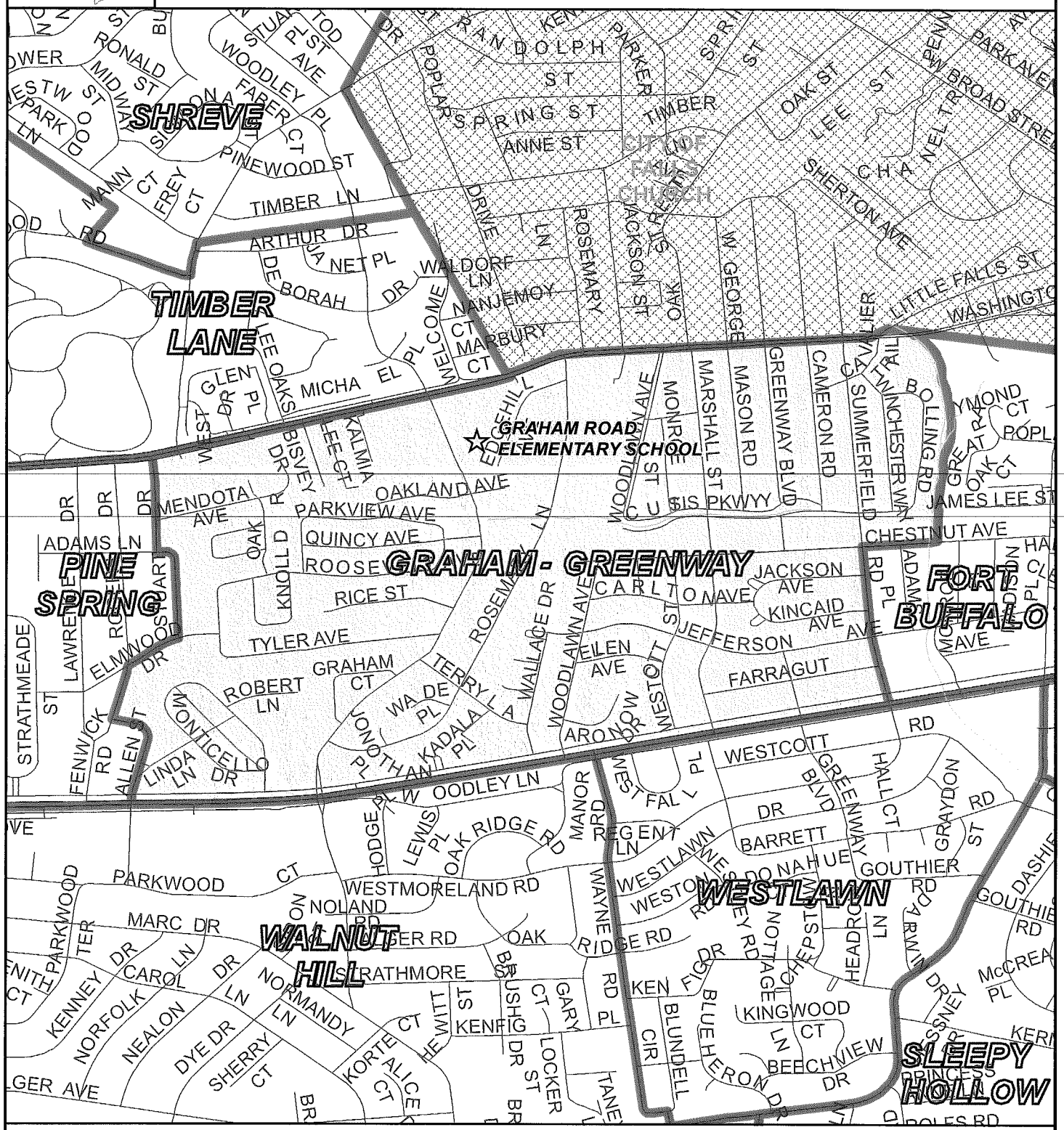
MAP GRIDS: 50-1, 50-2, 50-3, 50-4

NOTES: Adopted July 1981
Precinct description revised and readopted – March 2003
Precinct consolidated with Greenway and polling place moved to new school – July 2012

Commonwealth of Virginia

County of Fairfax

Providence District



Precinct: 705 GRAHAM - GREENWAY

Polling Place: Graham Road Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 500 1,000 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 726: MAGARITY

CONGRESSIONAL DISTRICT: **EIGHTH / ~~ELEVENTH~~**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of the Capital Beltway (I-495) and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in a southeasterly direction to its intersection with Magarity Road, thence with Magarity Road in a generally southwesterly direction to its intersection with Leesburg Pike (Route 7) at Lisle Avenue, thence with Leesburg Pike in a northwesterly direction to its intersection with ~~Chain Bridge Road (Route 123), thence with Chain Bridge Road in a northeasterly direction to its intersection with~~ the Capital Beltway, thence with the Capital Beltway in a northeasterly direction to its intersection with the Washington Dulles Access and Toll Road, point of beginning.

POLLING PLACE: Westgate Elementary School
7500 Magarity Road, Falls Church

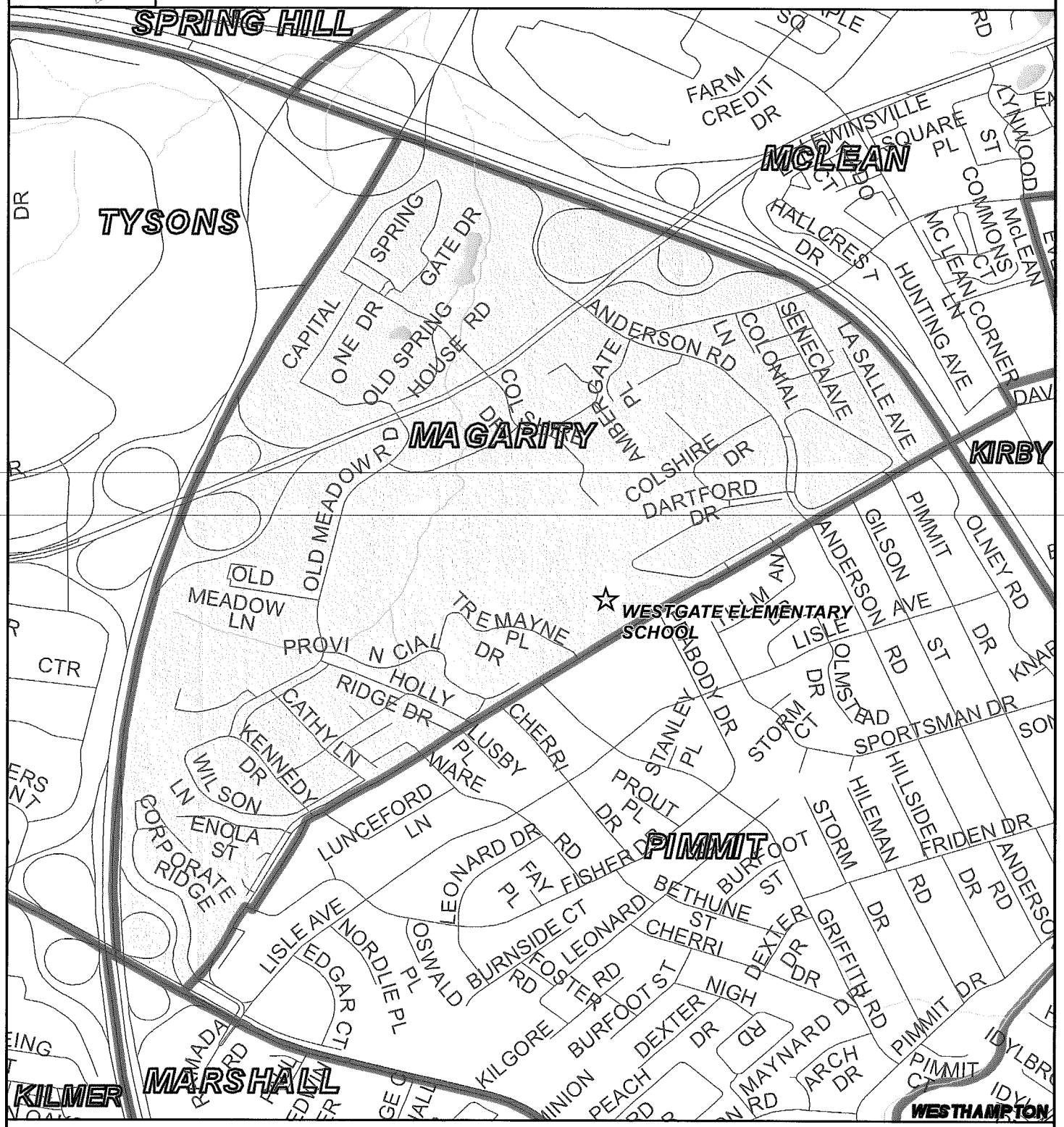
MAP GRIDS: 29-4, 30-3, 39-2

NOTES: Adopted February 1982
Precinct description revised and readopted – March 2003
Boundary adjusted to conform to Congressional District line – July 2012

Commonwealth of Virginia

County of Fairfax

Providence District



Precinct: 726 MAGARITY

Polling Place: Westgate Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 480 960
Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Providence District

PRECINCT 731: TYSONS

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SECOND**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of Leesburg Pike (Route 7) and the Washington Dulles Access and Toll Road, thence with the Washington Dulles Access and Toll Road in an easterly direction to its intersection with the Capital Beltway (I-495), thence with the Capital Beltway in a southwesterly direction to its intersection with ~~Chain Bridge Road (Route 123), thence with Chain Bridge Road in a southwesterly direction to its intersection with~~ Leesburg Pike, thence with Leesburg Pike in a northwesterly direction to its intersection with the Washington Dulles Access and Toll Road, point of beginning.

