FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 11, 2012

AGENDA

8:30	**Held**	9/11 Remembrance Ceremony, The Forum and The Memorial Grove
9:30	**Done**	Presentations
10:30	**Carryover Approved**	Public Hearing on the County and Schools' FY 2012 Carryover Review to Amend the Appropriation Level in the FY 2013 Revised Budget Plan
10:40	**Done**	Items Presented by the County Executive

ADMINISTRATIVE ITEMS

1	**Approved**	Authorization for the Fairfax County Office for Women & Domestic and Sexual Violence Services to Apply For and Accept Grant Funding from the Avon Foundation Domestic Violence Survivor Empowerment Program
2	**Approved**	Streets into the Secondary System (Dranesville, Mason, Mount Vernon, Springfield and Sully Districts)
3	**Approved**	Designation of Plans Examiner Status under the Expedited Land Development Review Program
4	**Approved**	Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill District)
5	**Approved**	Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Sunset Manor Residential Permit Parking District, District 18 (Mason District)
6	**Approved**	Extension of Review Period for 2232 Review Application (Providence District)

ACTION ITEMS

1	**Approved**	Approval for the Police Department to Donate a Surplus Motor Vehicle

FAIRFAX COUNTY
BOARD OF SUPERVISORS
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ACTION ITEMS
(Continued)

2	**Approved**	Presentation of the Delinquent Tax List for Tax Year 2011 (FY 2012)
3	**Approved**	Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force
4	**Approved**	Approval of a Resolution Requesting the Fairfax County Economic Development Authority to Issue Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2012 Bonds to the Metropolitan Washington Airports Authority (MWAA) for Dulles Metrorail Silver Line Phase I
5	**Approved**	Approval of a Lease Agreement for Commuter Parking at Springfield Plaza (Lee District)
6	**Approved**	Endorsement of Rolling Road Loop Ramp Widening at Fairfax County Parkway, Franconia-Springfield Parkway, and Rolling Road (Springfield District)
7	**Approved**	Endorsement of U.S. Route 1 (Richmond Highway) Widening Preferred Alternative (Revised) Between Belvoir Road and Mount Vernon Memorial Highway (Mount Vernon District)
8	**Approved**	Approval of a Resolution Authorizing the Refinancing of Loans From the Virginia Water Facilities Revolving Fund Relating to the Financing of the County's Share of Upgrades to the Alexandria Renew Enterprise's Wastewater Treatment Facilities
9	**Approved**	Approval of a Parking Reduction for 6803 Whittier Avenue Located in the McLean Commercial Revitalization District (Dranesville District)
10	**Approved**	Approval of a Resolution to Authorize the Extension of General Obligation Bonds
11	**Approved**	Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2013

FAIRFAX COUNTY
BOARD OF SUPERVISORS
September 11, 2012

	INFORMATION ITEMS	
1	**Noted**	Planning Commission Action On Application 2232-Y11-9, Newpath Networks, LLC, New Cingular Wireless PCS, LLC (Sully District)
2	**Noted**	Planning Commission Action On Application 2232-V11-25, Fairfax County Park Authority (Mount Vernon District)
3	**Noted**	County Holiday Schedule – Calendar Year 2013
4	**Noted**	Implementation of the Tysons Corner Express Lanes Bus Service Plan, January 2013-March 2013 (Braddock, Dranesville, Hunter Mill, Lee, Mount Vernon, and Springfield Districts)
5	**Noted**	Summary of Transportation Advisory Commission Recommendations for a Transportation Funding Outreach Plan
11:00	**Done**	Matters Presented by Board Members
11:50	**Done**	Closed Session
	PUBLIC HEARINGS	
3:30	**Approved**	Public Hearing on PRC 77-C-076 (RTC Partnership, LLC) to Approve the PRC Plan Associated with DPA 77-C-076 (Hunter Mill District)
3:30	**Approved**	Public Hearing on Amendment to Fairfax County Code Section 67.1-10-2(b) to Extend the Period for Connecting to County-Constructed Extension and Improvement Facilities at the Connection Rates in Effect Prior to July 1, 2011
3:30	**Public Hearing Deferred to 9/25/12 at 3:00 p.m.**	Public Hearing on SEA 88-S-077-05 (Brookfield-Beverly Road Associates Limited Partnership) to Amend SE 88-S-077 (Sully District)
3:30	**Public Hearing Deferred to 9/25/12 at 3:00 p.m.**	Public Hearing on SE 2012-MA-004 (Jooan Peace, Inc.) to Permit Parking in an R District (Mason District)
3:30	**Approved**	Public Hearing on SE 2012-DR-003 (TD Bank, N.A.) to Permit a Drive-In Financial Institution and Waiver of Minimum Lot Size Requirement (Dranesville District)

FAIRFAX COUNTY
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	PUBLIC HEARINGS (Continued)	
3:30	**Approved**	Public Hearing on SE 2010-DR-019 (Sivnam Partnership, LLC) to Permit a Fast Food Restaurant (Dranesville District)
4:00	**Approved**	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Height Limits for Certain Independent Living Facilities
4:00	**Approved**	Public Hearing on a Proposed Zoning Ordinance Amendment Re: Truck Rental Establishments in the Planned Residential Community (PRC) District
4:00	**Approved**	Public Hearing on the Adoption of the Proposed Amendments to the Huntington Conservation Plan (Mount Vernon District)
4:00	**Approved**	Public Hearing on Amendments to the Code of the County of Fairfax, Virginia, Articles 2, 3 and 7 of Chapter 3 Re: Fairfax County Retirement Systems

Fairfax County, Virginia

BOARD OF SUPERVISORS AGENDA

Tuesday
September 11, 2012

8:30 a.m.

9/11 Remembrance Ceremony
Government Center Forum
followed by a procession outside to
the 9/11 Memorial Grove (weather permitting)

9:30 a.m.

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

PRESENTATIONS

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.

- CERTIFICATE – To recognize residents and businesses that have made properties available to Fairfax County public safety personnel for training. Requested by Chairman Bulova.

- PROCLAMATION – To designate September 2012 as Emergency Preparedness Month in Fairfax County. Requested by Chairman Bulova.

- RESOLUTION – To recognize the 50th anniversary of the Arc of Northern Virginia. Requested by Supervisor Hudgins.

— more —

Board Agenda Item
September 11, 2012

- CERTIFICATE – To recognize Trudy Harsh for establishing the Brain Foundation to provide housing for people with brain disorders. Requested by Chairman Bulova.

- CERTIFICATE – To recognize Jas Boothe, founder and president of Final Salute, for providing transitional housing to female veterans and their children. Requested by Chairman Bulova.

DESIGNATIONS

- PROCLAMATION – To designate September 9-15, 2012, as Suicide Prevention Week in Fairfax County. Requested by Chairman Bulova.

- PROCLAMATION – To designate September 15-October 15, 2012, as Hispanic Heritage Month in Fairfax County. Requested by Chairman Bulova.

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

Board Agenda Item
September 11, 2012

10:30 a.m.

Public Hearing on the County and Schools' *FY 2012 Carryover Review* to Amend the Appropriation Level in the FY 2013 Revised Budget Plan

ISSUE:
Public Hearing and Board action on the County and Schools' *FY 2012 Carryover Review.*

RECOMMENDATION:
The County Executive recommends that, after holding a public hearing, the Board approve staff recommendations including the County and Schools' *FY 2012 Carryover Review.*

TIMING:
The public hearing has been advertised for 10:30 a.m. on September 11, 2012. State law allows the Board to act on proposed amendments to the budget on the same day as the public hearing.

BACKGROUND:
On July 31, 2012, the Board of Supervisors authorized staff to advertise a public hearing scheduled to be held on September 11, 2012, regarding the County and Schools' Carryover Review. Section 15.2-2057 of the Code of Virginia requires that a public hearing be held prior to Board action. Board approval of an amendment to increase the FY 2013 appropriation level can occur immediately following the public hearing.

ENCLOSED DOCUMENTS:
Distributed to Board Members on July 31, 2012, and available online at:
http://www.fairfaxcounty.gov/dmb

Attachment A: Advertisement for public hearing
Attachment B: July 31, 2012 Memorandum to the Board of Supervisors from Edward L. Long Jr., County Executive, with attachments, transmitting the County's *FY 2012 Carryover Review* with appropriate resolutions
Attachment C: Fairfax County School Board's FY 2012 Final Budget Review and Appropriation Resolutions

STAFF:
Susan W. Datta, Chief Financial Officer and Director, Department of Management and Budget

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Board Agenda Item
September 11, 2012

10:40 a.m.

Items Presented by the County Executive

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Board Agenda Item
September 11, 2012

ADMINISTRATIVE – 1

Authorization for the Fairfax County Office for Women & Domestic and Sexual Violence Services to Apply For and Accept Grant Funding from the Avon Foundation Domestic Violence Survivor Empowerment Program

ISSUE:
Board authorization is requested for the Fairfax County Office for Women & Domestic and Sexual Violence Services (OFWDSVS) to apply for and accept funding, if received, from the Avon Foundation Domestic Violence Survivor Empowerment Program. Grant funding in the amount of $65,000 will support the establishment of 1/1.0 SYE Social Worker II grant position (Avon Domestic Violence Survivor Empowerment Coordinator). The grant period of 12 months will run approximately January 1, 2013 to December 31, 2013. No Local Cash Match is required. If the actual award received is significantly different from the application amount, another item will be submitted to the Board requesting appropriation of grant funds. Otherwise, staff will process the award administratively as per Board policy.

RECOMMENDATION:
The County Executive recommends that the Board authorize OFWDSVS to apply for and accept funding, if received, from the Avon Foundation Domestic Violence Survivor Empowerment Program.

TIMING:
Board action is requested on September 11, 2012. It should be noted that OFWDSVS only learned about this grant possibility on July 25, 2012. Due to the grant application deadline of August 1, 2012, the application was submitted pending Board approval. If the Board does not approve this request, the application will be immediately withdrawn.

BACKGROUND:
The Avon Foundation Domestic Violence Survivor Empowerment Program solicited applications for funding a Domestic Violence Survivor Empowerment Program Coordinator (Coordinator) to serve victims of domestic violence and stalking within a family justice center. Since OFWDSVS is a primary partner in Fairfax County's family justice center, entitled the Domestic Violence Action Center (DVAC), this grant allows OFWDSVS to hire the Coordinator to be deployed full-time to DVAC. The Coordinator will provide training, resources and self-sufficiency services to victims and DVAC partner agency staff, including the provision of comprehensive case management and

support to victims of domestic violence and stalking, working to increase community connections to enhance client outcomes, and collaborating with community partners to explore the development of a victim/survivor mentoring program. Funding for this position will expand the scope of services available to victims at DVAC and assist in the fulfillment of DVAC's ultimate goal – to keep victims safe and hold offenders accountable.

FISCAL IMPACT:
If awarded, grant funding in the amount of $65,000 from the Avon Foundation Domestic Violence Survivor Empowerment Program will support the establishment of 1/1.0 SYE grant Social Worker II position. No Local Cash Match is required. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are held in reserve for unanticipated grant awards. This grant does not allow for the recovery of indirect costs.

CREATION OF POSITIONS:
1/1.0 SYE grant position will be established with this grant award. The position will be filled as a Social Worker II. The County is under no obligation to continue funding this position when the grant period ends. OFWDSVS will make every effort to locate additional Avon Foundation or other grant funding to maintain this position following the current one-year grant cycle.

ENCLOSED DOCUMENTS:
Attachment 1 – Grant Application and Budget

STAFF:
Patricia Harrison, Deputy County Executive
Ina G. Fernández, Director, OFWDSVS

ONLINE APPLICATION FOR THE AVON FOUNDATION DOMESTIC VIOLENCE SURVIVOR EMPOWERMENT PROGRAM

Background (500 words)

The Office for Women & Domestic and Sexual Violence Services (OFWDSVS) is a state-accredited domestic and sexual violence program serving a population of 1.1 million people in Fairfax County, Virginia. Fairfax County is a diverse community located just outside Washington, D.C. Ethnically diverse, the County's schools report over 100 different languages and dialects being spoken among the school system's population. Fairfax County is home to one military base, several high tech firms, many federal government agencies, and has houses of worship for every major religion practiced in the world. Our agency's services began in 1975 with a volunteer-run rape crisis hotline. In 1977, volunteer-lead services that addressed the needs of domestic violence victims were added. The Fairfax County government made a commitment to the community to ensure that these services were funded and expanded when it agreed to bring them into the county government structure a few years later. Now, 35 years later, this small government agency provides comprehensive counseling and support services to survivors of domestic and sexual violence, through positions such as a Court Specialist, Housing & Economic Specialist, and a Children's Services Coordinator, operation of a 24-hour hotline, and a team of prevention and outreach specialists that reach out to all parts of our community. Additionally, OFWDSVS contracts with a local non-profit to manage our County's only domestic violence crisis shelter. OFWDSVS staff provides individual and group counseling for adults and children in the shelter, as well as training for the shelter staff. Our agency's mission is to promote an engaged and informed community by encouraging safety, responsibility, awareness, and equality. OFWDSVS' values of safety, respect, empathy and compassion, responsibility, collaboration, equality, and hope guide the work we do and the way we do it.

Two years ago, OFWDSVS played a key role in the community's development of a family justice center, called the Fairfax County Domestic Violence Action Center (DVAC), through funding from the Office on Violence Against Women, US Department of Justice. OFWDSVS' County-wide Domestic Violence Coordinator serves as the Project Manager for DVAC. DVAC partners include the Office of the Commonwealth's Attorney, Juvenile and Family Court Services, the Police Department's Victim Services Section, and several non-profit organizations including Legal Services of Northern Virginia, Tahirih Justice Center, the Women's Center, and Shelter House. Located in the County's courthouse complex, DVAC is a comprehensive, co-located service center that provides culturally responsive information and support services for victims of domestic violence and stalking and their families as well as to promote the accountability of offenders of these crimes through specialized prosecution and offender supervision.

We believe that domestic and sexual violence issues affect not just those who have been victimized but also the community as a whole. The commitment to address and eventually end violence in our community is the responsibility of all -- victims, offenders, service providers, law makers, and concerned citizens. Only in working together can we commit to create a safe and strong environment for all of our citizens.

Project Summary (225 characters)

OFWDSVS will hire an AVON DV Survivor Empowerment Coordinator to capitalize on the expertise of their Housing & Economic Specialist and provide similar services in the county's family justice center, the Fairfax County Domestic Violence Action Center.

The Coordinator will be deployed full-time to DVAC to provide training, resources and self-sufficiency services to victims and DVAC partner agency staff, including the provision of comprehensive case management and support to victims of domestic violence and stalking, working to increase community connections to enhance client outcomes, and collaborating with community partners to explore the development of a victim/survivor mentoring program. Funding for this position will expand the scope of services available to victims at DVAC and assist in the fulfillment of DVAC's ultimate goal – to keep victims safe and hold offenders accountable.

Brief Project Description (500 words)

The Fairfax County Office for Women & Domestic and Sexual Violence Services (OFWDSVS) is the state-accredited dual domestic and sexual violence program for Fairfax County. Over four years ago, the office recognized the significant importance of providing victims of domestic and sexual violence with critical resources and economic empowerment tools necessary to develop self-sufficiency by creating a Housing & Economic Specialist position. The creation of the position has been a success, with the specialist seeing over 160 clients a year, providing victims with housing location assistance and economic information, support and referral services. Funding for the AVON Domestic Violence Survivor Empowerment Coordinator (Coordinator) will help OFWDSVS expand on this success by providing similar services to clients who visit the county's family justice center, the Fairfax County Domestic Violence Action Center (DVAC). The Coordinator, an employee of OFWDSVS, will be deployed full-time to DVAC in order to provide much-needed training and economic self-sufficiency support services for victims of domestic violence and our DVAC partner agency staff.

Fairfax County is a large and diverse community with over 1.08 million people. Over one-quarter of the population is under the age of 20 and approximately 38% of the population speaks a language other than English at home. The Coordinator will, therefore, work to tailor services to teen and immigrant victims of domestic violence as well as for the county's other underserved populations, such as those associated with the military, male victims, and victims who identify as Lesbian, Gay, Bisexual, Transgendered, Questioning/Queer (LGBTQ).

The Coordinator will serve as the key service provider at DVAC to provide training, resources and self-sufficiency services to victims and DVAC partner agency staff, including the provision of comprehensive case management and support to victims of domestic violence and stalking, working to increase community connections to enhance client outcomes, and collaborating with community partners to explore the development of a victim/survivor mentoring program. OFWDSVS estimates the Coordinator will serve 160 clients per year (approximately 80 short-term and 80 long-term case management clients) and that 60% of the clients will reach their short-term self-sufficiency goals as determined collaboratively with the Coordinator.

While OFWDSVS has been in existence since 1975 and can rely upon decades of staff and institutional expertise, DVAC, operational since Fall 2011, is still a work-in-progress. However, bringing together county agency and community nonprofits is proving to be successful for

victims to easily access a variety of services with partners who now better understand each other's roles and responsibilities. The combination of the expertise of OFWDSVS with the new strengths of this co-located service center allows Fairfax County to fully implement the goals of AVON's Domestic Violence Survivor Empowerment Program. Introducing self-sufficiency services into the DVAC service list is a necessary part of the ultimate goal of DVAC – to keep victims safe and hold offenders accountable.

Two Measurable, Quantitative Goals

1. 160 clients will be served by the Coordinator (approximately 80 short-term case management clients and 80 long-term case management clients).

2. 60% of the clients will reach their short-term goals, as determined by the client with education and assistance from the Coordinator.

OFWDSVS Attachment 1: Detailed Project Description

A. Program Description

As mentioned in the *Background* section, the Fairfax County Office for Women & Domestic and Sexual Violence Services (OFWDSVS) is the state-accredited dual domestic and sexual violence program for Fairfax County. Over four years ago, the office recognized the significant importance of providing victims of domestic and sexual violence with critical resources and economic empowerment tools necessary to develop self-sufficiency by creating a Housing & Economic Specialist position. The creation of the position has been a success, with the specialist seeing over 160 clients a year, providing victims with housing location assistance and economic information, support and referral services. Funding for the AVON Domestic Violence Survivor Empowerment Coordinator (Coordinator) will help OFWDSVS expand on this success by providing similar services to clients who visit the county's family justice center, the Fairfax County Domestic Violence Action Center (DVAC). The Coordinator, an employee of OFWDSVS, will be deployed full-time to DVAC in order to provide much-needed training and economic self-sufficiency support services for victims of domestic violence and our DVAC partner agency staff.

Client Demographics & Specific Needs

DVAC serves the entire geographic area of Fairfax County, which is a large and diverse community with over 1.08 million people. According to the 2010 Census, over one quarter of the population (26.4%) is under the age of 20, speaking to the need to target services to teen dating violence victims. The racial and ethnic makeup is delineated as follows: 63% White, 18% Asian/Pacific Islander, 16% Hispanic/Latino (of any race), 10% Other/Multi-Race, 9% Black, and .04% American Indian/Alaskan Native. Thirty-eight percent (38%) of the population speaks a language other than English in the home, emphasizing the need for increased culturally and linguistically specific services. Based on the experience of the DVAC partners (and the absence of existing projects in the county), other underserved populations in Fairfax County include victims associated with the military, male victims, and victims in the Lesbian, Gay, Bisexual, Transgendered, Questioning/Queer (LGBTQ) community.

The Coordinator will work to address the specific needs of the county by focusing efforts towards teaching teen victims about economic self-sufficiency and educational opportunities and planning. Additionally, the Coordinator will work closely with our immigrant-serving partner agencies to connect victims who speak a language other than English with English as a Second

Language (ESL) courses, housing location assistance, employment training, and other economic self-sufficiency support services. Finally, the Coordinator will work with the other DVAC partners in conducting outreach to the underserved populations discussed above and determining effective means for providing self-sufficiency services tailored to those populations.

Program Development, Service Provision & Individuals Served

The Coordinator will both expand the current services provided by the OFWDSVS Housing & Economic Specialist and develop new services for victims of domestic violence and stalking who visit DVAC. As OFWDSVS has several years of experience providing similar self-sufficiency services, we can capitalize on the specialist's expertise to train the Coordinator on available county resources, model curricula for financial literacy training, and existing housing, ESL classes, employment training and educational opportunities. Additionally, the Coordinator will be developing new services tailored specifically to clients who visit DVAC. Since clients who visit DVAC are often involved with the criminal or civil justice systems, the Coordinator will have an advantage in working within the co-located service center alongside our justice system partners to better share information (within the confines of confidentiality laws) and resources available to the victims. The Coordinator will be supervised by a senior staff person within OFWDSVS as well as responsive to the DVAC Advisory Team, which serves as an oversight board for DVAC.

The Coordinator will serve as the key service provider at DVAC to provide training, resources and self-sufficiency services to victims and DVAC partner agency staff. The Coordinator will be responsible for providing the following self-sufficiency services:

I. Provide Comprehensive Case Management and Support
   a. Utilize options counseling techniques to evaluate victims' self-sufficiency needs (housing, economic, educational and other) and allow the victim to set both short- and long-term goals.
   b. Provide financial literacy training to both individuals and groups, utilizing evidence-based curricula (OFWDSVS currently uses the Allstate Financial Empowerment Curricula).
   c. Provide referrals for employment training and opportunities, including assisting with resume preparation, job interviewing techniques, computer/office skills and/or ESL courses.
   d. Provide educational (high school equivalency, vocational and higher education) planning and scholarship resource assistance.
   e. Facilitate self-sufficiency, personal empowerment events and programming, including those tailored to the needs of the underserved populations of the county.

II. Increase Community Connections to Enhance Client Outcomes: The Coordinator will work to build relationships with county and state agency and nonprofit organizations in order to better facilitate client services and streamline the process for victims.

III. Collaborate with community partners to explore the creation of a victim/survivor mentoring program: The Coordinator will work with local grassroots organizations, such as SAVE (Stop Abuse, Victim Empowerment), the Time to Fly Foundation and the Women's Group of Mount Vernon to explore opportunities for a victim/survivor mentoring program.

Relying on our existing case loads, OFWDSVS estimates the Coordinator will serve 160 clients per year (approximately 80 short-term & 80 long-term case management clients) and that 60% of clients will fulfill their short-term goals as determined collaboratively with the Coordinator.

B. Coordinator Hiring & Training

OFWDSVS will be responsible for hiring the Coordinator and commits to doing so by January 1, 2013. OFWDSVS will also provide a dedicated work space and computer for the Coordinator at DVAC. Additionally, the Coordinator will be trained by not only OFWDSVS staff, but through all of the DVAC partners in the form of cross-training, shadowing and ride-alongs in order to understand the various components of the multi-disciplinary family justice center.

C. Unique Program

While OFWDSVS has been in existence since 1975 and can rely upon decades of staff and institutional expertise, DVAC, operational since Fall 2011, is still a work-in-progress. However, bringing together county agency and community nonprofits is proving to be successful for victims to easily access a variety of services with partners who now better understand each other's roles and responsibilities. The combination of the expertise of OFWDSVS with the new strengths of this co-located service center allows Fairfax County to fully implement the goals of AVON's Domestic Violence Survivor Empowerment Program. Introducing self-sufficiency services into the DVAC service list is a necessary part of the ultimate goal of DVAC – to keep victims safe and hold offenders accountable.

Avon Foundation for Women

DV Survivor Empowerment Program - Detailed Budget

Program Period: January 1, 2013 to December 31, 2013

Organization Name: Fairfax County (VA) Office for Women & Domestic and Sexual Violence Services

Avon Grant No: 2013 DV Survivor Empowerment Program

	Planned Expenses	
Personnel:		
2013 Coordinatory Salary	$ 64,500	This position is developed at a Social Worker II level to match similar positions within the agency. The starting salary for this positions is $50,000. Benefits are assessed at 29% of the base salary.
Subtotal	***$ 64,500***	
Infrastructure *(if applicable):*		
Computer Hardwar/Software	$ -	
Training/Course Materials	$ -	
Other: *please list*		
	$ -	
	$ -	
	$ -	
	$ -	
Subtotal	***$ -***	
Program Incidentals:		
Transportation	$ -	
Printing	$ 200	Printing costs for brochures for program.
Refreshments	$ -	
Program Childcare Services	$ -	
Other: *please list*		
On-line client data management	$ 300	All staff use Care Paths, on-line client data management system.
	$ -	The subscription for CarePaths is $25/mo per person.
	$ -	
	$ -	
Subtotal	***$ 500***	
Other *(if applicable): please list*		
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
Subtotal	***$ -***	
TOTAL*	**$ 65,000**	

**Please be sure that the total amount equals $65,000*

Board Agenda Item
September 11, 2012

ADMINISTRATIVE – 2

Streets into the Secondary System (Dranesville, Mason, Mount Vernon, 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**
Dodd Property	Dranesville	Symphony Court
		Davidson Road (Route 975) (Additional Right-of-Way (ROW) Only)
Sunrise at Sunset	Mason	Sunset Lane (Route 895) (Additional ROW Only)
Occoquan Park	Mt. Vernon	Mariah Jefferson Court
Pulte & Centex Homes and BOS (Laurel Hill Silverbrook Road)	Mt. Vernon	Silverbrook Road (Route 600) (Additional ROW Only)
Lancaster Estates	Springfield	Hazel Ferguson Drive
The Shops at Centreville's Gateway	Sully	Lee Highway (Route 29) (Additional ROW Only)
		Braddock Road (Route 620) (Additional ROW Only)

TIMING:
Routine.

Board Agenda Item
September 11, 2012

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.

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: 7368-SD-01

SUBDIVISION PLAT NAME: Dodd Property

COUNTY MAGISTERIAL DISTRICT: Dranesville

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

BY: Nadia Alphonso

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 05/18/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Symphony Court	CL Davidson Road (Route 975) - 259' S CL Hamel Hill Court (Route 3592)	335' W to End of Cul-de-Sac	0.06
Davidson Road (Route 975) (Additional Right-of-Way Only)	125' S CL Hamel Hill Court (Route 3592)	275' S to Section Line	0.0
		TOTALS:	0.06

NOTES:

Davidson Road: 228' of 4' Concrete Sidewalk on West Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

BY: Marlia Ayphonse

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: 9463-SD-01

SUBDIVISION PLAT NAME: Sunrise at Sunset

COUNTY MAGISTERIAL DISTRICT: Mason

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 03/06/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Sunset Lane (Route 895) (Additional Right-of-Way Only)	304' NE CL Backlick Road (Route 617)	105' NE to Section Line.	0.0
		TOTALS:	0.0

NOTES:

355' of 4' Concrete Sidewalk on South Side to be maintained by VDOT.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 1657-SD-01

SUBDIVISION PLAT NAME: Occoquan Park

COUNTY MAGISTERIAL DISTRICT: Mount Vernon

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 06/01/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Mariah Jefferson Court	CL Ox Road (Route 123) - 280' SE CL Peniwill Drive (Route 10335)	1,728' SW to End of Cul-de-Sac	0.33
		TOTALS:	0.33

NOTES:

* Service Drive along Ox Road is not included with this acceptance.
* 5' Concrete Sidewalk on Service Drive along Ox Road will be maintained by Fairfax County.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 1183-SP-03

SUBDIVISION PLAT NAME: Pulte & Centex Homes and BOS (Laurel Hill Silverbrook Road)

COUNTY MAGISTERIAL DISTRICT: Mount Vernon

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

BY: Nadia Alphonsi

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 06/01/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Silverbrook Road (Route 600) (Additional Right-of-Way Only)	CL Monacan Road (Route 10185) - 1,568' SE CL Sullenberger Court (Route 10204))	5,166' SE to Section Line	0.0
		TOTALS:	0

NOTES:

5,100' of 8' Asphalt Trail on East Side to be maintained by Fairfax County.

Print Form

Street Acceptance Form For Board Of Supervisors Resolution - June 2005

FAIRFAX COUNTY BOARD OF SUPERVISORS
FAIRFAX, VA

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

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

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

PLAN NUMBER: 0041-SD-01

SUBDIVISION PLAT NAME: Lancaster Estates

COUNTY MAGISTERIAL DISTRICT: Springfield

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 06/27/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Hazel Ferguson Drive	CL Lee Highway Frontage Road (FR 1111) - 1,058' NE CL Summit Drive (Route 1257)	1,129' S to End of Cul-de-Sac	0.21
		TOTALS:	0.21

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.

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: 24838-SP-001

SUBDIVISION PLAT NAME: The Shops at Centreville's Gateway

COUNTY MAGISTERIAL DISTRICT: Sully

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

BY: Nadia Alphonse

FOR OFFICIAL USE ONLY

DATE OF VDOT INSPECTION APPROVAL: 06/18/2012

STREET NAME	LOCATION		LENGTH MILE
	FROM	TO	
Lee Highway (Route 29) (Additional Right-of-Way Only)	72' W CL Braddock Road (Route 620)	251' W to Section Line	0.0
Braddock Road (Route 620) (Additional Right-of-Way Only)	105' NE CL Lee Highway (Route 29)	234' NE to Section Line	0.0
		TOTALS:	0.0

NOTES:

Lee Highway: 250' of 5' Concrete Sidewalk on North Side to be maintained by VDOT.

Braddock Road: Decorative Sidewalk on West Side to be privately maintained.

Board Agenda Item
September 11, 2012

ADMINISTRATIVE – 3

Designation of Plans Examiner Status under the Expedited Land Development Review Program

ISSUE:
Board of Supervisors' action to designate individuals as Plans Examiners to participate in the Expedited Land Development Review Program.

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

- Designate the following individuals identified with their registration numbers, as Plans Examiners:

Christina M. Arllen	296
Eric Duvall	297

TIMING:
Routine.

BACKGROUND:
On August 7, 1989, the Board adopted Chapter 117 (Expedited Land Development Review) of The Code of the County of Fairfax, Virginia (the Code), establishing a Plans Examiner Program under the auspices of an Advisory Plans Examiner Board (APEB). The purpose of the Plans Examiner Program is to expedite the review of site and subdivision plans submitted by certain specially qualified applicants, i.e., Plans Examiners, to the Land Development Services, Department of Public Works and Environmental Services.

The Code requires that the Board designate an individual's status under the Expedited Land Development Review Program.

Plans Examiner Status: Candidates for status as Plans Examiners must meet the education and experience requirements contained in Chapter 117. After review of their applications and credentials, the APEB has found that the candidates listed above satisfy these requirements. This finding was documented in a letter dated July 9, 2012, from the Chairman of the APEB, James H. Scanlon, P.E., L.S., to Chairman Bulova.

FISCAL IMPACT:
None.

ENCLOSED DOCUMENTS:
Attachment I – Letter from the Chairman of the APEB to the Chairman of the Board of Supervisors.

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

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CELEBRATING OUR 25TH ANNIVERSARY

July 9, 2012

Hon. Sharon Bulova, Chairman
Fairfax County Board of Supervisors
12000 Government Center Parkway
Fairfax, VA 22035

Dear Chairman Bulova:

The following named individual, was approved by the Advisory Plans Examiner Board for recommendation as Designated Plans Examiners:

Name	Reg. No.
Christina M. Arllen	#296
Eric Duvall	#297

He has been found to meet the qualifications outlined in Chapter 117-1-2 of the Code of Fairfax County and is in accordance with the criteria adopted by the Fairfax County Board of Supervisors on February 11, 1991.

Sincerely,

James H. Scanlon, P.E., L.S.
Chairman
Fairfax County Advisory Plans Examiner Board

RECEIVED
JUL 17 2012
Land Development Services
Directors Office

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Board Agenda Item
September 11, 2012

ADMINISTRATIVE - 4

Approval of Traffic Calming Measures as Part of the Residential Traffic Administration Program (Hunter Mill District)

ISSUE:
Board endorsement of Traffic Calming measures as part of the Residential Traffic Administration Program (RTAP).

RECOMMENDATION:
The County Executive recommends that the Board endorse a traffic calming plan for Dunn Meadow Road (Attachment I) consisting of the following:

- Multi-Way Stop on Dunn Meadow Road at Yellow Pine Drive (Hunter Mill District)

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

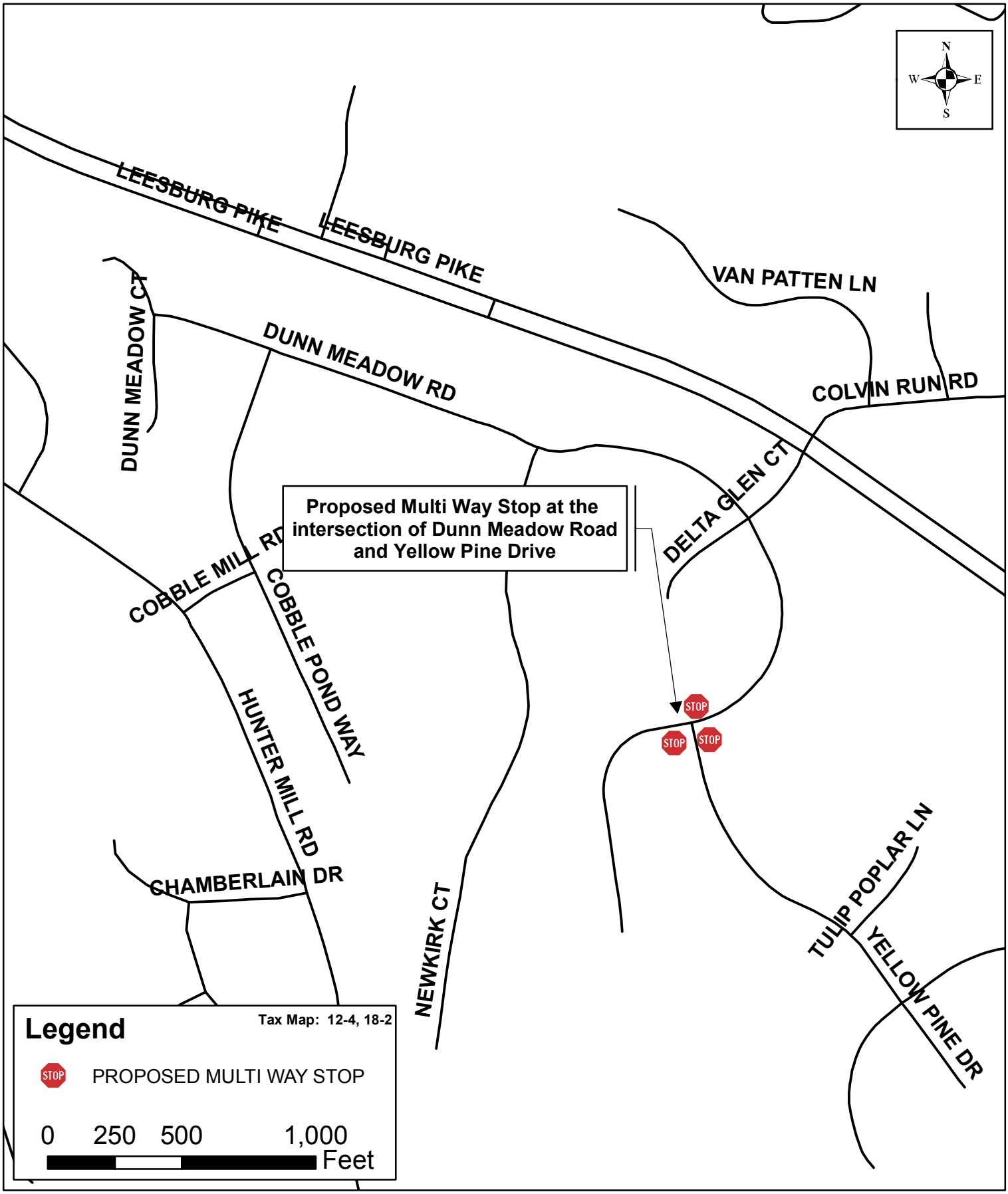
TIMING:
Board action is requested on September 11, 2012.

BACKGROUND:
As part of the RTAP, roads are reviewed for traffic calming when requested by a Board member on behalf of a homeowners or civic association. Traffic calming employs the use of physical devices such as Multi-Way Stop signs (MWS), speed humps, speed tables, raised pedestrian crosswalks, chokers, median islands, or traffic circles to reduce the speed of traffic on a residential street. Staff performed engineering studies documenting the attainment of qualifying criteria. Staff worked with the local Supervisor's office and community to determine the viability of the requested MWS to reduce the speed of traffic. Once the plan for the road under review is approved and adopted by staff that plan is then submitted for approval to residents of the ballot area in the adjacent community. On July 23, 2012 the Department of Transportation received written verification from the local Supervisor's office confirming community support for the Dunn Meadow Road traffic calming plan.

FISCAL IMPACT:
Funding in the amount of $2,700 for the identified traffic calming measures is available in Fund 001, general fund, under Job Number 40TTCP.

ENCLOSED DOCUMENTS:
Attachment I: Traffic Calming Plan for Dunn Meadow Road and Yellow Pine Drive.

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Karyn L. Moreland, Acting Chief, Capital Projects and Operations Division, FCDOT
Selby J. Thannikary, Chief, Traffic Operations Section, FCDOT
Steven K. Knudsen, Transportation Planner, Traffic Operations Section, FCDOT



Fairfax County Department of Transportation
Residential Traffic Administration Program (RTAP)
PROPOSED TRAFFIC CALMING PLAN
DUNN MEADOW ROAD
Hunter Mill District

A Fairfax County, Va., Publication

7/26/2012

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Board Agenda Item
September 11, 2012

ADMINISTRATIVE - 5

Authorization to Advertise a Public Hearing to Consider Adopting an Ordinance Expanding the Sunset Manor Residential Permit Parking District, District 18 (Mason 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 Sunset Manor Residential Permit Parking District (RPPD), District 18.

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

TIMING:
The Board should take action on September 11, 2012, to advertise a public hearing for October 16, 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.

A peak parking demand survey was conducted for Magnolia Lane from Dannys Lane to the western boundaries of 5620 and 5627 Magnolia Lane, North Rosser Street from Bouffant Boulevard to the northern boundaries of 3717 and 3718 North Rosser Street, and Paul Street from Scoville Street to Dannys Lane. This survey verified that more than 75 percent of the total number of on-street parking spaces of the petitioning blocks were occupied by parked vehicles, and more than 50 percent of those occupied spaces were occupied by nonresidents of the petitioning blocks. All other requirements to expand the RPPD have been met.

FISCAL IMPACT:
The cost of sign installation is estimated at $2,400 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 Expansion

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Karyn L. Moreland, Acting 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-18, Section (b), (2), Sunset Manor Residential Permit Parking District, in accordance with Article 5A, of Chapter 82:

Magnolia Lane (Route 1869)
~~From Paul Street (Route 1844) to Danny's Lane (Route 1846)~~
~~From Seminary Road to Paul Street~~
From Seminary Road to the western boundaries of 5620 and 5627 Magnolia Lane

North Rosser Street (Route 2781)
From Bouffant Boulevard to the northern boundaries of 3717 and 3718 North Rosser Street

Paul Street (Route 1844)
~~From Scoville Street to Bouffant Boulevard~~
From Bouffant Boulevard to Dannys Lane

Attachment II

Fairfax County Department of Transportation
Traffic Operations Section
RESIDENTIAL PERMIT PARKING DISTRICT (RPPD)
Sunset Manor # 18
Mason District

Tax Map 61-4

July 27, 2012

Board Agenda Item
September 11, 2012

ADMINISTRATIVE – 6

Extension of Review Period for 2232 Review Application (Providence District)

ISSUE:
Extension of the review period for a specific 2232 Review application 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 period for the following application: application 2232-P12-4 to February 24, 2013.

TIMING:
Board action is required on September 11, 2012, to extend the review period of the application noted above before expiration.

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 2232-P12-4 which was accepted for review by the DPZ on June 25, 2012. This application is for a non-telecommunication public facility, and thus is not subject to the State Code provision for extending the review period by no more than sixty additional days.

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

2232-P12-4	Fairfax County Park Authority Neighborhood Park

2733 Hartland Road, Falls Church
Providence District

The need for the full time of this extension 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
September 11, 2012

ACTION - 1

Approval for the Police Department to Donate a Surplus Motor Vehicle

ISSUE:
Board approval for the Police Department to donate a surplus motor vehicle to the Jefferson County (WV) Sheriff Reserve for use in their operations to support local law enforcement in Jefferson County, WV.

RECOMMENDATION:
The County Executive recommends that the Board approve the vehicle donation.

TIMING:
Board action is requested on July 31, 2012.

BACKGROUND:
The Jefferson County (WV) Sheriff Reserve has requested that the Police Department help them acquire surplus motor vehicles, through a donation, for use by their non-profit, volunteer organization. The motor vehicle will be used in their support operations to local law enforcement in Jefferson County, WV. The Jefferson County (WV) Sheriff Reserve provides similar support services to those provided by the Fairfax County Auxiliary Police.

In accordance with the Fairfax County Purchasing Resolution, donation of items with a fair market value in excess of $5,000 must be coordinated with the Board of Supervisors. Approval is requested in formalizing the donation of the following surplus motor vehicle, located at the Jermantown Maintenance Facility: County Vehicle # 6193, 2003 Chevrolet Tahoe, Gold, with 153,947 miles, VIN: 1GNEK13Z83R233759.

FISCAL IMPACT:
This surplus motor vehicle is estimated to be worth approximately $6,275. The vehicle was purchased by the Vehicle Replacement Fund and the Police Department has fulfilled its contribution obligations to the Fund during the life of the vehicle. The Department of Vehicle Services agrees to forego the auction value.

ENCLOSED DOCUMENTS:
Attachment 1: Jefferson County Deputy Sheriff Reserve letter dated July 18, 2011.

Board Agenda Item
September 11, 2012

STAFF:
Robert Stalzer, Deputy County Executive
Colonel David Rohrer, Police Chief
Cathy Muse, Director, Department of Purchasing and Supply Management
Charles Bond, Director, Logistics & Property Division, Police Department

Jefferson County Deputy Sheriff Reserve

Jefferson County Deputy Sheriff Reserve
102 Industrial Blvd, Suite 100
Kearneysville, WV 25430

July 18, 2011
Fairfax Police Department
Attention: Chief of Police—Colonel Dave M. Rohrer
Fairfax, VA 22030

Dear Chief Rohrer,

I'm writing to you on behalf of the Jefferson County Sheriff's Reserve Program. Cathy Muse Director of Purchasing and Supply Management had referred me to you in order to get an approval to request vehicles that are no longer of use to your department that are typically sent to auction. Cathy also requested that I send her a letter stating how many and what type of vehicles needed. These vehicles would benefit our program greatly as our program does not have readily available funds to acquire extra needed vehicles.

Currently we would need to acquire (3) three cruiser and (2) two SUV type vehicles to bring us into proper compliance and coverage for the needs of our patrolling area.

As you may be aware my program consists of citizens that donate their time for their community and hope with your organizations help we can ensure our volunteers have the needed resources to continue this endeavor.

Tax id# is available upon request.

Thanks for your time and consideration,
Jefferson County Sheriff Reserve
Fund Raise Committee

Sheldon Lowe — Cpl. B. Williams — Lt. John Landis

Sheldon R. Lowe
Deputy Sheriff Reserve
Cell: (571)245-5388

Corporal Ben Williams
Deputy Sheriff

LT. John Landis
Deputy Sheriff Reserve

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ACTION – 2

Presentation of the Delinquent Tax List for Tax Year 2011 (FY 2012)

ISSUE:
Presentation to the Board of the annual list of delinquent real estate, personal property, and business, professional, occupational license (BPOL) taxes; presentation of the annual list of small uncollectable accounts.

RECOMMENDATION:
The County Executive recommends that (1) staff continue to pursue the collection of delinquent taxes found in Attachment A; and, (2) the Board remove certain small uncollectable overdue accounts listed in Attachments B and C pursuant to Virginia Code § 58.1-3921.

TIMING:
Routine.

BACKGROUND:
In accordance with State Code, the Department of Tax Administration (DTA) has prepared a list of delinquent taxpayers for tax year 2011 (FY 2012) for Board consideration (Attachment A). The Board previously discontinued the practice of making this list available in public libraries because it had no effect on the collection of delinquent taxes. DTA and its agents will continue to pursue the collection of all taxes and other charges due.

The list being presented to the Board is a "snapshot" of outstanding delinquent taxes as of June 30, 2012. This includes delinquent taxpayers who may be on a payment plan with DTA, and delinquencies of taxpayers in bankruptcy.

Staff will continue collection efforts on all accounts that are within the statute of limitations, in accordance with Virginia Code §§ 58.1-3933 and 58.1-3940. Presented below is a summary of delinquent taxes still outstanding for Tax Year 2011, as of June 30, 2012:

Tax year 2011 (FY 2012)

	Number of Accounts	Local Tax Amount
Real Estate	3,081	$ 7,535,406
Personal Property – Vehicles	36,742	$ 4,394,278
Business Personal Property	1,992	$ 1,959,076
Public Service Corp. Properties	9	$ 90,256
BPOL	2,408	$ 1,882,329
Total	44,232	$ 15,861,345

For perspective, the total amount of all unpaid current year taxes, or $15.86 million, represents less than 1% of the levy for Tax Year 2011 (FY 2012). This is consistent with prior years. Of the $4,394,278 in delinquent vehicle taxes, $1,540,533 is from business owned and used vehicles, and $2,853,745 is from personal property taxes on personally owned and used vehicles.

With outstanding support from the Sheriff's Office, the Police Department and the Office of the County Attorney, DTA and its collection agents utilized a broad array of collection tools throughout FY 2012 to pursue delinquent accounts. Among other things, these tools include the use of computer-generated letters; telephone calls; statutory summons authority; payment plans; bank and wage liens; set-offs against income tax refunds; booting and towing of vehicles; and, the seizure of equipment.

In accordance with Virginia law, DTA also has an agreement with the Virginia Department of Motor Vehicles (DMV) whereby vehicle registrations are withheld from citizens who have delinquent personal property taxes. A total of 53,556 accounts with DMV holds were successfully collected in FY 2012.

During FY 2012, DTA again continued a program of broadcasting the names of certain delinquent taxpayers on cable TV's Channel 16. Each taxpayer was sent a letter *before* his or her name was aired in order to give each taxpayer another opportunity to avoid having their name included in the cable presentation. A total of 433 accounts aired on Channel 16 in FY 2012 were successfully collected.

FY 2012 also represents the third year of a major outsourcing of delinquent collections for DTA. As authorized by Virginia Code § 58.1-3958 and by prior Board action, private law firms and/or private collection agencies hired to represent the County in the collection of delinquent taxes and other County charges are compensated by a 20% fee added to the total delinquency. Outsourcing the bulk of collections continues to be a very productive and successful partnership.

DTA has a contract with a Fairfax County collection agency, Nationwide Credit Corporation (NCC), which collected $9.9 million in delinquent personal property taxes and $1.2 million in delinquent BPOL revenue in FY 2012. These results were

achieved through a robust collection program that included over 1 million telephone calls using automated outbound dialing technology. In addition, NCC sent more than 133,000 dunning letters, issued more than 11,500 bank and wage liens, and processed just over 1,200 boot and tow orders in concert with the Sheriff's Office.

In FY 2012, NCC together with their private collection attorney also instituted lawsuits to obtain judgments in the Fairfax County General District Court to enforce the payment of delinquent personal property taxes and delinquent BPOL as authorized by Virginia Code § 58.1-3919.1. DTA staff provides direct authorization and oversight of all NCC seizure activities. DTA also provides account research, reconciliation and adjudication in support of the collection effort.

As another means of revenue collection in FY 2012, the County Attorney's Office contracted with the private law firm of Taxing Authority and Consulting Services (TACS) based in Richmond, Virginia. TACS has substantial experience in Virginia collections, and collected approximately $6.9 million in delinquent real estate taxes for Fairfax County in FY 2012. Like other collection agents, TACS is compensated from the delinquent debtors by the 20% fee added to the amounts due the County.

Additionally, the County Attorney's Office has referred to TACS approximately $1.02 million in contempt of court fines and civil penalties for zoning violations. Most of these are older judgments, although an additional $56,270 was referred from 15 judgments in FY 2012. Of the total amount referred, TACS successfully collected $187,942 in FY 2012. Much of the collection was the result of bank and wage liens. TACS will continue to pursue the remaining accounts. Unfortunately, TACS has been unable to achieve any collections against $1.6 million in long-standing developer default accounts referred at the end of FY 2011. TACS reports that all 26 of the businesses that were referred for collection previously went out of business and no assets appear to exist that can be leveraged for payment. TACS will retain these accounts in case new information becomes available at a later date that might facilitate collection. In the absence of any asset information however, TACS reports that these accounts appear to be uncollectable.

TACS has also been authorized to begin judicial sale proceedings against 18 parcels (generally vacant land) with seriously delinquent real estate taxes totaling $533,030. Based on these efforts, one of these parcels has now been paid in full, and eight others are now being paid via payment plans. The remaining nine parcels are expected to be sold at public auction in early FY 2013 following a judicial decree.

Although most of the County Attorney collections were outsourced following the FY 2010 Lines of Business (LOB's), the County Attorney's Office still directly handles bankruptcy collection cases. A total of 381 new bankruptcy collection cases were opened in FY 2012, and $2.07 million was collected from all bankruptcy matters. Additionally, the County Attorney's Office collected approximately $106,962 in non-bankruptcy delinquent accounts.

Thanks to all of these combined efforts, the County collected more than $27.5 million in net delinquent taxes in FY 2012 for all prior tax years. In partnership with its third party collection agents, staff will continue collection efforts in FY 2013 on all delinquent taxes and other charges authorized by law.

Strong collection efforts are also reflected in the current year tax collection rates:

	FY 2012
Real Estate	99.67 %
Personal Property (local share)	98.02 %
BPOL	98.50 %

It should also be noted that FY 2012 represents the second year of imposing the local vehicle registration fee without a physical decal, pursuant Section 4-17.2 of the Fairfax County Code. A total of $25.4 million in current year and $929,953 in delinquent year registration fees were collected during the fiscal year. The lack of a physical decal appears to have had no material impact on the success of collections.

In addition to delinquent taxes, most parking ticket collections were also outsourced starting in FY 2010. Citation Management, a division of Duncan Solutions, handles front end ticket processing and current collections for DTA. FY 2012 ticket collections totaled approximately $3.3 million. Part of this revenue came from placing DMV holds against vehicle registrations. More than 9,900 DMV holds for delinquent tickets were successfully collected in FY 2012.

Once tickets are more than 180 days past due, the delinquency is then placed with NCC for collection. In FY 2012, NCC collected $640,965 in delinquent tickets based on more than 148,000 telephone calls using automated outbound dialing technology. In addition, NCC sent more than 14,800 dunning letters and issued more than 2,200 bank and wage liens for parking tickets.

A significant amount of the uncollected revenue is from single-issue tickets and from violators outside of Fairfax County (see Attachment D). DTA also facilitates the collection of Grass Mowing Fees. A copy of the last quarterly report is provided in Attachment E.

On July 31, 2012, the Board adopted new ordinance sections that established a uniform bad check fee of $50, and established late payment penalties and interest for delinquent non-tax receivables. As part of its collection oversight role, DTA has started meeting with various agencies to ensure implementation where appropriate. DTA will include a status on these efforts in future reports to the Board on collections.

Finally, Virginia Code §§ 58.1-3921 and 58.1-3924 state that upon submission to the Board of a list of small tax amounts for which no bills were sent (Attachment B) and a

list of small uncollected balances of previously billed taxes (Attachment C), credit shall be given for these uncollected taxes:

	Accounts	Dollars
Real Estate	8,154	$ 1,492
Personal Property	21,527	$ 46,139
TOTAL	29,681	$ 47,631

The Virginia Code provides that such small tax accounts be “less than twenty dollars each.” The lists presented in Attachments B and C average $1.60 per account.

FISCAL IMPACT:
None. Collection agents collect their fee directly from the delinquent taxpayers, not to exceed 20% of the amount collected plus administrative costs as specified by law.

ENCLOSED DOCUMENTS:
Attachment A - Delinquent Taxpayers for Tax Year 2011 (FY 2012)
Attachment B - Tax Year 2011 accounts valued less than $5 that were not billed
Attachment C - Tax Year 2011 "balance due" accounts of less than five dollars
(Attachments A-C listed above are computer printouts which will be made available in the Board Conference Room on September 11, 2012, from 9:00 A.M. - 4:30 P.M.)
Attachment D - Statistical Profile of Unpaid Tickets
Attachment E - Status of Grass Mowing Collections

STAFF:
Susan W. Datta, Chief Financial Officer and Director, Department of Management and Budget
Kevin C. Greenlief, Director, Department of Tax Administration
E. Scott Sizemore, Director, Revenue Collection Division, DTA
Juan B. Rengel, Collections Manager, Revenue Collection Division, DTA
Nancy F. Loftus, Assistant County Attorney

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ATTACHMENT D

Unpaid Ticket Category, FY 2012	Tickets	Amount
In Fairfax	12,790	1,150,769
In VA/Outside FFX	2,757	252,756
Outside VA	6,107	565,924
Subtotal:	**21,654**	**1,969,449**
Average Amount Due Per Ticket:		**$91**

Unpaid Ticket Aging Report - FY 2012	Tickets	Amount
< 60 days	3,150	$244,804
61-90 days	917	$79,551
91-120 days	770	$63,455
120-150 days	800	$68,102
150-180 days	778	$64,011
Over 180 days	15,239	$1,449,526
	21,654	**$1,969,449**

[Excludes tickets still pending DMV match]

(As of 6/30/2011)

County of Fairfax, Virginia

MEMORANDUM

Date: July 17, 2012

To: Jeff Blackford, Director
Department of Code Compliance

From: E. Scott Sizemore, Assistant Director
Revenue Collection Division
Department of Tax Administration

Subject: Grass Mowing Collections – Quarterly Status Report

The following is the status of our Grass Mowing Collections in support of DPW&ES. Since program inception in April, 2008:

- DTA has received a total of 656 invoices from DPW&ES, totaling $178,067
- DTA has collected on 563 invoices totaling $154,637
- DTA is still pursuing collection on 93 invoices totaling $23,430
- Collection rate for mowing charges referred to DTA is currently 87%

Delinquent mowing fees are included in our monthly real estate delinquent billing process. DTA will also attempt to collect on these fees using a combination of telephone calls, collection letters, bank liens, wage liens and boot/tows before referring unpaid fees to our collection attorney for further collection action.

DTA will include this information in its annual collection report to the Board in September. Our next report will be to you in October 2012. Please contact Vivian Edmonds of my staff, at 703-324-2703, if you have any questions in this regard.

VSE/ess

DEPARTMENT OF TAX ADMINISTRATION (DTA)
REVENUE COLLECTION DIVISION
12000 Government Center Parkway, Suite 223
Fairfax, VA 22035
Phone: 703-324-2550
TTY 703-222-7594; Fax: 703-324-3935
www.fairfaxcounty.gov/dta

cc: Susan W. Datta, Chief Financial Officer
Robert A. Stalzer, Deputy County Executive
Kevin C. Greenlief, Director, DTA
Juan Rengel, Collections Manager, DTA
Kimberly Sebunia, Delinquent Collection Manager, DTA
Vivian Edmonds, Collection Supervisor, DTA
James W. Patteson, Director, DPW&ES
Steve Aitcheson, Director, Maintenance & Stormwater Management Div., DPW&ES
Randy Bartlett, Director, Stormwater Management Program, DPW&ES
Karen McClellan, Operations Manager, Code Compliance, DCC
Steve Mason, Supervisor, Code Compliance, DCC
Cathy Wenk, Management Analyst II, DPW&ES
Janet L. Grubb-Webber, Engineer III, DPW&ES
Marcia Wilds, Revenue & Economic Analysis Coordinator, DMB
Nancy Loftus, Assistant County Attorney, OCA

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ACTION - 3

Renewal of a Memorandum of Understanding Between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration Task Force

ISSUE:
Board approval of the renewal of a Memorandum of Understanding between the Fairfax County Police Department and the United States Department of Justice Drug Enforcement Administration (DEA) Task Force authorizing the assignment of two detectives to the DEA Task Force. Both detectives will be physically detailed to and working out of the Northern Virginia area office.

RECOMMENDATION:
The County Executive recommends that the Board authorize the Chief of Police to sign the Memorandum of Understanding between the Police Department and the DEA Task Force (Washington Division Group 21 and Hagerstown Resident Office).

TIMING:
Board action is requested on September 11, 2012.

BACKGROUND:
In supporting the regional effort toward intervention and suppression of trafficking in narcotics and dangerous drugs, the Fairfax County Police Department recognizes the need to continue to be a lead agency within the Drug Enforcement Administration Task Force. Participating in a partnership with the Task Force will allow the Department to meet some fixed expenses such as rental vehicles, radios, and some overtime.

Under this agreement renewal, DEA Task Force and the Fairfax County Police will work to facilitate sharing information in an effort to suppress and disrupt drug trafficking, gather and report intelligence data relative to narcotics activities, and conduct undercover operations that are associated with the culture of illegal narcotics and drug trafficking.

The assigned Fairfax County detectives will be a member of the DEA Task Force engaged in specific, directed investigations and intelligence gathering designed to support the prosecution and disruption of narcotics crime in the Northern Virginia area. While assigned for accounting purposes to the Division Group 21

and the Hagerstown Resident offices, both Fairfax County detectives will physically remain in their currently assigned task force group located in the Northern Virginia area.

FISCAL IMPACT:
None

ENCLOSED:
Attachment 1: State and Local Task Force Agreement between Fairfax County Police Department and the Drug Enforcement Administration without attachments

STAFF:
Robert A. Stalzer, Deputy County Executive
Colonel David M. Rohrer, Chief of Police
Karen L. Gibbons, Senior Assistant County Attorney

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
Fairfax County Police Department

This agreement is made this 30th day of September, 2012, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Fairfax County Police Department (hereinafter "FCPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Washington, DC area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Washington, DC, the parties hereto agree to the following:

1. The Washington Division Group 21 and the Hagerstown Resident Office Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Washington, DC area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the District of Columbia.

2. To accomplish the objectives of the Washington Division Group 21 and the Hagerstown Resident Office Task Force, the FCPD agrees to detail two (2) experienced officers to the Task Force for a period of not less than two years. During this period of assignment, the officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The FCPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The FCPD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Washington Division Group 21 and the Hagerstown Resident Office Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the two officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Washington Division Group 21 and the Hagerstown Resident Office Task Force, the FCPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the for overtime payments made by it to the two officers assigned to the Washington Division Group 21 and the Hagerstown Resident Office Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (currently $17,202.25), per officer. ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."***

7. In no event will the FCPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The FCPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The FCPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The FCPD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The FCPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The FCPD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The FCPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the FCPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the FCPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2013. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by FCPD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date:_____

Ava A. Cooper-Davis
Special Agent in Charge
Washington Division

For the Fairfax County Police Department:

_____ Date: _____

Colonel David M. Rohrer
Chief
Fairfax County Police Department

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Board Agenda Item
September 11, 2012

ACTION – 4

Approval of a Resolution Requesting the Fairfax County Economic Development Authority to Issue Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2012 Bonds to the Metropolitan Washington Airports Authority (MWAA) for Dulles Metrorail Silver Line Phase I

ISSUE:
Board approval of a resolution (Attachment I) to request and approve the issuance of Fairfax County Economic Development Authority Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2012 bond documents.

RECOMMENDATION:
The County Executive recommends approval of a resolution which:

1. Requests the Fairfax County Economic Development Authority (EDA) to issue Transportation District Improvement Revenue Bonds (Silver Line Phase I Project), Series 2012
2. Approves a form of a Second Supplemental Trust Agreement between the EDA and a trustee, a preliminary official statement and a final official statement;
3. Approves the form of a Bond Purchase Agreement and authorizes the approval of the County to such agreement;
4. Makes a continuing disclosure undertaking; and
5. Authorizes the execution and delivery of such offer documents and agreements relating to such transactions as may be necessary or required.

TIMING:
Board action is requested on September 11, 2012.

BACKGROUND:
In accordance with the County's funding agreement with MWAA, the County, through the Dulles Rail Phase I Transportation Improvement Tax District is committed to pay $400 million of capital construction costs for Phase I of the Dulles Metrorail Project.

In May 2011, the County through the EDA issued the first series of Phase I EDA Transportation District Improvement Bonds to provide $220 million for the construction of the Phase I project. A second bond issue is planned for providing approximately $54 million for the Phase I project. These two bond issues together with an estimated $126

million from tax collections ($94 million in prior collections and $32 million in future collections) will fully fund the County's obligation of providing $400 million district contribution for Phase I of the project. This bond sale will be the final new money issue secured by revenues from the Phase I Transportation Improvement Tax District.

Table 1

	Amount ($millions)
Paid from Prior Tax Collections in FY2009	$25.0
Paid from Prior Tax Collections in FY2010	$22.0
Paid from Prior Tax Collections in FY2011	$47.0
Subtotal	$94.0
Paid from 2011 Bonds	$220.0
Total Paid to Date	$314.0
2012 Bonds	$54.0
Future Tax Collections	$32.0
Total Tax District Contributions	**$400.00**

The District's Series 2012 bonds are recommended to be sold on a negotiated basis, which is consistent with the approach taken for the initial bond sale for the district in 2011. A negotiated sale permits more in-depth and targeted marketing of investors prior to the sale of the bonds. Investor scrutiny of relatively new credits such as these bonds is heightened in the wake of the financial crisis. The negotiated sale process will allow investors more time to ask questions of the underwriter prior to sale as they perform their credit due diligence.

In July 2010, following an RFP process, the County established a pool of underwriters that are pre-qualified to underwrite the County's bond sales. Staff sent each of the pre-qualified underwriters a brief request to formally compete to serve as the senior managing underwriter and/or the co-managing underwriter on this bond sale. In accordance with the delegation of authority provided for this resolution, staff will evaluate and select pre-qualified firms with the assistance of the County's Financial Advisor and execute the Bond Purchase Agreement (Attachment 5).

FISCAL IMPACT:
The plan of finance for this bond sale provides for a Project Fund of $54 million, and also fully funds the Debt Service Reserve Fund and the Revenue Stabilization Fund with cash from district tax revenues collected to date. The bonds will be amortized over twenty five years at a fixed rate with level annual debt service payments of approximately $3 million.

Board Agenda Item
September 11, 2012

ENCLOSED DOCUMENTS:
Attachment 1: 2012 Economic Development Authority Revenue Bond Resolution
Attachment 2: Bond Sale Schedule
Attachment 3: Second Supplemental Trust Agreement
Attachment 4: Preliminary Official Statement (available in the Clerk's office)
Attachment 5: Bond Purchase Agreement
Attachment 6: Continuing Disclosure Agreement

STAFF:
Susan W. Datta, Chief Financial Officer and Director, Department of Management and Budget
Thomas Biesiadny, Director, Department of Transportation
Leonard Wales, County Financing Advisor, Department of Management and Budget
Joseph LaHait, Debt Coordinator, Department of Management and Budget

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RESOLUTION REQUESTING THAT THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY ISSUE ITS TRANSPORTATION DISTRICT IMPROVEMENT REVENUE BONDS (SILVER LINE PHASE I PROJECT) SERIES 2012, APPROVING A FORM OF A SECOND SUPPLEMENTAL TRUST AGREEMENT BETWEEN THE AUTHORITY AND A TRUSTEE, A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT; APPROVING THE FORM OF A BOND PURCHASE AGREEMENT AND AUTHORIZING THE APPROVAL OF THE COUNTY TO SUCH AGREEMENT; MAKING A CONTINUING DISCLOSURE UNDERTAKING AND; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AS MAY BE NECESSARY OR REQUIRED

WHEREAS, the Board of Supervisors (the "Board") of Fairfax County (the "County") approved and established on February 23, 2004, following a public hearing and petition filed with the Board (the "Petition"), the Phase I Dulles Rail Transportation Improvement District (the "District") for the purpose of providing transportation improvements to the Washington Metropolitan Area Transit Authority's ("WMATA") transportation system, known as Metrorail, in the District; and

WHEREAS, the County has made a $400,000,000 financial commitment (the "Commitment") for a portion of the cost of an extension of WMATA's Metrorail of approximately 11 miles, from the Orange Line between East and West Falls Church stations to Wiehle Avenue in Reston, including four stations in Tysons Corner (the "Phase I Project") pursuant to the terms of the Agreement to Fund the Capital Cost of Construction of Metrorail in the Dulles Corridor entered into as of July 19, 2007 (the "Funding Agreement"), by and among the County, Loudoun County, Virginia, and the Metropolitan Washington Airports Authority; and

WHEREAS, the County intends to fulfill its Commitment under the Funding Agreement from special tax revenues (the "Special Tax Revenues") that result from a levy of a special improvement tax in the District (the "Special Improvements Tax") and proceeds of Fairfax County Economic Development Authority ("EDA") Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) (the "Bonds") secured by the Special Tax Revenues; and

WHEREAS, on June 22, 2009 the Board passed a resolution (the "2009 Resolution") which approved a form of a Project Agreement -- Phase I Dulles Rail by and among the Board, the District and EDA (the "Project Agreement"), which sets forth, among other things, the agreement and respective responsibilities of the County, EDA and the District regarding the method of financing a portion of the cost of the Phase I Project, including (a) the request by the District to the County to levy the Special Improvements Tax and collect the Special Tax Revenues in an amount sufficient for the District or the County, as the agent of the District, to make debt service payments on the Bonds, (b) the request by the District and the County to EDA to issue the Bonds for the purpose of providing financing for a portion of the cost of the Phase I Project, (c) EDA's agreement to make available the proceeds of Bonds for financing a portion of the cost of the Phase I Project and (d) the District's undertaking to request the Board to make

payments from the Special Tax Revenues collected, in an amount sufficient to pay debt service on EDA's Bonds, directly to the Trustee (as defined below) for the Bonds; and

WHEREAS, pursuant to the 2009 Resolution, the Board approved the form of a Trust Agreement (the "Trust Agreement") dated as of May 1, 2011 by and between EDA and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), which provides for, among other things, initial Bonds to be issued from time to time, in one or more series, as senior lien or subordinate lien bonds, bearing interest at fixed or variable interest rates, in an aggregate amount that, together with other District funds, will finance the Phase I Project capital costs, as set forth in the Petition, in an amount not to exceed the sum of $400,000,000 plus the amount of any debt service reserves (including a revenue stabilization fund); and

WHEREAS, pursuant to the 2009 Resolution the Board authorized the initiation of the judicial determination of the validity of the Bonds; and

WHEREAS, on August 28, 2009, the Fairfax County Circuit Court validated the Bonds, the Trust Agreement and the Project Agreement and held the imposition and levy of the Special Improvements Tax were authorized by applicable Commonwealth of Virginia law (the "Final Order"); and

WHEREAS, the Supreme Court of Virginia on November 4, 2010, upheld the Final Order and on January 21, 2011, denied a petition for rehearing; and

WHEREAS, on May 26, 2011 the EDA issued its $205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 to provide a portion of the County's required financing for the Phase I Project;

WHEREAS, the County is requesting EDA to consider a resolution authorizing the issuance of the Series 2012 Bonds (defined below) to provide additional financing for the Phase I Project; and

WHEREAS, the Board has determined to approve the form of a second supplemental trust agreement (the "Supplemental Agreement") between EDA and the Trustee, that will set forth details of bonds, to be designated "Fairfax County Economic Development Authority Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012" (the "Series 2012 Bonds"); and

WHEREAS, there has been presented to the Board a proposed form of a bond purchase agreement (including a letter of representation of the County), between EDA and the underwriters for the Series 2012 Bonds to be chosen pursuant to County guidelines and regulations (the "Underwriters") and approved by the County, which provides for the sale of the Series 2012 Bonds to the Underwriters (the "Bond Purchase Agreement"); and

WHEREAS, there has been presented to the Board a proposed Preliminary Official Statement describing the Series 2012 Bonds, EDA, the County, the District and the Phase I Project (the "Preliminary Official Statement"); and

WHEREAS, the County will undertake primary responsibility on behalf of itself EDA and the District for any annual and other reports, notices or disclosures that may be required under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities

Exchange Act of 1934, as amended, and make a continuing disclosure undertaking in the form of the continuing disclosure agreement presented to the Board (the "Continuing Disclosure Agreement"); and

WHEREAS, the Board has duly reviewed and considered the forms of the Supplemental Agreement, the Bond Purchase Agreement, the Preliminary Official Statement and the Continuing Disclosure Agreement and has determined that each is in acceptable form; and

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve the sale of the Series 2012 Bonds and the details of these transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board as follows:

SECTION 1. EDA is hereby requested to authorize and issue the Series 2012 Bonds in an aggregate principal amount that will provide construction funds in an amount that will not exceed the sum of $54,000,000 for the purpose of financing the Phase I Project, as provided in the Trust Agreement and Supplemental Agreement on a date no later than December 31, 2012; such Series 2012 Bonds are requested to be sold to the Underwriters pursuant to the terms of the Bond Purchase Agreement.

SECTION 2. The form of the Supplemental Trust Agreement presented to this meeting, providing details for the custody, investment and disbursement of the proceeds of the Series 2012 Bonds, is hereby approved in such form and containing substantially the terms and provisions therein set forth with such additions and modifications as shall be approved by a Delegate.

SECTION 3. The form of Bond Purchase Agreement presented to this meeting providing for the purchase of the Series 2012 Bonds, is hereby approved and a Delegate, as appropriate, be, and the same is hereby authorized, directed and empowered to execute an approval to such Bond Purchase Agreement and the related letter of representation with such additions and modifications as shall be approved by a Delegate, such execution thereof being conclusive evidence of such approval.

SECTION 4. The form of the Preliminary Official Statement is hereby approved and deemed "final" for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such additions and modifications as shall be approved by a Delegate. The distribution and use by the Underwriters of the Series 2012 Bonds of a final Official Statement relating to the Series 2012 Bonds (the "Official Statement") is hereby approved. The Official Statement shall be completed with the pricing and other information in substantially the form of the Preliminary Official Statement approved this day with such minor changes, insertions and omissions as may be approved by a Delegate.

SECTION 5. The form of the Continuing Disclosure Agreement presented to this meeting is hereby approved, and a Delegate, as appropriate, is hereby authorized, directed and empowered to execute and deliver, under seal, in the name and on behalf of the County, the Continuing Disclosure Agreement in such form and containing substantially the terms and provisions therein contained, with such additions and modifications as shall be approved by the

person executing the Continuing Disclosure Agreement, such execution thereof being conclusive evidence of such approval.

SECTION 6. The execution and delivery by a Delegate of the Continuing Disclosure Agreement and the Bond Purchase Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of their approval of the changes, if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, certificates and closing papers on behalf of the Board.

SECTION 7. The members, officers, legal counsel, agents and employees of the Board, the County and the Commission, and the officers and agents of EDA, the District and the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2012 Bonds, the Trust Agreement, the Supplemental Agreement, the Project Agreement and the Bond Purchase Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bonds, the Trust Agreement, the Supplemental Agreement, the Project Agreement, the Bond Purchase Agreement and the Official Statement, and, also, to do all acts and things required of them by the provisions of this Resolution.

SECTION 8. Each Delegate is authorized to execute one or more certificates, evidencing the determinations made or other actions carried out pursuant to the authority granted in this Resolution, and any such certificates, documents or agreements shall be conclusive evidence of the actions or determinations as stated therein.

SECTION 9. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

SECTION 10. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Trust Agreement.

SECTION 11. This Resolution shall take effect immediately upon its adoption.

Critical Path Events
Fairfax County Economic Development Authority
Transportation Revenue Bonds (Dulles Metrorail Project), Series 2012

July 2012						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2012						
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September 2012						
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30						

October 2012						
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21	22	23	24	25	26	27
28	29	30	31			

Week of	Activity & Event	Responsible Party
July 9th	Working Group Kick-off Call	--
July 16th	First draft of POS, NOS, Supplemental Trust Agreement, County & EDA Board Resolutions ("Bond Documents") distributed	SA
July 23rd	Comments due on first draft of Bond Documents	All
July 30th	Second draft of Bond Documents distributed	SA
August 6th	Draft Rating Agency Presentation distributed Rating Agency Prep Meeting	PFM FX, PFM
August 13th	Underwriter RFP Distributed Third draft of Bond Documents distributed	PFM SA
August 20th	*Monday, August 20th* – Board Title Due *Wednesday, August 22nd* – Board Item Due	FX FX
August 27th	Draft Bond Documents sent to the Board Finalize Rating Agency Presentation Information sent to Rating Agencies Underwriter RFP Received	FX, SA FX, PFM PFM FX, PFM
Sept 3rd	*Monday, Sept 3rd* – Labor Day Holiday *Wednesday, Sept 5th @ 10:30 am* – Call with Fitch *Wednesday, Sept 5th @ 1:00 pm* – Call with Moody's *Wednesday, Sept 5th @ 3:00 pm* – Call with S&P Underwriter Selected	-- FX, PFM FX, PFM FX, PFM FX, PFM
Sept 10th	*Tuesday, Sept 11th* – County Board Meeting to consider Bond Documents First draft of Bond Purchase Agreement ("BPA") distributed Final draft of POS distributed Discuss Underwriter Marketing Plan	FX SA SA FX, PFM, UW
Sept 17th	Finalize Underwriter Marketing Plan Due Diligence Call (if needed) Comments due on BPA *Tuesday, Sept 18th* – EDA Board Meeting *NLT Tuesday, Sept 18th* – Receive Bond Ratings *Wednesday, Sept 19th* – POS posted	UW All All FX -- SA
Sept 24th	***Tuesday, Sept 25th* – Retail Order Period** ***Wednesday, Sept 26th* – Pricing & Signing of BPA**	FX, PFM, UW FX, PFM, UW

Critical Path Events
Fairfax County Economic Development Authority
Transportation Revenue Bonds (Dulles Metrorail Project), Series 2012

July 2012						
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August 2012						
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September 2012						
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October 2012						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Week of	Activity & Event	Responsible Party
October 1st	Finalize and mail Official Statement and closing documents Finalize Closing Documents	SA SA
October 8th	*Monday, October 8th – Columbus Day Holiday* *Wednesday, October 10th* – Closing	-- All

Legend:
FX = Fairfax County
SA = Sidley Austin, Bond Counsel
PFM = Public Financial Management, Financial Advisor
UW = Underwriter, TBD
UWC = Underwriters' Counsel, TBD

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

Trustee

SECOND SUPPLEMENTAL TRUST AGREEMENT

Dated as of [October 1, 2012]

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SECOND SUPPLEMENTAL TRUST AGREEMENT

This **SECOND SUPPLEMENTAL TRUST AGREEMENT**, dated as of [October 1, 2012], by and between **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Authority"), and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, and having a corporate trust office in Richmond, Virginia, which is authorized under such laws to exercise corporate trust powers and is subject to examination by state authority, trustee under the Trust Agreement hereinafter mentioned (the "Trustee"):

W I T N E S S E T H:

WHEREAS, the Authority has executed and delivered a Trust Agreement, dated as of May 1, 2011 (the "Trust Agreement"), by and between the Authority and the Trustee, for the purpose of fixing and declaring the conditions upon which bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and in order to secure the payment of all bonds at any time issued and outstanding thereunder, and the interest thereon, according to their tenor, purport and effect; and

WHEREAS, in accordance with the provisions of Section 208 of Trust Agreement, the Authority by resolution, adopted on June 24, 2009 (the "2009 authorizing resolution"), authorized the issuance in one or more series of Transportation District Improvement Revenue Bonds, as senior lien or subordinate lien bonds, bearing interest at fixed or variable interest rates, to finance the costs of the extension of the existing Washington Metropolitan Area Transportation Authority's Metrorail transportation system by approximately 11 miles, from the Metrorail Orange Line between East and West Falls Church stations to Wiehle Avenue in Reston, including four stations in Tyson's Corner (the "Phase I Project"), in an amount to provide proceeds that, together with other Phase I Dulles Rail Transportation District (the "District") will not to exceed the sum of $400,000,000 plus the amount of any debt service reserves (including a revenue stabilization fund); and

WHEREAS, on May 26, 2011 the Authority issued $205,705,000 Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2011 to finance a portion of the costs of the Phase I Project; and

WHEREAS, in accordance with the provisions of Section 208 of the Trust Agreement, the Authority has by resolution, adopted on September 18, 2012 (the "2012 authorizing resolution") determined to authorize the issuance of the Authority's Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 (the "Series 2012 Bonds") in aggregate principal amount that will provide an amount not to exceed $54,000,000 to pay an additional portion of the costs of the Phase I Project; and

WHEREAS, Section 1101(e) of the Trust Agreement provides that the Authority may enter into a supplement to the Trust Agreement, in form satisfactory to the Trustee, as shall not be inconsistent with the terms and provisions of the Trust Agreement, to provide for the issuance and to fix the details of bonds to be issued under Section 208 of the Trust Agreement; and

WHEREAS, the execution and delivery of this Second Supplemental Trust Agreement have been duly authorized by the 2012 authorizing resolution, and the Authority has requested the Trustee to join with it in the execution of this Second Supplemental Trust Agreement; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia and by the resolutions of the Authority to happen, exist and be performed precedent to and in the execution of this Second Supplemental Trust Agreement have happened, exist and have been performed as so required; and

WHEREAS, the Trustee has accepted the trusts created by this Second Supplemental Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS SECOND SUPPLEMENTAL TRUST AGREEMENT WITNESSETH, that in consideration of the premises and of the acceptance by the Trustee of the trusts created hereby and by the Trust Agreement, and also for and in consideration of the sum of One Dollar to the Authority in hand paid by the Trustee at or before the execution and delivery of this Second Supplemental Trust Agreement, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed and covenanted by and between the parties hereto, as follows:

Section 1. Terms of the Series 2012 Bonds. The Series 2012 Bonds shall be designated "Fairfax County Economic Development Authority Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012". The Series 2012 Bonds shall be issued in registered form without coupons, registered in the name of CEDE & Co., as nominee of The Depository Trust Company, and numbered R-1 and upward. The definitive Series 2012 Bonds issued under the provisions of the Trust Agreement as supplemented by this Second Supplemental Agreement shall be in substantially the form set forth in the Trust Agreement. The Series 2012 Bonds shall be issued in the aggregate principal amount of $_____, shall be dated the date of their delivery and shall be issued in denominations of $5,000 or any multiple thereof. [All of the Series 2012 Bonds shall be Current Interest Bonds. $_____ of the Series 2012 Bonds shall be Serial Bonds maturing in the years, in the principal amounts and bearing interest at the rates per annum (based upon a 360-day year of twelve 30 day months), as follows:

Maturity (____ 1)	**Principal Amount**	**Interest Rate**
[2013	$	%
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035]		

$_____ of the Series 2012 Bonds shall be Term Bonds maturing on ____ 1, 20__ bearing interest at the rate of ____% per annum. Interest on the Series 2012 Bonds shall be payable semiannually on the 1st day of _____ 1 and _____ 1 in each year to maturity, commencing _____, 2012. The record date for the Series 2012 Bonds shall be the 15th day (whether or not a business day) of the calendar month next preceding the applicable Interest Payment Date.]

The Sinking Fund Requirements, defined and referred to in Sections 101 and 301 of the Trust Agreement, for the Term Bonds maturing _____, 20__, shall be the following amounts on _____ of the following years:

Year	Principal Amount
20__	$
20__	
20__	
20__	
20__*	

* Final maturity

At its option, to be exercised not less than forty-five (45) days prior to each such applicable Interest Payment Date on which Series 2012 Bonds are subject to call for redemption under the provisions of the Trust Agreement except from monies other than monies set aside or deposited for the redemption of the Series 2012 Bonds, the Authority may (a) deposit money with the Trustee to be used to purchase Series 2012 Bonds, or direct the Trustee in writing to cause money in the Debt Service Subfund (only to the extent said money is in excess of the amount required for payment of the Series 2012 Bonds theretofore matured or called for redemption and the total amount of interest and principal scheduled to become due on the next succeeding Interest Payment Date or Principal Payment Date) to be used for such purchases, at a price not exceeding the principal amount thereof plus accrued interest to such applicable Interest Payment Date, or (b) receive a credit against the Sinking Fund Requirements for Series 2012 Bonds which prior to such date have been purchased by the Authority and presented to the Trustee for cancellation or redeemed (otherwise than in satisfaction of prior Sinking Fund Requirements) and canceled by the Trustee and, in either case, not theretofore applied as a credit against any Sinking Fund Requirement. Each such Series 2012 Term Bond so purchased, delivered or previously redeemed will be credited by the Trustee at 100% of the principal amount thereof against the current Sinking Fund Requirement with respect to Series 2012 Bonds due on the same date as the Term Bond so purchased, delivered or previously redeemed and canceled. Any excess over such current Sinking Fund Requirement will be credited against the future Sinking Fund Requirements of Term Bonds with the same maturity date in such manner as the Authority shall determine, and the principal amount of such Series 2012 Bonds with such maturity date to be redeemed by mandatory sinking fund redemption will be reduced accordingly.

Section 2. Redemption Provisions of the Series 2012 Bonds.

Mandatory Redemption. The Series 2012 Term Bonds stated to mature on _____, 20__ shall be called for redemption, in the manner and under the terms and conditions provided in the Trust Agreement and in this Section 2 hereof, in part, on each ____ 1 in the principal amounts equal to the respective Sinking Fund Requirements for said Term Bonds set forth in Section 1 (less the principal amount of any such Term Bonds retired by purchase and otherwise subject to adjustment as provided in the Trust Agreement) from moneys in the Debt Service Subfund at a Redemption Price equal to par plus accrued interest thereon to the date fixed for redemption.

Optional Redemption. The Series 2012 Bonds maturing on or before _____, 20__, are not subject to redemption prior to their stated date of maturity. The Series 2012 Bonds maturing after _____, 20__, are subject to redemption at the option of the Authority, as directed by Fairfax County, Virginia and the District, in whole or in part, at any time on or after _____, 20__, at a Redemption Price equal to 100% of the principal amount of the Series 2012 Bonds to be redeemed plus interest accrued thereon to the Redemption Date.

Notice of Redemption. At least 30 but not more than 90 days before the Redemption Date of any Series 2012 Bonds, whether in whole or in part, the Trustee upon the written request of EDA will cause notice of any such redemption to be mailed by certified mail, return receipt requested, to all holders of Series 2012 Bonds to be redeemed in whole or in part. Any defect in such notice or the failure to mail such notice, shall not affect the validity of the proceedings for the redemption of any other Series 2012 Bonds. While the Series 2012 Bonds are held in the name of DTC or its nominee, such redemption notices will be sent to Cede & Co., not to the beneficial owners of the Series 2012 Bonds.

Any notice of optional redemption of the Series 2012 Bonds may state that it is conditioned upon there being available on the redemption date an amount of money sufficient to pay the Redemption Price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds on deposit by the Authority, the corresponding notice of redemption shall be deemed to be revoked.

If the Authority gives an unconditional notice of redemption, then on the redemption date the Series 2012 Bonds called for redemption will become due and payable. If the Authority gives a conditional notice of redemption and if on the redemption date money to pay the Redemption Price of the affected Series 2012 Bonds shall have been set aside in escrow with the Trustee or a depositary (either, a "depositary") for the purpose of paying such Series 2012 Bonds, then on the redemption date the Series 2012 Bonds will become due and payable. In either case, if on the redemption date Authority holds money to pay the Series 2012 Bonds called for redemption, thereafter, no interest will accrue on those Series 2012 Bonds, and a bondholder's only right will be to receive payment of the redemption price upon surrender of those Series 2012 Bonds.

Section 3. Authentication of Series 2012 Bonds. Upon their execution in the form and manner set forth in the Trust Agreement and this Second Supplemental Trust Agreement, the Series 2012 Bonds shall be deposited with the Bond Registrar for authentication, and the Bond Registrar is hereby authorized and directed to authenticate and the Trustee shall cause the Bond Registrar to deliver the Series 2012 Bonds for the account of _____ and _____ (collectively, the "Underwriters"), at The Depository Trust Company, New York, New York, against payment therefor in accordance with and subject to the provisions of Sections 208 of the Trust Agreement and Section 4 hereof.

Section 4. Sale and Application of Proceeds of the Series 2012 Bonds.

(a) The negotiated sale of the Series 2011 Bonds to the Underwriters pursuant to the terms set forth in a Bond Purchase Agreement dated _____, 2012 between the Authority and the Underwriters is hereby confirmed.

(b) [The proceeds of the Series 2012 Bonds in the amount of $_____, together with $_____ provided by the County shall be deposited by the Authority in accordance with the District Project Contract and the Trust Agreement, simultaneously with the delivery of the Series 2012 Bonds as follows:

(1) with the Trustee, to the credit of the Reserve Subfund, the amount of $_____; and

(2) [with the Trustee, to the credit of the Revenue Stabilization Subfund, the amount of $_____; and

(3) with the Trustee, to the credit of the Costs of Issuance Account in the Construction Subfund the amount of $_____; and

(3) with the Trustee, to the credit of the Construction Account in the Construction Subfund, the amount of $_____.]

Section 5. Tax Covenants. The Authority covenants that it will not take any action which will, or fail to take any action which failure will, cause interest on the Series 2012 Bonds to become includable in the gross income of the recipients thereof for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

(a) As of a date not later than five years after the issue date of the Series 2012 Bonds (the "Initial Installment Computation Date"), and at least once every five years thereafter, the Authority shall cause the Rebate Liability to be computed by a Rebate Analyst and will deliver a copy of the applicable Rebate Liability calculation to the Trustee (the "Rebate Liability Certificate"). Amounts paid for the purpose of funding the Rebate Liability, or otherwise made available therefor, shall be deposited by the Trustee in the Rebate Subfund.

(1) not later than sixty (60) days after each Initial Installment Computation Date, the Authority shall pay, or direct the Trustee in writing to pay from amounts in the Rebate Subfund, to the United States of America at least ninety percent (90%) of the Rebate Liability as set forth in the Rebate Liability Certificate prepared with respect to such installment computation date;

(2) no later than sixty (60) days after the installment computation date that is the fifth anniversary of the Initial Installment Computation Date and no later than sixty (60) days after every fifth anniversary date thereafter until final payment of the applicable Series of Bonds, the Authority shall direct the Trustee in writing to pay from amounts in the Rebate Subfund (such amounts constituting Excess Earnings as consistent with the tax certificate delivered in connection with the issuance of the Series 2012 Bonds (as supplemented and amended from time to time, the "Authority Tax Certificate"), transferred from the Construction Subfund, Reserve Subfund and Revenue Stabilization Subfund and any of their applicable accounts) to the United States of America not less than the amount, if any, by which ninety percent (90%) of the Rebate Liability set forth in the most recent Rebate Liability Certificate exceeds the aggregate of all such payments theretofore made to the United States of America with respect to the applicable Series of Bonds;

(3) no later than sixty (60) days after final payment of a Series of Bonds, the Authority shall pay, or direct the Trustee in writing to pay from amounts in the Rebate Subfund, to the United States of America the amount, if any, by which 100% of the Rebate Liability set forth in the Rebate Liability Certificate with respect to the date of final payment of the applicable Series of Bonds exceeds the aggregate of all payments theretofore made pursuant to this Section.

(b) The Authority represents that it will instruct the Trustee in writing as to the final application of the amounts in the Rebate Subfund to the make payments to the United States of America of all or a portion of the Rebate Liability on such dates or amounts in order for the Authority to comply with the conditions in this section of the Second Supplemental Trust Agreement and the Authority Tax Certificate.

All such payments shall be made by, or at the written direction of, an Authority Representative from any legally available source, including moneys in the Rebate Subfund.

Notwithstanding any provision of this Section to the contrary, (i) no such Rebate Liability payment need be made if the Authority receives and delivers to the Trustee an Opinion of Bond Counsel to the effect that such payment (1) is not required under the Code to prevent the Series 2012 Bonds from becoming "arbitrage bonds" within the meaning of Section 148 of the Code, or (2) may or should be calculated and paid on some alternative basis under the Code, and the Authority complies with such alternative basis and (ii) an EDA Representative may direct the Trustee in writing to transfer all or any portion of the money held for the credit of the Rebate Subfund to any other Subfund or account under the Trust Agreement to which such a transfer may be made under the terms of the Authority Tax Certificate.

The Trustee shall provide the Authority within ten (10) days after each April 1, or other computation date selected by the Authority, and within ten (10) days after the final payment of a Series of Bonds with such reports and information with respect to earnings of amounts held under the Trust Agreement and this Second Supplemental Trust Agreement as may be requested by the Authority to comply with the provisions of this Section.

Section 6. Recitals, Statements and Representations made by Authority, not Trustee. The recitals, statements and representations contained herein shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall be under no responsibility for the correctness of the same.

Section 7. Second Supplemental Trust Agreement as Supplemental Agreement. This Second Supplemental Trust Agreement is executed and shall be construed as an agreement supplemental to the Trust Agreement and shall form a part thereof, and the Trust Agreement as hereby and heretofore supplemented is hereby ratified, approved and confirmed.

Section 8. Authority, County, Trustee and Bondholders Alone to Have Rights. Nothing in this Second Supplemental Trust Agreement expressed or implied is intended or shall be construed to give to any person other than the Authority, the County, the Trustee and the holders of the Series 2012 Bonds issued under the Trust Agreement any legal or equitable right, remedy or claim under or in respect of the Trust Agreement, or this Second Supplemental Trust Agreement, or under any covenant, condition or provisions therein or herein or in said Series 2012 Bonds contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Authority, the County, the Trustee and the holders of said Series 2012 Bonds issued under the Trust Agreement.

Section 9. Trustee to Perform Duties of Bond Registrar. The Trustee accepts and agrees to execute the trusts imposed upon it as Bond Registrar under this Second Supplemental Trust Agreement, but only upon the terms and conditions set forth in the Trust Agreement and subject to the provisions of the Trust Agreement, to all of which the parties hereto and the owners of the Series 2012 Bonds agree.

Section 10. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires the Trustee to obtain, verify and

record information that identifies each person who opens an account. The Authority agrees to provide documentation to verify its formation and existence as a legal entity if requested by the Trustee. The Trustee may also ask to see financial statements, licenses, and identification and authorization documents from the Authority or other relevant documentation.

Section 11. Headings Not Part of Agreement; Certain Definitions. (a) The title of Sections and any wording on the cover of this Second Supplemental Trust Agreement are inserted for convenience only and are not a part hereof.

(b) All terms not defined herein shall have the meanings given to them in the Trust Agreement.

Section 12. Covenants to Bind Successors. All the covenants, stipulations, promises and agreements in this Second Supplemental Trust Agreement contained made by or on behalf of the Authority or for the Trustee shall inure to and bind their respective successors and assigns.

IN WITNESS WHEREOF, Fairfax County Economic Development Authority has caused this Second Supplemental Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and The Bank of New York Mellon Trust Company, N.A., has caused this Second Supplemental Trust Agreement to be executed in its behalf by an authorized officer, all as of the day and year first above written.

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By _____
Chairman

[SEAL]

Attest:

_____
Secretary

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., Trustee

By _____
Name: David J. Nigrelli
Title: Vice President

BOND PURCHASE AGREEMENT

$_____
FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
TRANSPORTATION DISTRICT IMPROVEMENT REVENUE BONDS
(SILVER LINE PHASE I PROJECT)
SERIES 2012

_____, 2012

Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182

[The undersigned, _____ and _____,] [jointly and severally], as underwriters (the "Underwriters"), hereby agree to purchase the above-captioned bonds (the "Series 2012 Bonds") from the Fairfax County Economic Development Authority (the "Authority") pursuant to the terms and conditions of this Bond Purchase Agreement (this "Agreement").

The Series 2012 Bonds are to be authorized and issued pursuant to the Constitution and laws of the Commonwealth of Virginia (the "Commonwealth"), including Chapter 643 of the 1964 Acts of the General Assembly of Virginia, as amended (the "Enabling Act"), and a resolution duly adopted by the Authority on September 11, 2012 (the "Resolution").

This offer is made subject to (i) the acceptance hereof by the Authority and the approval hereof by Fairfax County, Virginia (the "County"), evidenced by each party's execution and delivery (manually or by facsimile or electronic (PDF) transmission) of this Agreement (or the signature page) to the Underwriters or their counsel, at or prior to 5:00 p.m., Eastern Time, today, and (ii) receipt by the Underwriters at or prior to 5:00 p.m., Eastern Time, today, of the Letter of Representation of the County (the "Letter of Representation") substantially in the form attached hereto as Exhibit B, which must be duly executed and delivered by an authorized official of the County, evidenced as in the case of the execution and delivery of the Agreement. If not so accepted, this offer shall expire upon written notice sent by the Underwriters to the Authority or the County at any time prior to acceptance.

Capitalized terms used in this Agreement and not otherwise defined shall have the meanings ascribed to them in the Preliminary Official Statement (as defined herein).

Section 1. Offer and Sale of Series 2012 Bonds; Good Faith Deposit

(a) On the basis of the representations, warranties, covenants and agreements contained in this Agreement (including the Letter of Representation), and in the other agreements referred to herein, and subject to the terms and conditions described in this Agreement, the Underwriters agree to purchase all the Series 2012 Bonds for the sum of $_____, representing the par amount of the Series 2012 Bonds ($_____), plus net original issue premium of $_____, less an underwriting discount of $_____.

The Series 2012 Bonds shall be dated their date of issuance and shall be payable as to principal and interest in years and amounts and at rates as shown on Exhibit A.

(b) The Underwriters acknowledge that neither the County nor the Authority has authorized or consented to any of the following:

(i) the sale of the Series 2012 Bonds to any purchaser in connection with the initial public offering of the Series 2012 Bonds unless a copy of the Official Statement (as defined herein) is delivered to such purchaser not later than the settlement of such transaction;

(ii) the offer or sale of Series 2012 Bonds in any jurisdiction where any such offer or sale would be in violation of the jurisdiction's securities or "Blue Sky" laws;

(iii) making any representations or providing any information to prospective purchasers of the Series 2012 Bonds in connection with the public offering and sale of the Series 2012 Bonds other than the information set forth in the Preliminary Official Statement (as defined herein), the Official Statement and any amendment thereto approved in writing by the County and the Authority; or

(iv) any actions in connection with the offering and sale of the Series 2012 Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board or the Financial Industry Regulatory Authority. The Underwriters agree that in their offering of the Series 2012 Bonds it will comply with the applicable rules of the Municipal Securities Rulemaking Board.

(c) On the date hereof, the sum of $_____ being payment in good faith on account of the purchase price of the Series 2012 Bonds (the "Good Faith Deposit"), shall be delivered by wire transfer from the Underwriters to the account identified by the Authority. The Good Faith Deposit represents 1% of the aggregate principal amount of the Series 2012 Bonds provided in the Preliminary Official Statement (defined herein). In the event the Authority does not accept this offer, such Good Faith Deposit shall be immediately returned to the Underwriters by wire transfer to the account designated by the Underwriters. In the event that the Underwriters fail (other than for a reason permitted herein) to accept and pay for the Series 2012 Bonds on the Closing Date (as defined herein) as herein provided, the amount of such Good Faith Deposit plus any interest earned thereon shall be retained by the Authority as and for liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters, and such retention shall constitute a full release and discharge of all claims by the Authority and the County against the Underwriters arising out of the transactions contemplated hereby. In the event of the Authority's failure to deliver the Series 2012 Bonds on the Closing Date, or if the Authority or the County shall be unable to satisfy the conditions to the obligations of the Underwriters contained herein (unless such conditions are waived by the Underwriters), or if the obligations of the Underwriters shall be terminated for any reason permitted herein, the Authority shall immediately return to the Underwriters the Good Faith Deposit, plus any interest earned by the Authority on said sum from the date hereof to the date of return of the Good Faith Deposit, by wire transfer of immediately available funds.

Section 2. Official Statement

The Authority hereby deems the Preliminary Official Statement dated _____, 2012, relating to the Series 2012 Bonds (the "Preliminary Official Statement") to be final as of its date within the meaning of Rule 15c2-12 ("Rule 15c2-12") of the Securities and Exchange Commission (the "SEC"), except for the omission of pricing and other information allowed to be omitted pursuant to such Rule 15c2-12. The Authority will take all proper steps to complete the Preliminary Official Statement as an Official Statement in final form, including the completion of all information required pursuant to such Rule 15c2-12 (the "Official Statement"). The execution of the Official Statement in final form by the Authority's Chairman or Vice Chairman shall be conclusive evidence that the Authority has deemed it final as of its date. The Authority shall arrange for the delivery within seven business days of today of a reasonable number of printed copies of the Official Statement in final form (which need not be manually executed) to

the Underwriters for delivery to each potential investor requesting a copy of the Official Statement and to each purchaser to which the Underwriters initially sell Series 2012 Bonds.

The Underwriters represent that a copy of the Official Statement will be deposited before the "end of the underwriting period" (as defined herein) with the Municipal Securities Rulemaking Board.

Section 3. Authority's Representations, Warranties, Covenants and Agreements

The Authority hereby represents, warrants, covenants and agrees as follows:

(a) The Authority is, and will be at the Closing Time (as defined herein), (i) a political subdivision of the Commonwealth of Virginia created by the Enabling Act and (ii) authorized to adopt the Resolution and to perform its obligations under the Series 2012 Bonds, the Trust Agreement dated as of May 1, 2011 and Second Supplemental Trust Agreement dated as of _____, 2012, each between the Authority and The Bank of New York Mellon Trust Company, N.A., as Trustee (collectively, the "Trust Agreement"), the Project Agreement, dated as of May 1, 2011, by and among the Authority, the County and the Phase I Dulles Rail Transportation Improvement District (the "District") (the "Project Agreement") and this Agreement (collectively, the "Documents").

(b) The Authority has complied with all provisions of the Commonwealth's constitution and laws pertaining to the Authority's issuing, adopting or entering into the Documents and has full power and authority to consummate all transactions contemplated by the Documents and the Official Statement and any and all other agreements relating thereto to which the Authority is a party.

(c) At the time of the Authority's acceptance of this Agreement and (unless an event occurs of the nature described in Section 3(h) below) at all subsequent times up to and including the Closing Time, the information contained in the Preliminary Official Statement and the Official Statement (except for the information contained under the headings "**THE COUNTY", "THE DISTRICT", "THE SERIES 2012 BONDS – Book-Entry Only System"** and "**TAX MATTERS"** and Appendices A, B and C) and in any amendment or supplement thereto that the Authority may authorize for use with respect to the Series 2012 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 3(h) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such Section 3(h)) at all times subsequent thereto up to and including the Closing Time, the Authority shall take all steps necessary to ensure that the Official Statement (under the headings **"THE COUNTY", "THE SERIES 2012 BONDS – Book-Entry Only System" and "TAX MATTERS"** and Appendices A, B and C) as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The Authority has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official Statement; (ii) the adoption or the execution, delivery and due performance of the Documents and any and all such other agreements and documents as may be required to be executed and delivered by the Authority in order to carry out, give effect to and consummate the transactions contemplated by the Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the Documents and the Official Statement. Upon the Closing Date, the Authority shall have duly adopted or authorized, executed and delivered each Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the Authority's knowledge, threatened against or affecting the Authority or any Authority officer or employee in an official capacity (or, to the Authority's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the Documents or of any other agreement or instrument to which the Authority is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the Authority, financial or otherwise.

(f) The Authority's adoption or execution and delivery of the Documents and other agreements contemplated by the Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the Authority's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the Authority is subject or by which the Authority is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the Documents.

(g) The Authority will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2012 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution which would cause the interest on the Series 2012 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the Official Statement, as then supplemented or amended (except for the information related to book-entry only), to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Authority shall promptly notify the Underwriters and the County. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall at its expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time (as defined herein) and (ii) the time the Underwriters do not retain, directly or as members of an underwriting syndicate, an unsold balance of the Series 2012 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the Authority in writing prior to the Closing Date, the Authority may assume that the end of the underwriting period is the Closing Time.

(i) The Authority is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the Series 2012 Bonds, the Documents or the Official Statement, or the Authority's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2012 Bonds).

(j) Any certificate signed by any Authority officer and delivered to the Underwriters shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(k) The Authority agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2012 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that

the Authority need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(l) The Authority has never defaulted in the payment of principal or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights. No proceedings have ever been taken, are being taken, or are contemplated by the Authority under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(m) Other than as described in the Official Statement, the Authority has not entered into any contract or arrangement of any kind that might give rise to any lien or encumbrance on the payments to be received by the Authority from the County pursuant to the Project Agreement.

Section 4. Delivery of Series 2012 Bonds

The Series 2012 Bonds shall be delivered to the order of the Underwriters through The Depository Trust Company in New York, New York, by 12:00 noon, Eastern Time, on _____, 2012, or such other place, time or date as shall be mutually agreed on in writing by the Authority and the Underwriters. Simultaneously, the Underwriters shall make the payment required pursuant to Section 1 above, in immediately available funds, to the County or at its direction. In this Agreement, the date of such delivery and payment is called the "Closing Date" and the hour and date of such delivery and payment is called the "Closing Time."

The Series 2012 Bonds shall be delivered in fully registered form, in the form of one Series 2012 Bond for each maturity, bearing CUSIP numbers (provided neither the inclusion of a wrong number on any Series 2012 Bond nor the failure to include a number thereon shall constitute cause to refuse delivery of any Series 2012 Bond).

Section 5. Conditions to Underwriters' Obligations

The Underwriters' obligations hereunder are subject to the following conditions:

(a) The Documents, the County Documents (as defined in the Letter of Representation) and the Official Statement shall have been duly authorized or adopted and, if applicable, executed and delivered in the forms heretofore approved by the Underwriters with only such changes as are mutually agreed on by the Authority or the County, as applicable, and the Underwriters.

(b) The performance by the Authority of its obligations and adherence to its covenants hereunder and the performance by the County of its obligations and adherence to its covenants under the Letter of Representation, to have been performed at or prior to the Closing Time.

(c) The representations and warranties contained in this Agreement by the Authority, and the representations and warranties contained in the Letter of Representation by the County, are true, complete and correct today and as of the Closing Time as if made at the Closing Time.

(d) There is no material change in the County's, District's or the Authority's condition (financial or otherwise) between the most recent dates as to which information is given in the Official Statement and the Closing Time, other than as reflected in or contemplated by the Official Statement, and there are at the Closing Time no material transactions or obligations (not in the ordinary course of business) entered into by the Authority or the County subsequent to the date of the Official Statement, other than as reflected in or contemplated by the Official Statement.

(e) All necessary approvals, whether legal or administrative, have been obtained from such federal, state and local entities or agencies as are appropriate and are required in connection with the financing.

(f) At the Closing Time, the Underwriters must receive:

(i) Opinions dated the Closing Date of (A) Sidley Austin LLP, Bond Counsel, in substantially the form of Appendix F to the Official Statement, and (B) _____, counsel to the Underwriters, in form and substance acceptable to the Underwriters.

(ii) An opinion of David P. Bobzien, Esq., County Attorney, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the County is a political subdivision of the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the County Resolution (as defined herein) was duly adopted by the Board of Supervisors of the County and are in full force and effect, (C) the County has all the necessary power and authority (1) to execute and deliver, if applicable, the County Documents and (2) to consummate all of the actions contemplated by the County Documents, (D) the County Documents have been duly authorized and, if applicable, executed and delivered by the County and constitute valid and legally binding obligations of the County, enforceable (subject to customary exceptions) against the County in accordance with their terms, (E) no further approval, consent of withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the County to execute and deliver and perform its obligations under the County Documents, (F) the adoption by the Board of Supervisors of the County Resolution and the execution and delivery by the County of the other County Documents and the consummation by the County of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the County, any ordinance or resolution of the County, or any material contract, indenture or agreement to which the County is a party or by which the County is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the County's revenues, assets, properties or funds except as contemplated in the County Documents, and (G) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the County or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2012 Bonds or the application of proceeds of the Series 2012 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the County of the transactions contemplated by the County Documents and the Official Statement or the validity or enforceability of the Series 2012 Bonds or the County Documents.