POLLING PLACE: Providence Committee Meeting Room
7921 Jones Branch Drive, McLean

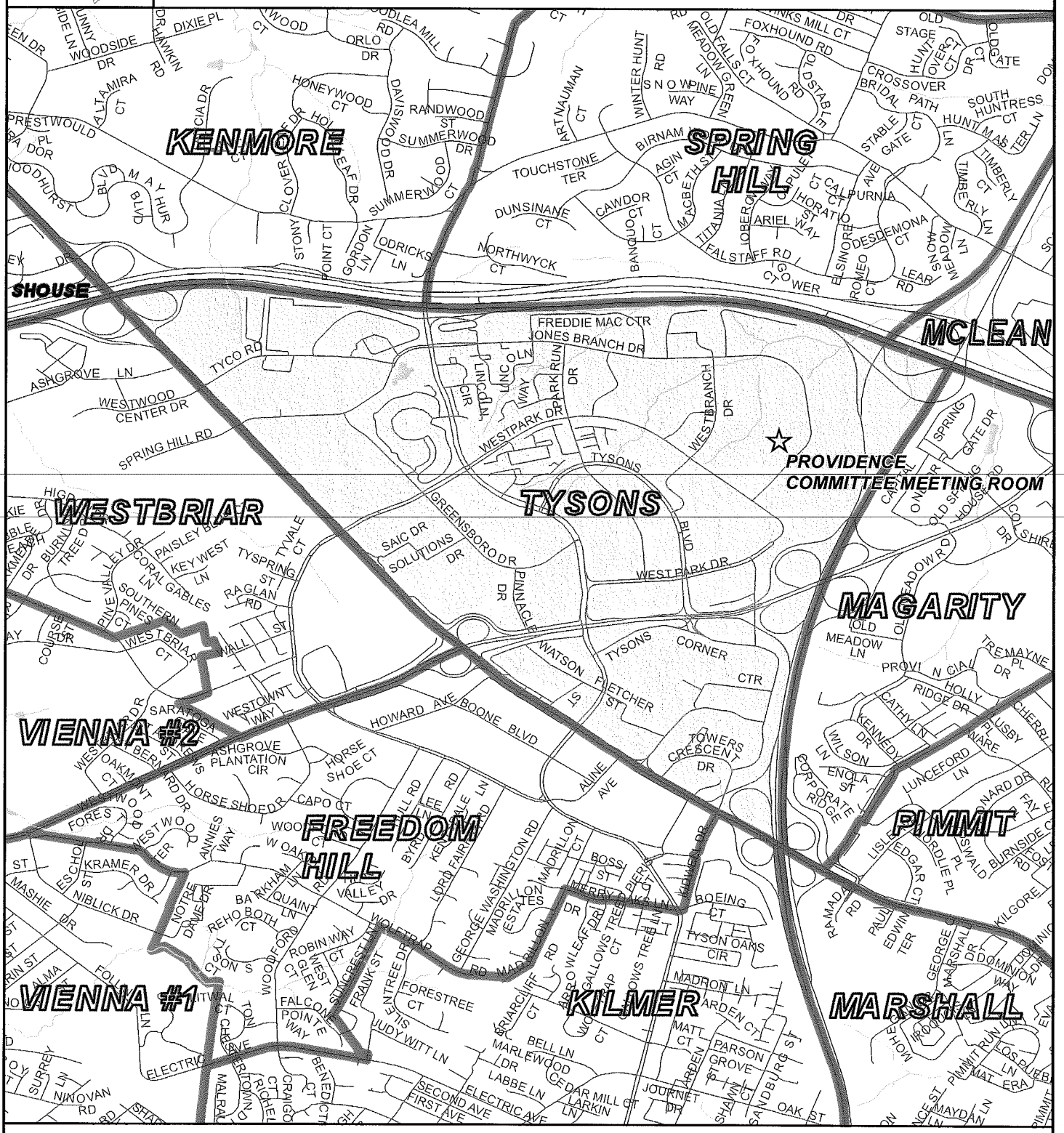
MAP GRIDS: 29-1, 29-2, 29-3, 29-4, 39-2

NOTES: Adopted June 1991
Precinct description revised and readopted – March 2003
Polling place moved – July 2011
Boundary adjusted to conform to Congressional District line – July 2012

Commonwealth of Virginia

County of Fairfax

Providence District



Precinct: 731 TYSONS

Polling Place: Providence Committee Meeting Room

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 750 1,500 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Springfield District

PRECINCT 806: ~~HUNT~~ SYDENSTRICKER

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-NINTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-SECOND**

DESCRIPTION:
Beginning at the intersection of Sydenstricker Road and Kentford Drive, thence with Kentford Drive in a northeasterly direction to its intersection with Hadlow Drive, thence with Hadlow Drive in a southeasterly direction to its intersection with Linden Tree Lane, thence with Linden Tree Lane in a southerly direction to its intersection with the Fairfax County Parkway (Route 7100), thence with the Fairfax County Parkway in an easterly direction to its intersection with Pohick Creek, thence with the meanders of Pohick Creek in a southerly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a westerly direction to its intersection with Pohick Road, thence with Pohick Road in a northwesterly direction to its intersection with the Fairfax County Parkway, thence with the Fairfax County Parkway in a northeasterly direction to its intersection with Hooes Road, thence with Hooes Road in a generally northeasterly direction to its intersection with Sydenstricker Road, thence with Sydenstricker Road in a northwesterly direction to its intersection with Kentford Drive, point of beginning.

POLLING PLACE: Sydenstricker United Methodist Church
~~Hunt Valley Elementary School~~
8508 Hooes Road ~~7107 Sydenstricker Road~~, Springfield

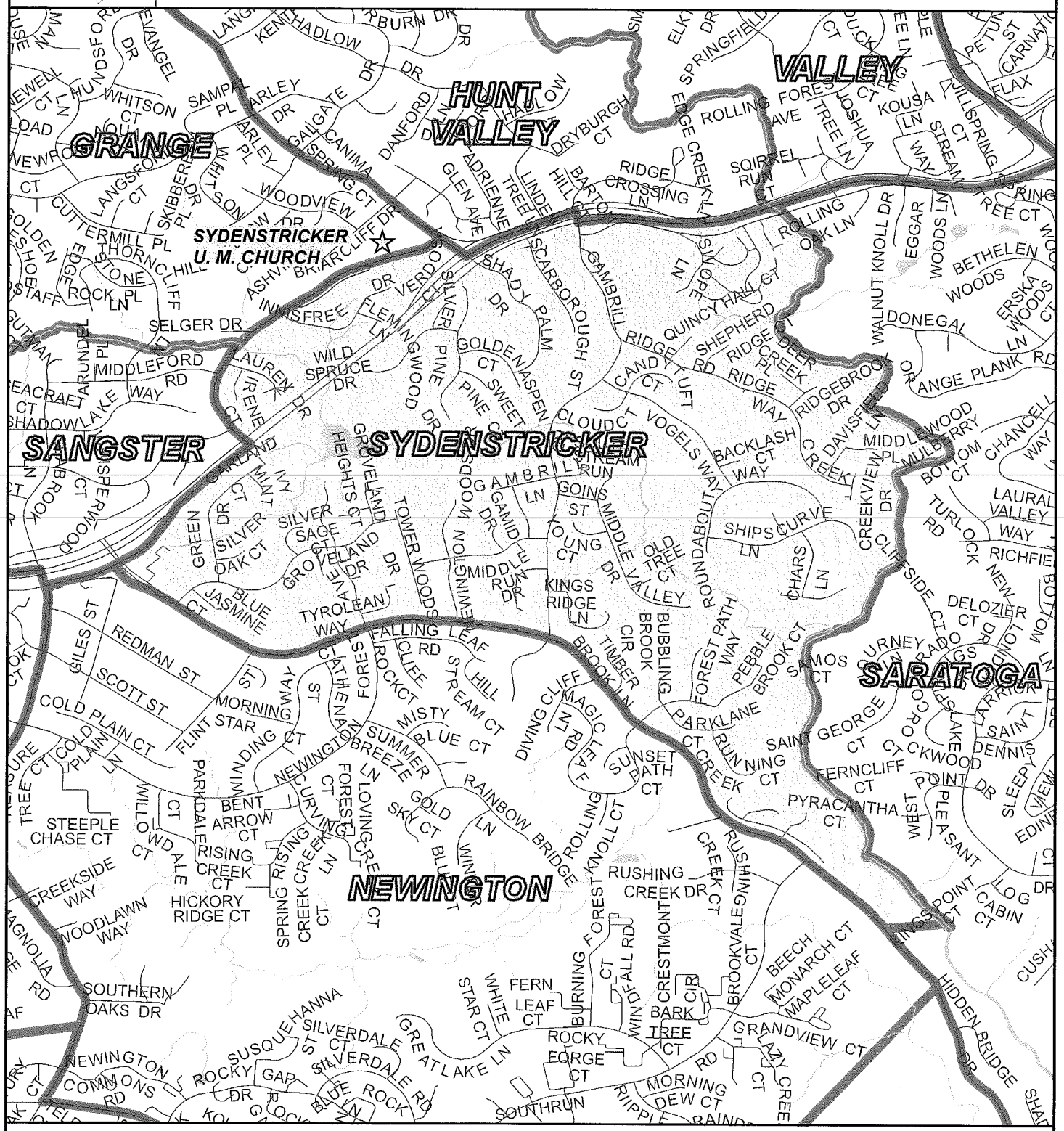
MAP GRIDS: 89-3, 89-4, 98-1, 98-2, 98-4

NOTES: Adopted June 1991
Moved from Springfield District to Mount Vernon District-2001 Redistricting
Precinct description revised and readopted – March 2003
Precinct moved from Mount Vernon to Springfield District – April 2011
Polling place moved – July 2012

Commonwealth of Virginia

County of Fairfax

Springfield District



Precinct: 806 SYDENSTRICKER

Polling Place: Sydenstricker United Methodist Church

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 550 1,100 Feet

N

July 2012

Commonwealth of Virginia

COUNTY OF FAIRFAX

Springfield District

PRECINCT 802: CEDAR LAKE

CONGRESSIONAL DISTRICT: **TENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **THIRTY-FIFTH**

DESCRIPTION:
Beginning at the intersection of the Fairfax County Parkway (Route 7100) and the Virginia Power Easement (adjacent to Monument Drive,) thence with the Virginia Power Easement in a northwesterly direction to its intersection with Fields Brigade Road, thence with Fields Brigade Road in a southeasterly direction to its intersection with Cedar Lakes Drive, thence with Cedar Lakes Drive in a south easterly direction to its intersection with West Ox Road, thence with West Ox Road in a southerly direction to its intersection with Interstate 66, thence with Interstate 66 in a southwesterly direction to its intersection with the Fairfax County Parkway (Route 7100), thence with the Fairfax County Parkway in a generally northeasterly direction to its intersection with the Virginia Power Easement, point of beginning.