(iii) An opinion of the Office of the County Attorney dated the Closing Date and addressed to the Underwriters to the effect that, (A) the District is a local transportation district within the Commonwealth, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the resolution adopted by the District Commission of the District on June 22, 2009, relating to the issuance of bonds and the Project Agreement among other items, was duly adopted by the District Commission of the District and is in full force and effect, (B) the District has all the necessary power and authority (1) to execute and deliver the Project Agreement and (2) to consummate all of the actions contemplated by the Project Agreement, (C) the Project Agreement has been duly authorized executed and delivered by the District and constitutes a valid and legally binding obligation of the District, enforceable (subject to customary exceptions) against the District in accordance with its terms, (D) no further approval, consent of withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the District to execute and deliver and perform its obligations under the Project Agreement, (E) the execution and delivery by the District of the Project Agreement and the consummation by the District of the transactions contemplated thereby are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other

requirement applicable to the District, any ordinance or resolution of the District, or any material contract, indenture or agreement to which the District is a party or by which the District is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the District's revenues, assets, properties or funds except as contemplated in the Project Agreement, and (F) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the District or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2012 Bonds or the application of proceeds of the Series 2012 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the District of the transactions contemplated by the Project Agreement and the Official Statement or the validity or enforceability of the Series 2012 Bonds or the Project Agreement.

(iv) An opinion of Thomas O. Lawson, Esq., PLC, dated the Closing Date and addressed to the Underwriters, to the effect that (A) the Authority is a body politic and corporate, duly organized and validly existing under the Constitution and laws of the Commonwealth and vested with all the rights, powers and privileges conferred upon it by the Constitution and laws of the Commonwealth, (B) the Resolution was duly adopted by the Authority and are in full force and effect, (C) the Authority has all necessary power and authority (1) to execute and deliver, if applicable, the Documents and (2) to consummate all of the actions contemplated by the Documents, (D) the Documents have been duly authorized and, if applicable, executed and delivered by the Authority and constitute valid and legally binding obligations of the Authority, enforceable (subject to customary exceptions) against the Authority in accordance with their terms, (E) no further approval, consent of withholding of objection on the part of any regulatory body, federal, Commonwealth or local, is required for the Authority to execute and deliver and perform its obligations under the Documents, (F) the adoption by the Authority of the Resolution and the execution and delivery by the Authority of the other Documents and the consummation by the Authority of the transactions contemplated by them are not prohibited by, and do not violate any provision of and will not result in the breach of any law, rule, regulation, judgment, decree, order or other requirement applicable to the Authority, any ordinance or resolution of the Authority, or any material contract, indenture or agreement to which the Authority is a party or by which the Authority is bound, and have not resulted, and will not result, in the creation or imposition of any lien, encumbrance, mortgage or other similar conflicting ownership or security interest in favor of any third person in or to the Authority's revenues, assets, properties or funds except as contemplated in the Documents, and (G) there is no legal action or other proceeding, or any investigation or inquiry (before any court, agency, arbitrator or otherwise), pending or threatened against the Authority or any of its officials, in their respective capacities, (1) to restrain or enjoin the issuance, sale or delivery of the Series 2012 Bonds or the application of proceeds of the Series 2012 Bonds as provided in the Official Statement or (2) which may reasonably be expected to have a material and adverse effect upon the due performance by the Authority of the transactions contemplated by the Documents and the Official Statement or the validity or enforceability of the Documents.

(v) A supplemental opinion of Bond Counsel, dated the Closing Date and in form and substance acceptable to the Underwriters to the effect that

(A) the information contained in those portions of the Official Statement entitled **"ESTIMATED SOURCES AND USES OF FUNDS," "THE SERIES 2012 BONDS, (excluding Book-Entry Only System)" "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS", "VALIDATION," "CERTAIN LEGAL MATTERS," "TAX MATTERS"** and **"CONTINUING DISCLOSURE," and Appendices C, D & E** insofar as such information summarizes provisions of the Documents or the County Documents or is a description of opinions rendered by Bond Counsel, is a fair and accurate summary of the information purported to be summarized.

(B) the Series 2012 Bonds do not require registration under the Securities Act of 1933, as amended (the "Securities Act"); and

(C) the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), does not require the qualification of the Resolution and Trust Agreement thereunder.

(D) the Bond Purchase Agreement has been duly authorized, executed and delivered and constitutes a valid and legal obligation of the Authority.

(vi) A certificate signed by the Authority's Chairman or Vice Chairman, dated the Closing Date and in form and substance acceptable to the Underwriters, stating that (A) such officer has reviewed the Preliminary Official Statement and the Official Statement and that, as of the dates of such documents and as of the Closing Date, such documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements in such documents, in the light of the circumstances under which they were made, not misleading, and (B) such officer has reviewed the Authority's covenants, agreements, representations and warranties hereunder, and further confirming the Authority's compliance with such covenants and agreements and the accuracy of such representations and warranties.

(vii) Evidence satisfactory to the Underwriters that the Series 2012 Bonds have received a rating of "__" from Fitch, Inc., "__" from Moody's Investors Service and "__" Standard & Poor's Rating Services, a division of McGraw Hill Corporation Inc. ("S&P") and that each such rating is in effect at the Closing Time.

(viii) Certified copies of all relevant proceedings of the Board of Commissioners of the Authority, the Board of Supervisors of the County and the District Commission of the District.

(ix) Original executed or certified copies of the Documents and the County Documents.

(x) Evidence satisfactory to the Underwriters that the Authority's issuance of the Series 2012 Bonds has received the County's required approval, and that such approval remains in effect.

(xi) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Authority's Chairman or Vice Chairman to the effect that (1) the representations and warranties of the Authority contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the information under the captions **THE COUNTY, THE DISTRICT, THE SERIES 2012 BONDS – Book-Entry Only System** and **TAX MATTERS** and Appendices A, B and C (the "Authority Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) no litigation is pending against the Authority or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the Authority or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2012 Bonds, or materially and adversely affecting the right of the Authority to collect revenues and other moneys pledged or to pledged to pay the principal of and interest on the Series 2012 Bonds, or the pledge thereof, or in any way materially and adversely contesting or affecting the validity or enforceability of the Documents or this Agreement, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the Authority or its authority with respect to the Documents or this Agreement; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the Authority or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the Authority, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the

Official Statement shall have been amended or supplemented to set forth such event); (5) the Authority has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the Authority by the Official Statement; and (6) the Authority has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xii) Signed copies of a certificate or certificates, dated the Closing Date, signed by the County Executive to the effect that (1) the representations and warranties of the County contained herein are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (2) to the best of the knowledge of such officer, the information in the Official Statement, excluding the Authority Information and Appendices D, E and F (the "County Information"), does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (3) no litigation is pending against the County or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the County or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2012 Bonds, or materially and adversely affecting the ability of the County to make payments under the Project Agreement, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2012 Bonds, the resolution duly adopted by the Fairfax County Board of Supervisors on _____ 2012 (the "County Resolution"), this Agreement or the Letter of Representation, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the County or its authority with respect to the County Documents or the Letter of Representation; (4) to the best of the knowledge of such officer, no event materially and adversely affecting the County or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the County, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the County has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the County by the Official Statement; and (6) the County has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xiii) Signed copies of a certificate or certificates, dated the Closing Date, signed by the Chairman or Vice Chairman of the District Commission to the effect that (1) to the best of the knowledge of such officer, the information in the Official Statement, under the heading "**THE DISTRICT**", does not contain any untrue statement of material fact or omit any statement of a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (2) no litigation is pending against the District or, to the knowledge of such officer pending against any other entity or person or threatened in any court in any way adversely affecting the legal existence of the District or seeking to restrain or enjoin the issuance, sale, execution or delivery of the Series 2012 Bonds, or in any way materially and adversely contesting or affecting the validity or enforceability of the Series 2012 Bonds, the resolution duly adopted by the District Commission on June 22, 2009 (the "District Commission Resolution") or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the power of the District or its authority with respect to the Project Agreement; (3) to the best of the knowledge of such officer, no event materially and adversely affecting the District or the transactions contemplated by the Official Statement has occurred since the date of the Official Statement which, in the reasonable opinion of the District, is required to be set forth in an amendment or supplement to the Official Statement (whether or not the Official Statement shall have been amended or supplemented to set forth such event); (5) the District has the full legal right, power and authority to carry out and consummate the transactions contemplated to be carried out by the District by the Official Statement; and (6) the District has complied with all the requirements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date.

(xiv) Such additional certificates and other documents in such form and substance as the Underwriters, their counsel or Bond Counsel may request to evidence performance of or compliance with the provisions of the Documents or the Official Statement and the transactions contemplated hereby and thereby, the truth and accuracy as of the Closing Time of the Authority's and the County's representations herein and in the Official Statement, and the Authority's and the County's due performance at or prior to the Closing Time of all agreements then to be performed by the Authority or the County, as applicable.

The delivery of the above documents shall be made on the Closing Date, at or prior to the Closing Time, at Sidley Austin LLP's Washington D.C. office, or at such other place as the Authority and the Underwriters may hereafter determine.

The Authority and the County shall exercise their reasonable best efforts to fulfill such of the foregoing conditions as may be under their control or direction. In no event shall the failure of any such condition to be met constitute a default on the part of any party (except any party who had such condition under its control or direction). The provisions of Section l(c) shall apply whether or not the failure of any such condition to be met constitutes a default on the part of any party.

Section 6. Underwriters' Right to Cancel

The Underwriters have the right to cancel their obligations hereunder by notifying the Authority or the County in writing of their election to do so between today and the Closing Time, if at any time before the Closing Time:

(a) legislation shall have been enacted by the Congress of the United States, or a decision shall have been rendered by a court of the United States or the Commonwealth or the Tax Court of the United States, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or Commonwealth authority, with respect to federal or Commonwealth taxation upon revenues or other income of the general character of that to be derived by the Authority or the County from its operations, or upon interest received on obligations of the general character of the Series 2012 Bonds that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2012 Bonds, or the market price generally of obligations of the general character of the Series 2012 Bonds; or

(b) there shall exist any event or circumstance that in the Underwriters' reasonable judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading in any material respect; or

(c) there shall have occurred (a) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs, or (b) the occurrence of any other calamity or crisis or any change in the financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (a) or (b), in the judgment of the Underwriters, materially adversely affects the market for the Series 2012 Bonds; or

(d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by an order of the SEC or any other governmental authority having jurisdiction that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2012 Bonds; or

(e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction and be in force that, in the Underwriters' reasonable judgment, materially adversely affects the market for the Series 2012 Bonds; or

(f) legislation shall be enacted or be proposed or actively considered for enactment, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the Series 2012 Bonds or any comparable securities of the Authority, or any obligations of the general character of the Series 2012 Bonds are not exempt from the registration, qualification or other requirements of the Securities Act, or otherwise, or would be in violation of any provision of the federal securities laws or that the Trust Agreement is not exempt from the qualification requirements of the Trust Indenture Act of 1939; or

(g) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, the Underwriters established by the New York Stock Exchange, the SEC, any other federal or state agency or the Congress of the United States, or by Executive Order; or

(h) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering or sale of the Series 2012 Bonds, including all underlying obligations as contemplated hereby or by the Official Statement, or any Documents, County Documents or other documents relating to the issuance, offering or sale of the Series 2012 Bonds, is or would be in violation of any provision of the federal securities laws; or

(i) there shall have been any material adverse change in the affairs of the Authority or the County that in the Underwriters' reasonable judgment will materially adversely affect the market for the Series 2012 Bonds; or

(j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, the County or the Commonwealth (which, in the case of a financial crisis or default of the Commonwealth, causes a material adverse change in the affairs of the Authority or the County) or proceedings under the bankruptcy laws of the United States or of the Commonwealth shall have been instituted by the Authority, the County or the Commonwealth (which, in the case of a bankruptcy proceeding with respect to the Commonwealth, causes a material adverse change in the affairs of the Authority or the County), in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Series 2012 Bonds; or

(k) any downgrading (including being placed on "credit watch" or "negative outlook") or withdrawal of a rating of the Series 2012 Bonds by a nationally recognized rating service, which downgrading, suspension or withdrawal, in the reasonable judgment of the Underwriters, materially adversely affects the marketability of the Series 2012 Bonds.

Section 7. Representations, Warranties, Covenants and Agreements to Survive Delivery

All of the Authority's representations, warranties, covenants and agreements in this Agreement shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2012 Bonds or of termination or cancellation of this Agreement.

Section 8. Expenses

The Authority acknowledges that the underwriting fee provided for in Section 1 represents compensation and reimbursement to the Underwriters for their professional services and direct expenses (for such items as travel and postage); provided, however, that nothing in this acknowledgement shall be deemed to make any Underwriter an agent of the Authority.

The Underwriters shall pay their out-of-pocket expenses, including the fees and expenses of Underwriters' counsel (including the cost of performing any blue sky and legal investment surveys), including advertising expenses in connection with a public offering of the Series 2012 Bonds, fees of the CUSIP Bureau and any fees of the Municipal Securities Rulemaking Board or the Securities Industry and Financial Markets Association.

The County shall pay, from District funds on hand, all expenses and costs to effect the authorization, preparation, execution, delivery and sale of the Series 2012 Bonds, including, without limitation, the County's and Authority's fees and expenses (at or prior to closing), the incidental expenses of the employees of the Authority and the County incurred in connection with this financing, the fees and expenses of Bond Counsel, rating agency fees and expenses, the fees and expenses of the bond registrar and paying agent, any registration or similar fees for qualifying the Series 2012 Bonds for sale in various jurisdictions chosen by the Underwriters and the expenses and costs for the preparation, printing, photocopying, execution and delivery of the Series 2012 Bonds and the Official Statement and all other agreements and documents contemplated by this Agreement.

Section 9. Use of Official Statement

The Authority hereby ratifies and confirms the use of the Preliminary Official Statement by the Underwriters. The Authority authorizes the use of, and will make available, the Official Statement for use by the Underwriters in connection with the offer and sale of the Series 2012 Bonds.

Section 10. Miscellaneous

(a) Any notice or other communication to be given hereunder may be given by mailing or delivering the same in writing as follows:

If to the Underwriters:

If to the Authority: Fairfax County Economic Development Authority
8300 Boone Boulevard, Suite 450
Vienna, Virginia 22182
Attention: Executive Director

With a copy thereof sent to:
Thomas O. Lawson, Esq.
Lawson & Silek, PLC
10810 Main Street, Suite 200
Fairfax, Virginia 22030

If to the County: Fairfax County
12000 Government Center Parkway
Fairfax, Virginia 22035-0064

(b) The Authority represents and warrants that there are no fees payable by it or on its behalf, other than as described in this Agreement, to any person or party for brokering or arranging (or providing any similar services related to) the transactions contemplated by this Agreement.

(c) The parties intend that this Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to conflict of law principles.

(d) This Agreement may be executed in several counterparts (including separate counterparts), each of which shall be regarded as an original and all of which shall constitute one and the same document.

(e) This Agreement will inure to the benefit of and be binding on the Authority, the Underwriters and the County and their respective successors and assigns, but will not confer any rights on any other person, partnership, association or corporation other than persons, if any, controlling the Authority and the Underwriters within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended. The terms "successors" and "assigns" shall not include any purchaser of any Series 2012 Bond from the Underwriters merely because of such purchase.

(f) No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Authority or the County in such person's individual capacity, and no officer, member, employee or agent of the Authority or the County shall be liable personally for the performance of any obligation under this Agreement. No recourse shall be had by the Underwriters for any claim based on this Agreement or otherwise against any officer, member, employee or agent of the Authority or the County in his or her individual capacity, provided such person acts in good faith, all such liabilities, if any, being hereby expressly waived and released by the Underwriters.

(g) The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2012 Bonds pursuant to this Agreement is an arm's-length commercial transaction between the Authority and the Underwriters, (ii) in connection with such transaction, each Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Authority, (iii) the Underwriters have not assumed (individually or collectively) a fiduciary responsibility in favor of the Authority with respect to the offering of the Series 2012 Bonds or the process leading thereto (whether or not any Underwriter, or any affiliate of any Underwriter, has advised or is currently advising the Authority on other matters) or any other obligation to the Authority except the obligations expressly set forth in this Agreement and (iv) the Authority has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2012 Bonds.

(h) Section headings in this Agreement are a matter of convenience of reference only, and such section headings are not part of this Agreement and shall not be used in the interpretation of any provisions of this Agreement. Terms of any gender used herein shall include the masculine, feminine and neuter.

(i) Notwithstanding any provision herein to the contrary, the Underwriters, in their sole discretion, may waive the performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the Underwriters' benefit, and the Underwriters' approval when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by an appropriate officer or officers of the Underwriters, on the Underwriters' behalf, and delivered to the Authority.

(j) This Agreement is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by the parties hereto.

(k) This Agreement is effective on its acceptance by the Authority and approval by the County.

[Counterpart Signature Page to Bond Purchase Agreement]

_____

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

_____

By _____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Accepted and agreed to:

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By:_____

[Signatures Continued on Following Pages]

[Counterpart Signature Page to Bond Purchase Agreement]

Approved by:

FAIRFAX COUNTY, VIRGINIA

By:_____

EXHIBIT A

RATE AND MATURITY SCHEDULE

Maturity (April 1)	Principal Amount	Interest Rate	Yield
2013	$	%	%
2014			
2015			
2016			
2016			
2017			
2018			
2018			
2019			
2020			
2021			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
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2030			
2031			
2031			
2032			
2037*			

*Term bond with the following sinking fund installments: April 1, 2033 $_____, April 1, 2034 $_____, April 1, 2035 $_____, April 1, 2036 $_____ and April 1, 2037 $_____.

** Yield to first par call on April 1, 20__.

EXHIBIT B

LETTER OF REPRESENTATION

LETTER OF REPRESENTATION

FAIRFAX COUNTY, VIRGINIA

I am an authorized official of Fairfax County, Virginia (the "County"), and am hereby executing and delivering this Letter of Representation as required under the terms of that certain Bond Purchase Agreement of even date herewith (the "Bond Purchase Agreement") [between _____ and _____] (the "Underwriters") and Fairfax County Economic Development Authority (the "Authority"), and approved by the County. Terms not otherwise defined in this Letter of Representation shall have the meanings assigned to them in the Bond Purchase Agreement.

Section 1. ***County's Representations, Warranties, Covenants and Agreements***

The County hereby represents, warrants, covenants and agrees as follows:

(a) The County is, and will be at the Closing Time, (i) duly organized in the county executive form of government, is a political subdivision of the Commonwealth of Virginia (the "Commonwealth") and has all power and authority granted to counties so organized under the Constitution and laws of the Commonwealth, and (ii) authorized to enter into and adopt and perform its obligations under a resolution duly adopted by the Fairfax County Board of Supervisors on _____, 2012 (the "County Resolution"), the Bond Purchase Agreement, the Project Agreement, a Continuing Disclosure Agreement delivered by the County, dated the Closing Date (the "Continuing Disclosure Agreement"), and this Letter of Representation (collectively, the "County Documents") to have been performed at or prior to the Closing Time.

(b) The County has complied with all provisions of the Commonwealth's constitution and laws pertaining to the County's adopting or entering into the County Documents and has full power and authority to consummate all transactions contemplated by the County Documents and the Official Statement and any and all other agreements relating thereto to which the County is a party.

(c) At the time of the County's delivery of this Letter of Representation and (unless an event occurs of the nature described in Section 1(i) below) at all subsequent times up to and including the Closing Time, the County Information contained in the Preliminary Official Statement and the Official Statement and in any amendment or supplement thereto that the County may authorize for use with respect to the Series 2012 Bonds is and will be true and correct and does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact necessary to make the statements in such document, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended pursuant to Section 1(i) below, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to Section 1(i) below) at all times subsequent thereto up to and including the Closing Time, the County shall take all steps necessary to ensure that the County Information in the Official Statement as so supplemented or amended does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The County has duly adopted and authorized, at one or more public meetings duly called and held at which quorums were present and acting throughout, (i) the distribution and use of the Official

Statement; (ii) the adoption, execution, delivery and due performance of the County Documents and any and all such other agreements and documents as may be required to be executed and delivered by the County in order to carry out, give effect to and consummate the transactions contemplated by the County Documents and by the Official Statement; and (iii) the carrying out, giving effect to and consummation of the transactions contemplated by the County Documents and the Official Statement. Upon the Closing Date, the County shall have duly adopted or authorized, executed and delivered each County Document and the Official Statement.

(e) Except as and to the extent described in the Preliminary Official Statement and the Official Statement, there is no action, proceeding or investigation before or by any court or other public body pending or, to the County's knowledge, threatened against or affecting the County or any County officer or employee in an official capacity (or, to the County's knowledge, any basis therefor), wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated or described herein or in the Official Statement, or the validity of the County Documents or of any other agreement or instrument to which the County is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated or described herein or in or by the Official Statement, or (ii) the condition of the County, financial or otherwise.

(f) The County's adoption or execution and delivery of the County Documents and other agreements contemplated by the County Documents and by the Official Statement, and compliance with the provisions thereof, will not constitute on the County's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any contract, agreement, loan or other instrument to which the County is subject or by which the County is or may be bound. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default under any such agreement, including the County Documents.

(g) The County will not take or omit to take any action the taking or omission of which will in any way cause the proceeds from the sale of the Series 2012 Bonds to be applied in a manner other than as described in the Official Statement and as permitted by the Resolution and the County Resolution and which would cause the interest on the Series 2012 Bonds to be includable in the gross income of the recipients thereof for federal or Commonwealth income tax purposes.

(h) The audited financial statements of the County for the fiscal year ended June 30, 2011, set forth as Appendix B to the Official Statement, present fairly the County's financial position as of June 30, 2011, and such statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis. The County Information included in the Official Statement presents fairly the financial information purported to be shown as of the indicated dates. There has been no material adverse change in the financial condition of the County as a whole since June 30, 2011. The County is not a party to any contract or agreement or subject to any statutory or other restriction not disclosed in the Official Statement, the performance of or compliance with which may have a material, adverse effect on the County's or the Authority's financial condition or operations.

(i) If between the date of this Agreement and the date that is 25 days after the "end of the underwriting period," as defined below, any event shall occur that might or would cause the County Information included in the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the County shall promptly notify the Underwriters. If, in the opinion of the Underwriters, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the County will cooperate with the Authority and at the County's expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

The "end of the underwriting period" is the time that is the later of (i) the Closing Time and (ii) the time the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Series 2012 Bonds for sale to the public. Unless the Underwriters shall otherwise advise the County in writing prior to the Closing Date, the County may assume that the end of the underwriting period is the Closing Time.

(j) The County is not required to obtain any further consent, approval, authorization or order of any governmental or regulatory authority as a condition precedent to its adoption or authorization, execution and delivery of the County Documents or the Official Statement, or the County's performance hereunder and thereunder (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the Underwriters' offers or sales of the Series 2012 Bonds).

(k) Any certificate signed by any County officer and delivered to the Underwriters shall be deemed a representation and warranty by the County to the Underwriters as to the statements made therein.

(l) The County agrees to take all reasonable steps as requested to cooperate with the Underwriters and their counsel in order to qualify the Series 2012 Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriters may request, provided that the County need not consent to jurisdiction or service of process in any state other than the Commonwealth.

(m) The County has never defaulted in the payment of principal or interest on any indebtedness, has not exercised any rights of nonappropriation or similar rights, and has not borrowed for general fund cash-flow purposes. No proceedings have ever been taken, are being taken, or are contemplated by the County under the United States Bankruptcy Code or under any similar law or statute of the United States or the Commonwealth.

(n) The County will comply with the information reporting requirements adopted by the SEC or the Municipal Securities Rulemaking Board with respect to tax-exempt obligations such as the Series 2012 Bonds as provided in the Continuing Disclosure Agreement. The County has not defaulted in the prior five years under any continuing disclosure undertaking made under the Rule.

Section 2. ***Representations, Warranties, Covenants and Agreements to Survive Delivery***

All of the County's representations, warranties, covenants and agreements in this Letter of Representation shall remain operative and in effect, regardless of any investigation made by the Underwriters on their own behalf, after delivery of and payment for any Series 2012 Bonds or of termination or cancellation of the Bond Purchase Agreement or this Letter of Representation.

Section 3. ***Official Statement***

The County authorizes the use and distribution of, and will cooperate with the Authority to make available, the Preliminary Official Statement and the Official Statement for the use and distribution by the Underwriters in connection with the sale of the Series 2012 Bonds.

The County shall cooperate with the Authority to deliver, or cause to be delivered, to the Underwriters copies of the final Official Statement in sufficient quantity in order for the Underwriters to comply with Rule 15c2-12(b)(2) promulgated under the Securities Exchange Act of 1934, as amended.

Section 4. ***Continuing Disclosure Undertaking***

The County will undertake, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notices to certain events.

Section 5. ***Notice***

Any notice or other communication to be given to the County under the Bond Purchase Agreement or this Letter of Representation may be given by mailing or delivering the same in writing to 12000 Government Center Parkway**,** Fairfax, Virginia 22035-0064, Attention: Department of Management and Budget.

This Letter of Representation is delivered this _____ day of _____, 2012.

FAIRFAX COUNTY, VIRGINIA

By:_____

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement") is executed and delivered by Fairfax County, Virginia (the "County") in connection with the issuance by the Fairfax Economic Development Authority (the "Authority") of its $_____ Transportation District Improvement Revenue Bonds (Silver Line Phase I Project) Series 2012 (the "Series 2012 Bonds") pursuant to the provisions of a resolution (the "Authorizing Resolution") adopted by the Authority on _____, 2012 and under a Trust Agreement, dated as of May 1, 2011, and as supplemented by a Second Supplemental Trust Agreement dated as of _____, 2012 (collectively the "Trust Agreement"), each between the Authority and The Bank of New York Mellon, N.A., as trustee (the "Trustee").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the County acting on behalf of itself, the Authority, and the Phase I Dulles Rail Transportation Improvement District, for the benefit of the holders of the Series 2012 Bonds and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). Under the Rule, the County is an "obligated person". The County acknowledges that it is undertaking primary responsibility for any reports, notices or disclosures that may be required under this Disclosure Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Dissemination Agent" shall mean the County, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"Filing Date" shall have the meaning given to such term in Section 3(a) hereof.

"Fiscal Year" shall mean the twelve month period at the end of which financial position and results of operations are determined. Currently, the County's Fiscal Year begins July 1 and continues through June 30 of the next calendar year.

"Holder" or "holder" shall mean, for purposes of this Disclosure Agreement, any person who is a record owner or beneficial owner of the Series 2012 Bonds.

"Listed Events" shall mean any of the events listed in subsection (b)(5)(i)(C) of the Rule, which are as follows:

principal and interest payment delinquencies;

non-payment related defaults; if material;

unscheduled draws on debt service reserves reflecting financial difficulties;

unscheduled draws on credit enhancements reflecting financial difficulties;

substitution of credit or liquidity providers, or their failure to perform;

adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax status of the Series 2012 Bonds;

modifications to rights of holders, if material;

bond calls, if material, and tender offers;

defeasances;

release, substitution, or sale of property securing repayment of the Series 2012 Bonds, if material;

rating changes;

bankruptcy, insolvency, receivership or similar event of the County;

the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

"Participating Underwriters" shall mean any of the original underwriters of the Series 2012 Bonds required to comply with the Rule in connection with the offering of such Series 2012 Bonds.

"Repository" shall mean The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board. EMMA is recognized as a National Repository for purposes of the Rule.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

A. The County shall, or shall cause the Dissemination Agent to, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Such Annual Report shall be filed on a date (the "Filing Date") that is not later than March 31 after the end of any Fiscal Year (commencing with its Fiscal Year ending June 30, 2012). Not later than ten (10) days prior to the Filing Date, the County shall provide the Annual Report to the Dissemination Agent (if applicable). In such case, the Annual Report (i) may be submitted as a single document or as separate documents comprising a package, (ii) may cross-reference other information as provided in Section 4 of this Disclosure Agreement, and (iii) shall include the County's audited financial statements or, if audited financial statements are not available, such unaudited financial statements as may be required by the Rule. In any event, audited financial statements of the County must be submitted, if and when available, together with or separately from the Annual Report.

B. The annual financial statements of the County shall be prepared on the basis of generally accepted accounting principles and will be audited. Copies of the audited annual financial statements, which may be filed separately from the Annual Report, will be filed with the Repository when they become publicly available.

C. If the County fails to provide an Annual Report to the Repository by the date required in subsection (A) hereto or to file its audited annual financial statements with the Repository when they become publicly available, the County shall send a notice to the Repository in substantially the form attached hereto as Exhibit B.

SECTION 4. Content of Annual Reports. Any Annual Report required to be filed hereunder shall contain or incorporate by reference, at a minimum the following: (i) audited financial statements of the County; (ii) updated operating data, as described in Exhibit A, (iii) updates of the information in the Official Statement dated _____, 2012 relating to the Series 2012 Bonds (the "Official Statement") under the heading "THE DISTRICT – District Tax Base Data" and (iv) calculations showing the rate covenant required under the Trust Agreement and set forth in the Official Statement "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS – Special Improvements Tax" all with a view toward assisting Participating Underwriters in complying with the Rule.

Any or all of such information may be incorporated by reference from other documents, including official statements of securities issues with respect to which the County is an "obligated person" (within the meaning of the Rule), which have been filed with the Repository or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The County shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events. The County will provide within 10 business days to the Repository notice of any of the Listed Events.

SECTION 6. Termination of Reporting Obligation. The County's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance or final retirement of all the Series 2012 Bonds.

SECTION 7. Dissemination Agent. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the County shall be the Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Disclosure Agreement, the County may amend this Disclosure Agreement, if such amendment is supported by an opinion of independent counsel with expertise in Federal securities laws, to the effect that such amendment is permitted or required by the Rule.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the County shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. Any person referred to in Section 11 (other than the County) may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to file its Annual Report or to give notice of a Listed Event. The holders of not less than a majority in aggregate principal amount of Series 2012 Bonds outstanding may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to challenge the adequacy of any information provided pursuant to this Disclosure Agreement, or to enforce any other obligation of the County hereunder. A default under this Disclosure Agreement shall not be deemed an event of default under the Authorizing Resolutions, the Trust Agreement or the Series 2012 Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the County to comply herewith shall be an action to compel performance. Nothing in this provision shall be deemed to restrict the rights or remedies of any holder pursuant to the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, or other applicable laws.

SECTION 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the County, the Participating Underwriters, and holders from time to time of the County's bonds and notes, and shall create no rights in any other person or entity.

Date: _____ __, 2012

FAIRFAX COUNTY, VIRGINIA

By: _____

EXHIBIT A

CONTENT OF ANNUAL REPORT

Respecting Fairfax County, Virginia

(a) audited financial statements of the County;

(b) Economic Information. Updated economic information respecting the County such as income, employment, unemployment, building permits and taxable sales data,

(c) updates of the information in the Official Statement dated _____, 2012 relating to the Series 2012 Bonds (the "Official Statement") under the heading "THE DISTRICT – District Tax Base Data" and

(d) calculations showing the rate covenant required under the Trust Agreement and set forth in the Official Statement "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2012 BONDS – Special Improvements Tax"

In general, the foregoing will include information as of the end of the most recent fiscal year or as of the most recent practicable date. Where information for the fiscal year just ended is provided, it may be preliminary and unaudited. Where information has historically been provided for more than a single period, comparable information will in general be provided for the same number of periods where valid and available. Where comparative demographic or economic information for the County and the United States as a whole is contemporaneously available and, in the judgment of the County, informative, such information may be included. Where, in the judgment of the County, an accompanying narrative is required to make data presented not misleading, such narrative will be provided.

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT
[AUDITED ANNUAL FINANCIAL STATEMENTS]

Re: FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY
TRANSPORTATION DISTRICT IMPROVEMENT REVENUE BONDS
(SILVER LINE PHASE I PROJECT)
SERIES 2012

CUSIP NOS. ___-___

Dated: _____ __, 20__

NOTICE IS HEREBY GIVEN that Fairfax County, Virginia has not provided an Annual Report [Audited Annual Financial Statements] as required by Section 3 of the Continuing Disclosure Agreement, which was entered into in connection with the above-named bonds, the proceeds of which were to pay a portion of the principal amount of an outstanding note. [The County anticipates that the Annual Report [Audited Annual Financial Statements] will be filed by _____.]

Dated: _____

FAIRFAX COUNTY, VIRGINIA

By: _____

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Board Agenda Item
September 11, 2012

ACTION – 5

Approval of a Lease Agreement for Commuter Parking at Springfield Plaza (Lee District)

ISSUE:
To execute a lease agreement with Springfield Plaza for additional commuter parking.

RECOMMENDATION:
The County Executive recommends that the Board:

1. Approve the attached agreement to continue commuter parking at Springfield Plaza.

2. Authorize the County Executive, or his designee, to execute this agreement.

TIMING:
Board approval is requested on September 11, 2012, so that the agreement with Springfield Plaza can be executed in a timely manner.

BACKGROUND:
Between 1999 and 2001, the Board approved license parking agreements with three organizations to provide commuter parking space in support of the Springfield I-95/395/495 interchange construction project. On June 7, 1999, the Board approved the lease of 1,000 spaces from Springfield Mall's Macy's parking garage. That agreement was amended to 500 spaces on April 26, 2004, after the opening of additional parking at the Franconia-Springfield Metrorail Station. On October 3, 2000, the County entered into an agreement with Springfield Plaza for the lease of 75 spaces, and on July 16, 2001, the County leased 100 spaces from American Legion Post 176. On December 31, 2008, the County lost the lease of the 75 spaces at Springfield Plaza. Springfield Plaza continued to have commuter parking on their property but decided to abolish commuter parking on the A.J. Dwoskin portion of the property in May 2012.

The County approached Springfield Plaza to make those parking spaces available again, because the commuter spaces at the American Legion, Old Keene Mill Park and Ride and Springfield United Methodist Church are fully occupied. Springfield Plaza's response to the County's request generated this Board Item.

Springfield Plaza agreed to lease the County 108 parking spaces at an annual cost of $12.50 per space. The monthly payments will be retroactive to $1,350.

FISCAL IMPACT:
Existing funds in Fund 100 are sufficient to cover the $16,200 annual lease payment.

ATTACHMENTS:
Attachment I: Springfield Plaza Park-and-Ride License Agreement
Attachment II: Map of Commuter Parking Area
Attachment III: Commuter Parking Signage Size and Language

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation (FCDOT)
Eric Teitelman, Acting Chief, Transit Service Division, FCDOT
Christy Wegener, Section Chief, Fairfax Connector Section, FCDOT
Karen Payne, Park and Ride Coordinator, Fairfax Connector Section FCDOT

SPRINGFIELD PLAZA, SECTION II, L.L.C.
PARK-AND-RIDE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this _____ day of _____, 2012, by and between (a) SPRINGFIELD PLAZA, SECTION II, L.L.C.,, a Delaware limited liability company ("Owner"), having an address of 9302 Lee Highway, Suite 300, Fairfax, Virginia 22031; and (b) the BOARD OF SUPERVISORS OF FAIRFAX COUNTY ("County"), a body politic of Virginia, having an address of 12000 Government Center Parkway, Fairfax, Virginia 22035.

WHEREAS, County continues to support public transportation services, facilities, and commuter park-and-ride lots as effective traffic mitigation facilities; and

WHEREAS, roadway improvements to the I-95/395/495 interchange for an extended construction period will contribute to increased Metrorail and High Occupancy Vehicle ("HOV") usage during peak travel times; and

WHEREAS, County desires to license parking spaces at the Springfield Plaza (Section II) Shopping Center (the "Center") to provide additional commuter parking; and

WHEREAS, the Center, located at the intersection of Bland Avenue and Old Keene Mill Road in Springfield, Virginia, has available 108 spaces for commuter parking on weekdays between 5:00 a.m. and 8:00 p.m.; and

WHEREAS, Owner is the owner of the parking area to be designated as commuter parking pursuant to this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth below, Owner and County agree as follows:

1. One hundred and eight (108) parking spaces in the Center parking lot (the "Commuter Parking Area"), which are shown on the plan attached hereto and incorporated herein as Attachment I, will be reserved for use by commuters, who will carpool, vanpool, or ride public transportation.

2. a. Subject to the provisions of this Agreement, County shall make the license payments to Owner.

b. The amount of license payments payable to Owner shall be One Thousand Three Hundred and Fifty dollars ($1,350) per month, based on 108 spaces @ $12.50 per space per month. Quarterly payments shall be in the amount of Four Thousand and Fifty Dollars

($4,050) for each full quarter. If the parking spaces are not available for the full quarter (for reasons of delayed start-up, for example), the license payment shall be prorated accordingly.

c. The County shall make license payments to Owner on a quarterly basis, with payment being made within thirty (30) working days after receipt of Owner's quarterly invoice. Quarters are designated as July 1 – September 30, October 1 – December 31, January 1 – March 31, and April 1 – June 30.

d. Owner shall submit to the County a quarterly invoice to the following person:

Attn: Park and Ride Coordinator
Fairfax County Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-3895

e. The license payment to Owner shall be forwarded to:

Accounts Payable Department
A.J. Dwoskin & Associates
9302 Lee Highway, Suite 300
Fairfax, Virginia 22031

3. a. As part of its continuing maintenance of the parking lot, Owner will continue to provide lighting, sweeping, and snow removal with respect to the Commuter Parking Area; provided, however, that this obligation shall be fulfilled consistent with Owner's existing practices and contractual obligations at the Center, and that no additional obligations are undertaken by Owner pursuant to this paragraph.

b. Owner agrees to provide the County with the use of the parking spaces covered by this License Agreement free and clear of all obstructions, and upon termination of this License Agreement or any extension of the term hereof, the county shall leave said parking spaces in good condition, normal wear and tear excepted. The county shall be permitted to inspect the parking spaces shown on Exhibit A and shall within five (5) days, advise Owner of the existence of any conditions that may be hazardous. After having been so notified by the County, Owner shall have fourteen (14) days in which to eliminate the hazardous condition or offer to the County alternative spaces on the subject property.

4. In cooperation with Owner, County shall provide appropriate signage (Attachment II) for the Center to direct commuters to the Commuter Parking Area (the location and installation of such signage to be subject to Owner's prior approval), and may install commuter parking signs in the Commuter Parking Area (subject to Owner's prior approval). County shall maintain any signage installed under this paragraph to Owner's reasonable satisfaction. County shall provide advance written notice to Owner of County's intention to install any signage in the Center, including the Commuter Parking Area.

5. County shall obtain and keep in force throughout the duration of this Agreement a Commercial General Liability Insurance policy in the limit of $2,000,000.00 per occurrence and in the aggregate. Claims, suits or actions brought on account of any injury or damage sustained to any person, or to the property of any person, while utilizing the Commuter Parking Area or as a direct result of utilizing the Commuter Parking Area, should be directed to:

Claims Manager, Risk Management
County of Fairfax
12000 Government Center Parkway, Suite 215
Fairfax, Virginia 22035-5511

The liability insurance policy shall name Owner and A.J. Dwoskin & Associates, Inc. as additional insureds and shall provide 45 days prior written notice of cancellation to Owner from the insurance company. It is expressly agreed that County does not indemnify or hold harmless Owner or A.J. Dwoskin & Associates for or against any claim brought by any party against Owner or A.J. Dwoskin & Associates.

6. Owner shall monitor and enforce all parking regulations concerning where and when parking shall be permitted in the Commuter Parking Area, consistent with this Agreement and Owner's general practices regarding parking in the Center. Parking by commuters in the Commuter Parking Area shall be permitted only in clearly identified spaces (consistent with paragraph 4 herein), between the hours of 5 a.m. and 8 p.m., Monday through Friday. These spaces shall be available for use by other visitors to the Center at all other times.

7. County shall be permitted to include the Center's Commuter Parking Area in promotional literature about commuter parking lots located in Fairfax County.

8. The parties agree that the Agreement shall be effective on the date that it is executed by all parties hereto, shall continue in force, and shall be binding upon the parties, their successors and assigns, and that the obligation to pay the license payments provided herein shall accrue on that date; provided, however, that either party shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. All notices under this Agreement shall be sent to the following addressees:

As to County:

Thomas P. Biesiadny, Director
Department of Transportation
4050 Legato Road, Suite 400
Fairfax, Virginia 22033-2895

As to Owner:

Michael T. Dean, Esq.
Springfield Plaza, Section II, L.L.C.
c/o A.J. Dwoskin & Associates
9302 Lee Highway, Suite 300
Fairfax, Virginia 22031

9. The County's covenants to make license payments (as provided in paragraph 2), to provide insurance (as provided in paragraph 5), to install and maintain signage (as provided in paragraph 4), and to fulfill any other financial obligation required by this Agreement are subject to annual appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, this Agreement shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under this Agreement beyond the amount appropriated for payment obligations under this Agreement. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend this Agreement into a fiscal year in which sufficient funds have not been appropriated.

10. Nothing in this Agreement shall be construed or interpreted as creating anything other than a license; that is, this agreement shall not be construed or interpreted as creating any other property rights at the location of the Center.

11. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of the parties to this Agreement.

12. Nothing in this Agreement shall be construed as giving any rights or benefits to anyone other than the parties to this Agreement.

13. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

14. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. This Agreement shall be governed and construed in all respects as between Owner and County, in accordance with the laws of the Commonwealth of Virginia, without regard to conflict of law principles. This Agreement is also subject to and conditioned upon compliance with all applicable state and local building codes and zoning requirements.

16. This Agreement shall not be construed as limiting or affecting the legal authorities of the parties, or as requiring the parties to perform beyond their respective legal authorities.

17. Nothing herein shall be construed by the parties or any third party as a waiver of the sovereign immunity of the County of Fairfax, and no provision of this Agreement shall be construed as giving any rights to any third party.

(Signature Page Follows)

WITNESS:

OWNER:

SPRINGFIELD PLAZA, SECTION II, L.L.C.
a Delaware limited liability company

By: SPRINGFIELD PLAZA, SECTION II,
LIMITED PARTNERSHIP,
Member

_____

By: _____(Seal)
Albert J. Dwoskin, General Partner

WITNESS:

COUNTY:

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, a body politic

_____

By:_____(Seal)
Edward L. Long Jr.
County Executive
Authorized Agent

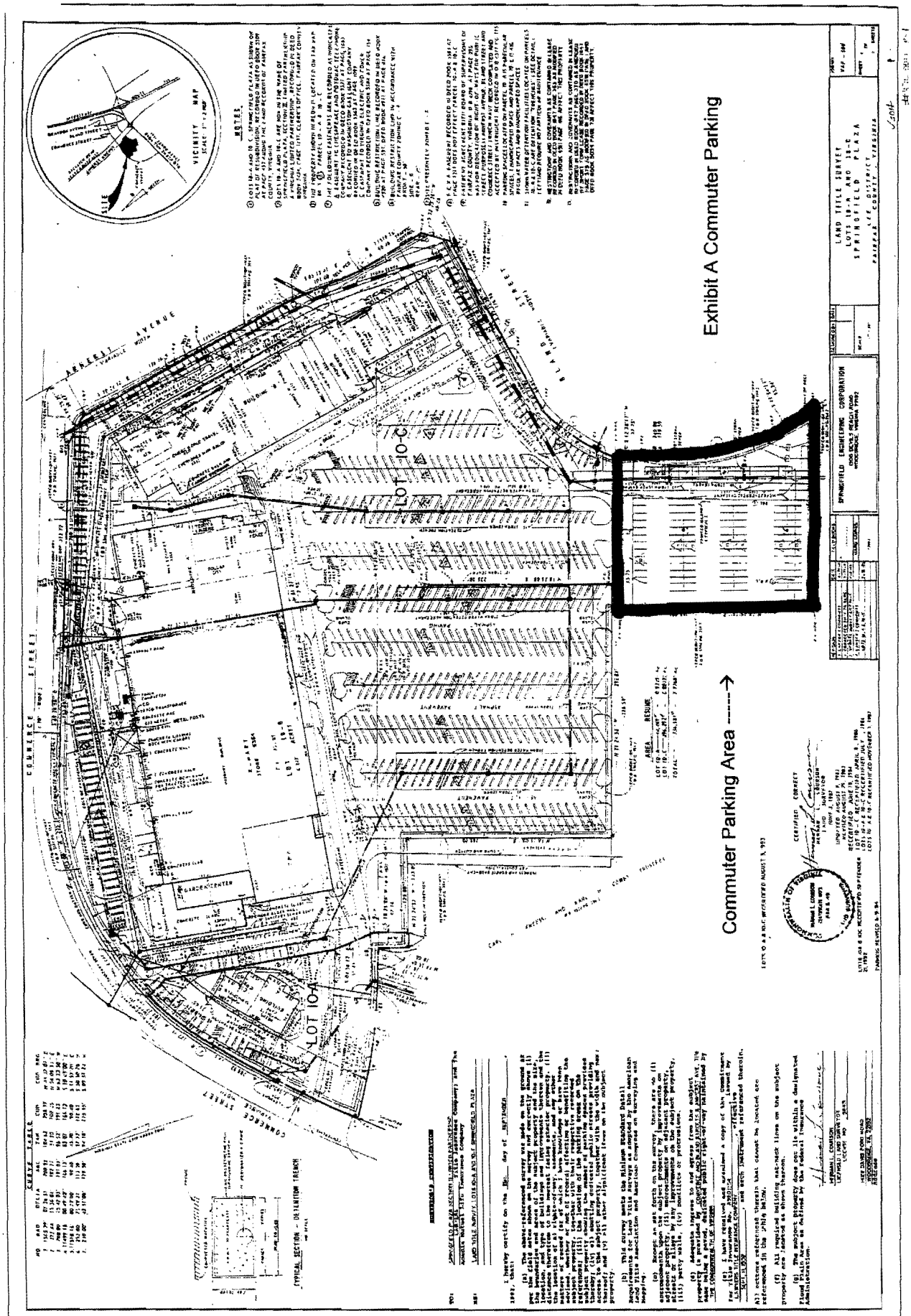
Exhibit A Commuter Parking
Commuter Parking Area
LOT 10-C
LOT 10-A
LAND TITLE SURVEY
LOTS 10-A AND 10-C
SPRINGFIELD PLAZA
FAIRFAX COUNTY, VIRGINIA
SPRINGFIELD ENGINEERING CORPORATION
COMMERCE STREET
AERKEN AVENUE
VICINITY MAP
NOTES

Commuter Parking Sign

[18"x 24" Aluminum]

Blue background of Engineering
Grade Reflective Covering;
Silver Reflective Lettering

Mon.--Fri.

5:00 AM – 8:00 PM

Blue Spaces
Only

If Towed Call

(703) 691-2131

Board Agenda Item
September 11, 2012

ACTION - 6

Endorsement of Rolling Road Loop Ramp Widening at Fairfax County Parkway, Franconia-Springfield Parkway, and Rolling Road (Lee District)

ISSUE:
Board endorsement of Virginia Department of Transportation (VDOT) Interchange Improvements at Fairfax County Parkway, Franconia-Springfield Parkway, and Rolling Road.

RECOMMENDATION:
The County Executive recommends that the Board endorse the design plans for the Rolling Road Loop Ramp project, generally as presented at the Design Public Meeting on July 18, 2012, with the following conditions:

- The objective of the project is to add a second lane to the existing loop ramp and replace the existing signal with a safer, high-volume connection between the Fairfax County Parkway and Rolling Road. This supports the Board's vision for the safe, efficient, and effective movement of people and goods within Fairfax County.

- Noise impacts from the proposed interchange modifications and other planned improvements in the area need to be fully evaluated and mitigation measures considered for funding by VDOT. The lack of noise mitigation along the ramps, as well as along segments of the Fairfax County Parkway, has been a serious long-term community concern. Where feasible, noise mitigation measures should be installed as an early phase of construction of projects on these facilities to minimize adverse noise, visual, and safety impacts on surrounding neighborhoods during and after construction.

- The impacts of the proposed ramps on the aesthetics of the areas surrounding the interchange need to be considered. In particular, the Board is concerned whether the new retaining walls for the ramp will be visible from adjacent residential neighborhoods. It would be helpful to have a graphic prepared which would depict the visual impacts of the retaining wall surrounding the widened ramp from the adjacent residential neighborhoods.

- Plans to manage stormwater runoff, including sediment and erosion control, outfall treatments, and necessary easements, should be coordinated with the Fairfax County Department of Public Works and Environmental Services, Stormwater Planning Division. In particular, Fairfax County wants to ensure that areas of known existing storm water management concerns and stream degradation adjacent to the project are given careful treatment and adequate stabilization during and at the completion of construction. It is desirable that planned stormwater management facilities and areas identified on

preliminary road plans be optimized where possible to help alleviate existing and future stormwater impacts due to the roadways. The County requests the opportunity to review the portions of the construction plans dealing with stormwater and erosion and sedimentation control and will provide comments on these elements on a priority basis within VDOT's established review timeframes and provide collaborative opportunities for implementation of watershed capital improvement projects.

TIMING:
Board action is requested on September 11, 2012, in order to finalize design approval and proceed with the Design-Build procurement process.

BACKGROUND:
Between January 2011 and September 2011, the National Geospatial Intelligence Agency relocated 8,500 Department of Defense employees to the new building at the Fort Belvoir North Area along the Fairfax County Parkway as recommended by the 2005 Base Realignment and Closure (BRAC) Commission. Many of these employees travel to points west and north in the afternoon, using the Fairfax County Parkway. As the population at NGA increased, so did congestion at the ramp to northbound Fairfax County Parkway at its interchange with Franconia-Springfield Parkway and Rolling Road. To help accommodate the surge in traffic, VDOT will construct an additional lane on this ramp, and a fourth auxiliary lane on northbound Fairfax County Parkway that extends to the Stream Way intersection. To access the ramp, there will be a signalized dual turn lane from Rolling Road.

The Franconia-Springfield Parkway three-lane roadway section approaching the interchange from the east will drop one lane at the Rolling Road exit ramp. This will provide two lanes continuing north/west along the Fairfax County Parkway. The Fairfax County Parkway will gain two lanes at the two-lane loop ramp merge, providing four lanes in this section of the Fairfax County Parkway. The fourth lane will extend to and end at the intersection of Stream Way. The third lane will continue to the Gambrill Road Interchange as it does today.

Other proposed improvements include retaining walls and a paved shoulder along with a concrete median.

Public Hearing Comments
A public hearing was held on July 18, 2012, from 6:30 - 8:30 p.m. Approximately 27 people attended the public hearing, and a total of seven written comments were submitted. Of the comments received, five supported the project and two were opposed.

The following represents a summary of the major concerns expressed at the public hearing for the project:

1. A strong majority supported a project
2. One commented that there should be flyover connecting Parkway lanes.
3. One comment was about the sight distance from SB Rolling Road into WB Loop.

Project Cost and Schedule
The Interchange Modification Report and preliminary design was funded with a grant from the Department of Defense, Office of Economic Adjustment (OEA) to VDOT. The design-build project (final design, right-of-way acquisition and construction), valued at $14 million, is funded with VDOT Six-Year Program funds.

The latest schedule is:
CTB approval – December 2013
Design/build Contract Execution – January 2014
Begin Construction – February 2014
Complete Construction – May 2016

FISCAL IMPACT:
No County funds are required for this project. The project is entirely funded by DoD and VDOT funds. The total project cost is estimated at $14 million.

ENCLOSED DOCUMENTS:
Attachment I: Letter for Signature by Tom Biesiadny, Board Endorsement of Rolling Loop Ramp Widening at Fairfax County Parkway, Franconia-Springfield Parkway, and Rolling Road

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Mark Canale, Chief, Dulles Corridor Rapid Transit Special Projects Division, FCDOT
Karyn L. Moreland, Acting Chief, Capital Projects Section, FCDOT
Laura F. Miller, BRAC Coordinator, FCDOT

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Attachment I

V I R G I N I A

September 12, 2012

Mr. Garrett Moore
Northern Virginia District Administrator
Virginia Department of Transportation
4975 Alliance Drive
Fairfax, Virginia 22033

SUBJECT: Board Endorsement of Rolling Road Loop Ramp Widening at Fairfax County Parkway, Franconia-Springfield Parkway, and Rolling Road; VDOT Project #7100-029-947, PE101

Dear Mr. Moore:

At its meeting on September 11, 2012, the Fairfax County Board of Supervisors approved a motion to endorse the design plans to add a second lane to the existing one-lane loop ramp at the interchange of the Fairfax County Parkway, Franconia-Springfield Parkway, and Rolling Road as presented at the July 18, 2012, public hearing, with the following conditions:

- Noise impacts from the proposed interchange modifications and other planned improvements in the area need to be fully evaluated and mitigation measures considered for funding by VDOT. The lack of noise mitigation along the ramps, as well as along segments of the Fairfax County Parkway, has been a serious long-term community concern. Where feasible, noise mitigation measures should be installed as an early phase of construction of projects on these facilities to minimize adverse noise, visual, and safety impacts on surrounding neighborhoods during and after construction.

- The impacts of the proposed ramps on the aesthetics of the areas surrounding the interchange need to be considered. In particular, the Board is concerned whether the new retaining walls for the ramp will be visible from adjacent residential neighborhoods. It would be helpful to have a graphic prepared which would depict the visual impacts of the retaining wall surrounding the widened ramp from the adjacent residential neighborhoods.

- Plans to manage stormwater runoff, including sediment and erosion control, outfall treatments, and necessary easements, should be coordinated with the Fairfax County Department of Public Works and Environmental Services, Stormwater Planning Division. In particular, Fairfax County wants to ensure that areas of known existing storm water management concerns and stream degradation adjacent to the project are given careful treatment and adequate stabilization during and at the completion of construction. It is desirable that planned stormwater management facilities and areas identified on preliminary road plans be optimized where possible to help alleviate existing and future stormwater impacts due to the roadways. The County requests the opportunity to review the portions of the construction plans dealing with stormwater and erosion and sedimentation control and will provide comments on these elements on a priority basis within VDOT's established review timeframes and provide collaborative opportunities for implementation of watershed capital improvement projects.

If you have any questions on this project, please call Tad Borkowski at 703-877-5757.

Sincerely,

Tom Biesiadny
Director

Attachments

cc: Members, Fairfax County Board of Supervisors
Edward Long, County Executive
Robert A. Stalzer, Deputy County Executive
Catherine Chianese, Assistant County Executive
Douglas Miller, Acting NOVA District Preliminary Engineering Manager, Virginia Department of Transportation
Nassre Obeed, Location and Design, VDOT
Karyn Moreland, Acting Chief, Capital Projects Division, FCDOT
Laura Miller, BRAC Coordinator, FCDOT
Tad Borkowski, FCDOT

Board Agenda Item
September 11, 2012

ACTION - 7

Endorsement of U.S. Route 1 (Richmond Highway) Widening Preferred Alternative (Revised) Between Belvoir Road and Mount Vernon Memorial Highway (Mount Vernon District)

ISSUE:
Board endorsement of preferred alternative (revised), which will widen the roadway in place between Telegraph Road and Belvoir Road, and realign the roadway between Belvoir Road and Mount Vernon Memorial Highway through the Woodlawn Historic District. A description and exhibit showing the preferred alternative (revised) is included as Attachments IV and V.

RECOMMENDATION:
The County Executive recommends that the Board endorse Alternative B Revised, presented in the decision document prepared in accordance with the National Environmental Policy Act (NEPA) by the Federal Highway Administration (FHWA) –Eastern Federal Lands Division, which widens the roadway in place between Telegraph Road and Belvoir Road, and realigns the roadway between Belvoir Road and Mount Vernon Memorial Highway through the Woodlawn Historic District.

TIMING:
Board action is requested on September 11, 2012, because: a) the funding for design and construction of the project has been approved and transferred to FHWA, b) the Fort Belvoir Community Hospital is already constructed, and c) the Base Realignment and Closure (BRAC) Commission moves to Fort Belvoir are essentially complete, traffic on Route 1 has already increased, and the need for the project is established. Therefore, several concurrent activities are underway. Board action on September 11, 2012, will aid in keeping the project on schedule.

BACKGROUND:
In June 2011, the County was successful in securing federal funding in the amount of $180 million for transportation improvements to improve patient access to the new Fort Belvoir Community Hospital which was constructed as one of the recommendations of BRAC 2005. Fairfax County has delegated administration of the project to the FHWA to design and construct U.S. Route 1 from the intersection of Telegraph Road north through Fort Belvoir to the intersection of new Mulligan Road (Old Mill Road) with U.S. Route 1 and Mount Vernon Memorial Highway. The project totals 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.

For the majority of the project, from Telegraph Road to Belvoir Road, the widening will be constructed along the existing alignment, shifting from one side to the other as necessary to avoid direct impacts to the Pohick Episcopal Church (historic), the Inlet Cove Community, the Accotink Wildlife Refuge, the Fairfax County Accotink Pumping Station, the Eleanor Kennedy Homeless Shelter (historic building), recent infrastructure improvements made by Fort Belvoir at Pohick Road (Tulley Gate), Belvoir Road (Pence Gate), and the new Gunston Road Bridge crossing U.S. Route 1, among other historical and archaeological constraints. All of these sites are documented in the NEPA Environmental Assessment, National Historic Preservation Act Section 106 Evaluation, and the Department of Transportation Act of 1966, Section 4(f) Evaluation. Widening for turn lanes on Route 1 also requires widening on Telegraph Road between Route 1 and the intersection of Whernside Street and Lyndham Hill Drive, which will occur along the existing alignment, mostly within the existing right-of-way.

At the north end of the project, the roadway passes through the Woodlawn Historic District and requires compliance with the National Historic Preservation Act Section 106 ("Section 106") and the Department of Transportation Act Section 4(f) ("4(f)"), which require planning to minimize impact to the historic district. The historic district includes property owned by the National Trust for Historic Preservation ("Trust"), the Alexandria Monthly Meeting of the Religious Society of Friends Quaker Meeting House ("Friends"), and the Woodlawn Baptist Church and Cemetery ("Church").

In the Environmental Assessment issued on June 1, 2012, FHWA presented its Preferred Alternative, Alternative B, the "Southern Bypass". This alternative realigns Route 1 from its current alignment between Belvoir Road and Mulligan Road / Mount Vernon Memorial Highway, swinging the roadway to the east through the property owned by the Trust and leased through 2016 by Woodlawn Stables, then reconnecting to the existing alignment at the intersection of Mulligan Road and Mount Vernon Memorial Highway. This alternative was developed to comply with 4(f), which states that if there is a feasible and prudent alternative that completely avoids 4(f) properties, it must be selected, and that if there is no feasible and prudent alternative that avoids all 4(f) properties, FHWA must initiate all planning to minimize harm to the impacted 4(f) properties. Alternative B minimizes harm to the district by a) protecting all but one of the historic structures (the Otis Mason House, which will be relocated), b) avoiding impact to the historic cemetery, c) moving the noise, visual and air quality impacts associated with the road further from the Woodlawn Mansion and the Friends, and d) vastly improving the efficacy and safety of access to the properties within the district. Unfortunately, the alternative did impact the non-historic stable operation by requiring relocation of the indoor area (a modern building), and by separating the pastures from the buildings, which were connected in the proposal by an equestrian tunnel.

During the public comment period (June 1, 2012 – July 7, 2012), many comments were received expressing concern with the preferred alternative. Those comments are summarized later in this document. In response to comments, and working cooperatively with many stakeholders including property owners, business owners, business patrons, elected officials, and agencies involved in historic and environmental preservation at the local, state and federal levels, FHWA, Fairfax County staff, VDOT, and the Army developed Alternative B Revised that relocates the barn and the indoor arena (both modern buildings) to the same side of the realigned roadway as the pastures, eliminating the need for an equestrian connection under Route 1. The alternative still proposes an equipment underpass that connects the properties. Alternative B Revised minimizes impact to historic, environmental and cultural resources and, in addition to the benefits previously listed for Alternative B, this revised alternative ensures that the Woodlawn Stables can continue operations during and after the roadway widening and realignment. This revised alternative is presented in the decision document prepared by FHWA and has been endorsed by the Trust. In addition, many stakeholders have acknowledged the benefits of the Alternative B Revised and have committed to continue working through detailed design issues as the project moves forward.

Public Information Meeting Comments

A public information meeting was held on June 5, 2012 from 6:30-8:30 p.m. Approximately 500 people attended the public information meeting, and a total of 281 comments were submitted.

Public Comments

- 180 comment sheets were submitted – 99 at the public meeting and 81 via mail or email
- 9 comments were taken by the court reporters at the public meeting
- 92 narrative comments were submitted – 4 at the public meeting and 88 via mail or email
- Of the Public Comments submitted:
    - 27 prefer Alternative A (No-Build)
    - 15 prefer Alternative B (Southern Bypass)
    - 105 prefer Alternative C (Widen in Place)
    - 35 prefer Alternative C (Widen in Place on the National Historic Landmark)
    - Several other comments were made on a variety of topics including cost; noise impacts; air quality impacts; storm water management; visual impacts; need for an expert in equestrian issues; lack of improvements elsewhere on Route 1; not to impact the cemetery; not to impact the National Historic Landmark; and, not to impact the Woodlawn Stables, among others. The comments are part of the public record and are available on FHWA's website.

Agencies / Organizations

- Several agencies and organizations submitted formal comments or positions on the project including regulatory agencies, landowners within the project limits, equestrian groups, cemetery preservation groups, homeowners associations near the project, and civic associations. Comments from these groups also helped inform the development of the revisions to the preferred alternative.

Project Schedule

Current Target Schedule for the project is as follows:

Complete NEPA/106/4(f) Process	End of September 2012
Issue RFP for Design-Build Contract	October 2012
Award Design-Build Contract	Early 2013
Start Construction	Mid 2013
Complete Construction	Mid 2016

FISCAL IMPACT:

On July 13, 2009, the Board approved $3 million in County commercial and industrial property tax for transportation 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 for transportation 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 (DoD) 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 local matching funds are required for this $180 million award.
On June 15, 2012, Fairfax County submitted a formal application for funding in the amount of $180 million from OEA. Funding was approved by DoD on July 16, 2012, and was transferred directly from DoD to FHWA under a separate federal interagency agreement. FHWA will administer the project. As specified in the Memorandum of Agreement (MOA) between the County, FHWA, VDOT and Army, 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.

No additional funding is required from Fairfax County, unless the project exceeds the available funding. In that case, Fairfax County is required through the MOA to work with FHWA, VDOT and the Army to either reduce scope, or secure additional funding to complete the project.

ENCLOSED DOCUMENTS:
Attachment 1: Project Brochure
Attachment 2: Letter to FHWA Endorsing Alternative B Revised
Attachment 3: Plan and Profile Sheets (6) showing Alternative B
Attachment 4: Plan Sheet (1) showing Widen-in-Place (yellow), Alternative B (green) and Alternative B Revised (blue)
Attachment 5: Plan Sheet showing Alternative B Revised with Horse Farm

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Mark G. Canale, Chief, Dulles Corridor Rapid Transit Special Projects Division, FCDOT
Laura F. Miller, BRAC Coordinator, Special Projects Division, FCDOT

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ROUTE 1 IMPROVEMENTS AT FORT BELVOIR

June 5, 2012

PUBLIC INFORMATION MEETING

WELCOME!

PROJECT OVERVIEW

The Federal Highway Administration, in cooperation with the U.S. Army Garrison Fort Belvoir, Fairfax County, and the Virginia Department of Transportation (VDOT), is completing studies for improvements to Route 1 in Fairfax County between Telegraph Road and Mount Vernon Memorial Highway. The following tasks were conducted as part of the study:

- Characterized existing conditions in the study area and identified transportation problems and needs. An extensive traffic count program was conducted to evaluate existing operations and traffic forecasts were prepared for the design year of 2040 to assess future conditions.
- Identified and evaluated the effectiveness of alternatives to improve mobility, capacity, safety, and other travel conditions on Route 1 within the study limits.
- Studied the impacts of alternatives on human, historic, and natural resources.
- Complied with the National Environmental Policy Act (NEPA) and other regulatory programs, such as the National Historic Preservation Act.

PURPOSE AND NEED

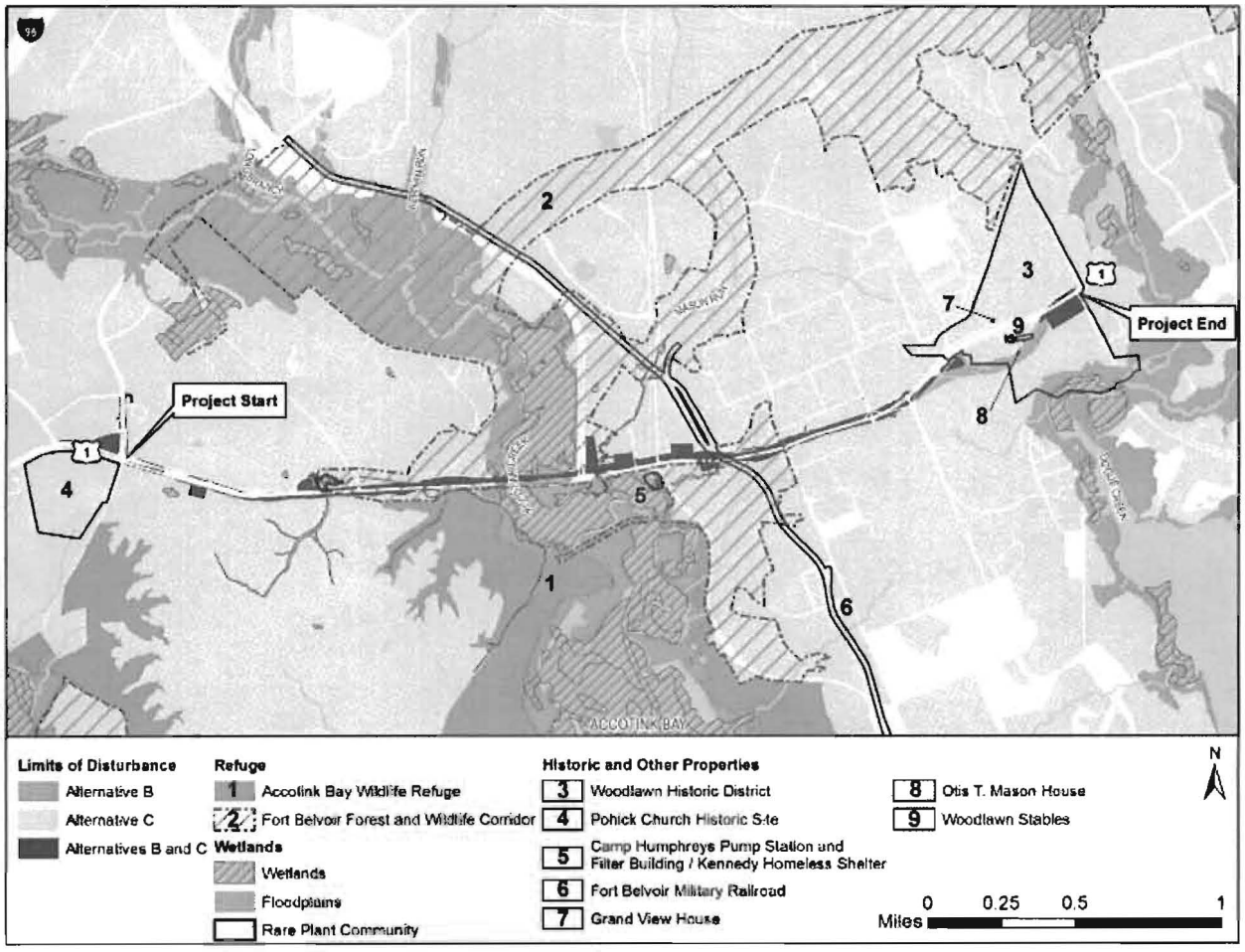
Purpose:

- The purpose of the project is to address traffic capacity deficiencies on Route 1 within the study limits.

Need:

- The project will address:
  - ☐ Inability of existing roadway to accommodate current and forecasted traffic demand
    - Inadequate accommodations for high turning movement volumes (e.g., between Fairfax County Parkway and Pohick Road/Tulley Gate)
    - Conflicts between through and turning traffic (into property entrances, intersecting streets)
  - ☐ Physical and geometric deficiencies of existing roadway
    - Deficient geometry (e.g., narrow lanes, short turn lanes)
    - Lack of pedestrian and bicycle facilities
    - Safety concerns (e.g., pedestrian/ bicyclist access, lack of shoulders)

ENVIRONMENTAL RESOURCES WITHIN STUDY AREA



SUMMARY OF ENVIRONMENTAL IMPACTS

Environmental consequences are reported in the EA for the No-Build Alternative (Alternative A) and Build Alternatives B and C within the study area, which includes the lands adjacent to Route 1 and the intersecting roadways where they cross Route 1 as well as the lands just north and south of the project limits. The table below quantifies the impacts within the construction impact zone, and some of these resources are shown in the adjacent figure.

Summary of Impacts

Category	Alternative A (No-Build)	Alternative B (Southern Bypass)	Alternative C (Widen Existing)
Section 4(f) Property Use (number of properties involved) (4(f) properties include historic properties, wildlife refuges, and public parks and recreation areas, which receive special protection under the Department of Transportation Act of 1966)	0	4	4
Total Section 4(f) Property Use (acres)	0	33	37
Woodlawn Plantation National Historic Landmark (part of Woodlawn Historic District) (acres) (acreage here is included in total for Woodlawn Historic District)	0	0.6	3.9
Woodlawn Historic District (acres) (includes Woodlawn Plantation National Historic Landmark Parcel)	0	9	13
Fort Belvoir Military Railroad (acres)	0	1	1
Fort Belvoir Forest and Wildlife Corridor (acres)	0	23	23
Accotink Bay Wildlife Refuge (acres)	0	0.1	0.1
Cemeteries Displaced (Woodlawn Baptist Church Cemetery)	0	0	1 ~ 100 graves
Total Area within Limits of Disturbance (LOD) (acres)	0	109	111
Total Length of Project (miles)	0	4	4
Total New Disturbed Area (excluding existing asphalt) (acres)	0	75	75
Homes Displaced	0	1	1
Apartment Buildings Displaced	0	4	4
Businesses Displaced	0	13	13
Schools Displaced	0	0	0
Religious Facilities Displaced	0	0	0
Other Community Facilities (rescue squads, fire stations, etc.) Displaced	0	0	0
Public Parks and Recreational Resources	0	0	0
Historic Properties within Area of Potential Effects (number of properties)	0	7	7
Estimated Length of Streams Impacted (linear feet)	0	~1,500	~1,500
Estimated Wetlands Displaced (acres)	0	3	3
Floodplains Crossed (acres)	0	5	5
Resource Protection Areas (acres)	0	13	13
Noise Impacts (number of noise sensitive sites impacted)	0	41	41
Hazardous Material Sites Impacted (number of mapped sites)	0	6	6
Forest (acres)	0	8	5
Prime and Unique Farmland Soils (acres) (as defined under Farmland Protection Policy Act, may not necessarily be under active farming)	0	38	35

RELATED INFORMATION

Transit is an important component of overall transportation improvements in the Route 1 corridor and while provisions are being made to accommodate future transit, transit itself is not part of this project. For further information on Fairfax County's Countywide Transit Network Study, go to http://www.fairfaxcounty.gov/fcdot/2050transitstudy.

PROJECT SCHEDULE

Project Scoping	Complete
Data Collection	Complete
Alternatives Development / Citizen Information Meeting	Complete
Environmental Assessment / Citizen Information Meeting	WE ARE HERE
Final Decision on the Environmental Assessment by FHWA	Summer 2012

NEXT STEPS

- Study team review of public comments.
- Revision of EA, as appropriate, to reflect changes or new information resulting from comments received on the EA.
- FHWA Decision.

THANK YOU

Thank you for taking the time to review the materials presented at this public meeting. Your comments are valuable and greatly appreciated. FHWA will carefully consider all comments received at this meeting and during the comment period.

You may leave your comments in the box provided at tonight's meeting. You may also record your comments orally at the designated recording station.

If you are not ready to provide your comments tonight, written comments must be postmarked or sent electronically **no later than July 6, 2012**:

By Mail: Mr. Jack Van Dop
Environmental Specialist
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, VA 20166

By E-mail: Jack.VanDop@dot.gov

FOR PROJECT UPDATES

Please visit FHWA's website, http://www.efl.fhwa.dot.gov/projects/environment.aspx, or contact one of our project team members:

Jack Van Dop at Jack.VanDop@dot.gov

Ryan Kimberley at Ryan.Kimberley@dot.gov

FHWA ensures non-discrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. For further information, contact: FHWA, Office of Civil Rights, 1200 New Jersey Avenue, SE, 8th Floor, E81-314, Washington, DC 20590 or telephone (202) 366-0693 or CivilRights.FHWA@fhwa.dot.gov

DRAFT

County of Fairfax, Virginia

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

Attachment II

September 11, 2012

Mr. Jack Van Dop
Senior Technical Specialist
Eastern Federal Lands Division
Federal Highway Administration
21400 Ridgetop Circle
Sterling, Virginia 20166

Re: Endorsement of U.S. Route 1 Widening, Alternative B Revised

Dear Mr. Van Dop:

On September 11, 2012, the Fairfax County Board of Supervisors endorsed Alternative B Revised, which widens U. S. Route 1 (Richmond Highway) in place between Telegraph Road and Belvoir Road, and realigns the roadway between Belvoir Road and Mount Vernon Memorial Highway. This Alternative is presented in the Environmental Assessment and decision document prepared in accordance with the National Environmental Policy Act (NEPA) by the Federal Highway Administration – Eastern Federal Lands Division (FHWA).

The public review of this project in June 2012 resulted in significant public involvement, with many comments submitted by citizens, elected officials, and agencies. Comments received during the public comment period resulted in revisions to the Preferred Alternative B (Southern Bypass) presented in the Environmental Assessment that address many of the concerns raised by commenters. Alternative B Revised provides a balanced approach to the project, taking into account the many competing interests within the project limits including protection and preservation of historic and cultural resources, ability to maintain existing uses within the corridor, and provision of additional capacity along the corridor for both vehicles and transit to improve traffic conditions for current and future commuters and patients to the new Fort Belvoir Community Hospital.

As planned, Eastern Federal Lands Division (FHWA-EFLD) will continue to administer this project as a Design-Build project in cooperation with FCDOT, VDOT, and Fort Belvoir as was the approach with the 2010 completion of the Fairfax County Parkway through Fort Belvoir North Area.

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

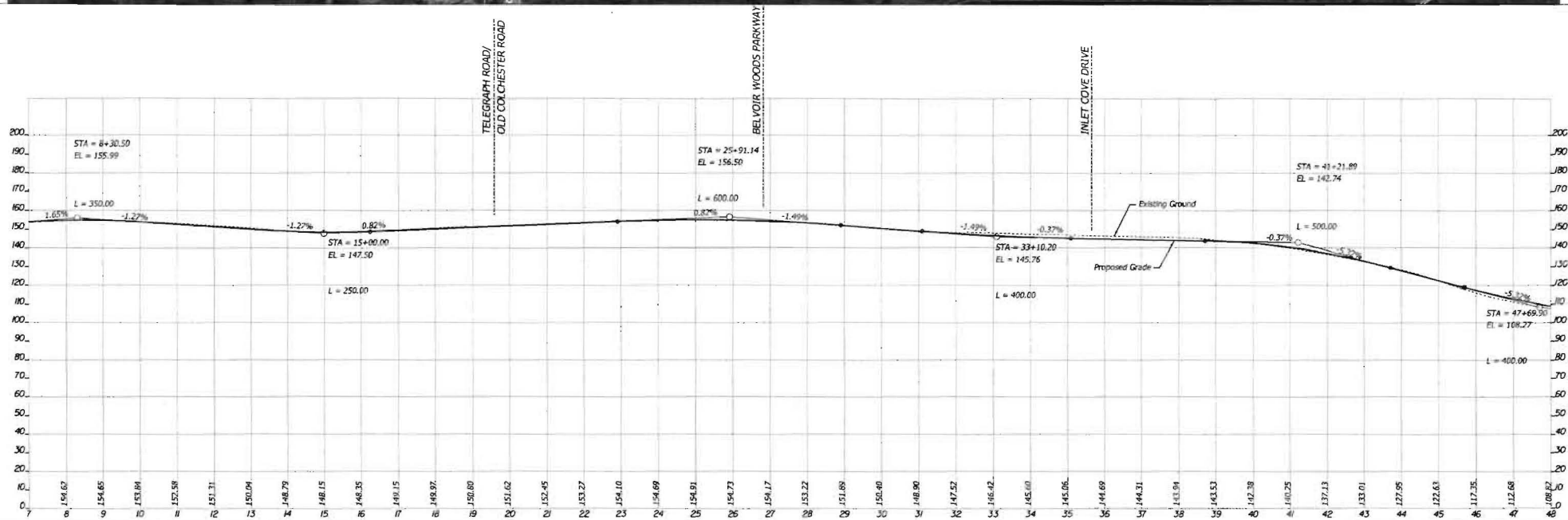
FCDOT Serving Fairfax County for 30 Years and More

If you have any questions or need additional information, please contact Laura Miller at (703) 877-5686.

Sincerely,

Tom Biesiadny
Director

Cc: Members, Fairfax County Board of Supervisors
Edward L. Long Jr., County Executive
Catherine Chianese, Assistant County Executive
Robert A. Stalzer, Deputy County Executive
Robert Morris, FHWA-EFLD
Tom Fahrney, VDOT BRAC
Mark Canale, FCDOT Special Projects Division
Laura Miller, FCDOT BRAC

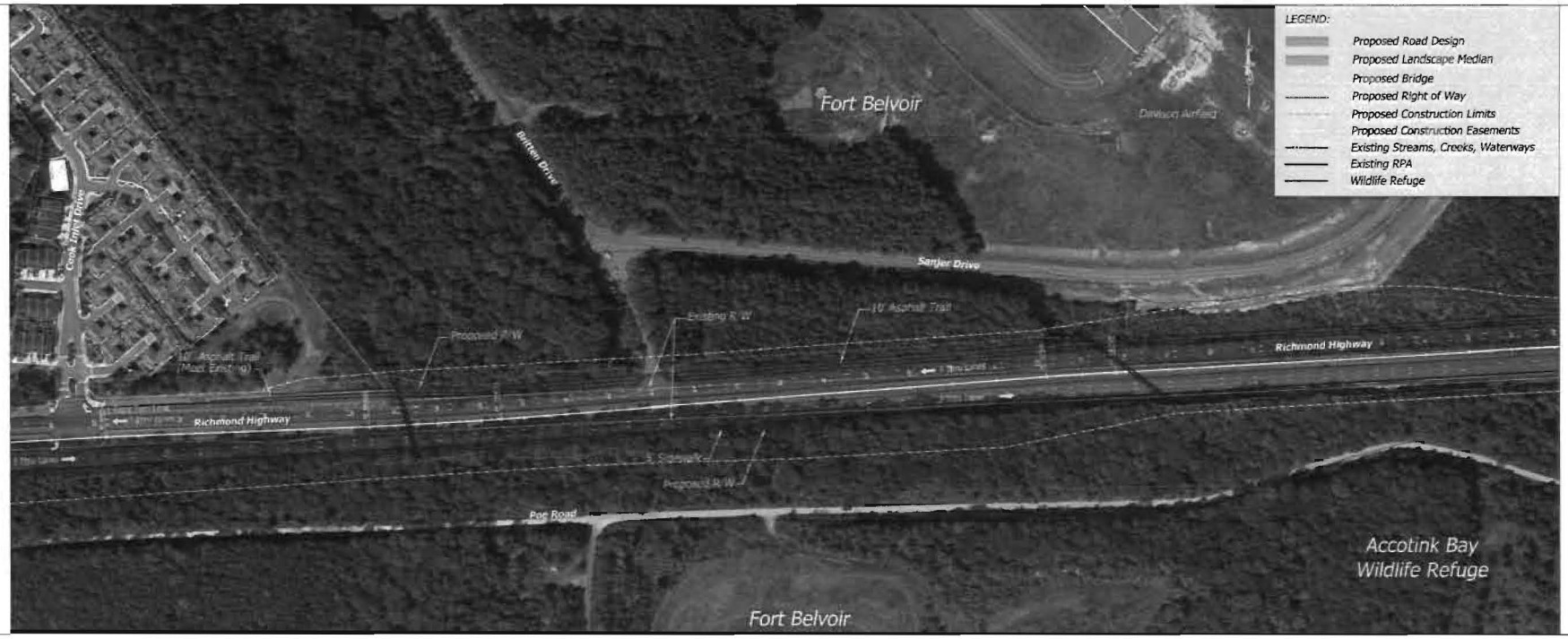


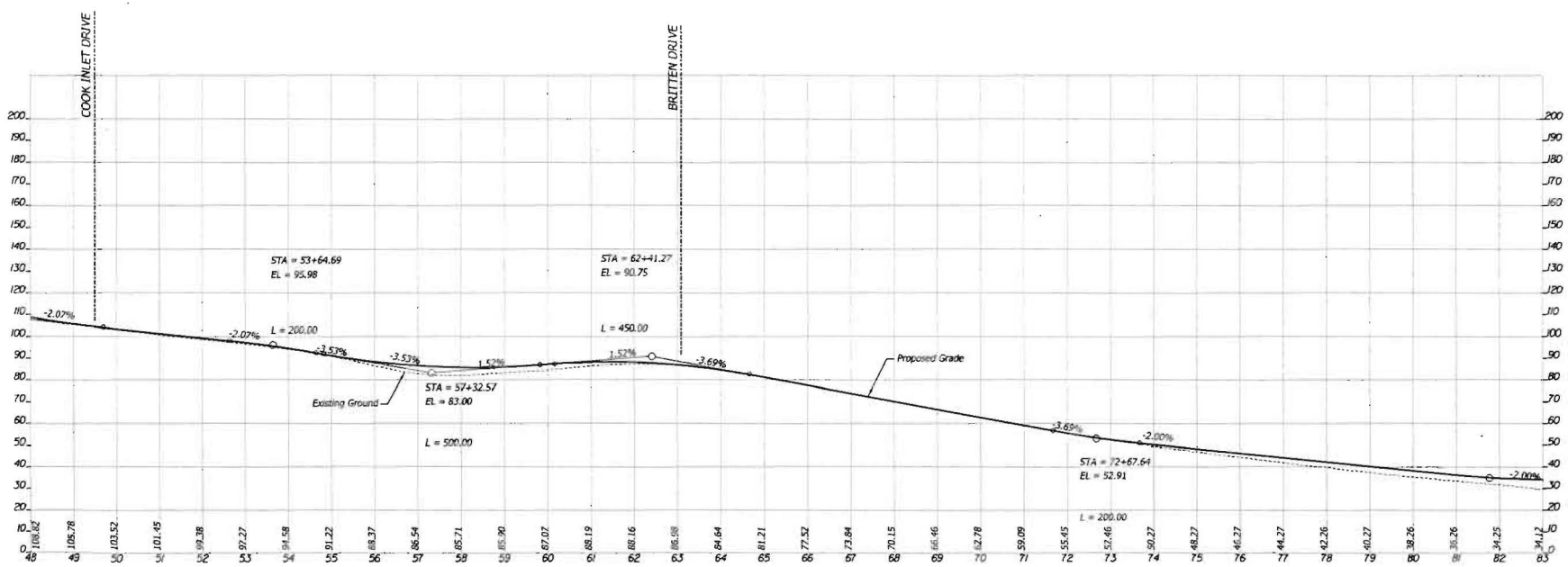
RICHMOND HIGHWAY (U.S. ROUTE 1)
TELEGRAPH ROAD TO MULLIGAN ROAD - PLAN AND PROFILE

ALTERNATIVE B - SHEET 1

JUNE 5, 2012

SCALE: 1"=100'



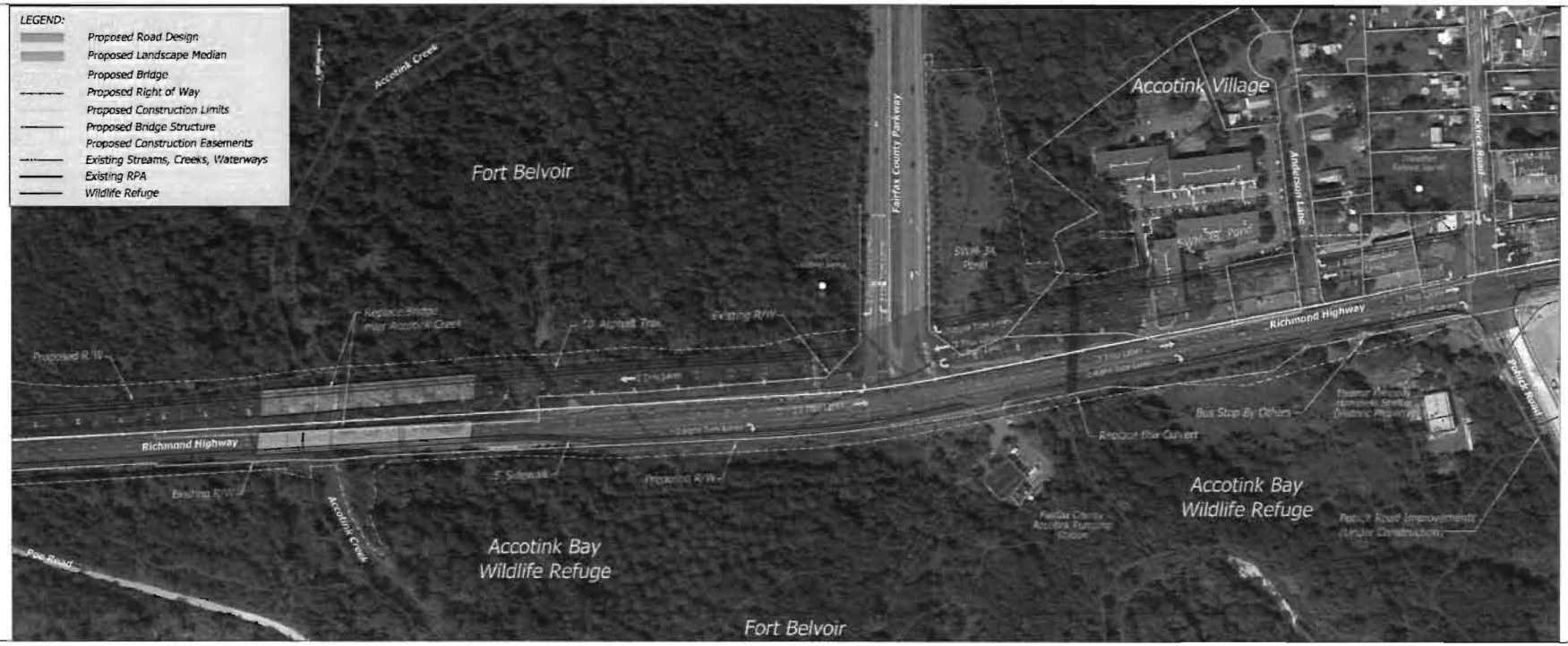


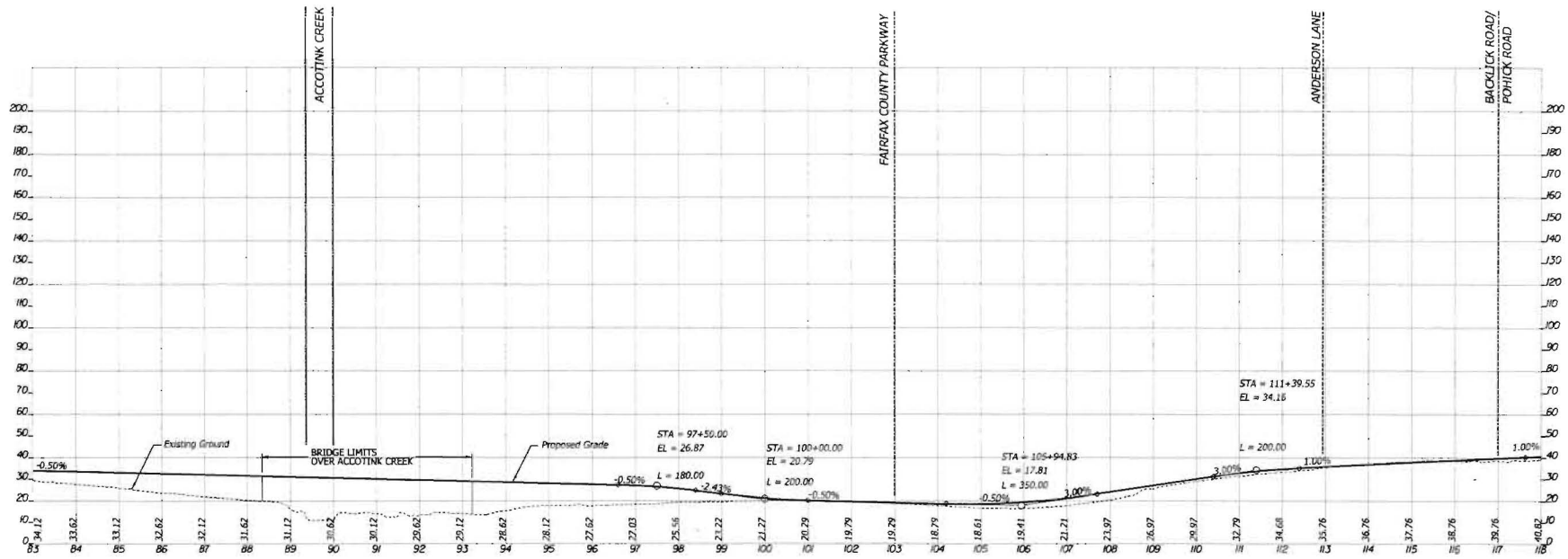
RICHMOND HIGHWAY (U.S. ROUTE 1)
TELEGRAPH ROAD TO MULLIGAN ROAD - PLAN AND PROFILE

ALTERNATIVE B - SHEET 2

JUNE 5, 2012

SCALE: 1"=100'



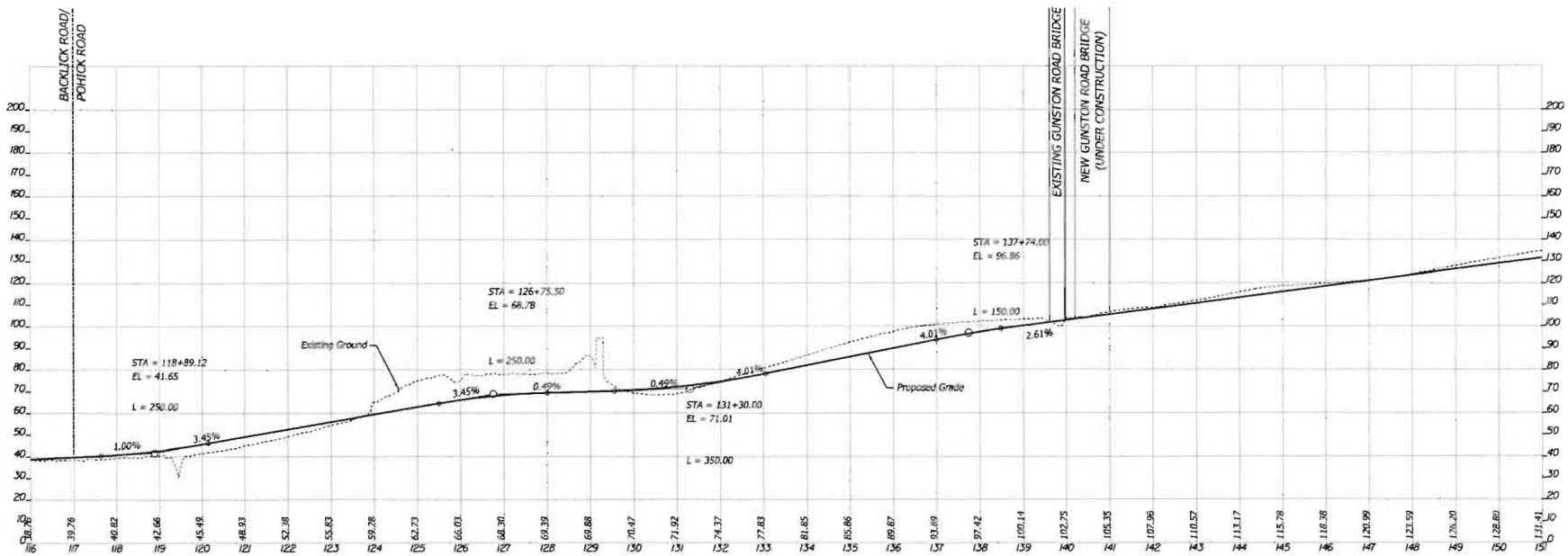


RICHMOND HIGHWAY (U.S. ROUTE 1)
TELEGRAPH ROAD TO MULLIGAN ROAD - PLAN AND PROFILE

ALTERNATIVE B - SHEET 3

JUNE 5, 2012

SCALE: 1"=100'

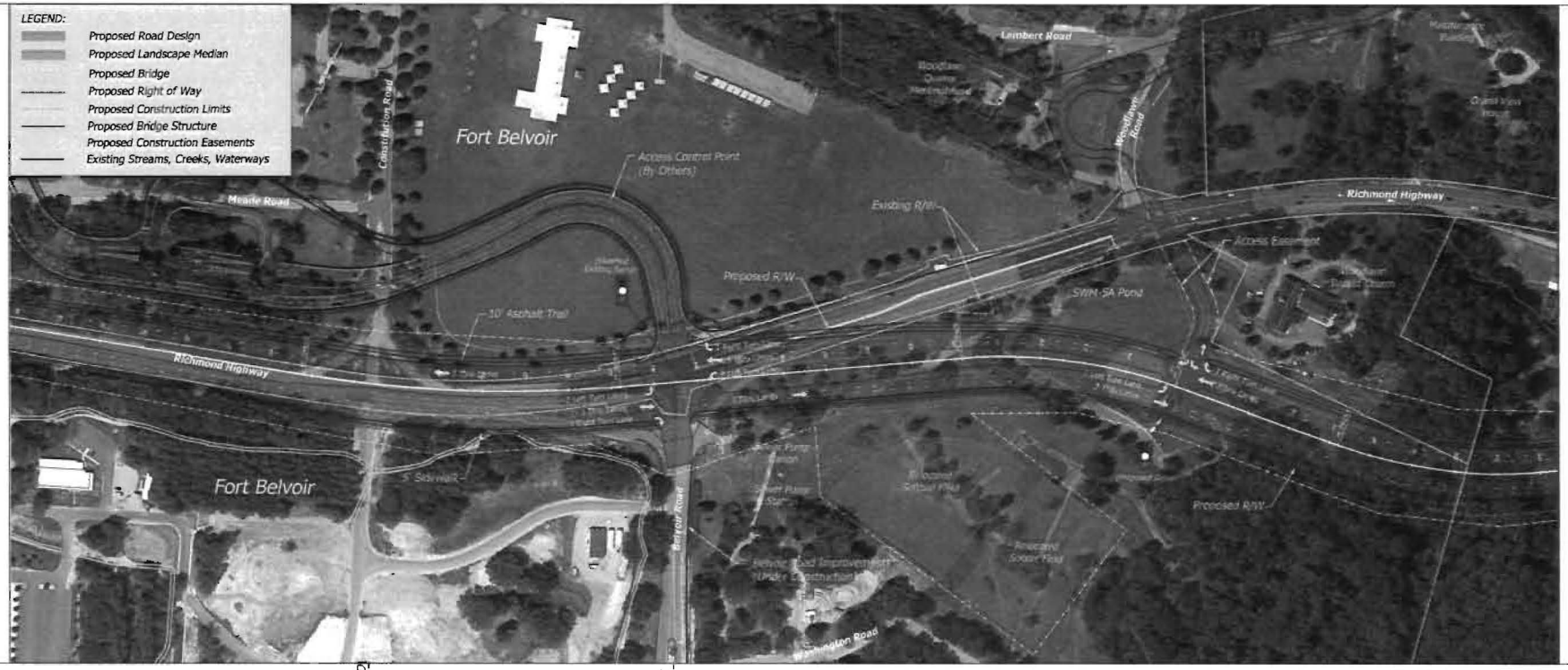


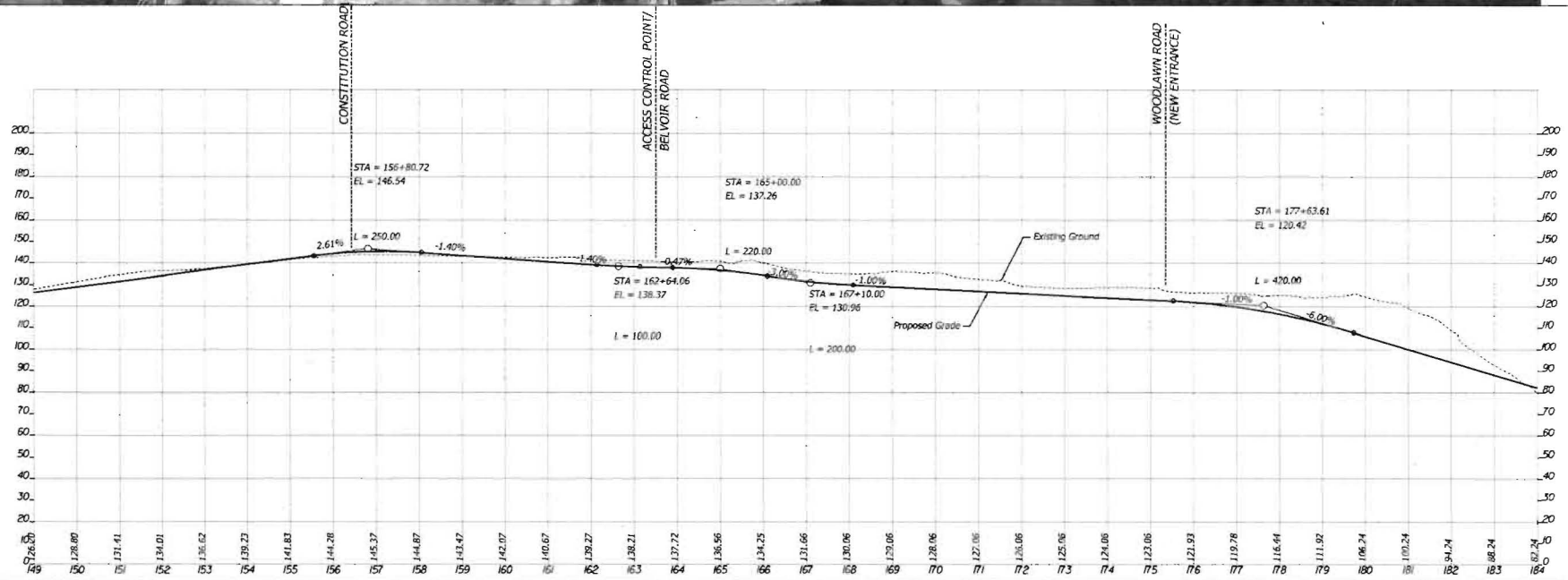
RICHMOND HIGHWAY (U.S. ROUTE 1)
TELEGRAPH ROAD TO MULLIGAN ROAD - PLAN AND PROFILE

ALTERNATIVE B - SHEET 4

JUNE 5, 2012

SCALE: 1"=100'



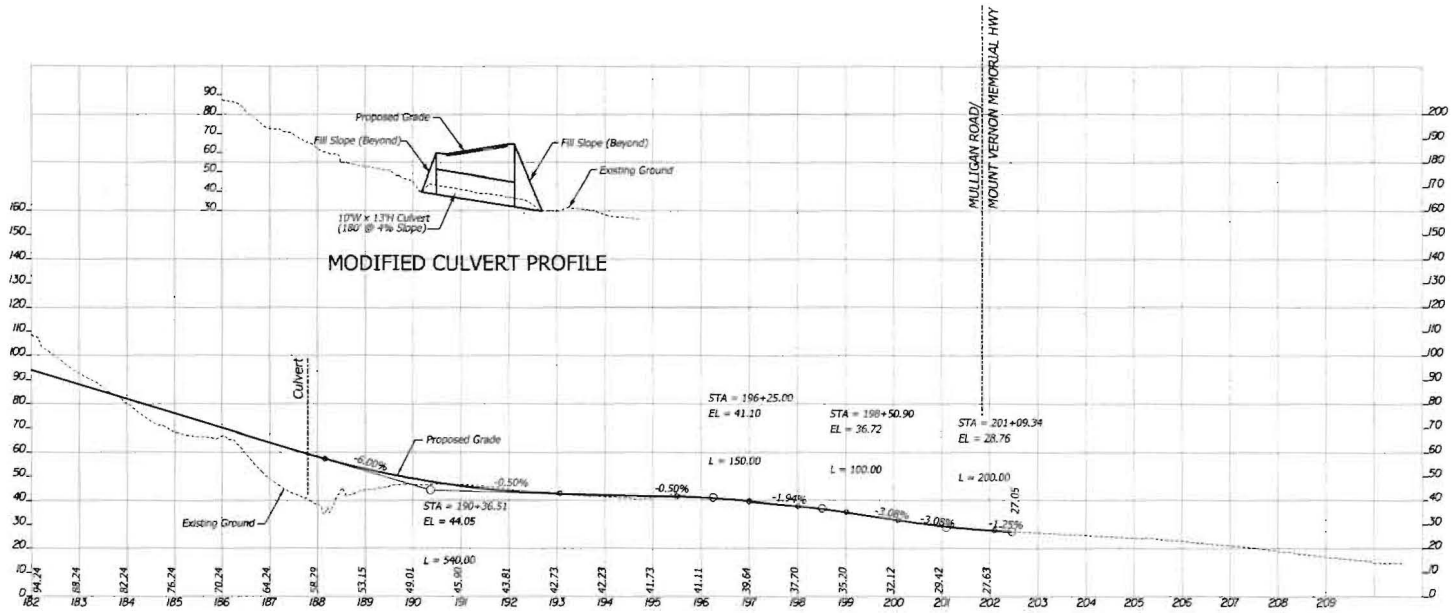


RICHMOND HIGHWAY (U.S. ROUTE 1)
TELEGRAPH ROAD TO MULLIGAN ROAD - PLAN AND PROFILE

ALTERNATIVE B - SHEET 5

JUNE 5, 2012

SCALE: 1"=100'



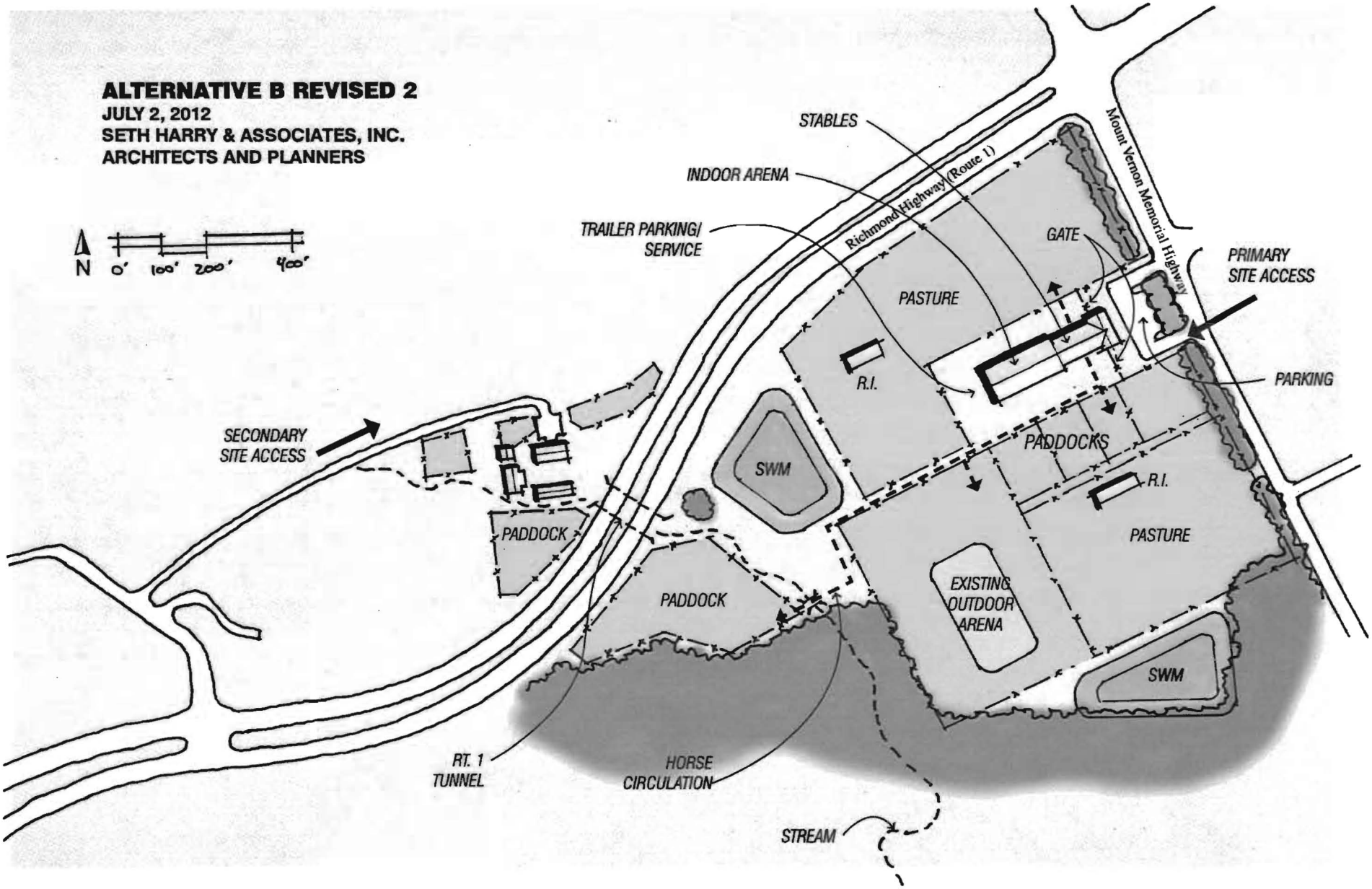
RICHMOND HIGHWAY (U.S. ROUTE 1)
TELEGRAPH ROAD TO MULLIGAN ROAD - PLAN AND PROFILE

ALTERNATIVE B - SHEET 6

JUNE 5, 2012

SCALE: 1"=100'

PLAN - SIGHTLINES
ALTERNATIVE B REVISED
ALTERNATIVE B
ALTERNATIVE C
Mount Vernon Memorial Highway
Great Mill Woods Court
Richmond Highway
Mulligan Road
Mulligan Road Improvements (Under Construction)
Woodlawn Road
Lumpkin Road
Surveyor Road
Woodlawn Mansion
Maintenance Building
Grand View House
Woodlawn Stables
Woodlawn Baptist Church
Woodlawn Quaker Meeting House
Relocated Soccer Field
Relocated Softball Field
Central Area Development
SCALE
0
100
200'


ALTERNATIVE B REVISED 2
JULY 2, 2012
SETH HARRY & ASSOCIATES, INC.
ARCHITECTS AND PLANNERS
N
0'
100'
200'
400'
STABLES
INDOOR ARENA
TRAILER PARKING/
SERVICE
Richmond Highway (Route 1)
Mount Vernon Memorial Highway
GATE
PRIMARY
SITE ACCESS
PASTURE
R.I.
PARKING
SECONDARY
SITE ACCESS
SWM
PADDOCKS
R.I.
PADDOCK
PASTURE
PADDOCK
EXISTING
OUTDOOR
ARENA
SWM
RT. 1
TUNNEL
HORSE
CIRCULATION
STREAM

Board Agenda Item
September 11, 2012

ACTION – 8

Approval of a Resolution Authorizing the Refinancing of Loans From the Virginia Water Facilities Revolving Fund Relating to the Financing of the County's Share of Upgrades to the Alexandria Renew Enterprise's Wastewater Treatment Facilities

ISSUE:
Board approval of the Resolution is needed to lower the interest rates on two loans from the Virginia Water Facilities Revolving Fund from 3.75% and 4.1% to 2.35%.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached Resolution authorizing the execution of allonges (riders) to 2001 and 2002 Local Bonds in order to refinance loans from the Virginia Water Facilities Revolving Fund (the Fund) and approve amendments to the 2001 and 2002 Financing Agreements between the County and the Virginia Resources Authority (VRA), as administrator of the Fund.