POLLING PLACE: Virginia Department of Transportation (VDOT) Building
~~Centerpointe Church at Fair Oaks~~
4975 Alliance Drive ~~4104 Legato Road~~, Fairfax

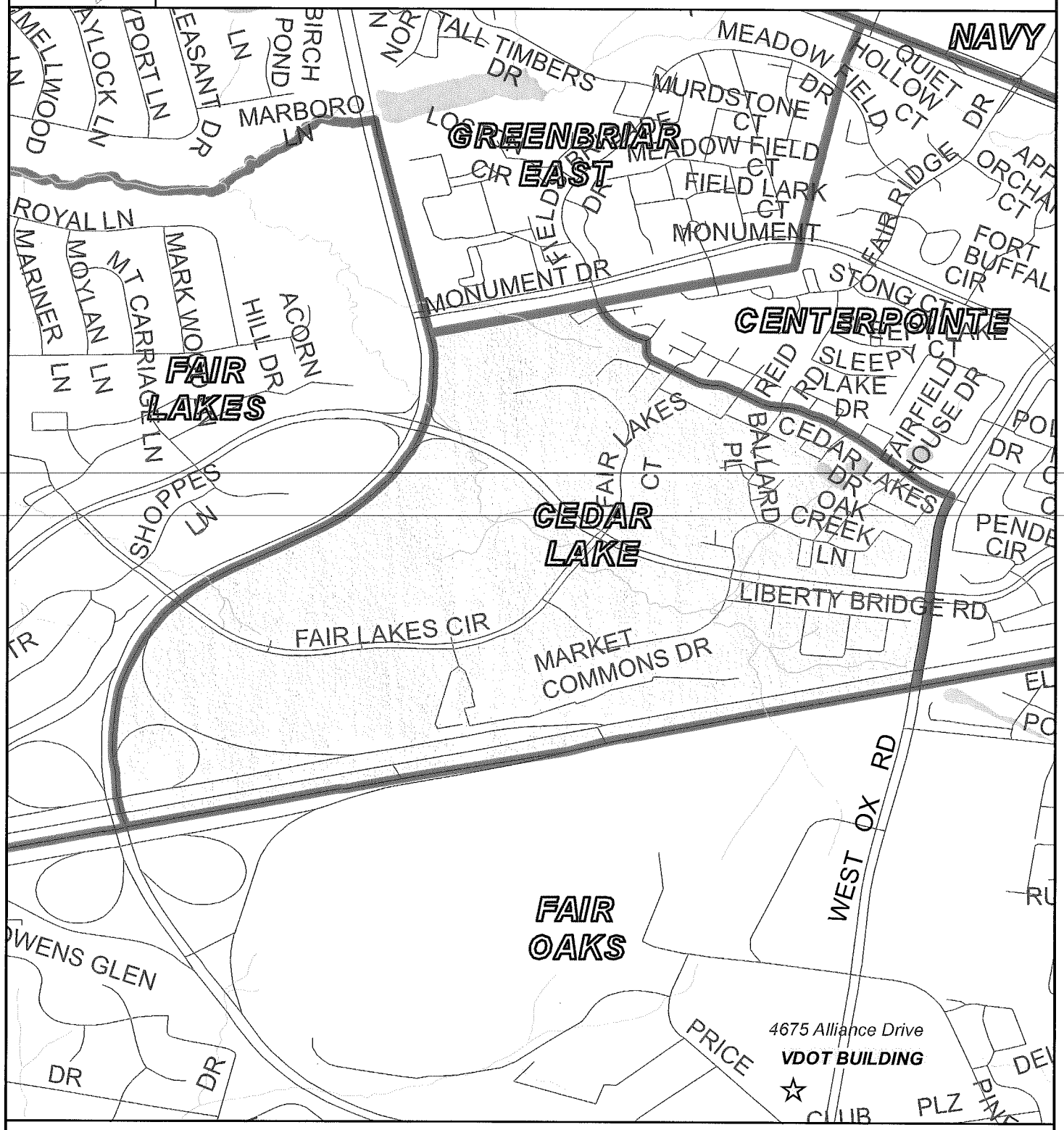
MAP GRIDS: 45-4, 46-3, 46-4, 55-2, 56-1, 56-2

NOTES: Adopted July 2011
Polling place moved – July 2012

Commonwealth of Virginia

County of Fairfax

Springfield District



Precinct: 802 CEDAR LAKE

Polling Place: VDOT Building

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 405 810 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Springfield District

PRECINCT 801: BURKE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTY-FIRST**

DESCRIPTION:
Beginning at the intersection of an unnamed stream on the northwest side of the Burke Village Center ~~Pohick Creek~~ and the Norfolk Southern Railroad, thence with the Norfolk Southern Railroad in an easterly direction to its intersection with Rolling Road, thence with Rolling Road in a southeasterly direction to its intersection with Old Keene Mill Road, thence with Old Keene Mill Road in a southwesterly direction to its intersection with Pohick Creek, thence with the meanders of Pohick Creek in a northwesterly direction to its intersection with ~~an unnamed stream on the northwest side of the Burke Village Center,~~ thence with the meanders of the unnamed stream in a northerly direction to its intersection with the Norfolk Southern Railroad, point of beginning.

POLLING PLACE: West Springfield High School
6100 Rolling Road, Springfield

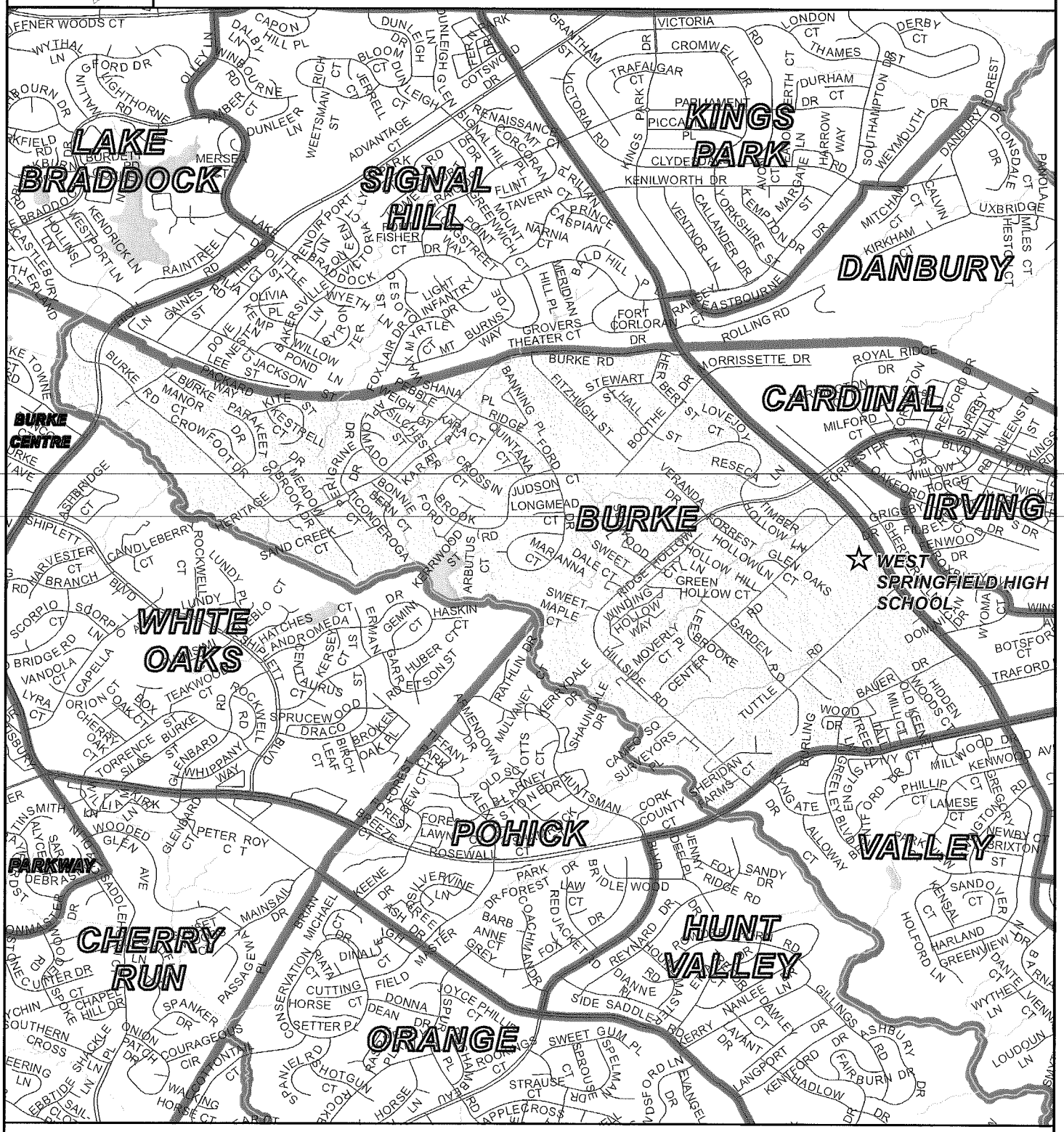
MAP GRIDS: 78-1, 78-2, 78-3, 78-4, 79-1, 79-3, 89-1

NOTES: Adopted July 1981
Precinct description revised and readopted – March 2003
Precinct description corrected and readopted – July 2012

Commonwealth of Virginia

County of Fairfax

Springfield District



Precinct: 801 BURKE

Polling Place: West Springfield High School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 800 1,600 Feet

N

September, 2011

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 901: CENTRE RIDGE

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Interstate 66 and Lee Highway (Route 29), thence with Lee Highway in an easterly direction to its intersection with Centreville Road, thence with Centerville Road in a generally southwesterly direction to its intersection with New Braddock Road, thence with New Braddock Road in a westerly direction to its intersection with ~~Machen Road, thence with Machen Road in a southerly direction to its intersection with Centrewood Drive, thence with Centrewood Drive in a southwesterly direction to its intersection with~~ Old Centreville Road, thence with Old Centreville Road in a southwesterly direction to its intersection with Old Mill Road, thence with Old Mill Road in a northwesterly direction to its intersection with the Colonial Pipe Line Company Easement, thence with the Colonial Pipe Line Company Easement in a southwesterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a northwesterly direction to its intersection with Interstate 66, thence with Interstate 66 in northwesterly direction to its intersection with Lee Highway, point of beginning.

POLLING PLACE: Centre Ridge Elementary School
14400 New Braddock Road, Centreville

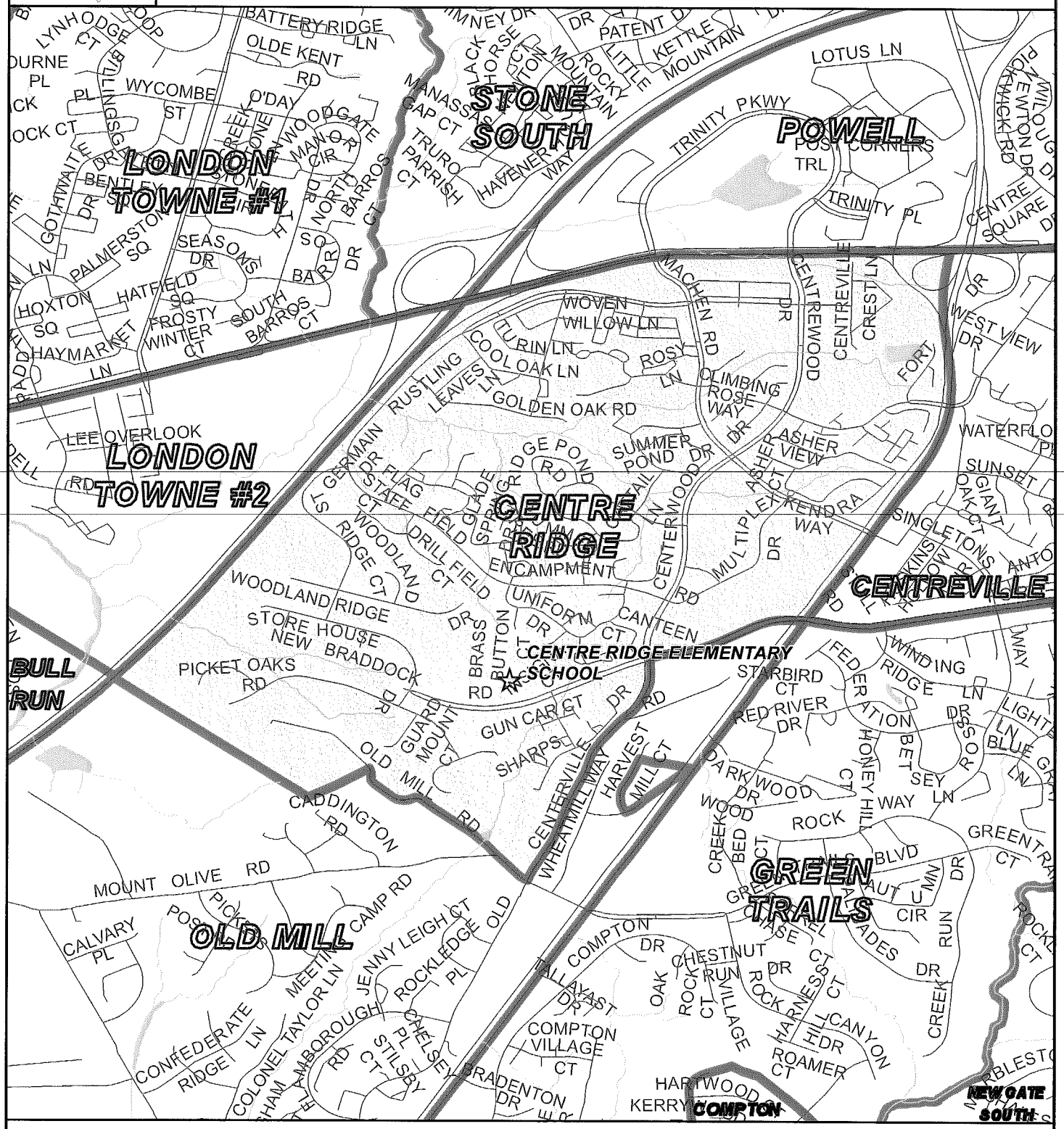
MAP GRIDS: 54-3, 54-4, 65-1, 65-2

NOTES: Adopted - May 1993
Boundary adjusted - August 2001
Precinct description revised and readopted – March 2003
Boundary adjusted – July 2012

Commonwealth of Virginia

County of Fairfax

Sully District



Precinct: 901 CENTRE RIDGE

Polling Place: Centre Ridge Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 550 1,100 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 919: GREEN TRAILS

CONGRESSIONAL DISTRICT: **ELEVENTH**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection of Centreville Road (Route 28) and New Braddock Road, thence with New Braddock Road in an easterly direction to its intersection with Little Rocky Run (stream), thence with the meanders of Little Rocky Run in a generally southwesterly direction to its intersection with the Virginia Power Easement, the Virginia Power Easement in a southerly direction to its intersection with the Virginia Power and Columbia Liquefied Natural Gas Easement, thence with the Virginia Power and Columbia Liquefied Natural Gas Easement in a northwesterly direction to its intersection with a projection of Hartwood Lane along a pathway between residences numbered 6700 and 6701, thence with this projection and Hartwood Lane in a southerly direction to its intersection with Hart Forest Drive, thence with Hart Forest Drive and a projection of Hart Forest Drive along the pipe-stem between residences numbered 14258 and 14259 in a westerly direction to its intersection with an unnamed stream, thence with the meanders of the unnamed stream in a southwesterly direction to its intersection with Compton Road, thence with Compton Road in a northwesterly direction to its intersection with Centreville Road, thence with Centreville Road in a northeasterly direction to its intersection with a projection of Grainery Road, thence with this projection and Grainery Road in a southwesterly direct to its intersection with Harvest Mill Court, thence with Harvest Mill Court in a generally northerly direction to its intersection with a pipe-stem driveway, thence with the pipe-stem driveway and a projection of the driveway between residences numbered 6513 and 6515 in an easterly direction to its intersection with Centreville Road, thence with Centreville Road in a northeasterly direction to its intersection with New Braddock Road, point of beginning.

POLLING PLACE: Centreville Elementary School
14330 Green Trails Boulevard, Centreville