TIMING:
Immediate.

BACKGROUND:
The sewage collected in the eastern portion of Fairfax County lying in the Cameron Run and Belle Haven watersheds is treated at the Alexandria Renew Enterprises (ARE) (formerly Alexandria Sanitation Authority) Plant through an Interjurisdictional Service Agreement between the ARE and the County. In two cases, the County has incurred substantial Subordinate Obligations with respect to the capital improvements made at the ARE Plant.

In 2001 and 2002, the County obtained loans from the Fund administered by the VRA in the amounts of $40 million and $50 million, respectively, to pay the County's 60% share of the capital costs associated with certain improvements being made by ARE to its wastewater treatment plant in Alexandria, Virginia. The loans currently bear interest at the rates of 4.1% and 3.75%, respectively. This refinancing opportunity allows the interest rates for both loans to be reduced to 2.35%.

The Resolution authorizes the execution of allonges (riders) to the 2001 Local Bond and the 2002 Local Bond that evidence the loans. It also authorizes amendments to the 2001 and 2002 Financing Agreements between the County and the VRA that set forth details and obligations of the loans. The form of the allonges, to be dated as of September 18, 2012, are attached to the respective amendments to the 2001 and 2002 Financing Agreements. As set forth in the allonges, the County agrees not to exercise its right to prepay the Bonds for three years from the date they are executed, i.e., until September 2015. The outstanding terms on these loans, 2021 and 2022, remain the same.

FISCAL IMPACT:
This refinancing is expected to reduce annual debt service payments due to the VRA by approximately $400,000 per year. This action does not extend the final maturity date of the original amortization schedule and only provides lower annual payments based on a favorable interest rate environment.

ENCLOSED DOCUMENTS:
Attachment I - Resolution
Attachment II – Form of First Amendment to 2001 Financing Agreement
Attachment III – Form of First Amendment to 2002 Financing Agreement

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

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 September 11, 2012, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION AUTHORIZING THE EXECUTION OF ALLONGES TO EXISTING SUBORDINATE SEWER REVENUE BONDS FOR THE PURPOSE OF REFINANCING OUTSTANDING LOANS FROM THE VIRGINIA WATER FACILITIES REVOLVING FUND FOR DEBT SERVICE SAVINGS, MODIFYING THE INTEREST RATE, THE REDEMPTION PROVISIONS AND OTHER DETAILS OF THE OUTSTANDING BONDS, DIRECTING THE AUTHENTICATION AND DELIVERY OF THE ALLONGES, AND AUTHORIZING THE EXECUTION OF AMENDMENTS TO FINANCING AGREEMENT WITH THE VIRGINIA RESOURCES AUTHORITY, AS ADMINISTRATOR OF THE VIRGINIA WATER FACILITIES REVOLVING FUND.

WHEREAS, the Board of Supervisors (the "Board") of Fairfax County, Virginia (the "County") adopted its General Bond Resolution on July 29, 1985 (as amended, restated and supplemented, the "Bond Resolution") pursuant to which it has issued several series of Bonds and other Subordinate Obligations (all capitalized terms used and not defined herein having the meanings accorded them by the Bond Resolution) and incurred Parity Debt Service Components and Debt Service Components of the Cost of Contracted Services that are not Parity Debt Service Components and may issue and incur Additional Bonds and Parity Indebtedness (collectively with the outstanding Bonds, "Senior Indebtedness") and additional Subordinate Obligations; and

WHEREAS, on June 26, 2001 the County closed on a loan from the Virginia Water Facilities Revolving Fund (the "Fund") in the amount of $40,000,000 for the purpose of financing a portion of the County's share of upgrades to the Alexandria Sanitation Authority's (d/b/a Alexandria Renew Enterprises) wastewater treatment facilities (the "Project") and issued a

subordinate sewer revenue bond evidencing the County's obligation to repay such loan (the "2001 Bond"), such 2001 Bond payable as a Subordinate Obligation, all in conformity with the terms and provisions of the Bond Resolution; and

WHEREAS, on June 21, 2002 the County closed on a loan from the Virginia Resources Authority ("VRA"), as Administrator of the Fund, in the amount of $50,000,000 for the purpose of financing a portion of the County's share of upgrades to the Project and issued a subordinate sewer revenue bond evidencing the County's obligation to repay such loan (the "2002 Bond" and together with the 2001 Bond, the "Bonds"), such 2002 Bond payable as a Subordinate Obligation, all in conformity with the terms and provisions of the Bond Resolution; and

WHEREAS, the Board has received a letter from the Department of Environmental Quality that a reduction in the interest rates payable on the 2001 Bond and the 2002 Bond has been approved; and

WHEREAS, the Board has determined to refinance the 2001 Bond and the 2002 Bond and accept the proposed new interest rates on the loans; and

WHEREAS, the Board has determined to refinance the loans from the Fund by authorizing and issuing allonges to the 2001 Bond (the "2001 Allonge") and the 2002 Bond (the "2002 Allonge") (collectively, the "Allonges"), all in conformity with the terms and provisions of the Bond Resolution and to approve amendments (the "Financing Agreement Amendments") to the Financing Agreements between the County and VRA which sets forth details and obligations of the loans (the "Financing Agreements"); and

WHEREAS, the Board has duly reviewed and considered the forms of the Allonges and the Financing Agreement Amendments and has determined that each is in acceptable form;

WHEREAS, the Board has determined that it is necessary to delegate to the Chairman and Vice Chairman of the Board, the County Executive and the Chief Financial Officer of the County (each, a "Delegate") the power to approve details of these transactions and execute certain documents required for such transactions but subject to the guidelines and standards established hereby; now, therefore,

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, as follows:

Section 1. Authorization of the Allonges. The form of the 2001 Allonge presented to this meeting providing amendments to certain terms and provisions of the 2001 Bond is hereby approved in such form and containing substantially the terms and provisions therein set forth. The 2001 Allonge shall be executed in accordance with Section 5 of this resolution. A Delegate may approve additions and modification to the 2001 Allonge presented to this meeting, such execution of the 2001 Allonge thereof being conclusive evidence of such approval.

The 2001 Allonge shall be dated the date of its delivery, shall modify the principal amount of the 2001 Bond as set forth therein and shall bear interest on the disbursed principal balance of the 2001 Bond at the rate of two and thirty-five hundredths percent (2.35%) per annum. Such principal and interest shall be payable in such amounts and on such dates, all as set forth in the form of the 2001 Allonge presented at this meeting and as determined and approved by the persons executing the 2001 Allonge in accordance with Section 5 of this Resolution.

The form of the 2002 Allonge presented to this meeting providing amendments to certain terms and provisions of the 2002 Bond is hereby approved in such form and containing substantially the terms and provisions therein set forth. The 2002 Allonge shall be executed in accordance with Section 5 of this resolution. A Delegate may approve additions and modification to the 2002 Allonge presented to this meeting, such execution of the 2002 Allonge thereof being conclusive evidence of such approval.

The 2002 Allonge shall be dated the date of its delivery, shall modify the principal amount of the 2002 Bond as set forth therein and shall bear interest on the disbursed principal balance of the 2002 Bond at the rate of two and thirty-five hundredths percent (2.35%) per annum. Such principal and interest shall be payable in such amounts and on such dates, all as set forth in the form of the 2002 Allonge presented at this meeting and as determined and approved by the persons executing the 2002 Allonge in accordance with Section 5 of this Resolution.

Section 2. Redemption Provisions. The principal installments on the Bonds as modified by the Allonges shall be subject to redemption prior to their respective maturities, at the option of the County, from any moneys that may be made available for such purpose, either in whole or in part on any date, at the redemption price of par plus accrued interest, on ten (10) days' prior written notice to VRA and otherwise as provided in the Financing Agreements, in which case the applicable semi-annual schedule of principal and interest payments may be adjusted accordingly by VRA as provided in the Financing Agreement. Notwithstanding the foregoing, as set forth in the Allonges, the County agrees not to exercise its right to prepay the principal installments on the Bonds for three (3) years from the dated date of the respective Allonges.

Section 3. <u>Deposits to Local Bond Fund</u>. The County shall continue to deposit monies in the Subordinate Sewer Revenue Bond 2001 Subfund in amounts sufficient to pay in full, when due (whether by maturity, redemption, acceleration or otherwise), the 2001 Bond as modified by the 2001 Allonge, together with the interest thereon, all as set forth in the 2001 Bond as modified by the 2001 Allonge. The County shall continue to deposit monies in the Subordinate Sewer Revenue Bond 2002 Subfund in amounts sufficient to pay in full, when due (whether by maturity, redemption, acceleration or otherwise), the 2002 Bond as modified by the 2002 Allonge, together with the interest thereon, all as set forth in the 2002 Bond as modified by the 2002 Allonge.

Section 4. <u>Authority to Execute Financing Agreement Amendments</u>. The execution and delivery by a Delegate of the Financing Agreement Amendments, substantially in the form presented at this meeting, relating to the refinancing of the loans from the Fund to the County and the repayment of the loans by the County in accordance with the Bonds as modified by the Allonges, are hereby authorized, with such changes, insertions and omissions as may be approved by a Delegate, such execution of the Financing Agreement Amendments to be conclusive evidence of approval of any changes, insertions and omissions therein.

Section 5. <u>Manner of Execution of the Allonges</u>. The Allonges shall be executed by the Chairman or Vice Chairman of the Board and the Clerk or any Deputy Clerk to the Board, and the seal of the Board shall be impressed on the Allonges. The Allonges shall be delivered to or for the account of the VRA, as Administrator the Fund, upon execution and delivery of the Financing Agreement Amendments.

Section 6. Action by County Staff. The members, officers and employees of the Board and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Bonds, the Allonges and the Financing Agreement Amendments for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Bonds, the Allonges and the Financing Agreement Amendments and also to do all acts and things required of them by the provisions of this Resolution.

Section 7. Ratification. All actions taken by the Board and the members, officers and employees of the Board in connection with this Resolution, and the authorization, execution and delivery of the agreements, certificates and other documents to be executed by the Board and delivered in connection with this Resolution are hereby ratified and confirmed.

Section 8. Conflicting Resolutions. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict. All capitalized terms not defined herein shall have the meanings as set forth in the Bond Resolution.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

ATTACHMENT II

FIRST AMENDMENT TO FINANCING AGREEMENT

This First Amendment (this "Amendment"), dated as of September 1, 2012, to the Financing Agreement (as defined below), by and between the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as Administrator of the Virginia Water Facilities Revolving Fund (the "Fund"), , and the County of Fairfax, Virginia, a political subdivision of the Commonwealth of Virginia (the "Borrower"). Capitalized terms used herein and not otherwise defined shall be the meaning set forth in the Financing Agreement.

WHEREAS, the Authority and the Borrower have previously entered into a Financing Agreement, dated as of June 1, 2001 (the "Financing Agreement"); and

WHEREAS, in connection with the proposed refinancing of the loan pursuant to the Financing Agreement which was evidenced by a $40,000,000 Subordinate Sewer Revenue Bond issued by the Borrower to the Fund, the Authority and the Borrower wish to amend the Financing Agreement;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and the Borrower agree as follows:

Section 1. Amendments. A. The definition of "General Bond Resolution" in "Section 1.1 Definitions" in the Financing Agreement is hereby amended and restated to read as follows:

"General Bond Resolution" means the Borrower's General Bond Resolution Authorizing the Issuance Initially of One or More Series of Its Sewer Revenue Bonds in the Aggregate Principal Amount of Not Exceeding $179,000,000 and Thereafter of Series of Additional and Refunding Sewer Revenue Bonds as Initially Adopted on July 29, 1985, Amended and Restated on July 21, 1986, Amended on January 9, 1989, further Amended and Restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009.

B. The definition of "Local Bond" in "Section 1.1 Definitions" in the Financing Agreement is hereby amended and restated to read as follows:

"Local Bond" means the bond in substantially the form attached to this Agreement as Exhibit A issued by the Borrower to the Fund pursuant to this Agreement, as amended by the Allonge.

C. The definition of Reserve Requirement" in "Section 1.1 Definitions" in the Financing Agreement is hereby amended and restated to read as follows:

"Reserve Requirement" means the amount of money equal to $2,791,078.78 which shall be deposited and maintained in the Reserve Fund in accordance with the provisions of Section 5.3.

D. The definition of Allonge is hereby added to "Section 1.1 Definitions" in the Financing Agreement to read as follow:

"Allonge" means that certain Allonge to the Local Bond, in substantially the form attached to this Amendment as Exhibit A, made by the Borrower in favor of the Fund and dated as of September 18, 2012.

E. Section 6.1 of the Financing Agreement is hereby amended and restated as follows:

"Section 6.1 **Payment of Local Bond**. The Local Bond shall be dated the date of its delivery to the Fund and shall bear interest on the disbursed principal balance thereof at the rate of four and one-tenth percent (4.1%) per annum from the date of each disbursement until September 18, 2012, and from that date until the Local Bond is paid in full, at the rate of two and thirty-five one-hundredths percent (2.35%) per annum. Interest only on all amounts disbursed under the Local Bond shall be due and payable on August 1, 2001. Commencing February 1, 2002, and continuing semi-annually thereafter on August 1 and February 1 in each year until August 1, 2012, principal and interest due under the Local Bond shall be payable in equal installments of $1,499,642.09. Commencing on February 1, 2013, principal and interest due under the Local Bond shall be payable in equal installments of $1,395,539.39, with a final installment of $1,395,539.32 due and payable on February 1, 2021, when, if not sooner paid, all amounts due hereunder and under the Local Bond shall be due and payable in full. If any installment of principal of or interest on the Local Bond is not paid within ten (10) days after its due date, the Borrower agrees to pay to the Fund a late payment charge in an amount equal to five percent (5.0%) of the overdue installment."

F. Section 7.1 of the Financing Agreement is hereby amended and restated as follows:

"Section 7.1 **Prepayment of Local Bond**. At its option and after giving at least ten (10) days' prior written notice to the Authority, the Borrower may prepay the Local Bond at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Local Bond will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Local Bond but shall not postpone the due date of any subsequent payment on the Local Bond, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing. Notwithstanding the foregoing, the Borrower shall have no right to prepay the Local Bond pursuant to this Section from and after September 18, 2012, until September 18, 2015."

Section 2. Third Party Beneficiaries. This Amendment shall inure to the benefit of the Fund, the Authority and the Borrower, and shall not create any rights in any parties.

Section 3. Counterparts. This Amendment may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Amendment

shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4. Ratification of Financing Agreement. All of the Borrower's representations and warranties contained in Section 2.1 of the Financing Agreement are true and correct as of the date of this Amendment. All other terms of the Financing Agreement are hereby ratified and reaffirmed. The Financing Agreement as modified and amended is ratified and affirmed and shall continue in full force and effect. This Amendment shall not be construed as and is not intended as a novation of the Local Bond.

Section 5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Virginia Resources Authority, as Administrator of the Fund, and the Borrower have caused this Amendment to be executed by their respective duly authorized officers, all as of the date and year first written above.

VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Facilities Revolving Fund

By:_____
Name:
Title:

FAIRFAX COUNTY, VIRGINIA

By:_____
Name:
Title:

Pursuant to Section 12.2 of the Financing Agreement, the Department consents to the foregoing amendments to the Financing Agreement.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By:_____
Name:
Title:

EXHIBIT A

FORM OF ALLONGE

ATTACHMENT III

FIRST AMENDMENT TO FINANCING AGREEMENT

This First Amendment (this "Amendment"), dated as of September 1, 2012, to the Financing Agreement (as defined below), by and between the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia (the "Authority"), as Administrator of the Virginia Water Facilities Revolving Fund (the "Fund"), and the County of Fairfax, Virginia, a political subdivision of the Commonwealth of Virginia (the "Borrower"). Capitalized terms used herein and not otherwise defined shall be the meaning set forth in the Financing Agreement.

WHEREAS, the Authority and the Borrower have previously entered into a Financing Agreement, dated as of June 1, 2002 (the "Financing Agreement"); and

WHEREAS, in connection with the proposed refinancing of the loan pursuant to the Financing Agreement which was evidenced by a $50,000,000 Subordinate Sewer Revenue Bond issued by the Borrower to the Fund, the Authority and the Borrower wish to amend the Financing Agreement;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and legal sufficiency of which are hereby acknowledged, the Authority and the Borrower agree as follows:

Section 1. Amendments. A. The definition of "General Bond Resolution" in "Section 1.1 Definitions" in the Financing Agreement is hereby amended and restated to read as follows:

"General Bond Resolution" means the Borrower's General Bond Resolution Authorizing the Issuance Initially of One or More Series of Its Sewer Revenue Bonds in the Aggregate Principal Amount of Not Exceeding $179,000,000 and Thereafter of Series of Additional and Refunding Sewer Revenue Bonds as Initially Adopted on July 29, 1985, Amended and Restated on July 21, 1986, Amended on January 9, 1989, further Amended and Restated on June 26, 1989, and further amended and restated on May 18, 2009, effective July 1, 2009.

B. The definition of "Local Bond" in "Section 1.1 Definitions" in the Financing Agreement is hereby amended and restated to read as follows:

"Local Bond" means the bond in substantially the form attached to this Agreement as Exhibit A issued by the Borrower to the Authority, as Administrator of the Fund, pursuant to this Agreement, as amended by the Allonge.

C. The definition of Reserve Requirement" in "Section 1.1 Definitions" in the Financing Agreement is hereby amended and restated to read as follows

"Reserve Requirement" means the amount of money equal to $3,412,198.70 which shall be deposited and maintained in the Reserve Fund in accordance with the provisions of Section 5.3.

D. The definition of Allonge is hereby added to "Section 1.1 Definitions" in the Financing Agreement to read as follow:

"Allonge" means that certain Allonge to the Local Bond, in substantially the form attached to this Amendment as Exhibit A, made by the Borrower in favor of the Fund and dated as of September 18, 2012.

E. Section 6.1 of the Financing Agreement is hereby amended and restated as follows:

"Section 6.1 **Payment of Local Bond**. The Local Bond shall be dated the date of its delivery to the Authority and shall bear interest on the disbursed principal balance thereof at the rate of three and seventy-five one hundredths percent (3.75%) per annum from the date of each disbursement until September 18, 2012, and from that date until the Local Bond is paid in full, at the rate of two and thirty-five one-hundredths percent (2.35%) per annum. Interest only on all amounts disbursed under the Local Bond shall be due and payable on August 1, 2002. Commencing February 1, 2003, and continuing semi-annually thereafter on August 1 and February 1 in each year until August 1, 2012, principal and interest due under the Local Bond shall be payable in equal installments of $1,818,894.21. Commencing on February 1, 2013, principal and interest due under the Local Bond shall be payable in equal installments of $1,706,099.35, with a final installment of $1,706,099.33 due and payable on February 1, 2022, when, if not sooner paid, all amounts due hereunder and under the Local Bond shall be due and payable in full. If any installment of principal of or interest on the Local Bond is not paid within ten (10) days after its due date, the Borrower agrees to pay to the Fund a late payment charge in an amount equal to five percent (5.0%) of the overdue installment."

F. Section 7.1 of the Financing Agreement is hereby amended and restated as follows:

"Section 7.1. **Prepayment of Local Bond**. At its option and after giving at least ten (10) days' prior written notice to the Authority, the Borrower may prepay the Local Bond at any time, in whole or in part and without penalty. Such written notice shall specify the date on which the Borrower will make such prepayment and whether the Local Bond will be prepaid in full or in part, and if in part, the principal amount to be prepaid. Any such partial prepayment shall be applied against the principal amount outstanding under the Local Bond but shall not postpone the due date of any subsequent payment on the Local Bond, or change the amount of such installment, unless the Borrower and the Authority agree otherwise in writing. Notwithstanding the foregoing, the Borrower shall have no right to prepay the Local Bond pursuant to this Section from and after September 18, 2012, until September 18, 2015."

Section 2. Third Party Beneficiaries. This Amendment shall inure to the benefit of the Fund, the Authority and the Borrower, and shall not create any rights in any parties.

Section 3. Counterparts. This Amendment may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Amendment

shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4. Ratification of Financing Agreement. All of the Borrower's representations and warranties contained in Section 2.1 of the Financing Agreement are true and correct as of the date of this Amendment. All other terms of the Financing Agreement are hereby ratified and reaffirmed. The Financing Agreement as modified and amended is ratified and affirmed and shall continue in full force and effect. This Amendment shall not be construed as and is not intended as a novation of the Local Bond

Section 5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the Virginia Resources Authority, as Administrator of the Fund, and the Borrower have caused this Amendment to be executed by their respective duly authorized officers, all as of the date and year first written above.

VIRGINIA RESOURCES AUTHORITY, as Administrator of the Virginia Water Facilities Revolving Fund

By:_____
Name:
Title:

FAIRFAX COUNTY, VIRGINIA

By:_____
Name:
Title:

Pursuant to Section 12.2 of the Financing Agreement, the Department consents to the foregoing amendments to the Financing Agreement.

DEPARTMENT OF ENVIRONMENTAL QUALITY

By:_____
Name:
Title:

EXHIBIT A

FORM OF ALLONGE

ACTION – 9

Approval of a Parking Reduction for 6803 Whittier Avenue Located in the McLean Commercial Revitalization District (Dranesville District)

ISSUE:
Board approval of a 20 percent reduction in required parking for an office at 6803 Whittier Avenue, (Tax Map Reference 30-4 ((3)) 35) in the McLean Commercial Revitalization District (CRD), Dranesville District.

RECOMMENDATION:
The County Executive recommends that the Board approve a parking reduction of 20 percent for parcel 30-4 ((3)) 35 pursuant to Par. 3(A), Sect. A7-309, of the Fairfax County Zoning Ordinance on condition that:

1. A minimum of 10 parking spaces are maintained at all times.

2. All parking provided shall be in accordance with the applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual (PFM), including the provisions referencing the Americans with Disabilities Act ("ADA").

3. Site upgrades to the parcel will be in substantial conformance to what is shown in the attached graphics.

4. No parking spaces shall be restricted or reserved except for those required to meet the parking requirements of the ADA.

5. The current owners, their successors or assigns of the parcels identified as Tax Map 30-4 ((3)) 35, shall submit a parking space utilization study for review and approval by the Board of Supervisors at any time in the future that the Zoning Administrator so requests. Following review of that study, or if a study is not submitted within 90 days after being requested, the Board may rescind this parking reduction or require alternative measures to satisfy parking needs, which may include all uses to comply with the full parking space requirements as specified in Article 11 of the Zoning Ordinance.

6. The conditions of approval of this parking reduction set forth above all shall run with the land and be recorded in the Fairfax County land records in a form acceptable to the County Attorney.

TIMING:
Board action is requested on September 11, 2012.

BACKGROUND:
The property is developed with a two-story building, constructed in 1951. This structure was formerly a residential dwelling and has been used as an office for over 25 years.

The property is zoned C-2: Limited Office District. The existing building contains 3,333 square feet of floor space which houses an office.

The applicant proposed a parking reduction in order to accommodate the required site plan improvements. According to the Fairfax County Zoning Ordinance Section 11-104, the applicant has to provide three and six-tenths (3.6) spaces per 1000 square feet of gross floor area for structures that are 50,000 square feet of gross floor area or less. This equates to 12 parking spaces while operating as an office. According to the applicant, a parking reduction is necessary to accommodate increased streetscape, stormwater management, and to address site circulation.

The requested 20 percent reduction is pursuant to Par. 3(A), Section A7-309, of the Zoning Ordinance, which provides that the Board may approve a reduction in the parking requirement of up to 20 percent if the Board determines that such a reduction would further the goals of the Commercial Revitalization District as set forth in the Comprehensive Plan. In addition to Par. 3(A), Section A7-309, under Additional Provisions 3C, off-street parking spaces that are located on the ground and open to the sky to be located no closer than ten (10) feet to any front lot line shall not apply.

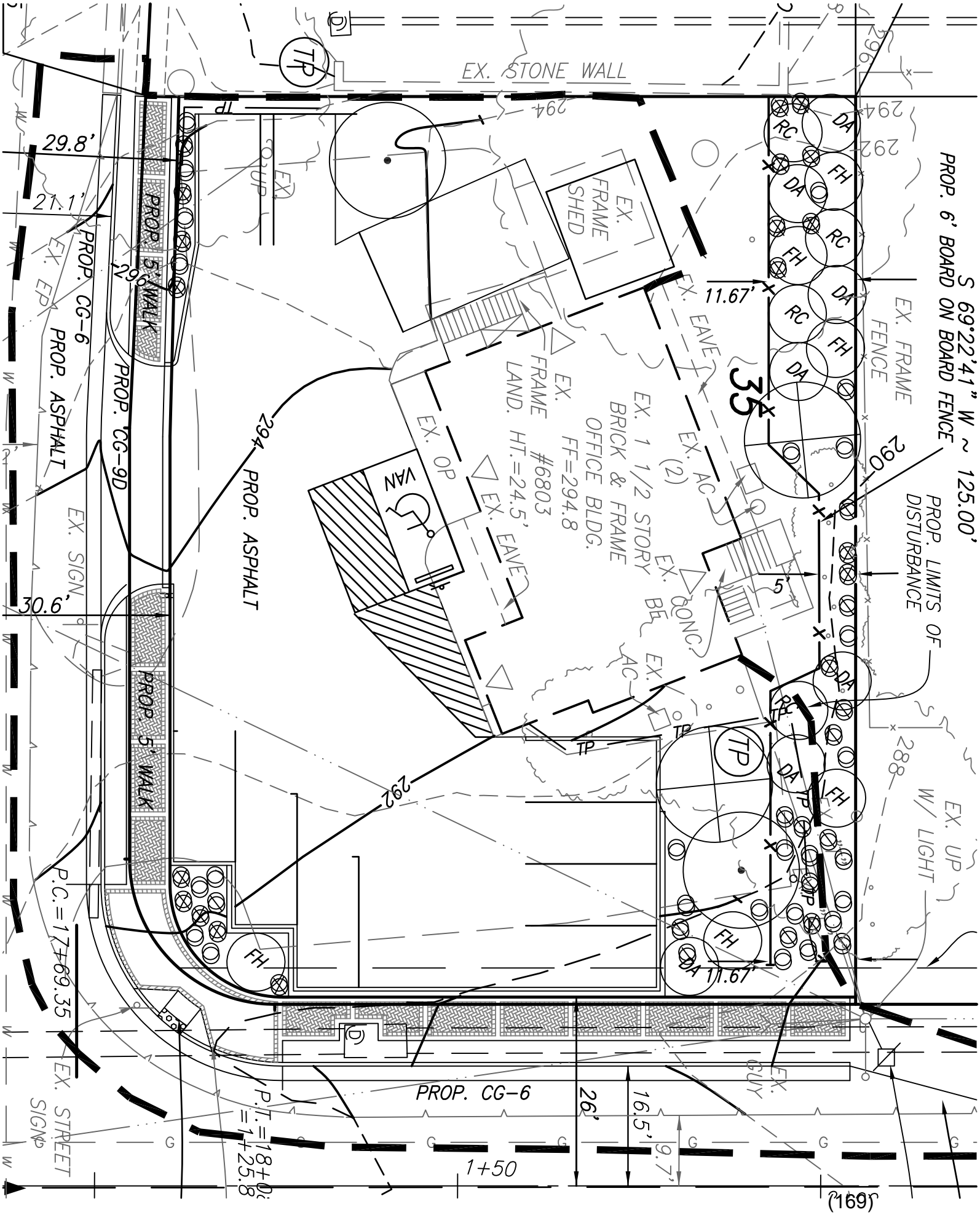
The applicant has indicated on the proposed site plan new streetscape and pedestrian amenities, as well as a reduction in the stormwater runoff with new mitigation measures. This includes the inclusion of a brick sidewalk in conformance to the Open Space Design Guidelines where none existed prior. In general, these modifications are beneficial and will help create a more attractive and functional development.

The requested 20 percent parking reduction, as currently proposed, would support the Comprehensive Plan objective of creating a more attractive and functionally efficient area that emphasizes pedestrian amenities in the McLean Community Business Center.

The recommended parking reduction was coordinated with the Office of Community Revitalization and the Department of Planning and Zoning.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Site Plan Use and Parking Tabulation

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Leslie Johnson, Director, Zoning Administration Division (ZAD), DPZ
Marianne Gardner, Director, Planning Division (PD), DPZ
Barbara Byron, Director, Office of Community Revitalization (OCR)


S 69°22'41" W ~ 125.00'
PROP. 6' BOARD ON BOARD FENCE
EX. STONE WALL
EX. FRAME FENCE
PROP. LIMITS OF DISTURBANCE
EX. UP W/ LIGHT
EX. FRAME SHED
EX. 1 1/2 STORY BRICK & FRAME OFFICE BLDG. FF=294.8
EX. FRAME LAND. #6803 HT.=24.5'
EX. EAVE
EX. AC (2)
EX. CONC. BE
EX. OP
VAN
PROP. ASPHALT
PROP. CG-6
PROP. CG-9D
PROP. 5' WALK
EX. SIGN
EX. EP
EX. STREET SIGN
EX. GUY
P.C.=17+69.35
P.T.=18+0
=1+25.8
1+50
29.8'
21.1'
30.6'
11.67'
5'
26'
16.5'
9.7'
290
292
294
288
35

PLANTING SCHEDULE

	KEY	Quantity	Botanical Name	Common Name	SIZE HEIGHT	SIZE COVER EACH	SIZE CAL.	COVERAGE (SF)	COMMENTS
MEDIUM EVERGREEN	(FH)	6	ILEX X ATTENUATA FOSTER	(FH) FOSTER'S HOLLY	8'	50	--	300	B&B
	(DA)	5	THUGA OCCIDENTALIS NIGRA	(DA) DARK GREEN AMERICAN ARBORVITAE	8'	50	--	250	B&B
	(RC)	4	JUNIPERUS VIRGINIANA PRINCETON SENTRY	(RC) EASTERN RED CEDAR	8'	50	--	200	B&B
LARGE DECIDUOUS	(·)	2	QUERCUS PHELLOS	(WO) WILLOW OAK	--	200	2"	400	B&B
	(⊗)	2	ACER RUBRUM	(RM) RED MAPLE	--	200	2"	400	B&B
EVERGREEN SHRUB	(◯)	15	RHODODENDRON VISCOSUM	RHODODENDRON	18"	--	--	--	
	(⊗)	13	VERBINUM DENTATUM	ARROWWOOD	18"	--	--	--	
	(∅)	13	KALMIA LATIFOLIA	MT. LUAREL	18"	--	--	--	
							TOTAL	1550	

TRANSITIONAL SCREENING NOTE:

THE ABOVE PLANTINGS ARE PROPOSED TO SUPPLEMENT THE EXISTING TRANSITIONAL SCREENING (6 MEDIUM EVERGREENS) ON THE LOT. A MODIFICATION TO THE REQUIRED TRANSITIONAL SCREENING HAS BEEN REQUESTED. SEE SHEET 2A.

TREE COVER REQUIREMENTS:

A. GROSS SITE AREA ____ 12,363 SQ.FT.
ROAD DEDICATION AREA ____ 734 SQ.FT.
ADJUSTED SITE AREA ____ 11,629 SQ.FT.

B. DEDUCTIONS ____ 0

C. PERCENTAGE OF TREE COVER REQUIRED (C-2) ____ 0.10
(11,629 SQ.FT.) (0.10) = 1,163 SQ.FT.

D. EXISTING TREE AREA ____ 6,417 SQ.FT.
EXISTING TREE AREA (TBR) ____ 4,850 SQ.FT.
REMAINING TREE AREA ____ (1,567 SQ.FT. X 1.25 =) 1,958 SQ.FT.

E. TREES TO BE PLANTED ____ 1,550 SQ.FT.

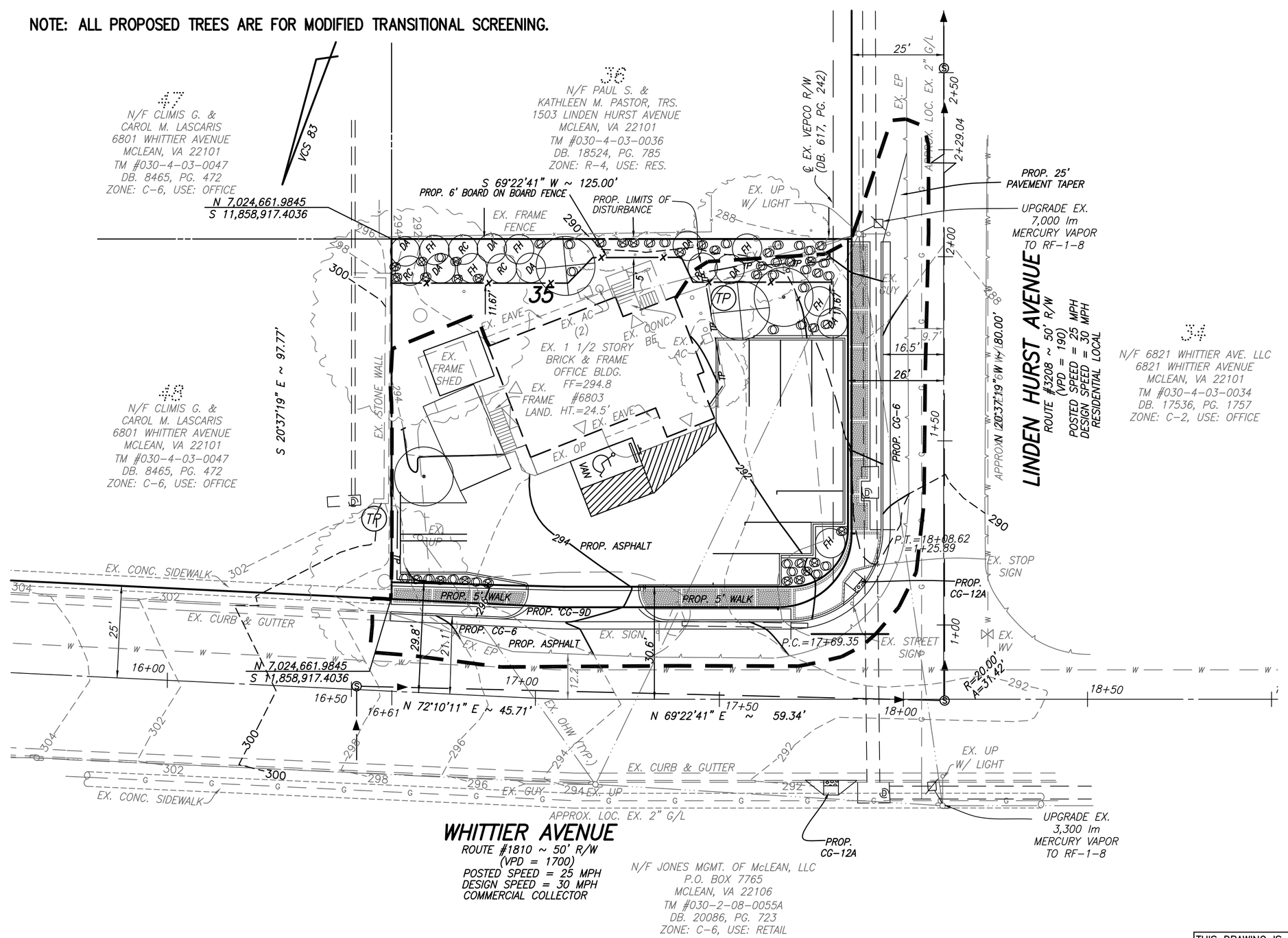
CALCULATIONS:

(A-B) x C < D + E
(12,363 - 734)0.10 = 1,163 SQ.FT. < 1,958 + 1,550 = 3,508 SQ.FT.
TREE COVER REQUIRED ____ 1,163 SQ.FT.
TREE COVER PROVIDED ____ 3,508 SQ.FT.

NOTES:

1. THE CALIPER AND HEIGHT OF TREES AND SHRUBS PLANTED SHALL BE AS SPECIFIED ON THE APPROVED LANDSCAPE PLAN, REGARDLESS OF THE TOTAL AREA OF TREE COVER PROVIDED OR REQUIRED. THERE SHALL BE NO DEVIATIONS FROM THE APPROVED SIZES SPECIFIED EXCEPT AS APPROVED BY COUNTY URBAN FOREST MANAGEMENT. ANY CHANGES MAY REQUIRE SUBMISSION OF A REVISION TO THE LANDSCAPE PLAN (PFM: 12-0805.1A).
2. ALL TREES AND SHRUBS SHOWN ON THE LANDSCAPE PLANS SHALL MEET THE STANDARDS FOR SIZES AND QUALITY SPECIFIED IN AMERICAN NURSERY AND LANDSCAPE ASSOCIATION'S AMERICAN STANDARD FOR NURSERY STOCK, (ANSI Z60.1-2004 & PFM: 12-0805.1B)
3. IF ANY TREE SPECIES IS UNAVAILABLE IN THE SIZE SPECIFIED, CONTACT URBAN FOREST MANAGEMENT ABOUT SPECIES SUBSTITUTIONS IN ORDER TO INSTALL TREES IN THE SPECIFIED SIZES (PFM: 12-0805.1A).
4. THE SPECIES OF TREES PLANTED SHOULD BE AS SPECIFIED ON THE APPROVED LANDSCAPE PLAN. SPECIES SUBSTITUTIONS WITHIN THE TREE CATEGORIES LISTED IN TABLE 12.7 ARE GENERALLY ACCEPTED UNLESS OTHERWISE SPECIFIED BY PROFFERED CONDITIONS, DEVELOPMENT CONDITIONS, SPECIAL EXCEPTIONS, SPECIAL PERMITS, OR VARIANCES. ANY TREE SUBSTITUTION SHALL ALSO BE IN CONFORMANCE WITH THE FOLLOWING (PFM: 12-0805.1C):
   A. SPECIES DIVERSITY - THE USE OF SUBSTITUTIONS SHALL NOT RESULT IN EXCEEDING THE GENUS AND SPECIES LIMITS SPECIFIED IN PFM 12-0701.6. (PFM: 12-0805.1C(1))
   B. AUTHORIZATION - A LETTER SIGNED BY THE PERMITTEE SHALL BE PROVIDED TO URBAN FOREST MANAGEMENT ACKNOWLEDGING ANY PROPOSED SUBSTITUTIONS TO TREES AND SHRUBS SHOWN ON THE APPROVED PLANS. (PFM: 12-0805.1C(2))
   C. SUBSTITUTIONS OUTSIDE OF TREE CATEGORY - SUBSTITUTION OF A TREE SHOWN ON THE APPROVED PLAN FROM ONE TREE CATEGORY, AS LISTED IN PFM TABLE 12.7, WITH A TREE FROM A DIFFERENT CATEGORY SHALL REQUIRE THE SUBMISSION AND APPROVAL OF A REVISION TO THE APPROVED PLAN. (PFM: 12-0805.1C(3))
   D. SPECIES SUITABILITY - SUBSTITUTED SPECIES MUST BE SUITED TO THE POST-DEVELOPMENT CONDITIONS OF THE PLANTING LOCATION FOR WHICH IT IS INTENDED. (PFM: 12-0501.2) INSTALLATION, AND PRIOR TO RELEASE OF THE CONSERVATION DEPOSIT FOR THE PROJECT. (PFM: 12-0805.3C)
5. IN CASES WHERE ADDITIONAL TREE COVER CREDIT HAS BEEN CREDITED FOR TREE PLANTING FOR ENERGY CONSERVATION (PFM: 12-0501.10) AND/OR NATIVE AND DESIRED SPECIES (PFM: 12-0501.5B), NO TREE SUBSTITUTIONS SHALL BE MADE EXCEPT AS APPROVED BY URBAN FOREST MANAGEMENT.
6. PLANTING LOCATIONS OF ALL TREES ON THE SITE SHALL BE IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLAN. ANY DEVIATIONS BETWEEN THE FIELD LOCATION OF A TREE AND THE PLANTING LOCATION SHOWN ON THE APPROVED PLANS SHALL BE IN CONFORMANCE WITH THE FOLLOWING:
   A. ENVIRONMENTAL CONDITIONS - LIGHT, MOISTURE, AND OTHER CONDITIONS AFFECTING THE HEALTH AND VIABILITY OF THE TREE AT THE FIELD LOCATION SHALL BE SUITABLE FOR THE SPECIES. (PFM: 12-0501.2)
   B. PLANTING AREA - AT LEAST THE MINIMUM SIZE PLANTING AREA SHALL BE PROVIDED FOR EACH TREE ACCORDING TO ITS PROJECTED 10-YEAR TREE COVER AREA AS FOUND IN TABLE 12.7. (PFM: 12-0702.1B(2))
   C. RESTRICTIVE BARRIERS - TREES SHALL BE PLANTED NO CLOSER THAN FOUR FEET FROM ANY RESTRICTIVE BARRIER. (PFM: 12-0702.1B(2))
   D. SPACING - TREES SHALL BE SPACED SO THAT THE OUTER LIMIT OF THEIR PROJECTED 10-YEAR TREE COVER AREA, AS INDICATED IN TABLE 12.7, DOES NOT SIGNIFICANTLY OVERLAP. (PFM: 12-0702.1B(3))
   E. EASEMENTS - TREES FOR TREE COVER CREDIT SHALL NOT BE PLANTED WITHIN ANY EXISTING OR PROPOSED PUBLIC UTILITY EASEMENT OR WITHIN FIVE FEET OF STORM DRAINAGE EASEMENTS THAT CONTAIN PIPES. IN ADDITION, TREES SHALL NOT BE PLANTED IN AN AREA THAT WILL INTERFERE WITH EXISTING OR PROPOSED UTILITIES OR WITH MAINTENANCE OF THE UTILITY, AS DETERMINED BY THE DIRECTOR OF DPWES. (PFM: 12-0701.11B)
7. STAKING AND GUYING SHOULD ONLY BE IMPLEMENTED WHERE SITE CONDITIONS WARRANT THEIR USE. PLANTED TREES SHOULD BE ASSESSED INDIVIDUALLY AND STAKING AND GUYING INSTALLED ONLY AS REQUIRED. CONDITIONS WHERE STAKING AND GUYING MAY BE NECESSARY TO ENSURE STABILITY INCLUDE: WINDY LOCATIONS, STEEP SLOPES, OR WHERE VANDALISM MAY BE A CONCERN. (PFM: 12-0805.3C)
8. ALL STAKING AND GUYING MATERIAL MUST BE REMOVED WITHIN SIX MONTHS OF PLANT INSTALLATION, AND PRIOR TO RELEASE OF THE CONSERVATION DEPOSIT FOR THE PROJECT. (PFM: 12-0805.3C)
9. AT THE TIME OF FINAL INSPECTION FOR RELEASE OF THE PERFORMANCE BOND AND CONSERVATION DEPOSIT, ALL OF THE PLANT MATERIAL IS INSPECTED. PLANT MATERIAL PREVIOUSLY INSPECTED, AS PART OF THE PROCESS TO RELEASE ANY DEFERRAL DEPOSIT THAT MAY HAVE EXISTING, IS NOT EXEMPT FROM THIS CONDITION. ALL PLANT MATERIAL MUST BE HEALTHY AND IN GOOD CONDITION.
10. FOR DETAILS AND SPECIFICATIONS FOR THE INSTALLATION OF ALL REQUIRED LANDSCAPE PLANTINGS REFER TO THE LANDSCAPE SPECIFICATION GUIDELINES, 4TH EDITION, 1993 BY THE LANDSCAPE CONTRACTORS ASSOCIATION FOR THE DISTRICT OF COLUMBIA AND VIRGINIA.
11. FINAL PLACEMENT OF ALL LANDSCAPING IS TO BE COORDINATED WITH THE URBAN FORESTRY DIVISION. SUBSTITUTIONS OF TREE TYPES DUE TO AVAILABILITY ARE TO BE APPROVED BY THE URBAN FORESTRY DIVISION PRIOR TO ORDERING AND PLACEMENT.
12. COMPACTED AREAS THAT ARE TO RECEIVE PLANTINGS SHALL BE ROTO-TILLED AND THE SOIL LOOSENED AND FERTILIZED PRIOR TO PLACEMENT OF TREES.
13. EXISTING VEGETATION WILL BE PRESERVED TO THE MAXIMUM EXTENT POSSIBLE.
14. TREE PROTECTION SHALL NOT BE REMOVED OR RELOCATED WITHOUT FIRST CONSULTING THE URBAN FORESTRY DIVISION.
15. A SEASONAL LANDSCAPE DEFERRAL MAY BE GRANTED WHEN SEASONAL OR WEATHER-RELATED CONDITIONS, SUCH AS EXCESSIVELY WET SOIL, EXTENDED PERIODS OF DROUGHT, OR FROZEN GROUND, SUBSTANTIALLY REDUCE THE SURVIVABILITY OF THE PLANT MATERIAL, AS DETERMINED BY URBAN FOREST MANAGEMENT (UFM). A REQUEST FOR A LANDSCAPE DEFERRAL WILL NOT BE GRANTED FOR LANDSCAPING REQUIRED PRIOR TO THE ISSUANCE OF A RUP OR NON-RUP WHEN SEASONAL OR WEATHER-RELATED CONDITIONS ON THE SITE PLAN DO NOT PRECLUDE PLANTING. LACK OF SPECIES AVAILABILITY MAY JUSTIFY THE APPROVAL OF A SEASONAL LANDSCAPE DEFERRAL WHEN SPECIFIC PLANT SPECIES ARE REQUIRED BY PROFFERS OR CONDITIONS.
16. THE PARTY RESPONSIBLE FOR THE PLACEMENT OF THE PERFORMANCE BOND AND CONSERVATION DEPOSIT FOR THE PROJECT SHALL ACT AS THE APPLICANT FOR THIS SEASONAL DEFERRAL. SEASONAL LANDSCAPE DEFERRAL REQUEST FORMS CAN BE OBTAINED FROM THE ENVIRONMENTAL AND FACILITIES INSPECTIONS DIVISION OR URBAN FOREST MANAGEMENT.
17. ALSO, WHERE THE SUPER SILT FENCE IS SPECIFIED, THIS CAN FUNCTION AS TREE PROTECTION FENCE IF SO NOTED ON THE PLAN.

NOTE: ALL PROPOSED TREES ARE FOR MODIFIED TRANSITIONAL SCREENING.



INTERIOR PARKING LOT & PERIPHERAL LANDSCAPING CALCULATIONS:

INTERIOR PARKING LOT LANDSCAPING AND PERIPHERAL PARKING LOT LANDSCAPING IS NOT REQUIRED FOR THIS SITE BECAUSE THE PLAN DOES NOT PROPOSE MORE THAN 20 PARKING SPACES, A CHANGE IN USE, REDEVELOPMENT OR EXPANSION OF AN EXISTING USE (PER THE MCLEAN COMMERCIAL REVITALIZATION DISTRICT GUIDELINES.)