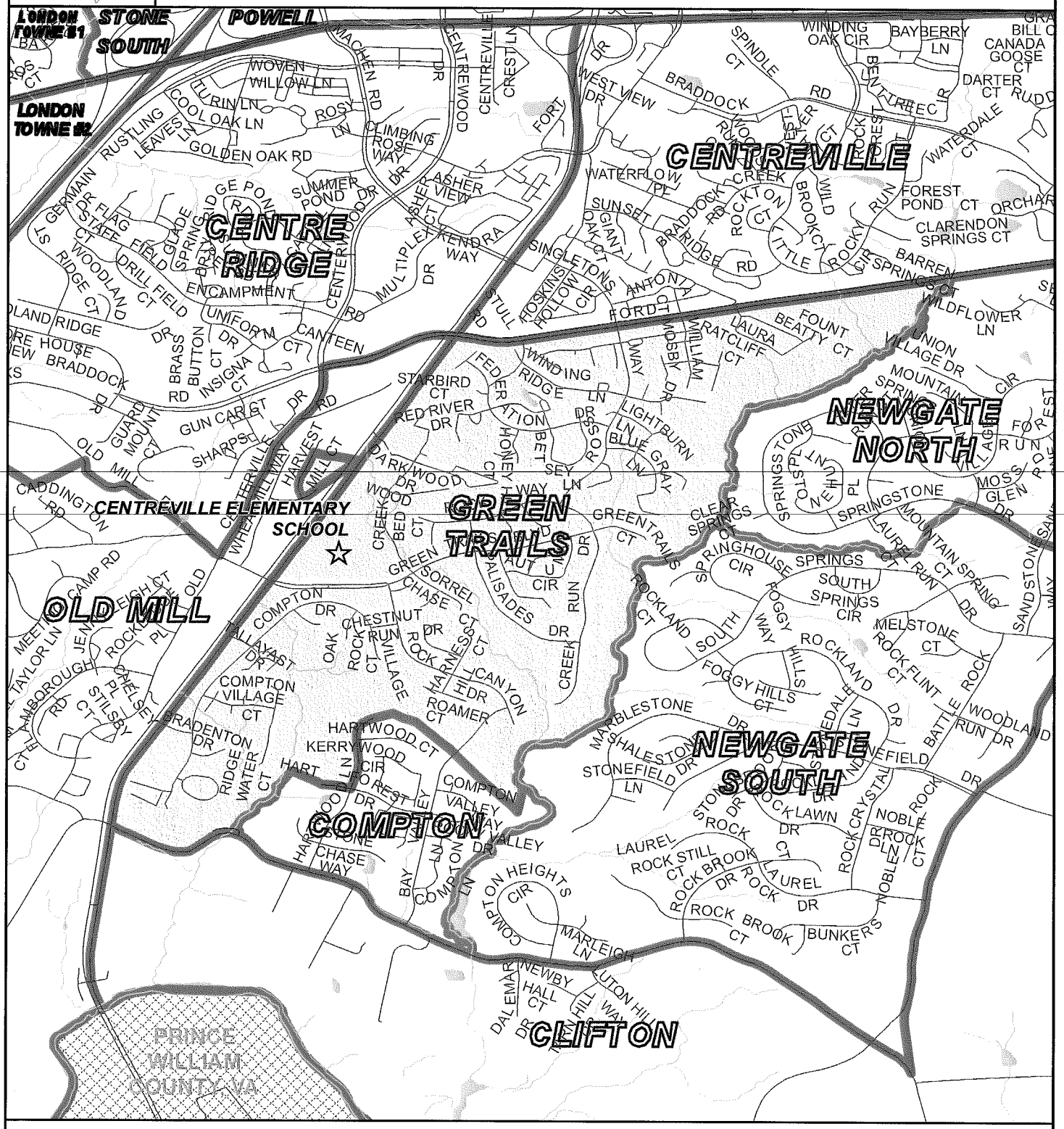
MAP GRIDS: 65-1, 65-2, 65-3, 65-4

NOTES: Adopted May 1993
Precinct description revised and readopted – March 2003
Precinct divided – July 2011
Boundary adjusted – July 2012

Commonwealth of Virginia

County of Fairfax

Sully District



Precinct: 919 GREEN TRAILS

Polling Place: Centreville Elementary School

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 625 1,250 Feet

N

July 2012

- PROPOSED -

Commonwealth of Virginia

COUNTY OF FAIRFAX

Sully District

PRECINCT 925: OLD MILL

CONGRESSIONAL DISTRICT: **TENTH ~~/ ELEVENTH~~**
VIRGINIA SENATORIAL DISTRICT: **THIRTY-SEVENTH**
HOUSE OF DELEGATES DISTRICT: **FORTIETH**

DESCRIPTION:
Beginning at the intersection Old Centreville Road and New Braddock Road, thence with New Braddock Road in an easterly direction ~~of Machen Road and Lee Highway (Route 29), thence with Lee Highway in an easterly direction~~ to its intersection with Centreville Road (Route 28), thence with Centreville Road (Route 28) in a southwesterly direction to its intersection with a projection of a pipe-stem driveway from Harvest Mill Court, thence with this projection and the pipe-stem driveway in an westerly direction between residences numbered 6513 and 6515 to its intersection with Harvest Mill Court, thence with Harvest Mill Court in a generally southerly direction to its intersection with Grainery Road, thence with Grainery and a projection of Grainery Road in a northeasterly direction to its intersection with Centerville Road, thence with Centreville Road in a southwesterly direction to its intersection with the Prince William County/Fairfax County Line (Bull Run), thence with the Prince William County/Fairfax County Line in a southerly, then westerly direction to its intersection with Cub Run (stream), thence with the meanders of Cub Run in a generally northwesterly direction to its intersection with Interstate 66, thence with Interstate 66 in a northeasterly direction to its intersection with the Virginia Power Easement, thence with the Virginia Power Easement in a southeasterly direction to its intersection with the Colonial Pipe Line Company Easement, thence with the Colonial Pipe Line Company Easement in a northeasterly direction to its intersection with Old Mill Road, thence with Old Mill Road in a southeasterly direction to its intersection with Old Centreville Road, thence with Old Centreville Road in a northeasterly direction to its intersection with ~~Centrewood Drive, thence with Centrewood Drive in a northerly direction to its intersection with Machen Road, thence with Machen Road in a northwesterly direction to its intersection with Lee Highway~~ New Braddock Road, point of beginning.

POLLING PLACE: Centreville United Methodist Church
6400 Old Centreville Road, Centreville

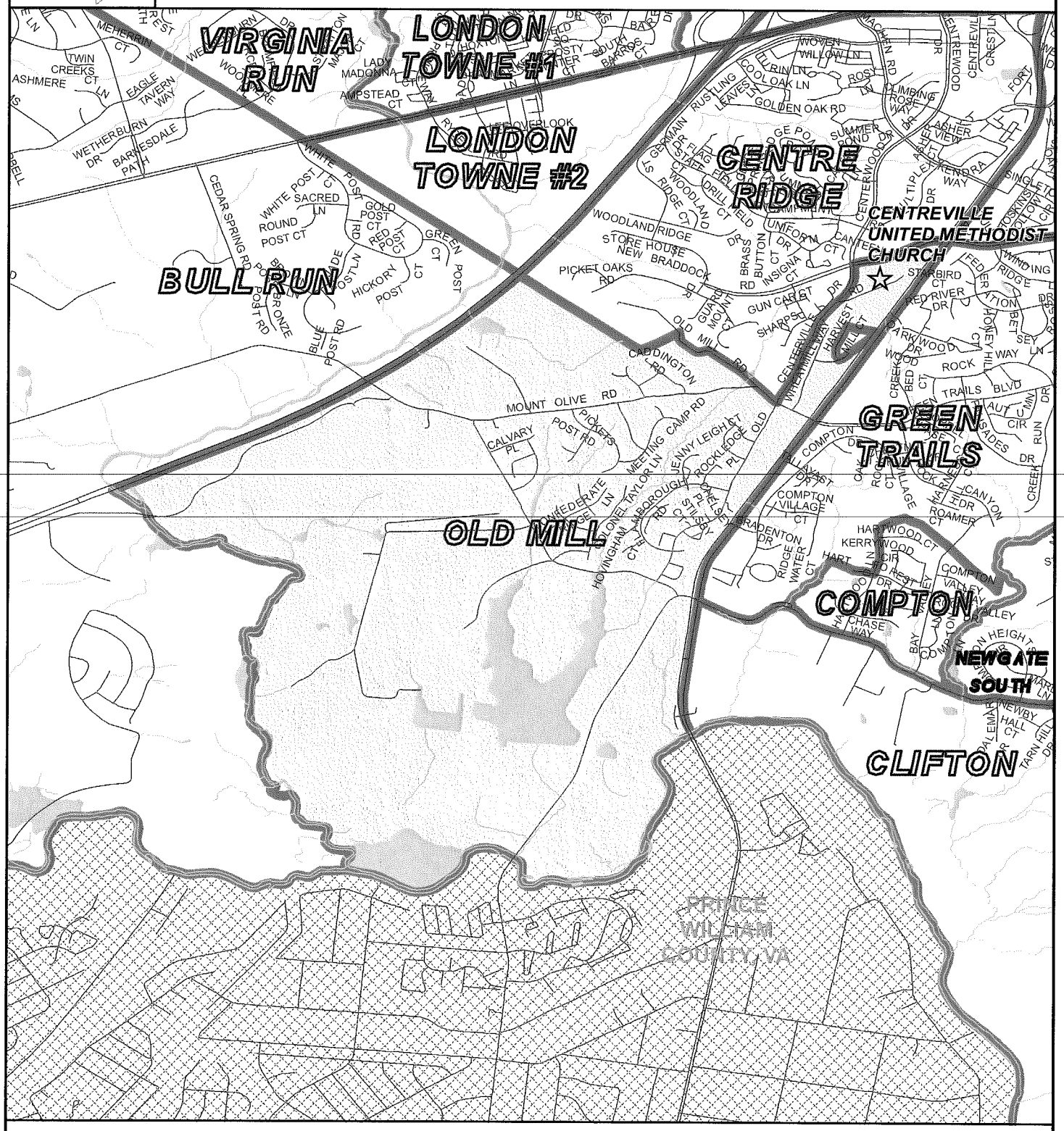
MAP GRIDS: 64-2, 64-4, 65-1, 65-3, 73-2, 74-1

NOTES: Adopted August 2001
Precinct description revised and readopted – March 2003
Boundary adjusted – July 2012

Commonwealth of Virginia

County of Fairfax

Sully District



Precinct: 925 OLD MILL

Polling Place: Centreville United Methodist Church

Fairfax County Voting Precincts — Roadway Centerlines — Other Jurisdictions

Featured Precinct Polling Place — Water Features

0 875 1,750
Feet

N

July 2012

AN ORDINANCE TO AMEND CHAPTER 7 OF THE FAIRFAX COUNTY CODE TO CREATE NEW ELECTION PRECINCTS AND ESTABLISH POLLING PLACES FOR THOSE NEW PRECINCTS, TO ADJUST CERTAIN PRECINCT BOUNDARIES AND ABOLISH CERTAIN ELECTION PRECINCTS THROUGH CONSOLIDATIONS, AND TO RELOCATE POLLING PLACES FOR CERTAIN ELECTION PRECINCTS

Draft of May 31, 2012

AN ORDINANCE to amend and readopt Sections 7-2-4, 7-2-10, 7-2-11, 7-2-12, and 7-2-13, relating to the creation of new election precincts and the establishment of polling places for those new precincts, the renaming of certain election precincts, the adjustment of the boundaries of certain precincts, the abolition of certain election precincts through consolidations, and the relocation of polling places for certain election precincts.

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

1. That Sections 7-2-4, 7-2-10, 7-2-11, 7-2-12, and 7-2-13 are amended and readopted as follows:

Section 7-2-4. - Braddock District.

The Braddock District shall consist of these election precincts: Bonnie Brae, Burke Centre, Canterbury, Cardinal, Chapel, Danbury, Eagle View, Fairview, Heritage, Keene Mill, Kings Park, Lake Braddock, Laurel, Little Run, Monument, ~~North Springfield No. 1, North Springfield No. 2,~~ North Springfield, Ravensworth, Robinson, Sideburn, Signal Hill, Terra Centre, University, Villa, Wakefield, and Woodson.

Section 7-2-10. - Providence District.

The Providence District shall consist of these election precincts: Blake, Fairfax Court (that part of Fairfax County containing the governmental complex that is surrounded by Fairfax City), Fort Buffalo, Freedom Hill, ~~Graham, Greenway,~~ Graham-Greenway, Hunters Branch, Kilmer, Magarity,[1] Mantua, Marshall, Merrifield, Mosby, Nottoway, Oak Marr, Oakton, Penderbrook, Pine Ridge, Pine Spring, Price, Shreve, Stenwood, Thoreau, Timber Lane, Tysons, Walker, and Woodburn.

[1] Adjust boundaries of Magarity and Tysons Precincts as described in the files of the Clerk to the Board of Supervisors.

Section 7-2-11. - Springfield District.

The Springfield District shall consist of these election precincts: Burke,[2] Cedar Lake, Centerpointe, Cherry Run, Clifton, Colchester, Fair Lakes, Fair Oaks, Fairfax Station, Fountainhead, Greenbriar East, Greenbriar West, ~~Hunt,~~ Hunt Valley, Irving, Newgate North, Newgate South, Orange, Parkway, Pohick, Popes Head, Sangster, Silverbrook, South Run, Sydenstricker, Valley, West Springfield, White Oaks, Willow Springs, and Woodyard.

Section 7-2-12. - Sully District.

The Sully District shall consist of these election precincts: Brookfield, Bull Run, Carson, Centre Ridge,[3] Centreville, Chantilly, Compton, Cub Run, Deer Park, Difficult Run, Dulles, Franklin, Green Trails, Kinross East, Kinross West, Lees Corner No. 1, Lees Corner No. 2, London Towne No. 1, London Towne No. 2, Navy, Old Mill, Poplar Tree, Powell, Rocky Run, Stone North, Stone South, Vale, Virginia Run, and Waples Mill.

Section 7-2-13. - General Provisions.

All references to election precincts shall refer to those precincts, together with the descriptions and maps of the boundaries and polling places for each of those precincts, which were adopted by the Board of Supervisors on March 24, 2003, as amended on March 8, 2004, March 21, 2005, March 27, 2006, March 26, 2007, September 10, 2007, March 10, 2008, January 12, 2009, March 9, 2010, July 27, 2010, April 26, 2011, ~~and~~ July 26, 2011, and July 10, 2012, and kept on file with the Clerk to the Board of Supervisors. Whenever a road, a stream, or other physical feature describes the boundary of a precinct, the center of such road, stream, or physical feature shall be the dividing line between that precinct and any adjoining precinct.

2. That the election polling places of the newly created precincts identified in the first clause of this ordinance are established at:

Supervisor District	Precinct	Polling Place
Braddock	North Springfield (new)	North Springfield Elementary School 7602 Heming Court Springfield, VA 22151

[2] Correct the description of Burke Precinct as described in the files of the Clerk to the Board of Supervisors.

[3] Adjust boundaries of Centre Ridge, Green Trails, and Old Mill Precincts as described in the files of the Clerk to the Board of Supervisors.

Providence	Graham-Greenway (new)	Graham Road Elementary School 2831 Graham Road Falls Church, VA 22042

3. That the election polling places of the following existing precincts are relocated:

Supervisor District	Precinct	Polling Place
Mason	Masonville	From: Westminster School 3819 Gallows Road Annandale, VA 22003 To: Mason Crest Elementary School 3705 Crest Drive Annandale, VA 22003
Mount Vernon	South County	From: South County Secondary School 8501 Silverbrook Road Lorton, VA 22079 To: South County Middle School 8700 Laurel Crest Drive Lorton, VA 22079
Springfield	Cedar Lake	From: Centerpointe Church at Fair Lakes 4104 Legato Road Fairfax, VA 22033 To: Virginia Department of Transportation 4975 Alliance Drive Fairfax, VA 22030
Springfield	Sydenstricker (Hunt renamed)	From: Hunt Valley Elementary School 7107 Sydenstricker Road Springfield, VA 22152

To:
Sydenstricker United Methodist Church
8508 Hooes Road
Springfield, VA 22153

4. That this ordinance shall become effective September 1, 2012, and it shall be enforced after satisfactory completion of the federal preclearance procedure provided by Section 5 of the Voting Rights Act of 1965, as amended, 42 U.S.C. § 1973c.

GIVEN under my hand this ____ day of July 2012.

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

\\s17prolaw01\Documents\116456\MHL\427419.doc

Board Agenda Item
July 10, 2012

4:00 p.m.

Public Hearing on the Acquisition of Certain Land Rights Necessary for the Construction of the Saigon Subdivision Sanitary Sewer E & I (Dranesville District)

ISSUE:
Public Hearing on the acquisition of certain land rights necessary for the construction of Project X00828 (10006) – Saigon Subdivision Sanitary Sewer Extension and Improvement (E & I), Fund 402, Sewer Construction Improvements.

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

TIMING:
On June 5, 2012, the Board authorized advertisement of a public hearing to be held on July 10, 2012, commencing at 4:00 p.m.

BACKGROUND:
The County is planning to install approximately 3,100 linear feet of gravity sanitary sewer, 1,900 feet of pressure sewer, and associated appurtenances to serve 38 lots on Saigon Road, Spencer Road, Saigon Circle, and Sconset Lane.

The construction of the project requires the acquisition of sanitary sewer, sanitary grinder pump and maintenance agreement, sanitary sewer lateral, temporary construction access agreement, and grading agreement and temporary construction easements on 25 properties in the Dranesville District. The Land Acquisition Division has been negotiating to acquire the land rights since December 2006.

All necessary land rights have been acquired on this project with the exception of one 397 square-foot sanitary sewer easement located on an outlot parcel (Tax Map 021-3-20-A). The Department of Tax Administration currently has the property listed in the name of Swinks Mill Development Corporation, an entity which is now defunct; therefore, the property is considered to be owned by “unknown owners”; and condemnation is necessary.

In order to commence construction of this project on schedule, it is necessary for the Board to utilize quick-take eminent domain powers. These powers are conferred upon

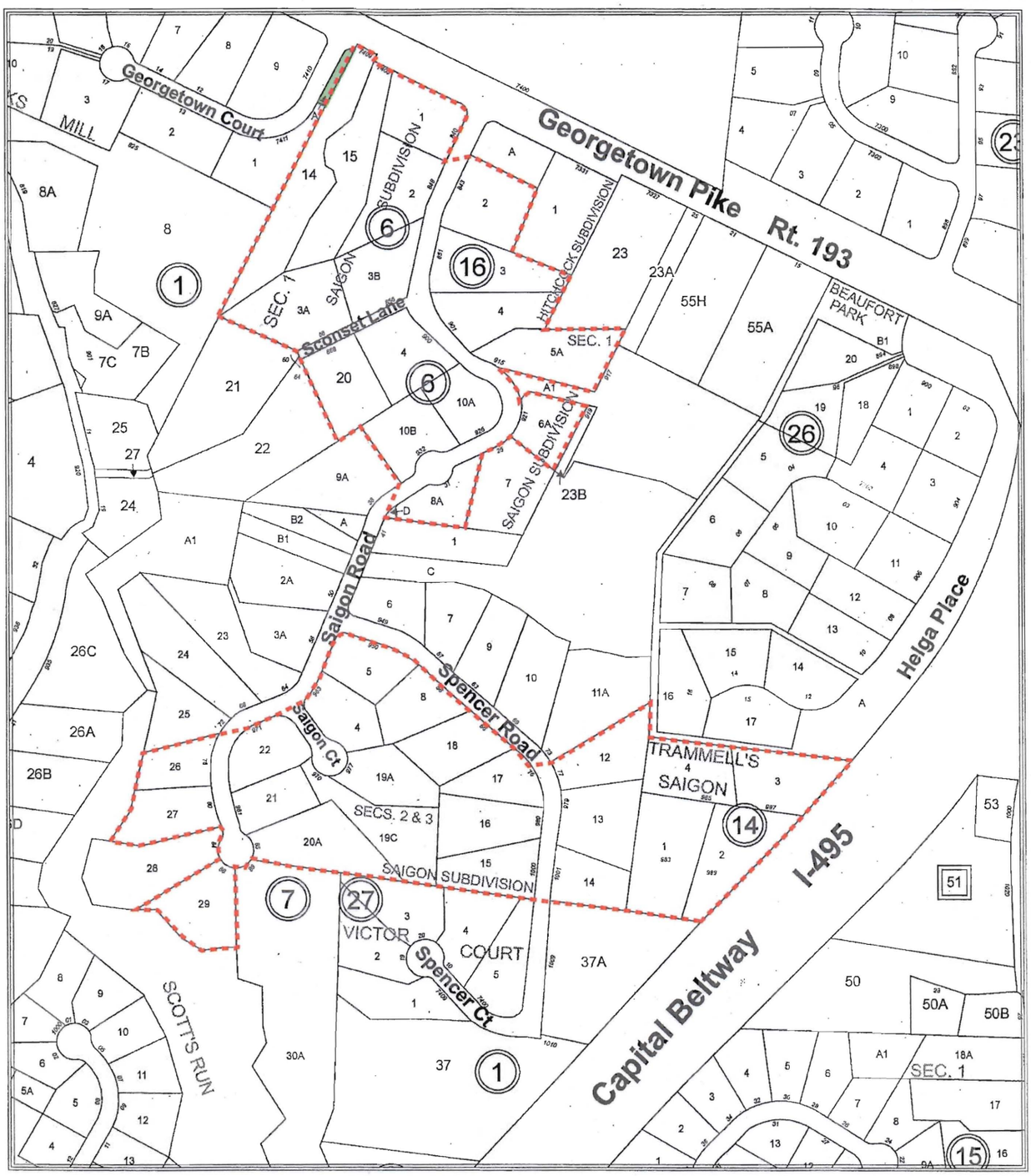
the Board by statute, namely, Va. Code Ann. §§ 15.2-1904 and 15.2-1905 (2008). Pursuant to these provisions, a public hearing is required before property interests can be acquired in such an accelerated manner.