THIS SHEET TO BE USED FOR THE PLACEMENT OF LANDSCAPING AND TRANSITIONAL SCREENING ONLY!

REFER TO SITE DEVELOPMENT SHEET FOR FINAL LAYOUT, LOCATIONS, DIMENSIONS & GRADING.

LANDSCAPE / SCREENING NARRATIVE:

THE SITE IS CURRENTLY SUPPORTING CEDARS AND OAKS ALONG THE PUBLIC RIGHT-OF-WAY. A LEYLAND CYPRESS ROW IS RUNNING ALONG A PORTION OF THE ZONE TRANSITION FROM COMMERCIAL TO RESIDENTIAL. A LARGE OAK IS LOCATED IN THE REAR YARD OF THE SITE. HOLLY TREES AND POPLARS ARE ALSO FOUND ON-SITE MIXED IN WITH THE OTHER TREES. THE MAJORITY OF THE TREES ALONG THE PUBLIC RIGHT-OF-WAY SHALL BE REMOVED FOR THE CONSTRUCTION OF THE REQUIRED ROAD FRONTAGE IMPROVEMENTS AND SIDEWALK. SOME ADDITIONAL ON-SITE TREES WILL BE REMOVED TO PROVIDE FOR PROPER GRADING OF STORMWATER RUNOFF. SCREENING TREES AND THE LARGE OAK SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION ACTIVITIES.

ADDITIONAL PLANTINGS FOR TRANSITIONAL SCREENING SHALL BE PLACED ON-SITE AS SHOWN ON SHEET 11. NO INTERIOR PARKING LOT LANDSCAPING OR PERIPHERAL PARKING LOT LANDSCAPING IS REQUIRED.

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

THIS DRAWING IS A SERVICE DOCUMENT OF R.C. FIELDS, JR. & ASSOC., P.C. AND MAY NOT BE USED OR REPRODUCED WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND /OR LAND SURVEYOR.

EXISTING UTILITIES SHOWN ON THIS PLAN TAKEN FROM AVAILABLE RECORDS AND/OR FROM FIELD OBSERVATIONS. FOR EXACT LOCATIONS OF EXISTING UNDERGROUND UTILITIES, NOTIFY "MISS UTILITY" AT 1-800-257-7777, 72 HOURS BEFORE THE START OF ANY EXCAVATION OR CONSTRUCTION.

LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION. INTERFERENCE OR DISRUPTION OF SAME WILL NOT BE THE RESPONSIBILITY OF THIS OFFICE

ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF FAIRFAX COUNTY, VIRGINIA.

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R.C. FIELDS, JR. & ASSOCIATES
A PROFESSIONAL CORPORATION
LAND SURVEYING • SITE PLANNING • SUBDIVISION DESIGN
730 S. Washington Street
Alexandria, Virginia 22314 (703) 549-6422

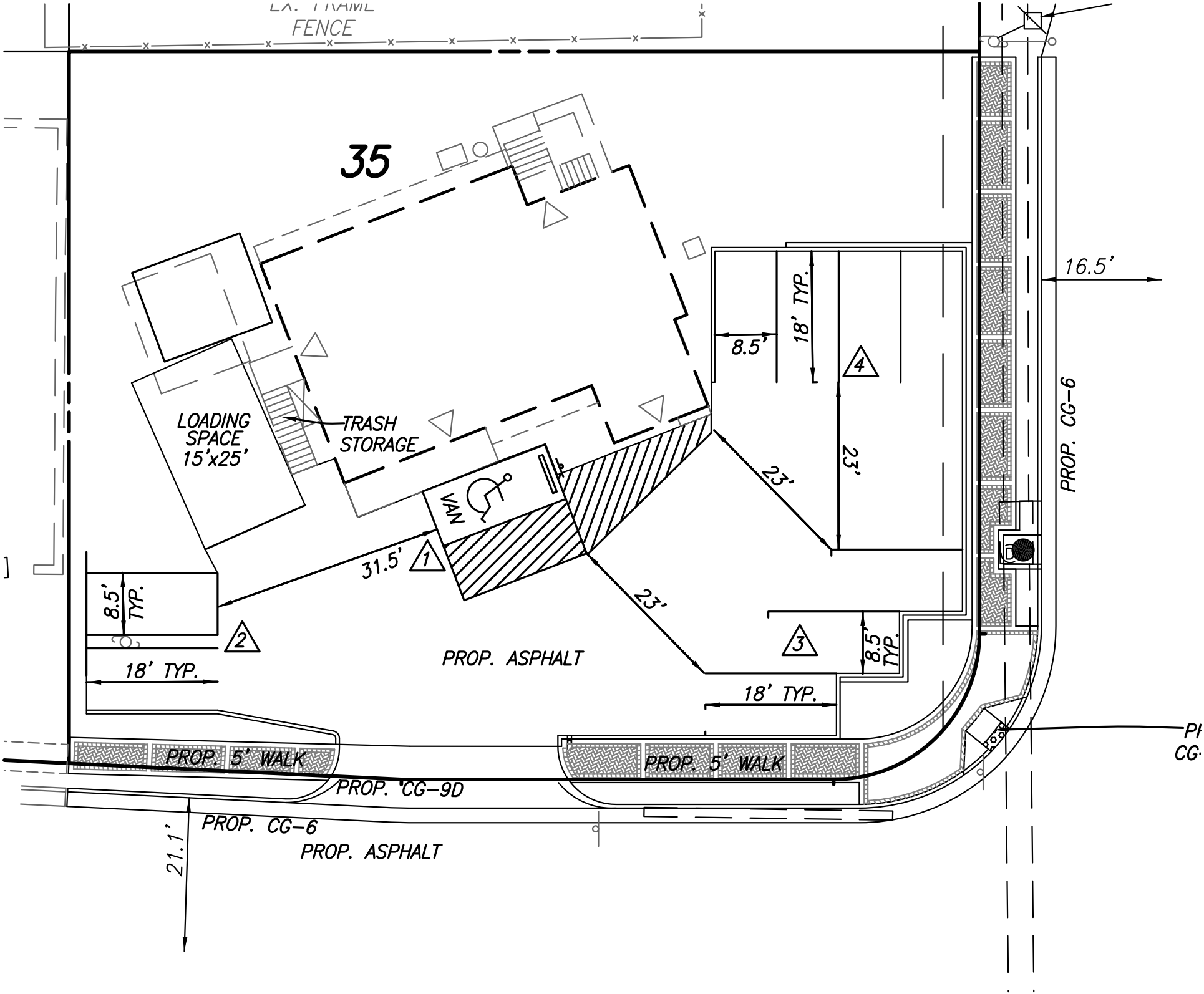
COMMONWEALTH OF VIRGINIA
RONALD J. KELLER
Lic. No. 1457-B
15 MAY 2012
LAND SURVEYOR

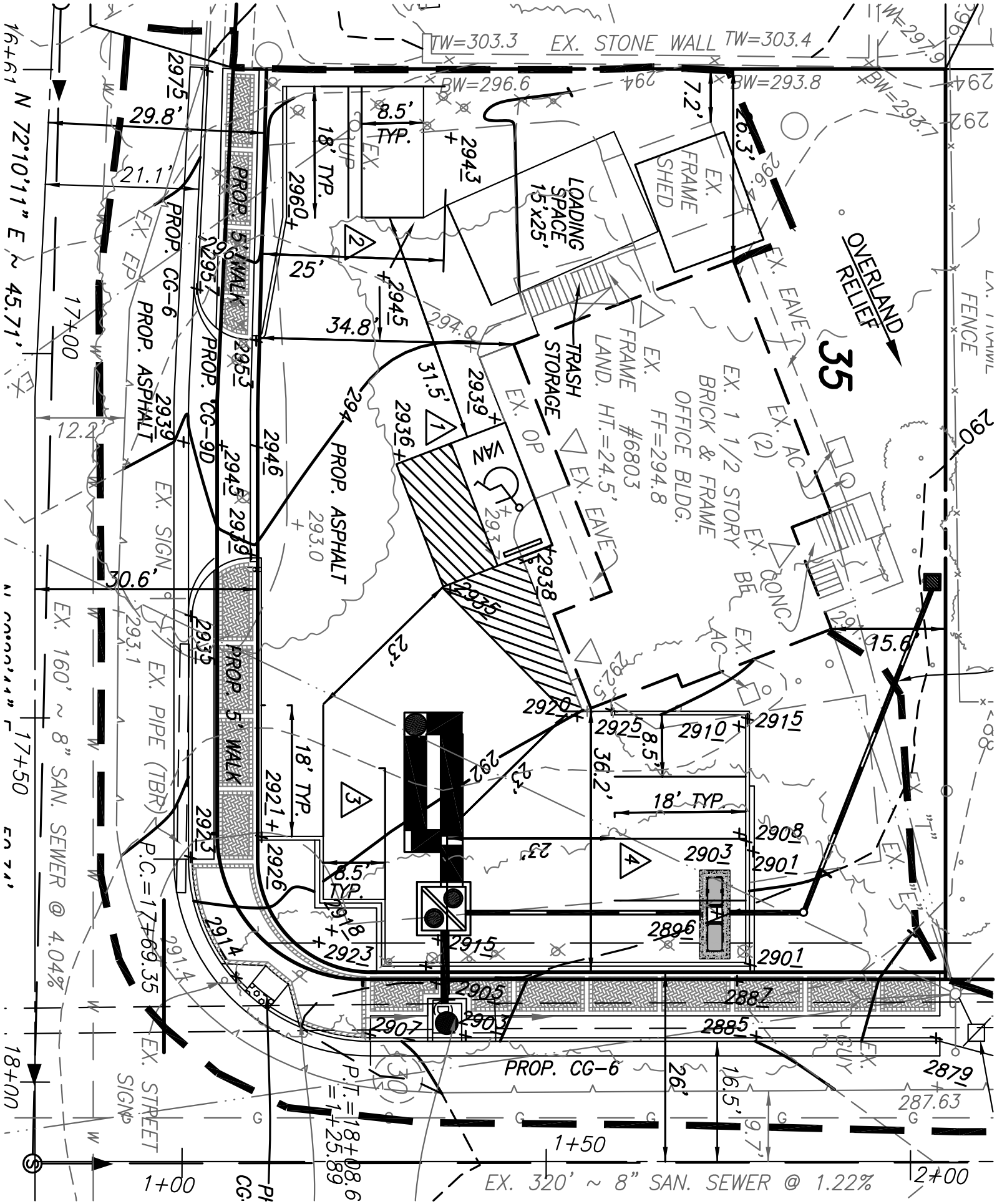
LANDSCAPE PLAN AND CALCULATIONS
LOT 35, SECOND ADDITION TO
BRYN MAWR
(6803 WHITTIER AVENUE)
DRANESVILLE DISTRICT
FAIRFAX COUNTY, VIRGINIA

DATE	REVISION
5/15/12	PER COMMENTS

DESIGN: RKB
DRAWN: TG
SCALE: 1" = 20'
DATE: 7 NOV. 2011
SHEET 11 OF 16
FILE: 11-76

(170)


EX. TRAVEL
FENCE
35
LOADING
SPACE
15'x25'
TRASH
STORAGE
VAN
31.5'
1
23'
23'
23'
8.5'
18' TYP.
4
16.5'
PROP. CG-6
8.5'
TYP.
2
18' TYP.
PROP. ASPHALT
3
8.5'
TYP.
18' TYP.
PROP. 5' WALK
PROP. 5' WALK
PROP. CG-9D
PROP. CG-6
PROP. ASPHALT
21.1'
(171)


EX. STONE WALL
TW=303.3
TW=303.4
BW=296.6
BW=293.8
OVERLAND RELIEF
35
EX. FRAME SHED
LOADING SPACE 15'x25'
TRASH STORAGE
EX. 1 1/2 STORY BRICK & FRAME OFFICE BLDG. FF=294.8
EX. FRAME LAND. #6803 HT.=24.5'
EX. EAVE
EX. AC (2)
EX. CONC. BE
EX. FENCE
PROP. 5' WALK
PROP. CG-6
PROP. CG-9D
PROP. ASPHALT
VAN
EX. SIGN
EX. PIPE (TBR)
P.C.=17+69.35
EX. 160' ~ 8" SAN. SEWER @ 4.04%
EX. STREET SIGN
P.T.=18+08.6
=1+25.89
EX. 320' ~ 8" SAN. SEWER @ 1.22%
N 72°10'11" E ~ 45.71'
N 00°00'44" E
29.8'
21.1'
12.2'
25'
34.8'
31.5'
30.6'
23'
8.5' TYP.
18' TYP.
7.2'
26.3'
15.6'
36.2'
16.5'
9.7'
26'
287.63
1+00
1+50
2+00
17+00
17+50
18+00
16+91

PROPOSED SITE PLAN USE AND PARKING TABULATION REVISION

FEE: $770.00

Engineer: R.C. FIELDS JR & ASSOC. Address: 730 S. WASHINGTON ST. ALEX. VA 22314 Phone #: (703) 549-6422

Plan Name: LOT 35, 2ND ADDN TO BRYN MAWR Original Site Plan #: 17756-SP-001-1 Tax Map #: 030-4-03-0035

Zoning: C-2 Rezoning Case #: N/A Proffered: [ ] Yes [ ] No Proffered Use Restrictions (See Note 1 below) N/A

ADDRESS	LIST EACH FLOOR (include basement)	SUITE #	USE (See Notes 2, 3 and 4 below)	USE PERMITTED BY: RIGHT	SPECIAL PERMIT	SPECIAL EXCEPTION	SQUARE FEET GROSS FLOOR AREA	SQUARE FEET NET FLOOR AREA	# SEATS AND/OR STOOLS	# COMPANY VEHICLES	# SERVICE BAYS	# OF EMPLOYEES	# STUDENTS	OTHER	PARKING RATE REQUIRED PER CODE (See Note 5 below)	TOTAL PARKING SPACES REQUIRED FOR THIS USE
6803 WHITTIER AVE	WHOLE BLDG	N/A	OFFICE	✓			3,333	2,843	N/A		N/A		N/A	N/A	3.6/ 1,000	12

(If additional space is required use Page 2)

REQUIRED TOTAL FOR ENTIRE SITE PLAN: 12

NUMBER OF ACCESSIBLE SPACE(S) PROVIDED: 1 + VAN ACCESSIBLE SPACE(S) PROVIDED: 1 = TOTAL ACCESSIBLE PARKING SPACE(S) on site per ADA Act and VUSBC (See Note 6 below): 1

(The total number of parking spaces, including accessible parking spaces, available and useable for vehicular parking on the area covered by this site plan [See Note 6 below])

TOTAL PARKING SPACE(S) PROVIDED: 10

[1]List proffered use Prohibitions or Limitations.
[2]In building where one floor has more than one use (personal services, general office & retail), use a separate line for each use. The uses must correspond to those identified in Article 11 of the Zoning Ordinance, or else documentation of the Zoning Administration determination must be attached to the tabulation.
[3]Units which are vacant shall be included, the intended use shall be indicated and parking allocated.
[4]Developer should make an initial parking assignment for each unit on the site plan. If developer, condominium, association or landlord wishes to make changes to assigned number of spaces after final site plan bond release, a site plan revision for reallocation of parking will be required. This form, when properly completed and certified, is intended to be such a site plan revision.
[5]If use is a Grandfathered use, it may be calculated at previous code parking rate if so identified and justification is submitted with the parking tabulations.
[6]Certification is taken to mean that the number of parking spaces shown as being provided is actually available on the site and useable (not occupied or blocked by dumpsters, air conditioners, incinerators, storage trailers, etc.), that all uses on the site have been included in the above listing, and that the requisite number of spaces and signage for compliance with ADA are provided. The number of parking spaces must be in conformance with the associated rezoning, special exception, special permit and variance.

Certified Correct[6] (Applicant) Engineer's Signature: Ronald J. Keller R.C. FIELDS JR & ASSOC. Date: 3/12/12

County Approval by: Date: 3/12/12

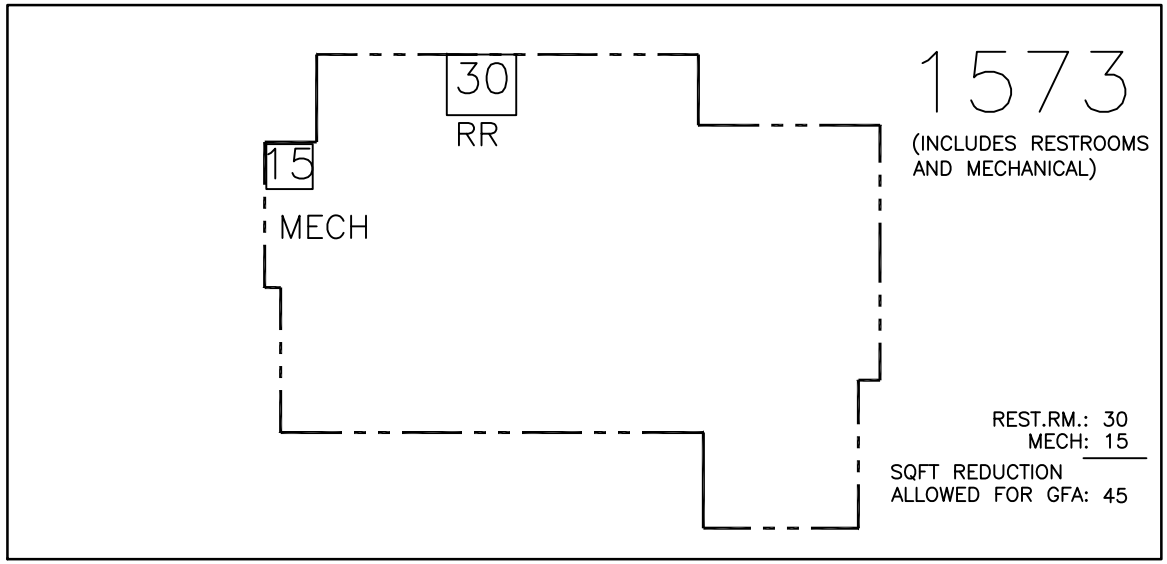
Property Owners, Landlords, Condominium Association - Concurrence with Tabulation
Print Name & Title (Include company name when appropriate): Dorothy Pontius Signature: Date: 3/12/12

COMMONWEALTH OF VIRGINIA
RONALD J. KELLER
Lic. No. 1457-B
LAND SURVEYOR

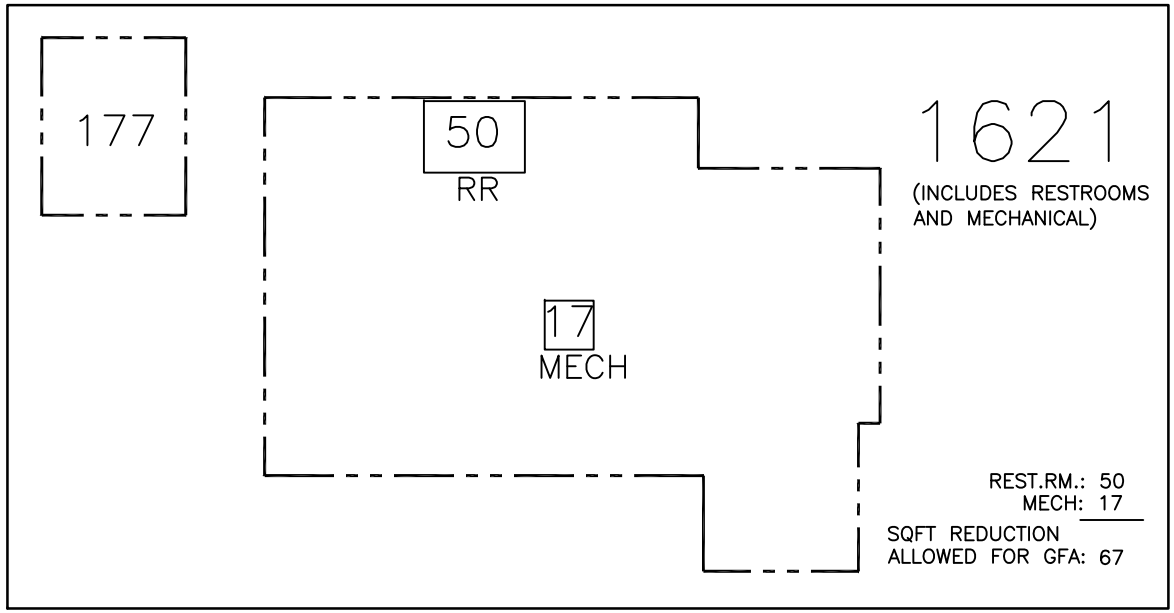
Submit to: Land Development Services, Plan and Document Control, 12055 Government Center Parkway, Suite 506 Fairfax, Virginia 22035-5503 Number of copies required: One (1) original with Engineer's Seal, Signature and date, plus four (4) copies.

REVISED FORM (7/2009)

Sheet 1 of 2



2 A1–01 SECOND FLOOR FOOTPRINT



1 A1–01 FIRST FLOOR FOOTPRINT

AREA CALCULATION

1ST FLR: 1621
2ND FLR: 1573

3194

EXIST. SHED: 177

FOOTPRINT COUNTING SHED: 3371

TOTAL ALLOWED REDUCTIONS
FOR RESTROOMS AND MECH.: 112

TOTAL GFA W/ REDUCTIONS: 3259

COUNTY ALLOWED SQFT
W/ 20% PARKING REDUCTION: 3333

3259 < 3333

3333 @ 3.6 SPACE/1000 = 12 SPACES
20% ALLOWED REDUCTION = 2.4 SPACES
REQUIRED SPACES = 9.6 SPACES
PROVIDED = 10 SPACES

REVISIONS:
1.
2.
3.
4.
5.
6.
7.
8.

700 North Fairfax St. # 304
Alexandria, VA 22314
Phone: (703) 548-8828
Fax No:(703) 548-4843
Email: info@adstudio1.com

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PROJECT NAME
WHITTIER AVE.
6803 WHITTIER AVE.
MCLEAN, VA 22101

DRAWING NAME

SCALE AS NOTED
DATE 07.12.12
DRAWN BY PA
CHECKED BY MB
DRAWING NO. A1–01
PROJECT NO. 11103
SHEET NO. 1 OF 1

ACTION – 10

Approval of a Resolution to Authorize the Extension of General Obligation Bonds

ISSUE:
Board approval of a resolution requesting the Circuit Court to order an extension for issuance of County General Obligation Bonds.

RECOMMENDATION:
The County Executive recommends Board approval of the enclosed resolution requesting the Circuit Court to order an extension of the period for issuance of County bonds authorized on November 2, 2004, from eight years to ten years.

TIMING:
Board action is requested on September 11, 2012.

BACKGROUND:
In 1991, the Virginia Code was amended to include a limitation on the authorization time period for local government bonds approved by referendum after 1991. More specifically, Virginia Code Section 15.2-2611 states in pertinent part:

> Bonds authorized by a referendum may not be issued by a locality more than eight years after the date of the referendum; however, this eight-year period may, at the request of the governing body of the locality, be extended to up to ten years after the date of the referendum by order of the circuit court of the locality, . . . entered before the expiration of the eight-year period. The court shall grant such extension unless the court is shown by clear and convincing evidence that the extension is not in the best interests of the locality.

At the regular election on November 2, 2004, Fairfax County voters approved the issuance of $52.5 million Public Library Facilities Bonds to fund the cost of providing additional public library facilities; the reconstruction, enlargement, and equipment of existing library facilities, and the acquisition of necessary land. These bonds provided for the construction of the Burke Center Library and the Oakton Library. The bond funds were also used to provide for the renovations of four libraries: Thomas Jefferson, Richard Byrd, Dolley Madison, and Martha Washington. The construction and renovations for the aforementioned libraries have been completed and resulted in significant project savings due to prudent contract management and a favorable construction market resulting in lower than anticipated bid awards. As a result, there were unspent bond funds available for additional library project work. As part of the FY

2010 Carryover Review, the Board of Supervisors first approved the reallocation of savings from completed library projects to the Woodrow Wilson Library renovation project. Woodrow Wilson Library was built in 1967 and expanded in 1974. It does not meet the current technological needs of the community due to the building's outdated infrastructure and systems. This library serves as a multi-cultural community center, with special collections in Spanish and Vietnamese and numerous community groups use the library's dividable meeting room and conference room to offer programs to the public. A renovated and slightly expanded facility will provide for more efficient layout and use of the available space, upgrade the building systems for operations and energy efficiency, and provide updated technology capacity for more public access to computers and wireless networking. The Woodrow Wilson Library renovations are currently under design with construction scheduled to start in fall 2013 and finish by fall 2014.

Currently, $9.38 million in bonds remain authorized but unissued from the 2004 Library Bond Referendum. Staff recommends board approval of the two-year bond extension allowing for the bonds to be sold as part of the General Obligation bond sale scheduled in 2013. These funds will primarily provide for the renovations at the Woodrow Wilson Library which is scheduled for project completion in fall 2014.

FISCAL IMPACT:
Staff recommends selling the entire balance of the $9.38 million at the County's next planned General Obligation bond sale. The annual debt service cost on the remaining $9.38 million equates to approximately $800,000 and is included in the FY 2013 – 2017 Adopted Capital Improvement Program.

ENCLOSED DOCUMENT:
Attachment 1: Extension Resolution

STAFF:
David Molchany, Deputy County Executive
Susan W. Datta, Chief Financial Officer and Director, Department of Management and Budget
Samuel Clay, Director, Fairfax County Public Library
James W. Patteson, Director, Department of Public Works and Environmental Services
Leonard Wales, County Financing Advisor, Department of Management and Budget
Joseph LaHait, Debt Coordinator, Department of Management and Budget

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium of the Fairfax County Government Center at Fairfax, Virginia, on Tuesday September 11, 2012, at which meeting a quorum was present and voting, the following resolution was adopted:

A RESOLUTION REQUESTING THE CIRCUIT COURT OF FAIRFAX COUNTY, VIRGINIA, TO ORDER AN EXTENSION FOR ISSUANCE OF THE COUNTY'S BONDS FOR LIBRARY IMPROVEMENTS, AUTHORIZED AT REFERENDUM ON NOVEMBER 2, 2004, FROM EIGHT YEARS TO TEN YEARS OF THE DATE OF SUCH REFERENDUM

WHEREAS, the Board of Supervisors of Fairfax County, Virginia, passed a resolution dated Monday, June 21, 2004, requesting the Circuit Court of Fairfax County, Virginia, to order an election on the question of contracting a debt, borrowing money and issuing bonds of Fairfax County, Virginia, in the maximum aggregate principal amount of $52,500,000, for the purpose of providing funds, with any other available funds, to finance the cost of providing additional public library facilities, the reconstruction, enlargement, and equipment of existing library facilities, and the acquisition of necessary land; and

WHEREAS, this resolution was duly filed with the Circuit Court of Fairfax County, Virginia, pursuant to the provisions of the Public Finance Act of 1991, Virginia Code §§ 15.2-2600 through 15.2-2663; and

WHEREAS, on June 29, 2004, the Circuit Court of Fairfax County, Virginia, entered an order requiring the regular election officers of Fairfax County, Virginia, to open the polls on November 2, 2004, at the polling places in the County to take the sense of the qualified voters of Fairfax County, Virginia, on the question of contracting a debt, borrowing money and issuing the General Obligation Bonds for Public Library Facilities; and

WHEREAS, on November 2, 2004, the referendum was conducted in accordance with the order of the court, and on November 5, 2004, the Fairfax County Electoral Board certified that 308,560 votes were counted for the question, and 127,317 votes were counted against the question; and

WHEREAS, pursuant to Virginia Code § 15.2-2611 bonds authorized by a referendum may not be issued by a locality more than eight years after the date of the referendum; however by order of the circuit court, the eight-year period may, at the request of the governing body of the locality, be extended to up to ten years after the date of the referendum, which extension shall be granted absent clear and convincing evidence that such extension is not in the best interest of the locality; and

WHEREAS, the 2004 library bond referendum provided for the construction of the Burke Center and Oakton Library; and renovations to the Thomas Jefferson, Richard Byrd, Dolley Madison, and Martha Washington libraries.

WHEREAS, there have been significant project savings due to prudent contract management and a favorable construction market resulting in lower-than-anticipated bid awards; and

WHEREAS, at the FY 2010 Carryover Review, the Board of Supervisors approved the reallocation of savings from the above-mentioned library projects to the Woodrow Wilson Library renovation project.

WHEREAS, due to the above-mentioned conservative fiscal and contract management practices, $43,120,000 of the $52,500,000 of General Obligation Bonds for Public Library Facilities authorized at said referendum have been issued; and

WHEREAS, an extension from eight to ten years is necessary to issue the $9,380,000 authorized-but-unissued balance of the General Obligation Bonds for Public Library Facilities, and such extension is in the best interests of the County to complete the Woodrow Wilson Library renovation project; and

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that for the reasons stated above, the Fairfax County Board of Supervisors hereby requests the Circuit Court of Fairfax County to enter an order to extend for a period of two years the time within which the remaining authorized but unissued Bonds may be issued.

A Copy – Teste:

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Clerk to the Board of Supervisors

Board Agenda Item
September 11, 2012

ACTION – 11

Approval of a Draft Board of Supervisors' Meeting Schedule for Calendar Year 2013

ISSUE:
Board approval of a draft meeting schedule for January through December, 2013.

RECOMMENDATION:
The County Executive recommends that the Board of Supervisors approve the draft meeting schedule for January through December, 2013.

TIMING:
The Board should take action on September 11, 2012, in order that accommodations to implement this calendar can proceed in advance of January.

BACKGROUND:
The *Code of Virginia*, Section 15.2-1416, requires the governing body to establish the days, times and places of its regular meetings at the annual meeting, which is the first meeting of the year. Therefore, the schedule for the entire 2013 calendar is presented for Board approval. The section further states that "meetings shall be held on such days as may be prescribed by resolution of the governing body but in no event shall less than six meetings be held in each fiscal year."

Scheduled meetings may be adjourned and reconvened as the Board may deem necessary, and the Board may schedule additional meetings or adjust the schedule of meetings approved at the annual meeting, after notice required by Virginia law, as the need arises.

At the first meeting of the Board of Supervisors in January, staff will bring the 2013 meeting calendar to the Board for formal adoption.

ENCLOSED DOCUMENTS:
Attachment 1 - January-December, 2013 Schedule for Board of Supervisors' Meetings

STAFF:
Catherine A. Chianese, Assistant County Executive

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2013 Board of Supervisors Meeting Schedule

DRAFT

January 8, 2013
January 29, 2013
February 12, 2013
February 26, 2013
March 5, 2013
March 19 , 2013
April 9, 2013 **9:30 to 6 p.m. Board Meeting** **6:00 p.m. – Budget Public Hearing**
April 10 and April 11, 2013 **3:00 p.m. – Budget Public Hearings**
April 23, 2013 **Budget Markup**
April 30, 2013 **Budget Adoption**

May 14, 2013
June 4, 2013
June 18, 2013
July 9, 2013
July 30, 2013
September 10, 2013
September 24, 2013
October 8, 2013
October 29, 2013
November 19, 2013
December 3, 2013

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Board Agenda Item
September 11, 2012

INFORMATION - 1

Planning Commission Action On Application 2232-Y11-9, Newpath Networks, LLC, New Cingular Wireless PCS, LLC (Sully District)

On Thursday, July 19, 2012, the Planning Commission voted unanimously (Commissioner Sargeant recusing; Commissioner Alcorn absent from the meeting) to approve 2232-Y11-9.

The Commission noted that the application met the criteria of character, location and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-Y11-9 sought approval to install ten distributed antenna system (DAS) nodes on ten proposed replacement utility poles. These utility poles will vary in height from 49-62 feet, 6 inches, with a diameter of 18 inches. Each pole will contain three Cingular panel antennas located within Virginia Department of Transportation rights-of-way on Fox Mill Road (Nodes 1, 2, 3, 4, 8, 9 and 13) and Vale Road (Nodes 5, 6, and 7). (Portions of public rights-of-way on Tax Maps 36-1, 36-3, 36-4, 46-1, and 46-2.)

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpts from 7/19/12 Commission meeting
Attachment 2: Vicinity map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ
Barbara J. Lippa, Executive Director, Planning Commission Office

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Attachment 1

Planning Commission Meeting
July 19, 2012
Verbatim Excerpt

2232-Y11-9 – NEWPATH NETWORKS, LLC, AND NEW CINGULAR WIRELESS PCS, LLC

After the Close of the Public Hearing

Chairman Murphy: Without objection, the public hearing is closed; recognize Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. This has been vetted thoroughly through the community. They visited the Sully District Council and also they visited some of the homeowners associations out there. It's right along the border of Hunter Mill and the Sully Districts. In fact, I received a letter from Mr. John Farrell requesting approval of this because he drives down Fox Mill Road every day on his way to work for 14 years and on a number of occasions for either accidents, downed utility lines, struck deer, etcetera, he's been unable to get a 911 call in due to lack of coverage. So it's pretty – the vast majority of the community up there is in favor of this. So without further ado, I CONCUR WITH STAFF'S CONCLUSION THAT THE PROPOSAL BY NEWPATH NETWORKS, LLC, NEW CINGULAR WIRELESS PCS, LLC, FOR THE DISTRIBUTED ANTENNA SYSTEM, DAS, IN THE PENDERBROOK AREA OF THE SULLY DISTRICT LOCATED GENERALLY IN AND AROUND THE INTERSECTION OF FOX MILL ROAD AND VALE ROAD SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT, AS SPECIFIED IN *VIRGINIA CODE* SECTION 15.2-2232, AS AMENDED.

Commissioners Hall and Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan and Ms. Hall. Is there a discussion of the motion? All those in favor of the motion to approve 2232-Y11-9, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Thank you, Mr. Bell. Mr. Stearns, thank you.

//

(The motion carried unanimously with Commissioner Sargeant having recused himself; Commissioner Alcorn absent from the meeting.)

JLC

PLANNING DETERMINATION

Section 15.2 -2232 of the Code of Virginia

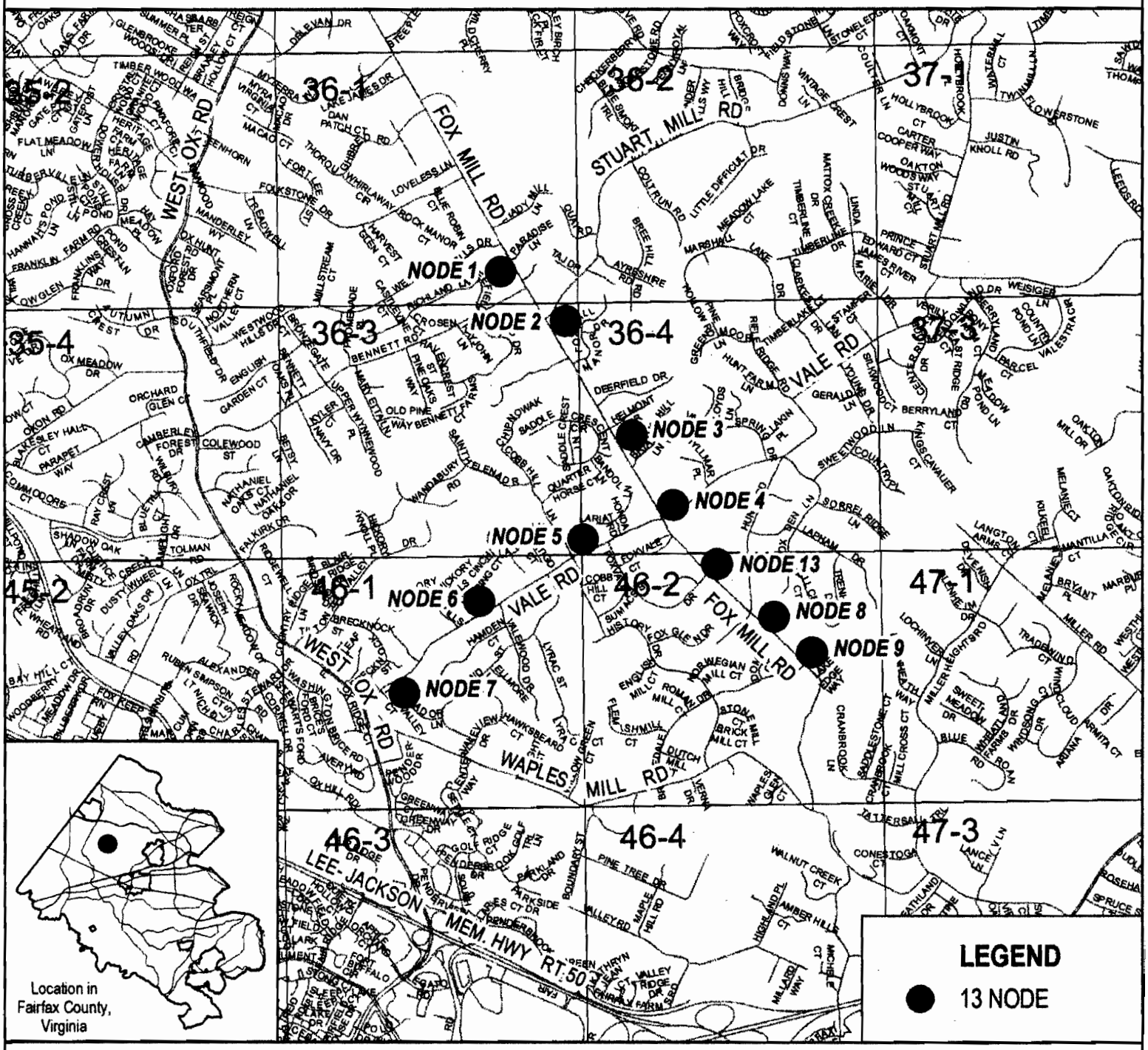
Number: 2232-Y11-9 **Acreage:** N/A **District:** Sully

Subject Property: Nearest parcel 36-1 ((1)) 156, 36-3 ((3)) 4, 36-3 ((6)) 25, 36-4 ((10)) 15, 36-4 ((1)) 19, 46-1 ((11)) 114, 46-1 ((19)) 5, 46-2 ((12)) 3, 46-2 ((6)) 1; and 46-2 ((26)) A (Within Public Right-of-Way)

Planned Use: Public Right-of-Ways in an area planned for .1-.2 DU/AC and .2-.5 DU/AC

Applicant: NewPath Networks, LLC & New Cingular Wireless PCS, LLC

Proposed Use: Telecommunications Facility - Distributed Antenna System (DAS)



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USING FAIRFAX COUNTY GIS

Board Agenda Item
September 11, 2012

INFORMATION - 2

Planning Commission Action On Application 2232-V11-25, Fairfax County Park Authority (Mount Vernon District)

On Thursday, July 19, 2012, the Planning Commission voted 7-2-2 (Commissioners Hart and Lawrence opposed; Commissioners Hall and Migliaccio abstaining; Commissioner Alcorn absent from the meeting) to approve 2232-V11-25.

The Commission noted that the application met the criteria of character, location and extent, and was in conformance with Section 15.2-2232 of the Code of Virginia.

Application 2232-V11-25 sought approval to develop a two-acre interim off-leash dog area within Westgrove Park, located at 6801 Fort Hunt Road. (Tax Map 93-2 ((1)) 6).

The Commission further voted unanimously (Commissioner Alcorn absent from the meeting) to direct staff to report back to the Commission with detailed updates on the Park Authority's Master Planning process for Westgrove Park, particularly regarding environmental issues that may be raised during this process, and consideration of other uses or non-uses.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpts from 7/19/12 Commission meeting
Attachment 2: Vicinity map

STAFF:
Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ
Barbara J. Lippa, Executive Director, Planning Commission Office

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Attachment 1

Planning Commission Meeting
July 19, 2012
Verbatim Excerpt

2232-V11-25 – FAIRFAX COUNTY PARK AUTHORITY (WESTGROVE PARK INTERIM OFF-LEASH DOG AREA)

Decision Only During Commission Matters
(Public Hearing Held on May 17, 2012)

Commissioner Flanagan: Thank you. That being the case, Mr. Chairman, on May 31st, the Commission –

Chairman Murphy: Are we going to go on verbatim now?

Commissioner Flanagan: I'm on verbatim now.

Chairman Murphy: Okay.

Commissioner Flanagan: On May 31st, the Commission moved unanimously to defer decision on this matter until a date certain of July 19 to concur a resolution of the issues raised here tonight – I'm quoting from the transcript. As a result, the Commissioners have received for the record at least 12 written emails in that regard. Most repeated, but did not provide additional testimony. One, however, from the Park Authority did respond to Commissioner Hart's request to approve something. The Park Authority letter indicates that they have reviewed the issues raised during the May 31 public hearing and provided a response to each; the most relevant being their unanimous support for an interim off-leash dog area on 10 percent of Westgrove Park. They also have approved the resumption of the master plan process previously deferred. Based on the further testimony of the Park Authority letter and overwhelming support by the adjacent Westgrove, Villamay, Belle Haven, Montebello Associations, the Mount Vernon Council, Supervisor Hyland, County staff – as has been reaffirmed tonight – and most notably the County Attorney's advice, I have concluded that the Park Authority application for interim off-leash dog area within a small 10 percent of Westgrove is substantially in accord with the Comprehensive Plan. I THEREFORE MOVE, Mr. Chairman, THAT THE PLANNING COMMISSION FIND THE SUBJECT APPLICATION 2232-V11-25 SATISFIES THE CRITERIA OF LOCATION, CHARACTER, AND EXTENT AS SPECIFIED IN *VA CODE* SECTION 15.2-2232, AS AMENDED.

Commissioner Donahue: Second.

Chairman Murphy: Seconded by Mr. Donahue. Is there a discussion of the motion?

Commissioner Sargeant: Mr. – go ahead.

Chairman Murphy: Mr. Hart.

Commissioner Hart: Thank you. Mr. Chairman, I think we still don't have an approved master plan from the Park Authority. I think that's where this primarily falls short. We still have this characterized as interim use, although under 15.2-2232 we cannot put in development conditions like a time limit. We're approving this up or down. The statute requires that we find it's in general conformance with the Comprehensive Plan as to general location, character, and extent. The Comprehensive Plan said the park would be developed with a mix of uses following the Park Authority's master planning process, which hasn't happened. I hope that they'll do that. I wish that they would. But the 2232 process is not a substitute for that and I still can't support this. Thank you.

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Mr. Lawrence.

Commissioner Lawrence: Mr. Chairman, I align myself with Commissioner Hart for this reason. The Comprehensive Plan provides guidance. It does not have the force of law. That is the same in Tysons as it is in this particular case. If we choose not to follow what is very clear guidance in the Comprehensive Plan, where else will we choose not to follow that guidance? I cannot support this motion.

Chairman Murphy: Further discussion of the motion?

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: It is my understanding – two points – from the actions taken at the Board of Supervisors, that – is that this will go forward. This will be considered at the next Board of Supervisors meeting regardless of the outcome of our considerations tonight.

Chairman Murphy: I don't think it will go the Board of Supervisors if the motion prevails. It will more than likely go to the Board of Supervisors if the motion is defeated.

Commissioner Sargeant: I stand corrected. But the point is – if it –

Chairman Murphy: Just a point of clarification.

Commissioner Sargeant: Yes, a point of clarification. If this – if the motion fails, if we move for deferral, this will still end up going to the Board of Supervisors. My other understanding based on the guidance – and I'm referring generally to this guidance from the County Attorney's Office – is the possibility that a legislator may anticipate – may interpret that this is in substantial conformance. That is part of the challenge we face here, even though I acknowledge and concur

with Commissioner Hart that the specifics of this have not been – have not been met. Either way on this vote, I plan to introduce a motion that would direct staff to report back to us on the master

planning process to provide an update to the Planning Commission regarding the master planning process, with particular detail paid to environmental concerns that have been raised during this process, as well as the issue of the proposal for a mix of uses that we have heard in our Comprehensive Plan. So either way, I'll make that motion and hopefully go forward so that we can stay on top of what has occurred during this process that has provided certainly disharmony, if not disunity, within the community. Thank you.

Chairman Murphy: Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. I was not present for the 31 March hearing [sic], but since it has been almost four months, it gave me time to review all the literature and actually view the video of the hearing. I'm going to be voting in support of this because we had a similar situation out in Sully and the dog park has been very well received by the citizenry. And I think it would be an asset to the Mount Vernon District. Thank you.

Chairman Murphy: Further discussion of the motion? All – Ms. Hall.

Commissioner Hall: Yes, I was not present for the hearing. I'll be abstaining.

Chairman Murphy: Okay. All those in favor of the motion to approve 2232-V11-25, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners Hart and Lawrence: No.

Commissioner Hall: Abstain.

Chairman Murphy: Motion carries. Mr. Hart and Mr. Lawrence vote no. Ms. Hall abstains.

Commission Migliaccio: Abstain, Mr. Chairman.

Chairman Murphy: And Mr. Migliaccio abstains.

Commissioner Sargeant: Mr. Chairman?

Chairman Murphy: Mr. Sargeant.

Commissioner Sargeant: If you would, I would like that motion now.

Chairman Murphy: Please.

Commissioner Sargeant: I WOULD LIKE TO MOVE TO DIRECT STAFF TO REPORT BACK TO THE PLANNING COMMISSION REGARDING THE FAIRFAX COUNTY PARK AUTHORITY'S MASTER PLANNING PROCESS FOR WESTGROVE PARK IN THE MOUNT VERNON DISTRICT OF FAIRFAX COUNTY. IN PARTICULAR, WE ASK STAFF TO PROVIDE DETAILED UPDATES REGARDING ENVIRONMENTAL ISSUES RAISED DURING THE MASTER PLANNING PROCESS AND CONSIDERATION OF OTHER USES OR NON-USES AT WESTGROVE PARK.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Just a point of clarification, are you asking the Park Authority staff to do that?

Commissioner Sargeant: No, I'm asking our staff.

Chairman Murphy: Okay. All those in favor of the motion as articulated by Mr. Sargeant, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Thank you, Mr. Chairman.

Chairman Murphy: I think the bottom line here is – and I identify with the issues articulated by Mr. Lawrence and Mr. Hart – it's not a very good way to do business. I mean that's the bottom line for me. So I think we need to do something about it. Hopefully by monitoring this situation and getting a good report back, we'll get a better handle on this and this won't happen again.

//

(The first motion carried by a vote of 7-2-2 with Commissioners Hart and Lawrence opposed; Commissioners Hall and Migliaccio abstaining; Commissioner Alcorn absent from the meeting.)

(The second motion carried unanimously with Commissioner Alcorn absent from the meeting.)

JLC

PLANNING DETERMINATION

Section 15.2 -2232 of the Code of Virginia

Number: 2232-V11-25

District: Mount Vernon

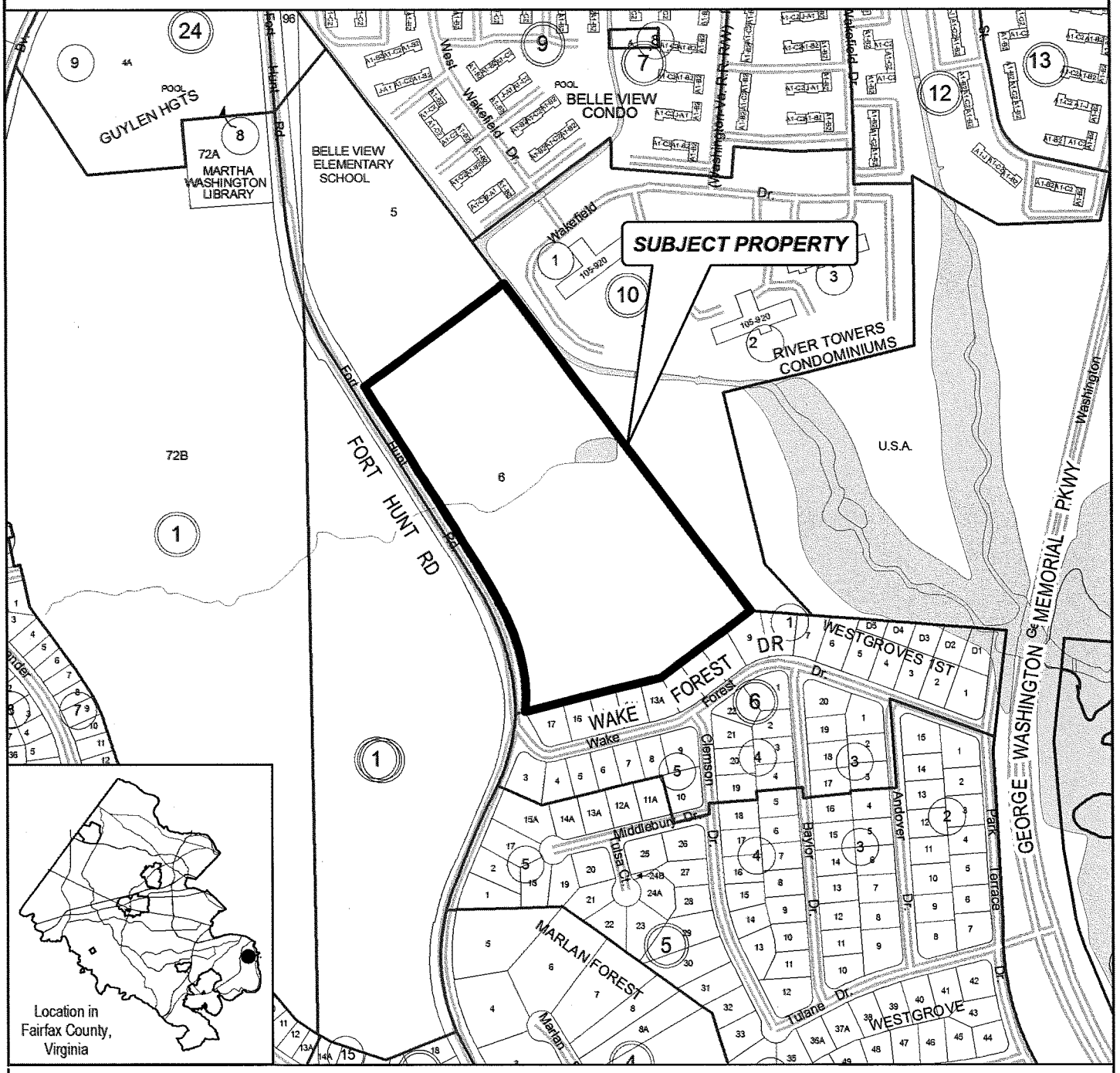
Acreage: N/A

Subject Property: 93-2 ((1)) 6

Planned Use: Public Park

Applicant: Fairfax County Park Authority

Proposed Use: Off-leash dog area/ Westgrove Park



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Board Agenda Item
September 11, 2012

INFORMATION – 3

County Holiday Schedule – Calendar Year 2013

A proposed calendar year 2013 holiday schedule for Fairfax County Government has been prepared. County employees are authorized 11 ½ holidays in each calendar year. (12 ½ every fourth year when Inauguration Day falls on a business day, Monday through Friday).

The proposed holiday schedule for 2013 lists the Federal Government holidays as well as those of the Fairfax County Public Schools. State employees and the Courts observe the Commonwealth of Virginia designated holidays.

Unless otherwise directed by the Board of Supervisors, the enclosed will be adopted as the holiday schedule for calendar year 2013.