FISCAL IMPACT:
No funding is required at this time. Funding is currently available for future requirements in Project X00828 Sewer Bond Extension and Improvement Projects, Fund 402, Sewer Construction Improvements.

ENCLOSED DOCUMENTS:
Attachment A – Project Location Map
Attachment B – Resolution with Fact Sheets on the affected parcel with a plat showing interests to be acquired (Attachments 1 and 1A).

STAFF:
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Ronald N. Kirkpatrick, Deputy Director, DPWES, Capital Facilities

ATTACHMENT A



SAIGON SUBDIVISION SANITARY SEWER E & I

Tax Map: 21-3 **Project - X00828 (10006)** **Scale: 1' = 400"**

Dranesville District

Required Property:

Affected Properties:

Scope: The County is planning to install approximately 3,100 linear feet of gravity sanitary sewer, 1,900 feet of pressure sewer and associated appurtenances to serve 38 lots on Saigon Road, Spencer Road, Saigon Circle and Sconset Lane.

ATTACHMENT B

RESOLUTION

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

WHEREAS, certain Project X00828 (10006) – Saigon Subdivision Sanitary Sewer Extension and Improvement had been approved; and

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

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

WHEREAS, in order to keep this project on schedule, it is necessary that the required property interests be acquired not later than July 13, 2012.

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

RESOLVED, that following the public hearing, this Board hereby declares it necessary to acquire the said property and property interests and that this Board intends to enter and take the said property interests for the purpose of constructing sanitary sewer improvements as shown and described in the plans of Project X00828 (10006) – Saigon Subdivision Sanitary Sewer Extension and Improvement on file in the Land Acquisition Division of the Department of Public Works and Environmental

Services, 12000 Government Center Parkway, Suite 449, Fairfax, Virginia; and be it further

RESOLVED, that this Board does hereby exercise those powers granted to it by the *Code of Virginia* and does hereby authorize and direct the Director, Land Acquisition Division, on or subsequent to July 10, 2012, unless the required interests are sooner acquired, to execute and cause to be recorded and indexed among the land records of this County, on behalf of this Board, the appropriate certificate in accordance with the requirements of the *Code of Virginia* as to the property owner, the indicated estimate of fair market value of the property and property interests and/or damages, if any, to the residue of the affected parcel relating to the certificate; and be it further

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

PROPERTY OWNER(S)	TAX MAP NUMBER(S)	INTEREST(S) REQUIRED	ESTIMATED VALUE
Swinks Mill Development Corp. and/or Unknown Owners	021-3-20-A	Sanitary Sewer Easement 397 sq. ft.	$100.00

A Copy – Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

ATTACHMENT 1

1. AFFECTED PROPERTY

Tax Map Number: 021-3-20-A
Street Address: N/A

2. OWNER(S): Swinks Mill Development Corp.
and/or Unknown Owners

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

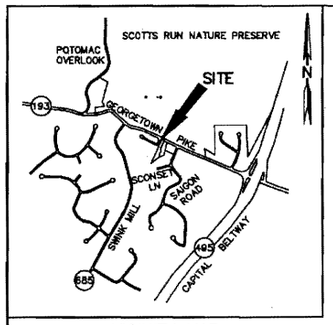
Sanitary Sewer Easement – 397 sq. ft.

4. VALUE

Estimated value of interests and damages:

ONE HUNDRED DOLLARS ($100.00)

ATTACHMENT 1-A



VICINITY MAP
SCALE: 1" = 2000'

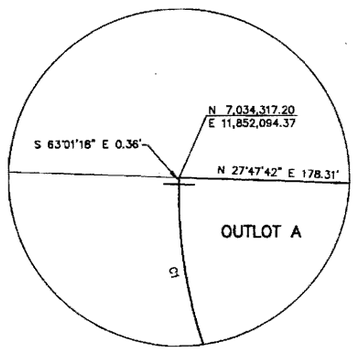
NOTES:

1. THE PROPERTY DELINEATED ON THIS PLAT IS LOCATED ON TAX ASSESSMENT MAP NO. 21-3 ((20)) OUTLOT A AND IS CURRENTLY OWNED BY SWINKS MILL DEVELOPMENT CORP. AS RECORDED IN DEED BOOK 4845 AT PAGE 256 AND DEED BOOK 5180 AT PAGE 518 AMONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
2. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE PLAT OF THE PROPERTY SHOWN HEREON IS 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 137 1991." THE COMBINED GRID AND ELEVATION FACTOR, WHICH HAS BEEN APPLIED TO DERIVE THE COORDINATES SHOWN, IS 0.99995307.
4. OUTLOT A, SWINKS MILL SUBDIVISION IS RECORDED IN DEED BOOK 5180 AT PAGE 518.

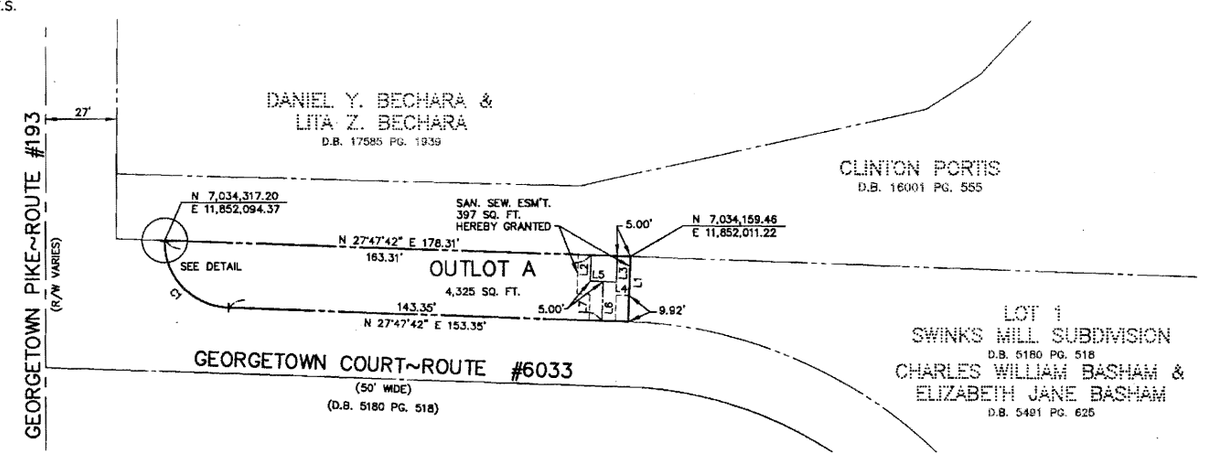
NOT TO SCALE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 62°18'24" E	24.99
L2	N 62°18'24" W	10.04
L3	N 62°18'24" W	10.06
L4	N 27°54'52" E	5.00
L5	S 27°54'52" W	10.00
L6	S 62°18'24" E	9.92
L7	S 62°18'24" E	9.96

30 15 0 15 30
1"=30'



DETAIL
N.T.S.



DATE	REVISION
08/08/06	ADDRESSED COUNTY COMMENT
06/07/06	ADDRESSED DESIGN REVISIONS

SAIGON SUBDIVISION EXTENSION AND IMPROVEMENT PROJECT
PROJECT NUMBER: X00826 (E005)

Patton Harris Rust & Associates
Engineers. Surveyors. Planners. Landscape Architects.
14532 Lee Road
Chantilly, VA 20151-1679
T 703.449.6700
F 703.449.6713
PHR+A

PLAT SHOWING GRANTING OF
SANITARY SEWER EASEMENT
ON
OUTLOT A
SWINKS MILL SUBDIVISION
DEED BOOK 5180 AT PAGE 518
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA

COMMONWEALTH OF VIRGINIA
8-8-06
KEVIN D. VAUGHN
No. 001508
LAND SURVEYOR

DRAWN: CRL
CHECKED: KDV
DATE: MAY 31, 2006
SCALE: 1" = 30'
SHEET: 1 OF 1
FILE NO: 12868-2-0

FILE NAME: P:\PROJECT\12868\2-0\SURVEY\WORKAREA\BALLS HILL\002ESMT LOT 14.DWG

THIS PAGE INTENTIONALLY LEFT BLANK

Board Agenda Item
July 10, 2012

4:00 p.m.

Public Hearing to Convey Board-Owned Property to the Fairfax County Park Authority (Dranesville District)

ISSUE:
Public hearing regarding the conveyance of Board-owned property to the Fairfax County Park Authority (Park Authority).

RECOMMENDATION:
The County Executive recommends that the Board authorize staff to convey Board-owned property to the Park Authority.

TIMING:
On May 22, 2012, the Board of Supervisors authorized the advertisement of a public hearing to convey Board-owned property to the Park Authority.

BACKGROUND:
The Board is the owner of two parcels of land located at 1320 and 1322 Ingleside Avenue identified by Tax Map Nos. 0302 01 0011 (Parcel 11) and 0302 01 0012 (Parcel 12), respectively. Parcel 11 consists of 0.23 acres and a two-story brick house built in 1940. Parcel 12 contains 0.13 acres of open space.

The Park Authority has requested the transfer of Parcel 11 and Parcel 12 for incorporation into McLean Central Park. The Facilities Management Department is willing to pay for and supervise the demolition of the house and the termination of the utilities before conveyance of the properties to the Park Authority. After the parcels are transferred, the Park Authority will include the properties in their inventory and maintain them in accordance with the adopted Park Authority Maintenance Standards.

The two parcels are subject to the existing Land Bank Agreement (Land Bank) between the Board and the Park Authority. After the most recent transfer to the Park Authority recorded on October 13, 2011, the current account balance is $26,088,490. The Board will receive an additional credit of $794,000 in the Land Bank (which excludes the value of the house) for the conveyance of the properties to the Park Authority.

Staff recommends that the conveyance of the properties to the Park Authority be subject to the condition that the parcels must be used for public park purposes. Staff further recommends that the conveyances be made subject to the County's reserving unto itself and having the right (subject to the limitations set forth in the Land Bank) to assign to public entities, public utilities, or telecommunications or cable television providers the right to design, lay out, construct, utilize and maintain anywhere on the parcels, rights-of-way, streets, sidewalks and trails, utility lines, conduits, poles, facilities, and other improvements for the purpose of providing for, including but not

limited to, sanitary sewer, storm sewer, water, telephone, gas, electric, cable, television service and other utilities. Staff recommends that any public utilities located on these properties that are owned and maintained by County agencies, such as sanitary sewers and storm water management facilities and structures, continue to be owned and maintained by the County.

With this transfer, the Park Authority will own 23,189 acres, or 9.2% of the total acreage of the County.

FISCAL IMPACT:
Approximately $20,000 for the demolition of the house and the capping of all utilities. Funding will be absorbed through the FMD FY2013 operating budget.

ENCLOSED DOCUMENTS:
Attachment 1 – Location Map
Attachment 2 – Current Balance of Land Bank
Attachment 3 - Resolution

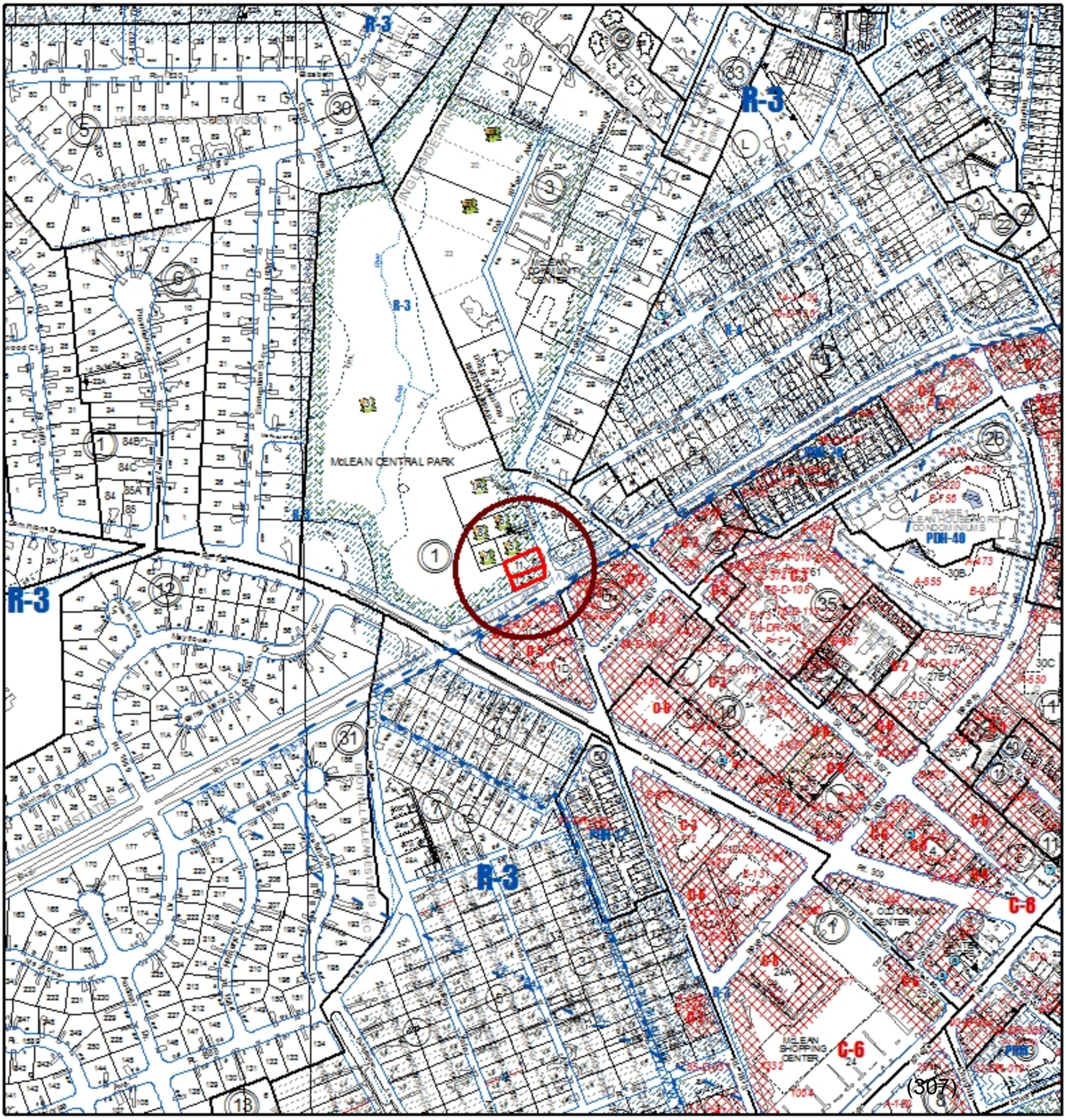
STAFF:
David J. Molchany, Deputy County Executive
Jose A. Comayagua, Director, Facilities Management Department
John W. Dargle, Jr., Director, Fairfax County Park Authority

Attachment 1

Subject Property:
Tax Map No. 0302 01 0011 & 012

0 115 230 460 Feet

N



2012 ASSESSED VALUES OF LAND BANK PARCELS Attachment 2

EXISTING PARCELS			2009 Assessment Values	2010 Assessment Values	2011 Assessment Values	2012 Assessment Values
Tax Map Number	**Description**	**Acreage**				
10-2((1)) parcel 1	Sugarland	1.1317	$ 49,000	$ 49,000	$ 25,000	$ 25,000
29-2((1)) parcel 12	Odericks	1.0260	801,000	615,000	615,000	615,000
40-1((16)) parcel 217F	Pimmit Hills	0.2984	7,000	7,000	6,000	6,000
83-3((14))(23) parcel A	Belle Haven	0.4257	9,000	9,000	9,000	9,000
50-2((10))(F) parcels 1-23	Falls Church Manor	1.1478	544,000	517,000	517,000	517,000
50-2((10))(G) parcels 1-36	Falls Church Manor	1.6988	952,000	904,000	904,000	904,000
50-2((10))(H) parcels 1-14	Falls Church Manor	0.8035	408,000	388,000	388,000	388,000
50-2((10))(I) parcels 1-29	Falls Church Manor	1.5840	816,000	775,000	775,000	775,000
77-4((9)) parcel 1	Poburn Woods	0.4821	330,000	297,000	297,000	297,000
Subtotals		8.5980	$ 3,916,000	$ 3,561,000	$ 3,536,000	$ 3,536,000

NEW PARCELS (Conveyed October 2011)			2011 Assessment Values	2012 Assessment Values
Tax Map Number	**Description**	**Acreage**		
11-4((1)) parcel 5	Baron Cameron	60.0000	$ 9,349,690	$ 9,349,690
20-1((1)) parcel 16A	Greenway	10.4630	1,644,000	1,578,000
20-1((10)) parcel B	Greenway	3.4065	719,000	690,000
29-2((1)) parcel 1D	Spring Hill	24.3911	5,218,000	5,218,000
66-2((1)) parcel 4D	Lincoln Lewis Vannoy	31.9724	1,113,800	1,113,800
69-3 ((6)) parcel P	Lake Braddock	13.0848	1,370,000	1,370,000
79-3((1)) parcel 5	Fairfax Park	6.5000	1,010,000	1,010,000
79-3((17)) parcel A	Fairfax Park	6.5000	566,000	566,000
91-4((1)) parcel 30A	Hayfield	48.1698	1,049,000	1,059,000
91-4((1)) parcel 30B	Hayfield	5.0300	110,000	111,000
100-2((2)) parcel D2	Hayfield Farm	2.2803	50,000	50,000
100-2((2)) parcel G	Hayfield Farm	13.7012	298,000	295,000
100-2((2)) parcel G1	Hayfield Farm	0.4529	10,000	10,000
100-2((2)) parcel K	Hayfield Farm	6.1197	133,000	132,000
Subtotals		232.0717	$ 22,640,490	$ 22,552,490
TOTAL		240.6697	$ 26,176,490	$ 26,088,490

Attachment 3

RESOLUTION

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

WHEREAS, the Board of Supervisors owns two parcels of land located at 1320 and 1322 Ingleside Avenue, identified by Tax Map Nos. 0302 01 0011 and 0302 01 0012, respectively,

WHEREAS, the Fairfax County Park Authority (Park Authority) has asked the Board of Supervisors to transfer the parcels to the Park Authority for inclusion in McLean Central Park,

WHEREAS, the County has no current or planned use for this parcel,

WHEREAS, the tax-assessed value of the parcels will be added to the balance of the Land Bank as a credit to the Board of Supervisors,

WHEREAS, the Board of Supervisors finds that it would be in the best interest of the citizens of Fairfax County to convey the real property as described above to the Park Authority.

NOW,THEREFORE, upon public hearing duly advertised according to law, it is **RESOLVED** that the County Executive or Deputy County Executive is hereby authorized to execute all necessary documents to convey the real property described above to the Park Authority.

A Copy Teste:

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

THIS PAGE INTENTIONALLY LEFT BLANK