ENCLOSED DOCUMENTS:
Attachment 1 – Proposed Holiday Schedule – 2013

STAFF:
Edward L. Long Jr., County Executive
Susan Woodruff, Human Resources Director

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Proposed Holiday Schedules – Calendar Year 2013

HOLIDAY	OBSERVED DAY - DATE	FAIRFAX COUNTY GOVERNMENT	FAIRFAX COUNTY PUBLIC SCHOOLS*	COMMONWEALTH OF VIRGINIA	FEDERAL GOVERNMENT
New Year's Day	Tuesday Jan 1 2013	X	X	X	X
Lee-Jackson Day	Friday Jan 18	regular work day	regular work day	X	regular work day
Martin Luther King, Jr. Day	Monday Jan 21	X	X	X	X
George Washington's Day	Monday Feb 18	X	X	X	X
Memorial Day	Monday May 27	X	X	X	X
Independence Day	Thursday July 4	X	X	X	X
Labor Day	Monday Sept 2	X	X	X	X
Columbus Day	Monday Oct 14	X	X	X	X
Veterans Day	Monday Nov 11	X	regular work day	X	X
Additional Time Off	Wednesday Nov 27	regular work day	regular work day	X (close at noon)	regular work day
Thanksgiving Day	Thursday Nov 28	X	X	X	X
Day after Thanksgiving	Friday Nov 29	X	X	X	regular work day
Christmas Eve Day	Tuesday Dec 24	X (half day)	X	X	regular work day
Christmas Day	Wednesday Dec 25	X	X	X	X
Floating Holiday/Additional Time Off	Friday Dec 31	regular work day	X	regular work day	regular work day
Total Holidays		11½	12	13½	10

* **The actual dates of some holidays may change to accommodate the student calendar.**

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Board Agenda Item
September 11, 2012

INFORMATION – 4

Implementation of the Tysons Corner Express Lanes Bus Service Plan, January 2013-March 2013 (Braddock, Dranesville, Hunter Mill, Lee, Mount Vernon, and Springfield Districts)

The Fairfax County Department of Transportation (FCDOT) intends to implement the Tysons Corner Express Bus Service Plan in January 2013 through March 2013. The first route to be implemented will be the Burke Centre Virginia Railway Express station (VRE) to Tysons Corner Express Lanes route effective January 2013. The Saratoga/Springfield and Lorton VRE to Tysons Corner Express Lanes routes will be implemented in March 2013 as outlined below:

> **Burke Centre - Tysons Corner Express Lanes Service**: Weekday, peak period express bus service from the Burke Centre Virginia Railway Express Station (VRE) to/from Tysons Corner via Guinea Road, Braddock Road and the 495 Express Lanes. Implementation date: January 2013. (Attachment 1)
>
> **Saratoga/Springfield – Tysons Corner Express Lanes Service**: Weekday, peak period express bus service from the Saratoga Park-and-Ride Lot to Tysons Corner via Fairfax County Parkway, Backlick Road, Central Springfield and the 495 Express Lanes. Implementation date: March 2013. (Attachment 2)
>
> **Lorton - Tysons Corner Express Lanes Service**: Peak period express bus service from Lorton VRE to Tysons Corner via Lorton Park-and-Ride Lot, I-95 and the 495 Express Lanes. Implementation date: March 2013. (Attachment 3)

Express Lanes Bus Service

The 495 Express Lanes are a public-private partnership between VDOT and Fluor-Transurban with the goal of providing relief from traffic congestion on the Beltway (I-495), and creating new transportation choices to those who live, work or travel in Fairfax County. The project will construct two new Express lanes in each direction along a 14-mile stretch of the Capital Beltway from the Springfield interchange to north of the Dulles Toll Road. The Express lanes project creates a unique opportunity for transit service by providing a semi-dedicated lane on which buses can achieve much higher speeds. Additional access points in Tysons Corner will also provide time savings which is a significant benefit to our customers.

FCDOT's Express Lanes bus service plan will introduce three new cross-county routes during third quarter of FY2013, beginning in January with the implementation of the first route from Burke Centre. The proposed route origins are the Burke Centre VRE Station, the Saratoga Park-and-Ride Lot (construction expected to be complete in

December 2012), and the Lorton VRE Station, with each route terminating in Tysons Corner. The routes would use the 495 Express Lanes to travel to Tysons Corner. Once the routes reach Tysons Corner they will use the Connector Bridge at Route 123 to access and then circulate through Tysons, providing stops at major employment sites. When the Dulles Metrorail Phase I service begins, the 495 Express Lanes routes will also serve some rail stations in Tysons Corner.

The Tysons Corner Express Lanes bus service plan will encourage development of a new market of riders that generally has not used transit previously. In January 2012, staff kicked-off a significant market research program that included case studies, employer and employee surveys and focus groups. Information gathered from the formative research was used to create a draft service plan.

During the fall 2012, staff plans a significant outreach and market campaign to ensure the success of the Tysons Corner Express Lanes bus service plan. Public meetings will be held to solicit public comment and refine the routing, schedule and fare structure. Staff will return to the Board in December 2012 with an updated item outlining final fare structure, routing and schedules.

Unless otherwise directed by the Board, the Department of Transportation will implement these service changes in January 2013 and March 2013.

FISCAL IMPACT:
Express Lanes routes will expand service by 25,067 hours annually and 11,096 for a partial year the remainder of FY2013. The service changes proposed will require $1,393,435.68 for partial year funding for the remainder of FY 2013.

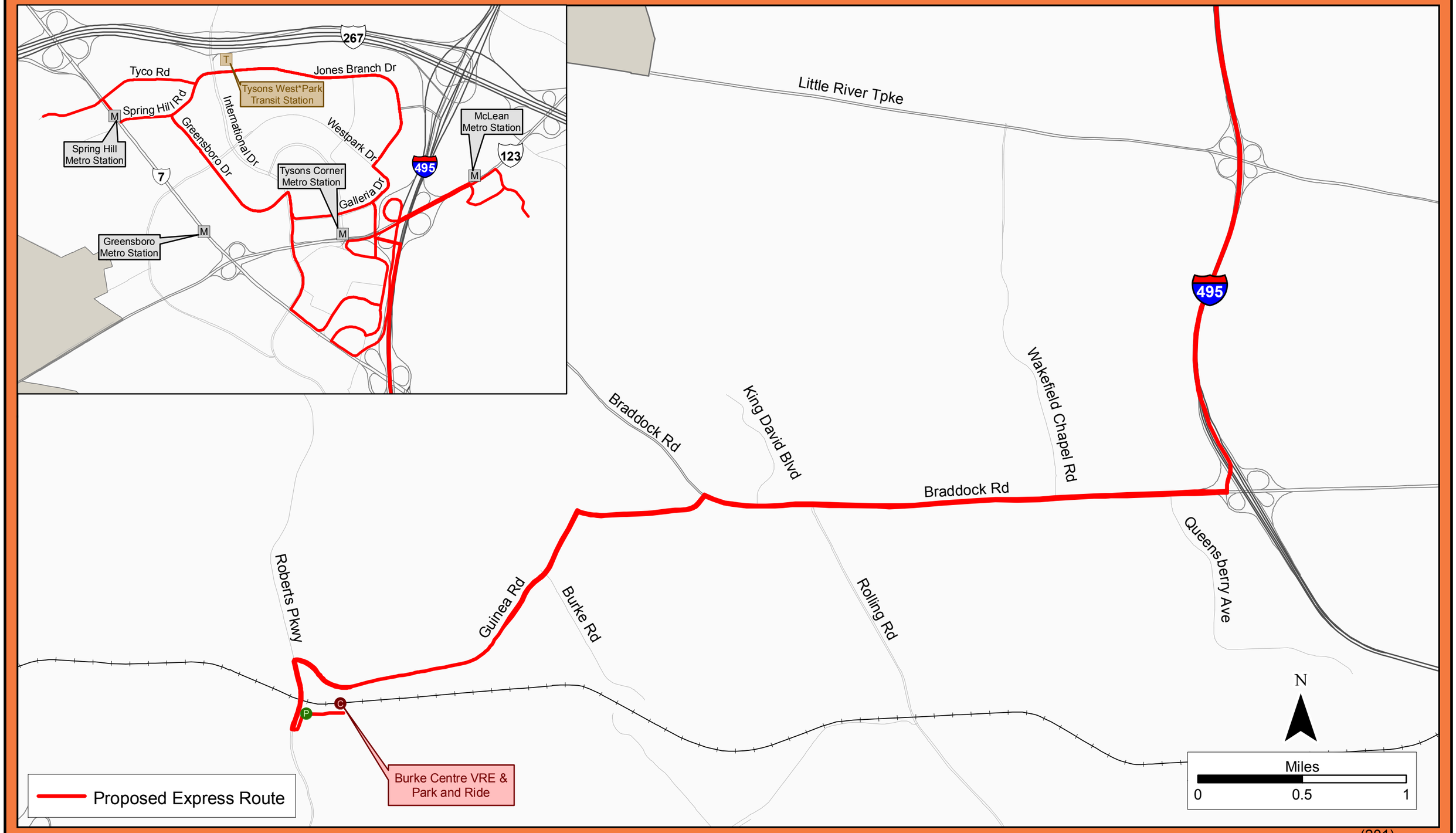
Funding for this expansion was included in the development of the FY 2013 budget. Sufficient funds to cover these service changes are included in Fund 100, County Transit Systems.

ENCLOSED DOCUMENTS:
Attachment 1: Proposed Burke Centre VRE to Tysons Corner Express Bus Service
Attachment 2: Proposed Saratoga/Springfield to Tysons Corner Express Bus Service
Attachment 3: Proposed Lorton VRE to Tysons Corner Express Bus Service

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Acting Chief, Transit Services Division, FCDOT
Christin Wegener, Chief, Fairfax Connector Section, FCDOT
Paul Mounier, Fairfax Connector Section, FCDOT

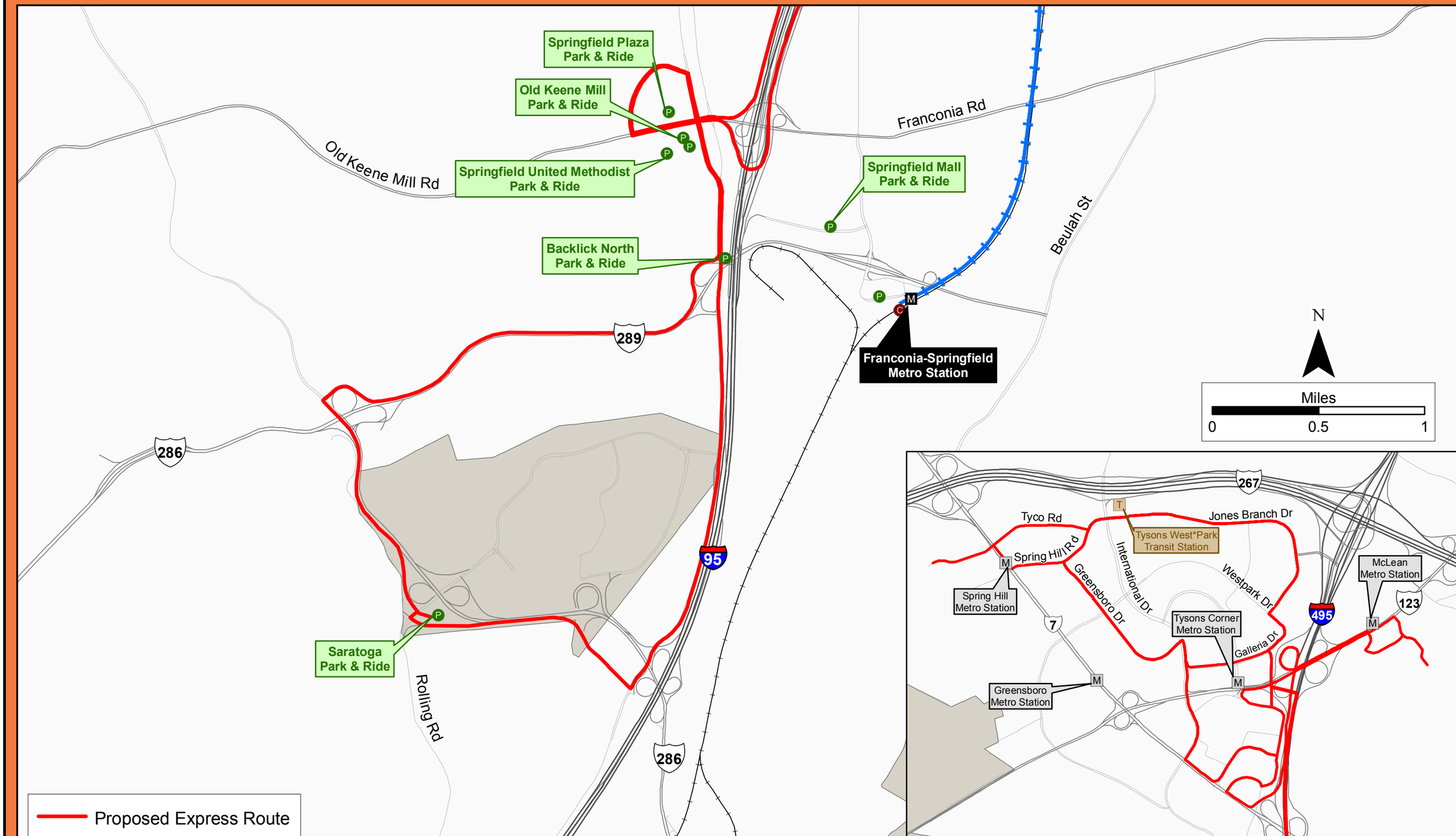
Attachment 1

PROPOSED Burke VRE-Tysons Corner Express Bus Service



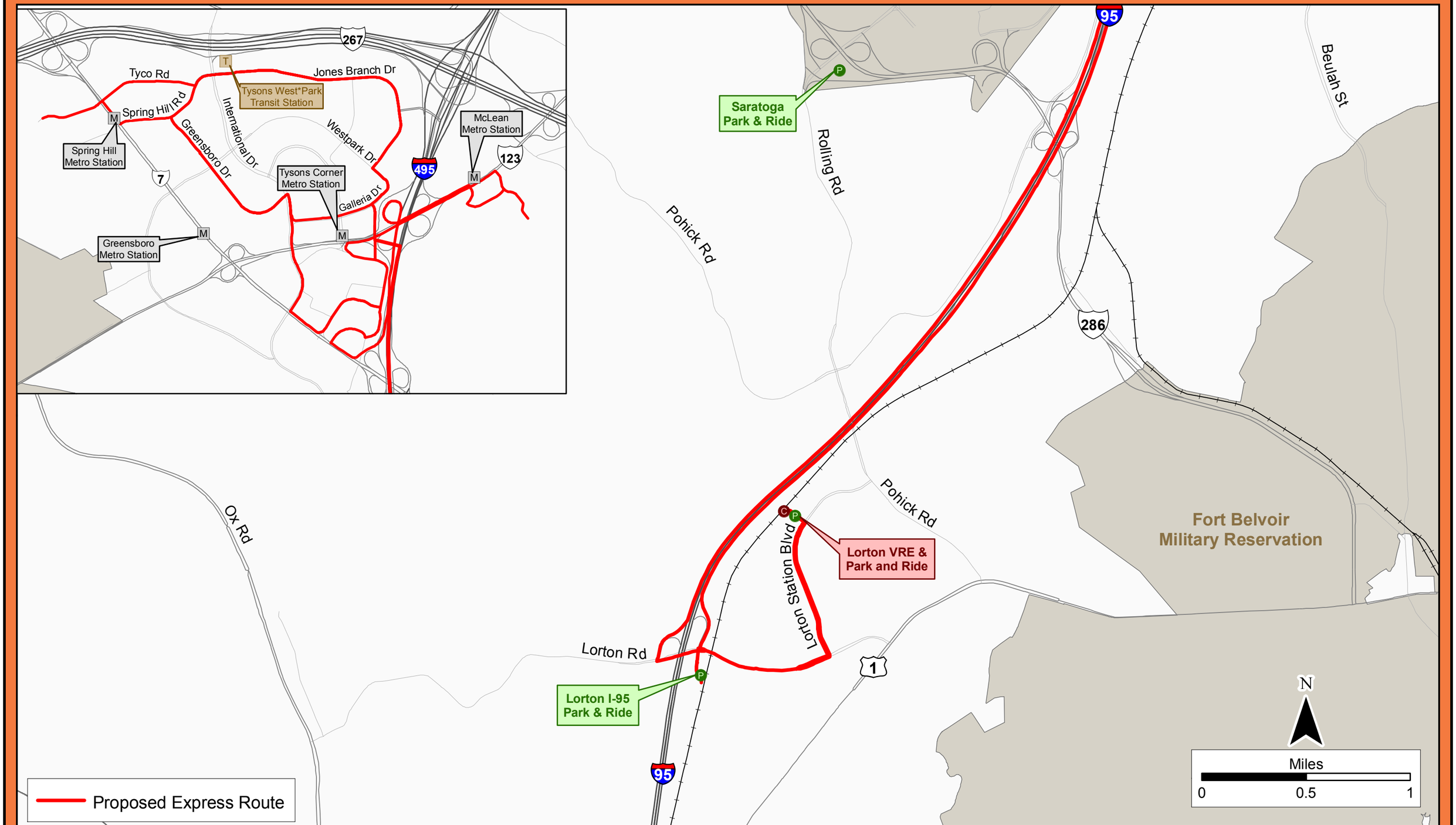
Attachment 2

PROPOSED Saratoga/Springfield to Tysons Corner Express Bus Service



Attachment 3

PROPOSED Lorton VRE to Tysons Corner Express Bus Service



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Board Agenda Item
September 11, 2012

INFORMATION - 5

Summary of Transportation Advisory Commission Recommendations for a Transportation Funding Outreach Plan

On June 12, 2012, the Department of Transportation (FCDOT) presented strategies for engaging the public in a discussion about potential ways to raise revenues for unfunded transportation needs over the next ten years to the Board Utilizing's Transportation Committee. The Committee recommended that the County's Transportation Advisory Commission (TAC), supplemented with representatives of other affected stakeholder groups, assist staff in developing an outreach plan for engaging with the public during Fall 2012.

The TAC and staff have met throughout the summer, and worked on key elements of this plan: funding options, proposed projects, and the public outreach plan. Each element of this effort has been discussed and refined by the TAC and staff to enable the public to understand the transportation needs, and provide feedback on the projects and the potential funding sources.

Projects identified for this effort were derived mainly from FCDOT's Ten-Year Plan, presented to the Board on February 7, 2012, which included a $3 billion deficit over the period. Staff has hired a consultant to develop a model to help rate the unfunded projects based on several criteria, including congestion reduction. Results of this benefit-cost analysis (BCA) are expected in Fall 2012. The TAC has played a vital role in assisting staff in refining the projects, identifying benefits of each project, and illustrating the positive impacts of each project. The projects will be further refined through the Benefit Cost Analysis and the public outreach efforts. A formal recommendation will be presented to the Board following the public outreach effort.

Staff researched funding options, and provided the TAC with extensive information to be considered in the outreach effort. Funding information has been compiled in a way to demonstrate to the public the financial impacts from a personal perspective. This will give the public the opportunity to provide informed feedback on various options based on accurate, straight-forward, and detailed information.

Plans for public outreach have been discussed over several TAC meetings. The TAC has suggested that the public outreach plan be presented in a way that speaks to Fairfax County as a thriving business community, and a great place for people to live, work, and play, and the importance of maintaining these characteristics. The TAC also acknowledged that even after all existing funding sources (Federal, State, and local) are

exhausted, there is still a significant need for transportation improvements in Fairfax County. Therefore, the County needs to explore additional revenue sources to meet these needs.

The TAC has recommended that the public outreach consist of extensive educational materials, four to nine community meetings around the County, a link on the FCDOT website offering detailed information about the outreach plan, projects, and funding options. It will also include an on-line survey of questions allowing the public to offer feedback on the projects and funding options being considered for raising additional revenues. This would include the opportunity suggest new projects or revenue sources. Staff may also consider the use of alternative interactive on-line tools to further broaden community engagement.

Specifically, the public meetings will be held largely in the evenings during the week. Information would be accessible in a variety of formats, and staff would be available to address any questions or concerns of the public. Information about revenue sources, projects and the benefit cost analysis will be available for public review. The public meetings will include a presentation summarizing the material, a question and answer session, and the ability for members of the public to take the survey and provide other feedback. After this public outreach effort, staff and the advisory commission will report back to the Board on the information and feedback that is collected. It is expected that this information will be available for discussion at the Board's October 23, 2012, Legislative Committee meeting.

Unless otherwise directed by the Board, staff will implement recommendations made by the Transportation Advisory Commission, and proceed with the public outreach efforts as described in this item.

FISCAL IMPACT:
None at this time.

ENCLOSED DOCUMENTS:
None.

STAFF:
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Todd Wigglesworth, Acting Chief, Coordination and Funding Division (CFD), FCDOT

Board Agenda Item
September 11, 2012

11:00 a.m.

Matters Presented by Board Members

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Board Agenda Item
September 11, 2012

11:50 a.m.

CLOSED SESSION:

(a) Discussion or consideration of personnel matters pursuant to Virginia Code § 2.2-3711(A) (1).

(b) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Virginia Code § 2.2-3711(A) (3).

(c) Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, and consultation with legal counsel regarding specific legal matters requiring the provision of legal advice by such counsel pursuant to Virginia Code § 2.2-3711(A) (7).

1. *Chantilly Partners Limited Partnership v. Board of Supervisors of Fairfax County, Virginia, and Fairfax County, Virginia*, Case No. CL-2011-18289 (Fx. Co. Cir. Ct.) (Springfield District)

2. Application of Virginia Electric and Power Company, PUE-2012-00064 (Va. State Corp. Comm'n) (County-wide)

3. *Taesuk Lee Campbell v. Fairfax County, Virginia, M.F. Colorado, Ivan Roeske, and Does 1-5, inclusive*, Civil Action No. 1:10-cv-1245 (E.D. Va.)

4. *Saad Lodhi v. Fairfax County Police Department*, Case No. 1:12cv485 (E.D. Va.)

5. *Andrew Chiles, et al. v. Melvin M. Dunn, Jr., et al.*, Case No. CL-2011-0012980 (Fx. Co. Cir. Ct.) (Mount Vernon District)

6. *Louise Root v. County of Fairfax*, Case No. CL-2012-0005097 (Fx. Co. Cir. Ct.)

7. *Xuli Zhang v. Police S. Regan and Police PEC [sic] M. Green*, Case No. 12-1389 (U. S. Ct. of App. for the Fourth Cir.)

8. *Alvin Mosier v. Commonwealth of Virginia, et al.*, Case No. 12-1397 (U.S. Ct. of App. for the Fourth Cir.)

9. *Khadija Ahmed v. Phimmery Moungkhoth*, Case No. CL 2012-0002136 (Fx. Co. Cir. Ct.) (Providence District)

10. *Elena Norfolk v. Detective Douglas Middlebrooks*, Case No. CL-2010-0013912 (Fx. Co. Cir. Ct.)

11. *Charlotte Ness v. Fairfax County Board of Supervisors and Fairfax County Department of Tax Administration*, Case No. CL-2012-0008988 (Fx. Co. Cir. Ct.) (Providence District)

12. *Beatriz Karina Roa v. Fairfax County, Chairman Sharon Bulova, David Bobzien, Oakton Fire and Rescue Department, Jason G. Pryor and Man Y. Li*, Case No. CL-2011-0016728 (Fx. Co. Cir. Ct.)

13. *Bassam Mohamednizar Zhed, by GEICO, subrogee v. Jose Carlos Paredes*, Case No. GV12-017352-00 (Fx. Co. Gen. Dist. Ct.)

14. *Manuel J. Sandoval v. Fairfax County, Virginia and Officer J. Luety*, Case No. GV12018761-00 (Fx. Co. Gen. Dist. Ct.)

15. *Allstate Insurance Co. a/s/o Narcisa Moreira v. Fairfax County, Virginia*, Case No. GV1218832-00 (Fx. Co. Gen. Dist. Ct.)

16. *The Church of the Good Shepherd, United Methodist v. The Board of Supervisors of Fairfax County, Virginia*, Civil Action No. 1:12cv925 (E.D. Va.) (Hunter Mill District)

17. *Sagres Construction, Inc. v. County of Fairfax, Virginia*, Case No. CL-2012-0009264 (Fx. Co. Cir. Ct.) (Hunter Mill District)

18. *Joseph F. and Juliana Campagna, Fairfax Christian School, Inc., Hunter Mill East, LLC, Hunter Mill West, LLC, Robert L. and Rosemary S. Thoburn, and Thoburn Limited Partnership v. Fairfax County Board of Supervisors*, Case No. CL-2010-0005862 (Fx. Co. Cir. Ct.) (Hunter Mill District)

19. *U.S. Bank National Association, Trustee for Wells Fargo Mortgage Backed Securities WFMBS 2006-AR16, and Samuel I. White, P.C., Substitute Trustee v. Shamsa Khan, Fairfax County Maintenance and Stormwater, Suntrust Bank, and Laurel Highlands Homeowners Association, Inc.*, Case No. CL-2012-0010506 (Fx. Co. Cir. Ct.) (Mount Vernon District)

20. *Eileen M. McLane, Fairfax County Zoning Administrator v. Akmal Ghani and Hamida Ghani*, Case No. CL-2012-0008004 (Fx. Co. Cir. Ct.) (Braddock District)

21. *Suli Wang and Renni Zhao v. Board of Supervisors of Fairfax County, Virginia*, Case No. CL-2012-0011367 (Fx. Co. Cir. Ct.) (Providence District)

22. *Eileen M. McLane, Fairfax County Zoning Administrator v. Khanh Quach and Dao Tran*, Case No. CL-2010-0014970 (Fx. Co. Cir. Ct.) (Mason District)

23. *Eileen M. McLane, Fairfax County Zoning Administrator v. Rudy A. Urrutia, Sandra C. Urrutia, Adolfo Urrutia, and Jose Urrutia*, Case No. CL-2011-0013511 (Fx. Co. Cir. Ct.) (Lee District)

24. *Eileen M. McLane, Fairfax County Zoning Administrator v. MY West Spring Plaza, LLC*, Case No. CL-2006-0003805 (Fx. Co. Cir. Ct.) (Springfield District)

25. *Eileen M. McLane, Fairfax County Zoning Administrator v. KF Bailey's Crossroads, LLC*, Case No. CL-2011-0000048 (Fx. Co. Cir. Ct.) (Mason District)

26. *Eileen M. McLane, Fairfax County Zoning Administrator v. Son Tran, Dung H. Tran, and Anh Dao Tran*, Case No. CL-2009-0008760 (Fx. Co. Cir. Ct.) (Mason District)

27. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jorge A. Lagarteria and Maria A. Lagarteria*, Case No. CL-2007-0014790 (Fx. Co. Cir. Ct.) (Mason District)

28. *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)

29. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Richard H. Chiu*, Case No. CL-2012-0001906 (Fx. Co. Cir. Ct.) (Providence District)

30. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jaime R. Rueda*, Case No. CL-2009-0008709 (Fx. Co. Cir. Ct.) (Mason District)

31. *Eileen M. McLane, Fairfax County Zoning Administrator v. James J. Hodges,* Case No. CL-2011-0009176 (Providence District)

32. *Eileen M. McLane, Fairfax County Zoning Administrator v. Hui Son Pak, Hae Bon Kang, and Jin Ja Kang*, Case No. CL-2012-0009481 (Fx. Co. Cir. Ct.) (Lee District)

33. *Eileen M. McLane, Fairfax County Zoning Administrator v. Russell J. Young and Kathryn L. Young*, Case No. CL-2012-0003527 (Fx. Co. Cir. Ct.) (Mason District)

34. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Walter A. and Phyllis E. Knick*, Case No. CL-2011-0009274 (Fx. Co. Cir. Ct.) (Hunter Mill District/Town of Vienna)

35. *Eileen M. McLane, Fairfax County Zoning Administrator v. Duane S. Whitney, Edward N. Whitney, Arthur M. Whitney, Pamela V. Whitney, Rhonda L. Whitney, Candace Alexander, and Jeanette Alexander*, Case No. CL-2007-0005644 (Fx. Co. Cir. Ct.) (Providence District)

36. *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)

37. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Melba B. Clarke*, Case No. CL-2009-0016978 (Fx. Co. Cir. Ct.) (Mason District)

38. *Eileen M. McLane, Fairfax County Zoning Administrator v. Michael A. Quigley*, Case No. CL-2012-0006380 (Fx. Co. Cir. Ct.) (Providence District)

39. *Eileen M. McLane, Fairfax County Zoning Administrator v. Evenizer Nanalig*, Case No. CL-2012-0010799 (Fx. Co. Cir. Ct.) (Lee District)

40. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Mazen Ayoubi and Fadia Ayoubi*, Case No. CL-2012-0006599 (Fx. Co. Cir. Ct.) (Dranesville District)

41. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Ryan Riad Filali*, Case No. CL-2012-0010275 (Fx. Co. Cir. Ct.) (Mount Vernon District)

42. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Miguel Hercules*, Case No. CL-2012-0007546 (Fx. Co. Cir. Ct.) (Lee District)

43. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Charles DeWeese Construction, Inc.*, Case No. CL-2012-0006715 (Fx. Co. Cir. Ct.) (Lee District)

44. *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)

45. *Eileen M. McLane, Fairfax County Zoning Administrator v. Cynthia Elaine Porter*, Case No. CL-2012-0004358 (Fx. Co. Cir. Ct.) (Sully District)

46. *Eileen M. McLane, Fairfax County Zoning Administrator v. Betty I. Morales*, Case No. CL-2012-0009225 (Fx. Co. Cir. Ct.) (Mason District)

47. *Eileen M. McLane, Fairfax County Zoning Administrator v. Paul J. Gayet, Trustee of the Gayet Living Trust*, Case No. CL-2012-0008003 (Fx. Co. Cir. Ct.) (Dranesville District)

48. *Eileen M. McLane, Fairfax County Zoning Administrator v. Old Dominion Nominee Trust, Donna R. Wiesner, Trustee, and David A. Keene, Trustee*, Case No. CL-2011-0012323 (Fx. Co. Cir. Ct.) (Mason District)

49. *Eileen M. McLane, Fairfax County Zoning Administrator v. Ronald C. Hutchison and Cherie A. Hutchison*, Case No. CL-2012-0005048 (Fx. Co. Cir. Ct.) (Hunter Mill District)

50. *Eileen M. McLane, Fairfax County Zoning Administrator v. Adam Marcetich*, Case No. CL-2012-0008909 (Fx. Co. Cir. Ct.) (Lee District)

51. *Eileen M. McLane, Fairfax County Zoning Administrator v. Abhijit Dutta and Jil Dutta*, Case No. CL-2012-0012685 (Fx. Co. Cir. Ct.) (Dranesville District)

52. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Clyde E. Nishimura*, Case No. CL-2012-0005565 (Fx. Co. Cir. Ct.) (Lee District)

53. *Eileen M. McLane, Fairfax County Zoning Administrator v. Jose Ramos*, Case No. CL-2012-0008222 (Fx. Co. Cir. Ct.) (Mason District)

54. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Eduardo Mendez Alvarez*, Case No. CL-2012-0006511 (Fx. Co. Cir. Ct.) (Mount Vernon District)

55. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Antonio C. Ramos and Georgianna W. Ramos***,** Case No. CL-2011-0015479 (Fx. Co. Cir. Ct.) (Dranesville District)

56. *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)

57. *Eileen M. McLane, Fairfax County Zoning Administrator v. Ghassem Sharifi and Farideh Sharifi*, Case No. CL-2012-0006897 (Fx. Co. Cir. Ct.) (Mason District)

58. *Eileen M. McLane, Fairfax County Zoning Administrator v. Amir Houshang Fazilat*, Case No. CL-2012-0008797 (Fx. Co. Cir. Ct.) (Hunter Mill District)

59. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Milagro Velasquez Romero*, Case No. CL-2012-0006600 (Fx. Co. Cir. Ct.) (Mount Vernon District)

60. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Anil Sareen, Anil Sareen, Trustee, and Anil Sareen 7237 Trust*, Case No. CL-2012-0006267 (Fx. Co. Cir. Ct.) (Providence District)

61. *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)

62. *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)

63. *Eileen M. McLane, Fairfax County Zoning Administrator v. Randal S. Cordes***,** Case No. CL-2012-0009999 (Fx. Co. Cir. Ct.) (Dranesville District)

64. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Kee Cho Han and Ae Young Han*, Case No. CL-2012-0010629 (Fx. Co. Cir. Ct.) (Mason District)

65. *Eileen M. McLane, Fairfax County Zoning Administrator v. Culmore Investment Properties, Inc., and New Horizon Group, Inc.*, Case No. CL-2012-0010711 (Fx. Co. Cir. Ct.) (Mason District)

66. *Eileen M. McLane, Fairfax County Zoning Administrator v. Stephen L. Spitz and Marie Pierre Menu-Orsinger*, Case No. CL-2012-0010797 (Fx. Co. Cir. Ct.) (Mason District)

67. *Eileen M. McLane, Fairfax County Zoning Administrator v. Stephen Thomas Smith, Initial Trustee of The Stephen Thomas Smith Living Trust*, Case No. CL-2012-0010869 (Fx. Co. Cir. Ct.) (Mason District)

68. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Gerson J. Cuellar and Rumny Nhim*, Case No. CL-2012-0010868 (Fx. Co. Cir. Ct.) (Dranesville District)

69. *Eileen M. McLane, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Sidney B. Hill and Wanda C. Hill*, Case No. CL-2012-0011053 (Fx. Co. Cir. Ct.) (Hunter Mill District)

70. *Eileen M. McLane, Fairfax County Zoning Administrator v. Nancy Chen and Youming Chen*, Case No. CL-2012-0011148 (Fx. Co. Cir. Ct.) (Dranesville District)

71. *Eileen M. McLane, Fairfax County Zoning Administrator v. Home Properties Huntington Metro, LLC*, Case No. CL-2012-0011235 (Fx. Co. Cir. Ct.) (Mount Vernon District)

72. *Eileen M. McLane, Fairfax County Zoning Administrator v. Duc Dang*, Case No. CL-2012-0011237 (Fx. Co. Cir. Ct.) (Providence District)

73. *James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. R. Joun Enterprises, LLC, Roland G. Joun, Trustee, Maria Joun, Trustee, Roland G. Joun Revocable Living Trust, and Maria Joun Revocable Living Trust*, Case No. CL-2012-0011286 (Fx. Co. Cir. Ct.) (Lee District)

74. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Richard C. Hayward*, Case No. CL-2012-0011387 (Fx. Co. Cir. Ct.) (Mount Vernon District)

75. *Eileen M. McLane, Fairfax County Zoning Administrator v. Osob Farah*, Case No. CL-2012-0011473 (Fx. Co. Cir. Ct.) (Mount Vernon District)

76. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Robert D. Edmonds, Jr.*, Case No. CL-2012-0011472 (Fx. Co. Cir. Ct.) (Dranesville District)

77. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Edwin M. Hirschfield*, Case No. CL-2012-0011844 (Fx. Co. Cir. Ct.) (Mount Vernon District)

78. *Eileen M. McLane, Fairfax County Zoning Administrator v. 8428 Richmond Highway, LLC, and Cuco Lindo, Inc.*, Case No. CL-2012-0012780 (Fx. Co. Cir. Ct.) (Lee District)

79. *Eileen M. McLane, Fairfax County Zoning Administrator v. Git Rid of It, LLC, and Michael L. Barnes*, Case No. CL-2012-0012708 (Fx. Co. Cir. Ct.) (Providence District)

80. *Eileen M. McLane, Fairfax County Zoning Administrator v. Steven Ko*, Case Nos. GV12-014030 and GV12-014031 (Fx. Co. Gen. Dist. Ct.) (Mason District)

81. *Eileen M. McLane, Fairfax County Zoning Administrator v. William Cosio and Zelma Cosio*, Case Nos. GV12-015735 and GV12-015736 (Fx. Co. Gen. Dist. Ct.) (Lee District)

82. *Eileen M. McLane, Fairfax County Zoning Administrator v. Lady Del Socorro Guadamuz*, Case No. GV12-017059 (Fx. Co. Gen. Dist. Ct.) (Mason District)

83. *Eileen M. McLane, Fairfax County Zoning Administrator v. Susan V. Retter*, Civil Case Nos. GV12-012700 and GV12-012701 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)

84. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Michele Ann Von Kelsch***,** Case No. GV12-014861 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)

85. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Melissa S. Malone***,** Case No. GV12-014860 (Fx. Co. Gen. Dist. Ct.) (Lee District)

86. *Eileen M. McLane, Fairfax County Zoning Administrator v. Mayra Hernandez***,** Case No. GV12-018722 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

87. *Eileen M. McLane, Fairfax County Zoning Administrator v. Cory A. Miller*, Case No. GV12-019326 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)

88. *Eileen M. McLane, Fairfax County Zoning Administrator v. Frank R. Tacaraya, Anthony R. Tacaraya, Richard Tacaraya, and Carlos Marin*, Case No. GV12-019320 (Fx. Co. Gen. Dist. Ct.) (Braddock District)

89. *Eileen M. McLane, Fairfax County Zoning Administrator v. Hever Joel Rosales and Margarita Rosales*, Case No. GV12-019429 (Fx. Co. Gen. Dist. Ct.) (Lee District)

90. *Eileen M. McLane, Fairfax County Zoning Administrator v. Daniel Flores-Alvarez and Leonor Flores-Alvarez*, Case No. GV12-019430 (Fx. Co. Gen. Dist. Ct.) (Mason District)

91. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Robert J. Stalker***,** Case No. GV12-020651 (Fx. Co. Gen Dist. Ct.) (Hunter Mill District/Town of Vienna)

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Board Agenda Item
September 11, 2012

3:30 p.m.

Public Hearing on PRC 77-C-076 (RTC Partnership, LLC) to Approve the PRC Plan Associated with DPA 77-C-076, Located on Approximately 2.36 Acres of Land Zoned PRC Residential Planned Community (Hunter Mill District)

This property is located at 1760 Reston Parkway, Reston, 20190. Tax Map 17-1 ((1)) 2C.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, June 28 , 2012, the Planning Commission voted 7-3-2 (Commissioners Alcorn, Hart, and Lawrence opposed; Commissioners Donahue and Hall abstaining) to recommend that the Board of Supervisors approve PRC 77-C-076, subject to development conditions dated June 22, 2012.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4379770.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
St. Clair D. Williams, Department of Planning and Zoning

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Planning Commission Meeting
June 28, 2012
Verbatim Excerpt

PRC 77-C-076 – RTC PARTNERSHIP, LLC (Hunter Mill District)

Decision Only During Commission Matters
(Public Hearing Held on March 14, 2012)

Commissioner de la Fe: Mr. Chairman, the second one is a decision only that relates to another PRC plan, PRC 77-C-076 in the name of RTC Partnership, LLC. The public hearing on this application was held on March 14, 2012. At that time, two speakers testified – one in favor and one opposed. We also received a number of written and email comments before the hearing and during the comment period, most of which raised issues concerning the need for residential use at this site and the possible effect of this proposal on the ongoing discussions at the Reston Master Plan Study. The process for getting this case to us tonight, in reality, began more than 30 years ago when the rezoning and redevelopment plans for this property were approved. Those actions created what can truly be called a unique situation. The approvals included proffers. However, there were no height or intensity limitations. Subsequent to the original actions, changes have been made to other properties included in the original approvals, but none affected the subject property. The applicant has requested a PRC Plan for redevelopment of the property that satisfies the proffers and conditions of the original approval. When the PRC Ordinance was changed a few years ago to make approval of PRC Plans a legislative rather than an administrative process, the objective was to permit an extensive community dialogue in situations where original approvals made significantly earlier to determine if conditions had changed enough to require substantive changes to the original approvals. I look at this case as almost a classic case as to why the PRC approval process was changed. There is no question as to the legality of that approval process change. The basic question for us tonight is, "Have conditions changed enough to warrant substantive changes to the original approvals?" After its usual thorough analysis, staff found that the application was in compliance with the PRC Ordinance requirements with one exception – height and intensity of the proposed structure was found to be incompatible with the planned and existing developments in the vicinity of the site. The existing developments of the immediate vicinity of the site are indeed low-rise developments. The planned redevelopment of the surrounding property known as Spectrum will have significantly taller buildings, but – unlike the application site – are limited in height and intensity by proffers. The intensity issue was found to be incompatible with the guidance contained in the Comprehensive Plan for transit-oriented development. As we heard during the public hearing, the most intense development in TOD areas should be within one-quarter mile of a rail station. The subject site is approximately 0.8 miles from the planned Reston Center Metro Station. It should be pointed out that the most intense developments in the urban core of Reston Town Center are outside the quarter-mile distance. In fact, some fall outside half-mile radius. The intensity of these developments are similar to what is proposed by the applicant. Though we generally think only of the rail stations when considering transit-oriented development in the Town Center District, the existing transit station should be taken into consideration. The subject site is approximately half-a-mile from the existing transit station. During the discussions leading to the adoption of the TOD policies, it was made clear that flexibility was fundamental in order to take into account not only distance from the transit station, but also the ease of accessibility,

given topography and the overall experience of walking to the station. I believe that given the topography, fairly flat, and walking through the urban core of Reston Town Center would make access a positive overall experience. The community discussion on this application concentrated not on the height and intensity, but on the fact that no residential was included. Since the original approvals did not include residential and this is a PRC Plan, not a rezoning, residential uses are not included. Though I fully respect staff's view concerning height and intensity, I believe that given the original approval without height or intensity limits, this PRC Plan complies with that approval. The applicant has agreed to a number of development conditions concerning TDM, green building practices, and public art among others that reflect current policy expectation. There is an ongoing Reston Master Plan Study that will affect the entire Town Center District. This application meets the current Reston Master Plan and in my view does not preclude what is currently being discussed for the future of the Town Center District. To answer the original question concerning the original approval conditions and today, in my view there have not been sufficient significant changes to negate the original approval. The site is within the Town Center District, meets the use limitations of the original approval, and the applicant has agreed to development conditions to reflect a number of current policy expectations. I do not find it easy to disagree with the staff recommendation for denial on height and intensity grounds, but given that with that exception, the application meets the PRC Ordinance requirements – in my view, conditions have not changed enough to merit denial. The Reston Planning and Zoning Committee recommended approval. Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF PRC 77-C-076, RTC PARTNERSHIP, LLC, SUBJECT TO DEVELOPMENT CONDITIONS NOW DATED JUNE 22, 2012.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. – oh, Mr. Litzenberger, sorry. Is there a discussion of the motion?

Commissioner Alcorn: Mr. Chairman?

Chairman Murphy: Mr. Alcorn.

Commissioner Alcorn: Thank you, Mr. Chairman. Unfortunately, I'm not able to support the motion. I concur with staff on this one and I don't think this is the right place for a new focal point as the applicant articulated in their application. So I will not be supporting the motion. Thank you.

Chairman Murphy: Further discussion? Mr. Lawrence.

Commissioner Lawrence: Mr. Chairman, I ally myself with Commissioner Alcorn.

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. I too agree with Commissioner Alcorn and staff and I'd like to elaborate a little bit. I don't often disagree with Commissioner de la Fe and I don't think I've – I don't recall ever disagreeing on a Hunter Mill case before, but I think there are some Countywide implications. It's difficult for me also because I think there are some attractive implications – attractive aspects of this application. I think there are some positive commitments. I think we want buildings like this in the right location. In my view, there is a procedural problem at the threshold. I believe that the Ordinance requires us to do an evaluation of an application like this in the context of the Comprehensive Plan. Even if it's a PRC Plan, we have to be looking at the Comprehensive Plan. I think staff is correct that this is not in conformance with it. I think I understand the applicant's position about why they're exempt from that and I would disagree with that. We've spent a lot of time with the Comprehensive Plan anticipating that future growth in the County would be vertical and oriented in proximity to transit stations. I think at three-quarters of a mile – 0.8 or whatever it is – a building this large is really more automobile-oriented. There are very few people that are going to be walking eight-tenths of a mile and that this particular building is too big and too far from the station. If it were smaller, I think I could support it. If it were closer to the station, I think I could support it. The economic rationale that's been expressed for the size of the building being necessary, though, I think is a problem. At the public hearing, I think we asked why the building couldn't be smaller and the rationale that I heard at that time was that there are currently tenants in the building and the applicant can't afford to redevelop unless the project has a certain critical mass of this size to afford to be able to do it. That's not a reason to have a building this large. That's particularly not a reason in other places like Tysons where if we're going as far as three-quarters of a mile because applicants can't afford to redevelop unless certain constraints are relaxed. We have a real problem with that. If we approve buildings this large, this far away from the station, it's going to be very difficult to deny the same sort of application for similarly situated properties at 0.8 or even closer to the station. That has implications for the amount of development that we've contemplated. I think, particularly in Tysons Corner, there are many locations where if we're beyond the quarter-mile – if the economic justification is a rationale for going bigger and taller, we're going to have problems with that. I can also support a little more time to work on this and I hoped, actually, that following the public hearing there would be opportunities maybe to reconsider the critical mass here. Could this be smaller? Could it – did it really have to be this big? Since the decision is tonight, I won't be supporting it.

Chairman Murphy: Further discussion of the motion?

Commissioner de la Fe: Mr. Chairman?

Chairman Murphy: Yes.

Commissioner de la Fe: I usually don't comment on comments made during these things, but I just want to state that I don't think this sets a precedent for anywhere else. As I – as I said, this is a unique situation where the original approvals have no height or intensity limitations. And this is

a PRC Plan – and nothing in my rationale for recommending approval goes with economic conditions. That is not what we act on. We act on land-use issues. Thank you.

Chairman Murphy: Further discussion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PRC 77-C-076, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners Alcorn and Lawrence: No.

Commissioner Hart: Nay.

Chairman Murphy: Motion carries.

Commissioner Hall: Abstain.

Chairman Murphy: Mr. Hart, Mr. Lawrence, and Mr. Alcorn vote no. Ms. Hall abstains.

Commissioner Donahue: Abstain also, Mr. Chairman.

Chairman Murphy: And Mr. Donahue abstains.

//

(The motion carried by a vote of 7-3-2 with Commissioners Alcorn, Hart, and Lawrence opposed; Commissioners Donahue and Hall abstaining.)

JLC

Board Agenda Item
September 11, 2012

3:30 p.m.

Public Hearing on Amendment to Fairfax County Code Section 67.1-10-2(b) to Extend the Period for Connecting to County-Constructed Extension and Improvement Facilities at the Connection Rates in Effect Prior to July 1, 2011

ISSUE:
Public hearing to amend Section 67.1-10-2(b) of the Fairfax County Code to provide a limited extension (to December 31, 2012) of the deadline for connection to County constructed sewerage facilities at the rates in effect prior to July 1, 2011.

RECOMMENDATION:
The County Executive recommends that the Board adopt the attached proposed amendments to Section 67.1-10-2(b) of the Fairfax County Code.

TIMING:
Board action is requested on September 11, 2012 after holding the public hearing. The advertisement for the public hearing was authorized by the Board at its meeting on July 31, 2012.

BACKGROUND:
On April 12, 2011, after having advertised its intention to do so, the Board adopted a comprehensive set of sewer service rate and fee increases. Those changes generally became effective on July 1, 2011. That action was consistent with the County's intent to change the basis of funding for the County's Extension and Improvement (E&I) Program and the Wastewater Management Program's Revenue Sufficiency and Rate Analysis for the Sewer System prepared with the assistance of Public Resources Management Group, Inc. (PRMG). Among the many changes adopted by the Board, the Board approved a substantial increase in the Connection Charge to those property owners who connect their properties to the extensions of sanitary sewer lines funded and constructed by the County. Based on historical data, the average cost of extending sewers is $46,000 per property in an E&I project area. The Connection Charge increase was necessary to allow for the future cost of the E&I Program to be shared equally between the County and the property owners seeking public sewer service.

More specifically, prior to that action, the connection fees for a residence ranged from a minimum of $300 to a maximum of $600.00. The new rates provided for connection

fees for a residence that ranged from a minimum of $7,625 to a maximum of $15,250. However, in adopting that increase, the Board provided a transition period of one year for those persons who were in a position to connect to the existing sewers that had been constructed by County-funded E&I project. Property owners who connected prior to July 1, 2012, were permitted to connect at the old, lower rates. Also, for those active E&I projects that were under design or construction, the Board provided a transition period of 30 days after completion of the projects or until June 30, 2012, whichever comes last, for connections at the old rate.

Unfortunately, staff has become aware of a number of hardship situations involving property owners who have not been able to connect to the County facilities within the prescribed time for various reasons. Moreover, work on two E&I projects to serve the Piney Run and the Glenbrook subdivisions was suspended for several years, and the property owners in those subdivisions cannot connect to the sewer system until those projects are designed and completed.

For those reasons, staff is recommending an amendment to Fairfax County Code Section 67.1-10-2(b) to provide a limited extension, to December 31, 2012, of the old rates for those property owners who can claim that their connection to existing sewers was delayed by hardship. The amendment proposes to give the Director of the Department of Public Works and Environment Services the authority to make such hardship determinations. Also, because the Piney Run and Glenbrook Subdivisions were under design prior to the initial deadline, owners in those developments also would benefit from the old, lower rates as well.

Additionally, the proposed amendments extend the deadline for connections to the County sewers at the old rate in the active E&I projects (under design or construction). Originally, the property owners were to connect to the sewer lines within 30 days of the completion of the construction of the project or June 30, 2012, whichever comes last, to qualify for the old Connection Charge. The proposed amendments extend the deadline for connections at the old rate to up to one year from the completion of the project. The amendments also provide the same hardship criteria as those for connecting to the existing sewers to those sewers being constructed in the active E&I projects.

Finally, after the Board action on July 31, 2012, staff noted a typographical error and the need to clarify the time periods for the hardship extensions that appeared in the draft ordinance that was advertised. For that reason, staff suggests corrections and clarifications to the original proposal, and those changes are shown in brackets [ ] in the revised draft that is included in the Enclosed Documents. These revisions are within the scope of the advertised changes, and staff recommends that the Board adopt the amendment to Section 67.1-10-2(b) with the recommended changes shown in brackets.

FISCAL IMPACT:
It is anticipated that the increased Connection Charge will generate an average of $1.5M per year based on an annual budget of $3M for the E&I Program. Staff estimates the number of connections to the system that may have been delayed by hardship to be under 25. The fiscal impact to the County would be the difference between the old and the new Connection Charge, and the maximum difference between the old and the new maximum charge is $14,650. Assuming a total of 25 hardship connections, the maximum fiscal impact to the County would be $366,250 less than the anticipated average revenue of $1.5M per year generated by the increased Connection Charge. If some connections were less than the maximum amount, then the fiscal impact would be less.

ENCLOSED DOCUMENTS:
Attachment 1: An Ordinance to Amend Fairfax County Code Section 67.1-10-2 Concerning Sewer Connection Charges and to provide a Limited Extension for Certain Connection Fee Increases

STAFF:
Robert A. Stalzer, Deputy County Executive
James W. Patteson, Director, Department of Public Works and Environmental Services (DPWES)
Randolph W. Bartlett, Deputy Director, Stormwater and Wastewater Management, DPWES
Shahram Mohsenin, Director, Wastewater Planning and Monitoring Division, DPWES

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Attachment I

AN ORDINANCE TO AMEND FAIRFAX COUNTY CODE SECTION 67.1-10-2 CONCERNING SEWER CONNECTION CHARGES AND TO PROVIDE A LIMITED EXTENSION FOR CERTAIN CONNECTION FEE INCREASES

Draft of August 8, 2012

Recommended staff changes [ ] to advertised amendment

AN ORDINANCE to amend and readopt Section 67.1-10-2(b) of the Fairfax County Code relating to the sewer connection charges.

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

1. That Section 67.1-10-2(b) of the Fairfax County Code is amended and readopted:

Section 67.1-10-2 – Availability, Connection, Lateral Spur and Service Charges.

. . .

(b) Connection Charges.

(1) *Residential and community uses:* Except as otherwise provided herein, [t]here is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum of $7,625 and a maximum of $15,250 for the connection of single-family detached and attached dwellings, churches, schools, fire stations, community centers or other such similar community uses to the Facilities of the County.

(A) The above Connection Charges ~~will go in effect starting~~ are effective beginning on July 1, 2011, for all Facilities of the County constructed after July 1, 2011. During the period of July 1, 2011, through June 30, 2012, Connection Charges for connections to Facilities of the County constructed prior to July 1, 2011, will be $6.00 per front foot of premises (with a minimum of $300.00 and a maximum of $600.00). ~~Beginning July 1, 2012 all connections to all Facilities of the County will be assessed the Connection Charges in Section 67.1-10-2 (b)(1) above.~~ Provided, however, the Director may extend the deadline for connection to Facilities of the County from July 1,

2012, to December 31, 2012, if the Director determines that for reasons beyond the control of the owner of the premises, at least one of the following conditions are met:

(i) All applicable fees and charges have been paid to the County and other appropriate governmental agencies prior to June 30, 2012;

(ii) All applicable permits have either been applied for or obtained prior to June 30, 2012;

(iii) The owner of the premises can show diligent and active efforts to connect to the Facilities of the County prior to June 30, 2012;

(iv) The owner has been delayed by the actions of a third party, e.g., delays in the issuance of permits or inspections by any government agency or other party; or

(v) The delays have been caused by an Act of God.

(B) Connection Charges for connection to the Facilities of the County in the County's Extension and Improvement (E&I) Program that ~~are~~ were under design for construction ~~at the time the Connection Charges in Section 67.1-10-2 (b)(1) are adopted (i.e. April 26, 2011)~~ on or before April 12, 2011, and that were not completed on or before that date, will be $6.00 per front foot of premises (with a minimum of $300.00 and a maximum of $600.00) provided all of the following conditions are met:

(i) property owners in the E&I project area agree to grant all required easements within 4 months ~~of the adoption date (i.e. no later than August 25, 2011) of Connection Charges in Section 67.1-10-2 (b)(1)~~ from the completion of the design;

(ii) 50% of the property owners in the E&I project area pay the required Availability Charges within 4 months ~~of the adoption date (i.e. no later than August 25, 2011) of Connection Charges in Section 67.1-10-2 (b)(1)~~ from the completion of the design; and

(iii) connections to the Facilities of the County are made by no later than June 30, 2012, or within ~~30 days of~~ one year from the completion of the construction of the E&I project, whichever comes last, provided, however, the Director shall have [~~to~~ the] power to extend this deadline [by up to six months] for the hardship reasons set forth in subsections (A)(i) through (A)(v), above [, provided, however, that in lieu of the date

June 30, 2012, the operative date for such extensions shall be one year from the date of completion of construction of the E&I project for which a connection is requested].

(2) *All other uses:* There is hereby established and imposed a connection charge of $152.50 per front foot of premises (with a minimum charge of $15,250) for the connection of all other uses to the Facilities of the County.

(3) The connection charges established and imposed above shall not apply to premises to be connected to the Facilities of the County if such Facilities of the County are constructed totally at private expense.

(4) For the purposes of Section 67.1-10-2 (b), front foot of premises will be determined by measuring the frontage of the premises located on the street address side of the premises.

. . .

2. That this ordinance shall become effective upon adoption.

GIVEN under my hand this ____ day of September 11, 2012.

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

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Board Agenda Item
September 11, 2012

3:30 p.m.

Public Hearing on SEA 88-S-077-05 (Brookfield-Beverly Road Associates, Limited Partnership) to Amend SE 88-S-077 (Previously Approved for a Service Station, Quick-Service Food Store, Car Wash, Drive-In Financial Institutions, Fast Food Restaurants with Drive-Thru Windows, Increase in Building Height, Hotels and Vehicle Rental Establishment) to Permit Waiver of Certain Sign Regulations and Associated Modifications to Site Design and Development Conditions, Located on Approximately 49.73 Acres of Land Zoned C-6, AN and WS (Sully District)

This property is located at 4320, 4335 and 4368 Chantilly Shopping Center, Chantilly, 20151. Tax Map 44-1 ((9)) A, B, C, D1, E2, F2 and F3.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 26, 2012, the Planning Commission voted 9-0-1 (Commissioner Hart abstaining, Commissioners Alcorn and Sargeant absent from the meeting) to recommend that the Board of Supervisors approve SEA 88-S-077-05, subject to the development conditions dated July 23, 2012, with the following modifications to development condition 6:

- Remove the text reading, “The image displayed on the electronic changeable copy sign (LED panel) shall not be changed more than two (2) times in a 24-hour period. In addition;” and

- Capitalize the letter “t” at the beginning of the text reading, “the LED panel.”

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4379770.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Brent Krasner, Department of Planning and Zoning

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Attachment 1

Planning Commission Meeting
July 26, 2012
Verbatim Excerpt

SEA 88-S-077-05 – BROOKFIELD-BEVERLY ROAD ASSOCIATES, LIMITED PARTNERSHIP

After the Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. Litzenberger. And we appreciate this application…

Commissioner Litzenberger: Moving forward, I am going to make a motion to approve this – this evening with the change to item 6. I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF SEA 88-S-077-05, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 23, 2012, WITH THE FOLLOWING CHANGE TO DEVELOPMENT CONDITION 6 –

Commissioner Flanagan: Second.

Commissioner Litzenberger: Well I have to –

Commissioner Hall: Wait, he isn't done yet.

Commissioner Litzenberger: Okay.

Chairman Murphy: Somebody held up a sign that said, "Second."

Commissioner Litzenberger: Okay, I wish TO STRIKE THE SENTENCE IN DEVELOPMENT CONDITION 6 THAT READS, "THE IMAGE DISPLAYED ON THE ELECTRONIC CHANGEABLE COPY SIGN (LED PANEL) SHALL NOT BE CHANGED MORE THAN TWO (2) TIMES IN A 24-HOUR PERIOD. IN ADDITION" AND THEN CAPITALIZE THE T FOR "THE LED PANEL."

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. No surprise to anyone. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 85-S-077-05 [sic], say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Hart: Abstain.

Chairman Murphy: Motion carries. Thank you very much.

Commissioner Hart: Abstain.

Chairman Murphy: Mr. Hart abstains. Mr. McDermott, thank you for a very colorful evening.

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(The motion carried by a vote of 9-0-1 with Commissioner Hart abstaining; Commissioners Alcorn and Sargeant absent from the meeting.)

JLC

Board Agenda Item
September 11, 2012

3:30 p.m.

Public Hearing on SE 2012-MA-004 (Jooan Peace, Inc.) to Permit Parking in an R District, Located on Approximately 26,939 Square Feet of Land Zoned R-2 and HC (Mason District)

This property is located at 4119 Hummer Rd., Annandale, 22003. Tax Map 59-4 ((6)) 20B.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 26, 2012, the Planning Commission voted unanimously (Commissioners Alcorn and Sargeant absent from the meeting) to recommend to the Board of Supervisors approval of the following actions pertinent to the subject application:

- Approval of SE 2012-MA-004, subject to the development conditions dated July 12, 2012, and the inclusion of an additional development condition requiring that the construction of the parking lot abutting the buffer minimize potential damage to local tree roots;
- Modification of the transitional screening requirement along the northern property line in favor of the SE plat and development conditions;
- Modification of the transitional screening requirement along the western property line in favor of the SE plat; and
- Waiver of the barrier requirements along the western property line.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4379770.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kristen Abrahamson, Department of Planning and Zoning

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Planning Commission Meeting
July 26, 2012
Verbatim Excerpt

SE 2012-MA-004 – JOOAN PEACE, INC.

After the Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Ms. Hall please.

Commissioner Hall: Thank you, Mr. Chairman. I want to thank both speakers for coming out this evening and sharing their thoughts about this application. It's amazing how two people can see the same thing, but have two separate opinions and that happens in life. In Mason District, we do try and reach out to the community, but all we can do is notify the homeowners association for the applications that are reviewed at the Mason District Office. I – this application was heard twice. There were concerns about the buffer and to make sure that there was sufficient buffering to take care of the existing residential. I know that the Minister spoke about flashing – bright lights and everything, but the lighting is going to be – I would like to ask staff to address lighting. The acorn lights really don't give up that much lighting and the rest of it is shielded, isn't it?

Kristen Abrahamson, Zoning Evaluation Division (ZED), Department of Planning and Zoning (DPZ) and Miriam Bader, ZED, DPZ: Yes.

Commissioner Hall: So the fact that the townhomes are across the way – and there's a significant amount of open space between Hummer Road and where these townhomes are with trees and so forth. So the likelihood of them being impacted by lights is – I don't think it'll be an issue because of the concerns. That's one. As far as it impacting on the cost of the real estate – your other concern – I don't know that I can really speak to it. But I can say – based on the illustrations – and these are the requirements, the pavers and the acorn lights – these are the requirements of the Annandale Revitalization Group, which the applicant has agreed to provide. I really don't – I think this would have a better impact on your values than what is currently there because old houses that regrettably are left to fall apart really do have a very negative impact and there has been a few of them in Mason District. So while I appreciate you coming and sharing your thoughts, I have to agree with staff that this is a valid application in keeping with the Comprehensive Plan. And so, therefore, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2012-MA-004, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 12, 2012.

Commissioner Hart: Second.

Chairman Murphy: Seconded by Mr. Hart. Is there a discussion of the motion?

Commissioner Lawrence: Mr. Chairman?

Chairman Murphy: Yes, Mr. Lawrence.

Commissioner Lawrence: Point of clarification. Would the Commissioner consider MY SUGGESTION ABOUT THE CONDITION ASKING FOR A BRIEFING OF THE PEOPLE WHO ARE GOING TO PUT THE PARKING LOT IN NEXT TO THE BUFFER?

Commissioner Hall: I'm sorry?

Chairman Murphy: To preserve the roots of the trees to protect –

Commissioner Hall: Oh, that certainly is something the applicant can do.

Commissioner Lawrence: I think that would help.

Commissioner Hall: Well, I think it would especially if – those were actually the discussions we had at Mason District. It was specifically about that, so I think that would be a good idea.

Chairman Murphy: So I think what we're ASKING is for STAFF TO CRAFT A DEVELOPMENT CONDITION TO PUT IT INTO THE APPLICATION PRIOR TO THE BOARD MEETING, OKAY?

Ms. Abrahamson and Ms. Bader: Okay.

Commissioner Hall: If you would.

Commissioner Lawrence: Thank you, Mr. Chairman.

Chairman Murphy: All those in –

Commissioner Lawrence: Thank you, Ms. Hall.

Chairman Murphy: All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Ms. Hall.

Commissioner Hall: Thank you. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE FOLLOWING WAIVERS AND MODIFICATIONS – there are three:

- MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENT ALONG THE north – NORTHERN PROPERTY LINE IN FAVOR OF THE SE PLAT AND DEVELOPMENT CONDITIONS;

- MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENT ALONG THE WESTERN PROPERTY LINE IN FAVOR OF THE SE PLAT;

- AND FINALLY, A WAIVER OF THE BARRIER REQUIREMENTS ALONG THE WESTERN PROPERTY LINE.

Commissioners Hart and Lawrence: Second.

Chairman Murphy: Seconded by Mr. Hart and Mr. Lawrence. Is there a discussion of that motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

Commissioner Hall: Again, thank you very much for coming out.

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(The motions carried unanimously with Commissioners Alcorn and Sargeant absent from the meeting.)

JLC

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Board Agenda Item
September 11, 2012

3:30 p.m.

Public Hearing on SE 2012-DR-003 (TD Bank, N.A.) to Permit a Drive-In Financial Institution and Waiver of Minimum Lot Size Requirement, Located on Approximately 29,595 Square Feet of Land Zoned C-5 (Dranesville District)

This property is located at 6256 and 6260 Old Dominion Drive, McLean, 22101. Tax Map 31-3 ((1)) 112A and 116A pt.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 26, 2012, the Planning Commission voted 9-0-1 (Commissioner Migliaccio abstaining and Commissioners Alcorn and Sargeant absent from the meeting) to recommend to the Board of Supervisors approval of the following actions pertinent to the subject application:

- Approval of SE 2012-DR-003, subject to development conditions dated July 26, 2012;
- Waiver of the minimum lot size requirements to permit a lot area of 29,595 square feet instead of the required 40,000 square feet;
- Modification of the transitional screening and waiver of the barrier requirements along the site's southern boundary along Old Dominion Drive and a modification of the transitional screening and barrier requirements along the site's northern and northeastern boundaries in favor of what is shown on the SE plat;
- Modification of the trail requirement along Old Dominion Drive in favor of the sidewalks shown on the SE plat; and
- Waiver of the loading space requirement for the drive-in financial institution use.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4379770.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Megan Brady, Department of Planning and Zoning

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Attachment 1

Planning Commission Meeting
July 26, 2012
Verbatim Excerpt

SE 2012-DR-003 – TD BANK, N. A.

Decision Only During Commission Matters
(Public Hearing Held on July 12, 2012)

Commissioner Donahue: Thank you, Mr. Chairman. I have two decisions this evening – two decisions only this evening, both of which I would like to move. The first one, TD Bank, we did about two weeks ago. We had some very minor items to get straightened out, particularly concerning Condition 17. I think they are now straightened out. And therefore, Mr. Chairman, since we have a long agenda, I'll go very quickly and MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2012-DR-003, SUBJECT TO DEVELOPMENT CONDITIONS DATED JULY 26, 2012.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. 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 2012-DR-003, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: Mr. Chairman?

Commissioner Donahue: Thank you, Mr. Chairman.

Commissioner Migliaccio: I abstain, not present for the public hearing.

Chairman Murphy: All right, Mr. Migliaccio abstains.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND THAT THE BOARD OF SUPERVISORS APPROVE A WAIVER OF THE MINIMUM LOT SIZE REQUIREMENTS TO PERMIT A LOT AREA OF 29,595 SQUARE FEET INSTEAD OF THE REQUIRED 40,000 SQUARE FEET.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF THE TRANSITIONAL SCREENING AND WAIVER OF THE BARRIER REQUIREMENTS ALONG THE SITE'S SOUTHERN BOUNDARY ALONG OLD DOMINION DRIVE AND A MODIFICATION OF THE TRANSITIONAL SCREENING AND BARRIER REQUIREMENTS ALONG THE SITE'S NORTHERN AND NORTHEASTERN BOUNDARIES IN FAVOR OF WHAT IS SHOWN ON THE SE PLAT.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstentions on both those last motions.

Commissioner Donahue: I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF THE TRAIL REQUIREMENT ALONG OLD DOMINION DRIVE IN FAVOR OF THE SIDEWALKS SHOWN ON THE SE PLAT.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Same abstention.

Commissioner Donahue: Lastly, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A WAIVER OF THE LOADING SPACE REQUIREMENT FOR THE DRIVE-IN FINANCIAL INSTITUTION USE.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion of that motion? All those in favor, say aye.

Chairman Murphy: Opposed? Motion carries. Same abstention.

Commissioner Donahue: Thank you, Mr. Chairman. Thank you, Megan Brady for the fine work you have done and for your patience. Thank you to the applicant, who worked very well and very closely with us to get this done. I appreciate it all.

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(The motions carried by votes of 9-0-1 with Commissioner Migliaccio abstaining; Commissioners Alcorn and Sargeant absent from the meeting.)

JLC

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Board Agenda Item
September 11, 2012

3:30 p.m.

Public Hearing on SE 2010-DR-019 (Sivnam Partnership, LLC) to Permit a Fast Food Restaurant, Located on Approximately 42,535 Square Feet of Land Zoned C-8 (Dranesville District)

This property is located at 12218 Leesburg Pike, Great Falls, 22066. Tax Map 6-1 ((1)) 18.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 26, 2012, the Planning Commission voted unanimously (Commissioners Alcorn and Sargeant absent from the meeting) to recommend to the Board of Supervisors approval of the following actions pertinent to the subject application:

- Approval of SE 2010-DR-019, subject to the development conditions dated July 26, 2012;
- Waiver of the trail requirement along the north side of Route 7 in favor of existing conditions;
- Waiver of the barrier requirement along the northeastern property line in favor of that depicted on the SE plat; and
- Modification of the transitional screening requirement along the northeastern property line in favor of that depicted on the SE plat.

ENCLOSED DOCUMENTS:
Attachment 1: Verbatim excerpt
Staff Report previously furnished and available online at:
http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdwf/4379770.PDF

STAFF:
Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)
Kristen Abrahamson, Department of Planning and Zoning

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Planning Commission Meeting
July 26, 2012
Verbatim Excerpt

SE 2010-DR-019 – SIVNAM PARTNERSHIP, LLC

Decision Only During Commission Matters
(Public Hearing Held on July 19, 2012)

Commissioner Donahue: This one is known as Popeye's, the applicant being Sivnam Partnership. We had a number of challenges on this application, not least of which was particularly from a number of residents in the nearby area – concerns about transportation and concerns about congestion at Dranesville Road and Route 7. And it caused us to look very hard at the traffic and travel studies. And basically what we found out is yes, there is congestion at State Route 7 and Dranesville Road, but this application is going to be such a tiny margin – or add such a tiny margin to that congestion. That is certainly not a reason to deny it. There are also concerns raised about headlights going onto properties near these – or in these residences as well as noise. We think we have addressed those problems with the conditions. And therefore, Mr. Chairman, I am going to MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2010-DR-019, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED JULY 26, 2012.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. 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 2010-DR-019, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE FOLLOWING WAIVERS: ONE, THE TRAIL REQUIREMENT ALONG THE NORTH SIDE OF ROUTE 7, LEESBURG PIKE, IN FAVOR OF EXISTING CONDITIONS.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of that motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: AND NUMBER TWO, THE BARRIER REQUIREMENT ALONG THE NORTHEASTERN PROPERTY LINE IN FAVOR OF THAT DEPICTED ON THE SE PLAT.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: And finally, I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENT ALONG THE NORTHEASTERN PROPERTY LINE IN FAVOR OF THAT DEPICTED ON THE SE PLAT.

Commissioner Litzenberger: Second.

Chairman Murphy: Seconded by Mr. Litzenberger. Discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: And Mr. Chairman, I was delighted to be able to work with Miriam Bader on this project. I am privileged to realize that one of the last things she is going to do for Fairfax County happened to be an application that I was involved in. It's a lot of fun, very enjoyable. Good work.

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(The motions carried unanimously with Commissioners Alcorn and Sargeant absent from the meeting.)

JLC

Board Agenda Item
September 11, 2012

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Height Limits for Certain Independent Living Facilities

ISSUE:
Public Hearing on a proposed Zoning Ordinance amendment that will set forth the maximum building height of 35 feet for independent living facilities that are located in the R-E through R-8 Districts, when designed to resemble a single family detached dwelling unit, and which utilize the minimum required yards specified for single family detached dwellings in the respective district.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 19, 2012, the Planning Commission voted unanimously (Commissioner Alcorn absent from the meeting) to recommend approval of the proposed amendment as advertised and further set forth in the Staff Report dated May 22, 2012 (Attachment 1), with an effective date of 12:01 a.m. on the day following adoption.

RECOMMENDATION:
The County Executive concurs with the recommendation of the Planning Commission.

TIMING:
Board of Supervisors' authorization to advertise – May 22, 2012; Planning Commission public hearing – July 19, 2012; Board of Supervisors' public hearing – September 11, 2012

BACKGROUND:
The proposed amendment was triggered by Zoning Ordinance Amendment ZO 12-432, which established a new low-income subset of the independent living facility use, including the regulations governing height, minimum yards, etc. As part of that review, the Planning Commission recommended the authorization of a follow-up amendment to specifically state that the maximum height limit is 35 feet for facilities that utilize reduced yards. This amendment modifies Par. 9 of Sect. 9-306 to include the 35 foot limit and modifies Par. 10 of Sect. 9-306 to add clarity to the application of yard requirements.

A more detailed discussion of the proposed amendment is set forth in the Staff Report.

Board Agenda Item
September 11, 2012

REGULATORY IMPACT:
The proposed amendment enhances existing regulations by clarifying yard and height limits for certain independent living facilities.

FISCAL IMPACT:
The proposed amendment will not require any additional review by staff or cost to the public and, as such, there will be no fiscal impact to applicants or staff.

ENCLOSED DOCUMENTS:
Attachment 1 – Staff Report
Attachment 2 – Verbatim Excerpt

STAFF:
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Leslie B. Johnson, Zoning Administrator, DPZ
Michelle O'Hare, Deputy Zoning Administrator, DPZ
Donna Pesto, Senior Assistant to the Zoning Administrator, DPZ

FAIRFAX
COUNTY

V I R G I N I A

Attachment 1

STAFF REPORT

PROPOSED ZONING ORDINANCE AMENDMENT

Height Limits for Certain Independent Living Facilities

PUBLIC HEARING DATES

Planning Commission	**July 19, 2012 at 8:15 p.m.**
Board of Supervisors	**September 11, 2012 at 4:00 p.m.**

PREPARED BY
ZONING ADMINISTRATION DIVISION
DEPARTMENT OF PLANNING AND ZONING
703-324-1314

May 22, 2012

DP

Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

STAFF COMMENT

The Zoning Ordinance currently allows an independent living facility use that serves persons with handicaps/disabilities and/or those persons who are 62 years of age and older. The proposed amendment expressly sets forth a maximum building height of 35 feet for independent living facilities that are located in the R-E through R-8 Districts, when such structures are designed to look like a single family detached dwelling and utilize the applicable minimum yard requirements of the district in which located.

Background and Current Provisions

This amendment has been prompted by a request from the Board of Supervisors to amend the Zoning Ordinance to expressly set forth a lower maximum building height for independent living facilities located in the low to medium density conventional residential districts.

On February 28, 2012, the Board adopted Zoning Ordinance Amendment ZO 12-432, which established reduced yard requirements for independent living facilities that are located in the R-E through R-8 Residential Districts, but only when such uses are designed to look like a single family detached dwelling. In such case, the minimum yard requirements would be the same as for a single family detached dwelling unit in the underlying zoning district, as opposed to the 50 foot setback if the independent living facility was designed in an architectural style of a more institutional nature, rather than to resemble a single family detached dwelling. For frame of reference, the yard requirements in the R-E through R-8 Districts range from front yards of between 20 and 50 feet, side yards of between 8 and 20 feet and a rear yard of 25 feet.

The height limitation for independent living facilities was not modified with the adoption of Zoning Ordinance Amendment ZO 12-432 and is currently specified as 50 feet in all residential districts.

Proposed Amendment

The proposed amendment will set forth a maximum building height of 35 feet for independent living facilities located in the R-E through R-8 Districts, for a structure that is designed to look like a single family detached dwelling unit when the structure utilizes the reduced yard requirements associated with such dwelling. Paragraph 9 of Sect. 9-306 of the Zoning Ordinance will set forth the 35 foot maximum height limit for such uses, and will retain the current height limit of 50 feet that will apply to any independent living facility that does not utilize the permissible yard reductions. The amendment will also clarify Par. 10 of Sect. 9-306 to change the last sentence of the lead in paragraph from “For such facilities…” to “For independent living facilities…” to clarify the circumstances under which the provisions would apply.

Staff believes that this will offer more clarity to the phrase “look like a single family detached dwelling unit” in terms of building height. By limiting the height of such independent living facilities to 35 feet they can be visually integrated into the surrounding residential uses since the

maximum building height for single family detached dwellings in the RE through R-8 Districts is 35 feet.

Conclusion

The proposed amendment will modify the independent living facility use to set forth a lower maximum building height for facilities located in single family residential districts, when such uses are designed to look like a single family detached dwelling and utilize the minimum yard requirements for a single family dwelling in the underlying zoning district. Staff believes this will assist in facilitating compatibility with surrounding uses. Therefore, staff recommends adoption of the proposed amendments as advertised with an effective date of 12:01 A.M. on the day following adoption.

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of May 22, 2012 and there may be other proposed amendments that may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 9, Special Exceptions, by amending Paragraphs 9 and 10 of Part 3, Category 3, Quasi-Public Uses, to modify Sect. 9-306, Independent Living Facilities as follows:

9-306 Additional Standards for Independent Living Facilities

9. In residential districts, the maximum building height shall be 50 feet, except that the maximum building height shall be 35 feet when the structure is designed to look like a single family detached dwelling and utilizes the applicable residential district minimum yard requirements, as set forth below, subject to further limitations by the Board to ensure neighborhood compatibility. ~~and~~ For independent living facilities in commercial districts the maximum building height shall be as set forth in the district in which they are located. ~~, except that in all cases greater heights may be approved by the Board.~~

10. For independent living units that are located in a structure designed to look like a single family detached dwelling unit and is located in the R-E through R-8 Districts, the Board may permit compliance with the applicable single family detached minimum yard requirements of the zoning district in which located. For ~~such~~ independent living facilities located in any other structure or district, the minimum front, side and rear yard requirements shall be as follows:

    A. Where the yard abuts or is across a street from an area adopted in the comprehensive plan for 0.2 to 8 dwelling units per acre - 50 feet.

    B. Where the yard abuts or is across a street from an area adopted in the comprehensive plan for a residential use having a density greater than 8 dwelling units per acre or any commercial, office or industrial use - 30 feet.

    In any event, the Board may modify such yard requirements to ensure compatibility with the surrounding neighborhood.

Planning Commission Meeting
July 19, 2012
Verbatim Excerpt

ZONING ORDINANCE AMENDMENT – HEIGHT LIMITS FOR CERTAIN INDEPENDENT LIVING FACILITIES

After the Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Mr. Hart.

Commissioner Hart: Thank you, Mr. Chairman. First, let me thank our staff coordinator, Donna Pesto, for her fine work on this case. Also, let me thank our speaker for coming out tonight. The proposed Zoning Ordinance Amendment entitled, "Height Limits for Certain Independent Living Facilities," was prompted by comments we received at the January 26th public hearing regarding changes being made to the independent living facility use. Specifically, we heard testimony regarding a potentially inappropriate height limit of 50 feet for structures that utilize standard residential setbacks in certain R-Districts. In February, the Commission forwarded a recommendation of approval of that Amendment with a follow-on motion recommending another amendment be promptly authorized to address the building height concern. The proposal tonight is that follow-up and it adequately addresses the height limit issue. It is an example of a follow-on motion that didn't just stay up on the shelf. We have received a resolution in support from the McLean Citizens Association. The Amendment also has staff's favorable recommendation, with which I concur. Therefore, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE PROPOSED ZONING ORDINANCE AMENDMENT REGARDING HEIGHT LIMITS FOR CERTAIN INDEPENDENT LIVING FACILITIES AS ADVERTISED AND FURTHER SET FORTH IN THE STAFF REPORT DATED MAY 22, 2012.

Commissioners Hall and Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant and Ms. Hall. Is there a discussion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt the proposed Zoning Ordinance Amendment, Height Limits for Certain Independent Living Facilities, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

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(The motion carried unanimously with Commissioner Alcorn absent from the meeting.)

JLC

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Board Agenda Item
September 11, 2012

4:00 p.m.

Public Hearing on a Proposed Zoning Ordinance Amendment Re: Truck Rental Establishments in the Planned Residential Community (PRC) District

ISSUE:
Public hearing to consider a proposed Zoning Ordinance amendment to allow a truck rental establishment (U-Haul-type trucks) on a very limited scale in the Village Center areas of the PRC District as an ancillary or secondary use to a principal use, when shown on an approved development plan or by special exception approval.

PLANNING COMMISSION RECOMMENDATION:
On Thursday, July 19, 2012, the Planning Commission voted unanimously (Commissioner Alcorn absent from the meeting) recommend approval of the proposed amendment as advertised and further set forth in the Staff Report dated June 19, 2012 (Attachment 1), with an effective date of 12:01 a.m. on the day following adoption.

RECOMMENDATION:
The County Executive concurs with the recommendation of the Planning Commission.

TIMING:
Board of Supervisors' authorization to advertise – June 19, 2012; Planning Commission public hearing – July 19, 2012; Board of Supervisors' public hearing – September 11, 2012

BACKGROUND:
Currently, the Zoning Ordinance allows truck rental establishments as an ancillary or secondary use upon special exception approval in the C-5 through C-8 Districts and as a principal by-right use in the I-5 and I-6 Districts. However, a truck rental establishment is not allowed in the PRC District. Given the diversity of the uses and the size of the PRC District, a truck rental establishment may be an appropriate use in the Village Center areas of the PRC District as an ancillary or secondary use to a principal use, subject to specific standards when specifically identified on a development plan or as special exception use.

A more detailed discussion of the proposed amendment is set forth in the Staff Report.

REGULATORY IMPACT:
The proposed amendment would allow a truck rental establishment in the PRC District, with limitations when either specifically identified on a Board approved development plan or by special exception approval.

FISCAL IMPACT:
The application fee to allow a truck rental establishment would be the same fee currently applied for PRC District-related applications. For a development plan amendment, the fee is $13,640 plus a $1,345 per acre fee for acreage affected by the amendment; for a special exception the fee is $16,375. These fees would also cover the concurrent filing of a PRC plan.

ENCLOSED DOCUMENTS:
Attachment 1 – Staff Report
Attachment 2 – Verbatim Excerpt

STAFF:
Fred Selden, Director, Department of Planning and Zoning (DPZ)
Leslie Johnson, Zoning Administrator, DPZ
Michelle O'Hare, Deputy Zoning Administrator, DPZ
Roger Marcy, Staff Coordinator, DPZ

FAIRFAX COUNTY

STAFF REPORT

V I R G I N I A

PROPOSED ZONING ORDINANCE AMENDMENT

Truck Rental Establishments in the PRC District

PUBLIC HEARING DATES

Planning Commission	**July 19, 2012 at 8:15 p.m.**
Board of Supervisors	**September 11, 2012 at 4:00 p.m.**

PREPARED BY
ZONING ADMINISTRATION DIVISION
DEPARTMENT OF PLANNING AND ZONING
703-324-1314

June 19, 2012

RM

Americans With Disabilities Act (ADA): Reasonable accommodation is available upon 7 days advance notice. For additional information on ADA call 703-324-1334 or TTY 711 (Virginia Relay Center).

STAFF COMMENT

The proposed Zoning Ordinance Amendment is on the 2011 Priority 1 Zoning Ordinance Work Program and is in response to a request by the Board of Supervisors (Board) to consider whether truck rental establishments are appropriate for the Planned Residential Community (PRC) District. This amendment proposes to allow U-Haul type truck rentals in the Village Center areas of the PRC District as an ancillary or secondary use in association with a principal use, with limitations, when specifically identified on an approved development plan or by special exception approval.

Under the current Zoning Ordinance, a truck rental establishment is defined as a building and premises for the rental and ancillary minor servicing of truck, utility trailers and related items generally used by persons to move their personal and household belongings. These U-Haul type trucks and trailers are limited to two axels, no more than 17 feet in box length and 12 feet in height and do not require a commercial driver's license to operate.

Prior to 1997, the Zoning Ordinance classified truck rental establishments as a heavy equipment and vehicle sale, rental and service establishment use, which was only permitted as a by-right use in the I-5 and I-6 Districts. The Ordinance was amended on November 17, 1997, (Zoning Ordinance Amendment ZO-97-304) to permit smaller U-Haul type truck rentals, as a special exception use with limitations, in the C-5 through C-8 Districts, but only as an ancillary or secondary use on the same lot with a principal use. This amendment provided homeowners in nearby residential areas convenient access to such a service and established a remedy for numerous U-Haul type business that were operating in conjunction with another business, typically a service station, in violation of the Zoning Ordinance.

The current truck rental special exception standards address noise, parking, lighting, site access, size of the use, number of trucks, as well as adequate buffering and screening of abutting properties. The additional standards are set forth in Sect. 9-525 of the Ordinance and are as follows:

1. Such use shall be allowed only as an ancillary use to a principal use on a lot and shall be limited to the rental and minor servicing of trucks and trailers typically rented to individuals for the moving of personal belongings (i.e., rental moving vans and trailers).

2. The maximum number and type of trucks/trailers to be kept on a lot shall be determined by the Board upon consideration of the lot characteristics, and a determination that the lot is of sufficient area and width to support the use, that the site has safe and efficient access and on-site circulation, and that any such use will not adversely affect any nearby existing or planned residential uses as a result of the hours of operation, noise generation, parking, outdoor lighting or other operational factors. The area used for the parking and storage of rental trucks and trailers shall not exceed ten (10) percent of the total area of the site.

3. All outdoor storage areas, including aisles and driveways, shall be designated on the special exception plat, and constructed and maintained with an approved surface in

accordance with Sect. 11-102, and shall be improved in accordance with construction standards presented in the Public Facilities Manual. Such trucks and trailers stored on site shall be stored only in a portion of the site so designated on the special exception plat for the storage of rental trucks and trailers. Rental trucks and trailers shall not be parked or stored within fifteen (15) feet of the front lot line.

4. The outdoor storage areas shall not be used for the storage of trucks or trailers that are not in operating condition.

5. All such uses shall be provided with safe and convenient access to a street. The street frontage shall be curbed, and ingress and egress shall be provided only through driveway openings through the curb of such dimension, location and construction as may be approved by the Director in accordance with the Public Facilities Manual.

6. All lighting fixtures used to illuminate such outdoor areas shall be in conformance with the performance standards for outdoor lighting set forth in Part 9 of Article 14.

In 1997, consideration was only given to the allowance of U-Haul type truck rentals, with limitations, in the conventional commercial zoning districts, as that is where the demand/problem existed and not in the PRC District. However, it is believed that such a use, subject to the additional standards of Sect. 9-525, may be appropriate in the Village Center areas of the PRC District. The Village Center is intended as a central location for retail, community, and service uses on a scale serving a number of neighborhoods. Further, allowing U-Haul type truck rentals in the PRC District fulfills the purpose and intent of the District, which is to create a balanced, self-sustaining community by providing a variety of commercial services.

There are three PRC Districts in the County: Reston, Burke Centre, and Cardinal Forest. Each has at least one Village Center. Given that a truck rental establishment provides a moving service for residents in the surrounding neighborhood and each PRC District has at least one Village Center, staff believes it may be appropriate, with limitations, to allow U-Haul type truck rentals in the PRC District, under the Village Center designation, as ancillary or secondary to a principal use when either specifically identified on an approved development plan or as a special exception use. It is proposed that the additional standards set forth in Sect. 9-525 of the Zoning Ordinance shall be used to evaluate the proposed establishment, whether such truck rental is part of an approved development plan or is a special exception use. These additional standards will ensure that the use is appropriate and does not adversely affect abutting properties. Under either approval process, the Board would consider each application on a case by case basis and may approve additional conditions through the public hearing process to ensure that the use is appropriate for the proposed location and is in character with the surrounding area. It is noted that in one of Reston's Village Centers, a truck rental use is operating on the same lot with a service station and was issued a Notice of Violation for operating a use not permitted. The Notice has been appealed to the Board of Zoning Appeals and the appeal public hearing has been deferred awaiting the outcome of this amendment, which would give the truck rental use an opportunity, if the Board deems appropriate, to obtain the requisite approvals to operate.

The proposed amendment also revises Sect. 6-305 which sets forth the PRC District use limitations. Par. 8 of Sect. 6-305, which prohibits outdoor storage, is revised to allow outdoor storage of U-Haul type trucks associated with an approved truck rental establishment. Additionally, a new Par. 14 is added for truck rental establishments to specifically state that the use is subject to the additional standards set forth in Sect. 9-525 of the Zoning Ordinance.

Staff believes that allowing for limited truck rentals in the Village Center areas of the PRC District, as proposed with the built in safeguards, is appropriate and recommends approval of the proposed amendment with an effective date of 12:01 a.m. on the day following the adoption.

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of June 19, 2012 and there may be other proposed amendments which may affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment, which other amendments may be adopted prior to action on this amendment. In such event, any necessary renumbering or editorial revisions caused by the adoption of any Zoning Ordinance amendments by the Board of Supervisors prior to the date of adoption of this amendment will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

Amend Article 6, Planned Development District Regulations, Part 3, PRC Planned Residential Community District, as follows:

- **Amend Sect. 6-304, Special Exception Uses, by adding a new Par. 5 to read as follows:**

  5. Truck rental establishments – Village Center, limited by Sect. 6-305.

- **Amend Sect. 6-305, Use Limitations, by amending Par. 8 and adding a new Par. 14 to read as follows:**

  8. In all commercial centers, all business, service, storage and display of goods shall be conducted within a completely enclosed building, except those particular uses, which by their nature must be conducted outside a building, and the storing of rental trucks approved for a truck rental establishment.

  14. Truck rental establishments approved in accordance with Sect. 304 above shall be subject to the provisions of Sect. 9-525.

Amend Article 9, Special Exceptions, Part 5, Category 5, Commercial and Industrial Uses of Special Impact, Sect. 9-502, Districts in Which Category 5 Uses May be Located, by revising the PRC District entry in Paragraphs 1 and 2 to add #34 truck rental establishments, as follows:

1. Category 5 uses may be permitted by right or as an accessory service use in the following districts:

   PRC District: Limited to uses 1, 2, 3, 6, 9, 11, 12, 14, 15, 17, 18, 20, 21, 22, 23, 25, 32, 33, 34, 36, 37, 38, 39, kennels (indoor), 42 and 43 when represented on an approved development plan

2. Category 5 uses may be allowed by special exception in the following districts:

   PRC District: Limited to uses 27, 34 and 35

Planning Commission Meeting
July 19, 2012
Verbatim Excerpt

ZONING ORDINANCE AMENDMENT – TRUCK RENTAL ESTABLISHMENTS IN THE PRC DISTRICT

After the Close of the Public Hearing

Chairman Murphy: All right. Public hearing is closed. Oh we already did that, didn't we? No – public hearing is closed; recognize Mr. Sargeant.

Commissioner Sargeant: Thank you, Mr. Chairman. I would like to note that this Zoning Ordinance Amendment is on the 2011 [sic] Priority 1 Zoning Ordinance Work Program. It's a response to a request by the Board of Supervisors. As Mr. Marcy so ably pointed out, within a PRC District, this is an ancillary or secondary use in association with a principal use. And it requires one that is specifically identified on a development plan or by Special Exception, so it does provide that kind of detailed inspection before such a use is approved. I would like to thank Mr. Marcy for your detailed work into this and review and keeping me updated as well – always helpful to keep the Planning Commissioner updated. And with that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FORWARD TO THE BOARD OF SUPERVISORS THE PROPOSED ZONING ORDINANCE AMENDMENT REGARDING TRUCK RENTAL ESTABLISHMENTS IN THE PRC DISTRICT, WITH A RECOMMENDATION FOR ADOPTION AS ADVERTISED AND FURTHER SET FORTH IN THE STAFF REPORT DATED JUNE 19, 2012.

Commissioners de la Fe and Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio and Mr. de la Fe. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Zoning Ordinance Amendment, Truck Rental Establishments in the PRC, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

Commissioner Sargeant: Thank you, Mr. Chairman. I would just like to say thank you to Mr. Marcy for his great work.

//

(The motion carried unanimously with Commissioner Alcorn absent from the meeting.)

JLC

Board Agenda Item
September 11, 2012

4:00 p.m.

Public Hearing on the Adoption of the Proposed Amendments to the Huntington Conservation Plan (Mount Vernon District)

ISSUE:
Public Hearing and adoption of the Amended Huntington Conservation Plan by the Fairfax County Board of Supervisors (Board).

RECOMMENDATION:
The County Executive recommends that the Board adopt the amended Huntington Conservation Plan.

TIMING:
Board action is requested on September 11, 2012 in order 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. The Board authorized a public hearing on the proposed Huntington Plan amendment for September 11, 2012. With this item, the Board is being requested to adopt the proposed amendment.

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: Board of Supervisor Resolution
Attachment 2: Public Hearing Notice
Attachment 3: Land Unit "T" Map
Attachment 4: Proposed Amendment: Section VIII C - Specific Regulations: Subsection 3; Regulations Applicable to Neighborhood Commercial and Institutional Facilities, Paragraph e of Proposed Amended Huntington Neighborhood Improvement Program and Conservation Plan
Attachment 5: The 1976 Huntington Neighborhood Improvement and Conservation Plan as Amended in 2001 available online at www.fairfaxcounty.gov/rha/

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

RESOLUTION

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Government Center Building, Fairfax, Virginia, on September 11, 2012, at which meeting a quorum was present and the following resolution was adopted:

Amendment to the Huntington
Conservation Plan (Mount Vernon District)

WHEREAS, the Board of Supervisors adopted the Huntington Conservation Plan (Plan) on March 30, 1976**,** and amended it on March 19, 2001; and

WHEREAS, the Huntington community, in cooperation with the Department of Planning and Zoning, desires to amend the Plan to bring its standards for a certain portion of the conservation area, described as the portion of Land Unit T bounded by Huntington Avenue, Biscayne Drive, Glendale Terrace, and Blaine Drive, into conformance with the Fairfax County Comprehensive Plan and Fairfax County Zoning Ordinance, and submitted such amendment to the Fairfax County Redevelopment and Housing Authority (FCRHA) for review and approval; and

WHEREAS, on April 19, 2012**,** the FCRHA authorized a public hearing on the proposed amendment to the Plan; and

WHEREAS, the FCRHA held a public hearing and approved the amended Huntington Conservation Plan on June 14, 2012; and

WHEREAS, on July 10, 2012**,** the Board of Supervisors authorized a public hearing on the amended Huntington Conservation Plan on September 11, 2012;

NOW THEREFORE, BE IT RESOLVED, that the Fairfax County Board of Supervisors approves the proposed amendment to the Huntington Conservation Plan.

_____
Catherine A. Chianese
Clerk to the Board of Supervisors

Attachment 2

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.

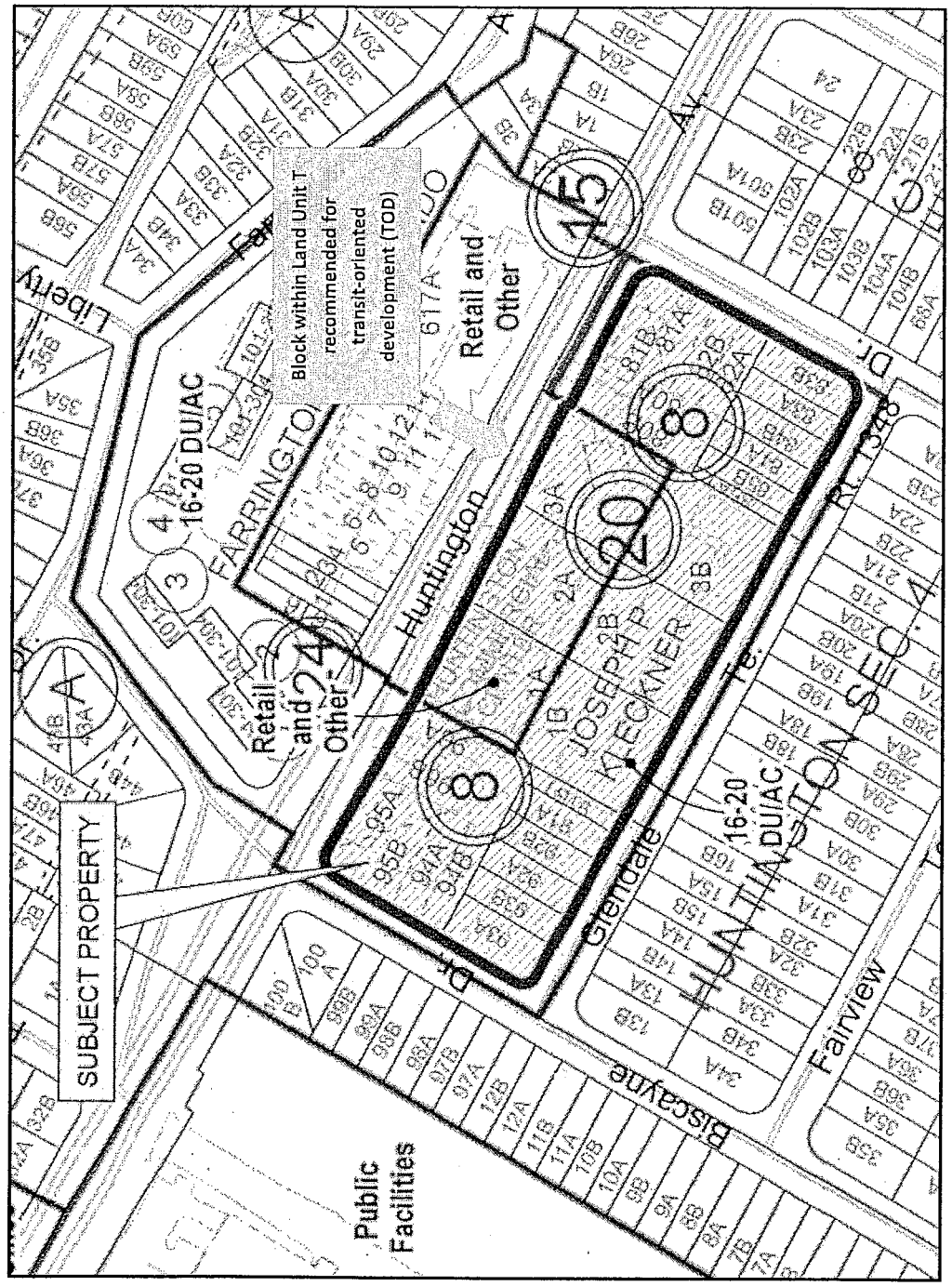
The draft revised Huntington Conservation Plan is available at the Sherwood Hall Regional Library, at the front desk of Department of Housing and Community Development, on the Fairfax County Redevelopment and Housing Authority's website at www.fairfaxcounty.gov/rha/ and also in the Clerk to the Board 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



Proposed Amendment: Section VIII C - Specific Regulations: Subsection 3; Regulations Applicable to Neighborhood Commercial and Institutional Facilities, Paragraph d of Proposed Amended Huntington Neighborhood Improvement Program and Conservation Plan

Amended Language Appears in **Bold, Underline or Strikethrough**

1. Regulations Applicable to **Mixed Use** ~~Neighborhood Commercial~~ and Institutional Facilities

The intensity of land use for non-residential areas within the program boundaries is also that specified in the latest Official Zoning Map of Fairfax County in force at the time this Plan is adopted. Only those uses permitted in the commercial districts of the existing or proposed zoning ordinance or the Comprehensive Plan of Fairfax County will be permitted in the program area.

The following objectives shall be met by any new commercial development:

a. The structures, signing, and lighting will be innovatively designed to be compatible in scale and character with the neighborhood, and

b. The commercial and institutional uses will be arranged in such a manner that they will not adversely affect other uses. Small scale professional offices may be integrated within residential buildings as permitted under County law, zoning regulations and

c. Surface parking lots of five spaces or more will be screened from a public road or street by walls or solid landscaping material at least five feet in height, and

d. Adequate and safe pedestrian access will be available from within the community, and

e. Not withstanding 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 stormwater 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.**

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Board Agenda Item
September 11, 2012

4:00 p.m.

Public Hearing on Amendments to the Code of the County of Fairfax, Virginia, Articles 2, 3 and 7 of Chapter 3 Re: Fairfax County Retirement Systems

ISSUE:
Public Hearing to consider amendments to Articles 2, 3 and 7 of Chapter 3, County Employees. These changes to the Employees', Uniformed and Police Officers Retirement Systems implement the changes recommended by the Retirement Study as directed by the Board of Supervisors in the Budget Guidelines. Additional changes would require active, vested members of the Uniformed and Police Officers Retirement Systems who become Deputy County Executive to remain in their respective systems.

RECOMMENDATION:
The County Executive recommends that the Board approve amendments to the Employees', Uniformed and Police Officers Retirement Systems for the purpose of implementing the changes recommended by the Retirement Study and requiring active, vested members of the Uniformed and Police Officers Retirement Systems who become Deputy County Executive to remain in their respective systems.

TIMING:
Board action is requested on September 11, 2012. Public Hearing was authorized for advertisement on July 31, 2012.

BACKGROUND:
At the request of the Board of Supervisors, a "Fairfax County Post-Retirement Benefits Review" (the Retirement Study) was conducted by AON Hewitt and the PRM Consulting Group in conjunction with the Department of Human Resources. Study findings and recommendations were presented to the Personnel and Reorganization Committee of the Board at meetings on February 21, 2012, and March 13, 2012. On May 1, 2012, the Board approved a motion directing staff to take the steps necessary to implement the following changes, which will affect new employees hired after January 1, 2013, the effective date of the required ordinance revisions:

- Raise the minimum retirement age from 50 to 55 for all new hires after January 1, 2013 – Employees' Retirement System

- Raise the Rule of 80 to the Rule of 85 for all new hires after January 1, 2013 – Employees' Retirement System

- Cap unused sick leave at 2,080 hours for determining retirement eligibility and annuity calculations for all new hires after January 1, 2013 (employee sick leave balances would not be impacted but retirement credit would be capped at 2,080 hours) – Employees', Uniformed and Police Officers Retirement Systems

- Eliminate Pre-Social Security Supplement from DROP accounts for all new hires after January 1, 2013 – Employees' and Uniformed Retirement Systems

In addition, the County Executive is recommending ordinance changes, effective immediately upon Board approval, to require active, vested members of the Uniformed and Police Officers Retirement Systems who become Deputy County Executive to remain in their respective systems. This will enhance and expand the ability to attract outstanding candidates for these critical positions, and is consistent with the County's succession planning initiatives.

FISCAL IMPACT:
With regard to the changes recommended by the Retirement Study, the systems' actuary (Cheiron) points out that changes affecting only new hires take time to translate into savings to the plan sponsor. Specifically, changes that would be recognized in the actuarial valuation as of July 1, 2013, would not result in a reduction in County (employer) contributions until FY 2015. Cheiron projects that the total annual savings from all retirement study changes across all three systems will increase steadily from $602,000 in FY 2015 to $11,538,000 in FY 2027. At that time, approximately 80% of current active employees are projected to have been replaced by new hires in the Employees' Retirement System; somewhat lower turnover is projected for the other two Systems. Thus, savings will continue to grow beyond FY 2027 as the County workforce moves towards 100% replacement. Savings itemized by specific plan change, system and fiscal year are shown in Attachment 4.

Administrative costs to implement the Retirement Study changes are estimated to total $112,000, the majority of which would be payments to the vendor of the County's pension administration system for needed system changes. However, all administrative costs would be borne by the respective retirement systems and, thus, there would be no direct General Fund impact.

Regarding the changes to require active, vested members of the Uniformed and Police Officers Retirement Systems who become Deputy County Executive to remain in their respective systems, Cheiron advises that any impact would be de minimis.

Board Agenda Item
September 11, 2012

ENCLOSED DOCUMENTS:

Attachment 1: Proposed Amendments to the Employees' Retirement System Ordinance
Attachment 2: Proposed Amendments to the Uniformed Retirement System Ordinance
Attachment 3: Proposed Amendments to the Police Officers Retirement System Ordinance
Attachment 4: Letter from Fiona Liston, Principal Consulting Actuary, Cheiron, to Robert Mears dated July 6, 2012

STAFF:

Susan W. Datta, Chief Financial Officer and Director, Department of Management and Budget
Robert L. Mears, Executive Director, Fairfax County Retirement Systems

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PROPOSED AMENDMENTS TO THE EMPLOYEES' RETIREMENT SYSTEM ORDINANCE[1]

Section 3-2-1. - Definitions.[2]

For the purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

(a) ~~*Accrued sick leave credit* shall mean~~

(1) For employees whose county or school board employment commenced by reporting for work before January 1, 2013 (members of Plans A or B), *accrued sick leave credit* shall mean the credit allowed a member with more than five (5) years of service for purposes of determining retirement eligibility. Credit shall be allowed at the rate of one (1) month for every one hundred seventy-two (172) hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof.

(2) For employees whose county or school board employment commenced by reporting for work on or after January 1, 2013 (members of Plans C or D), *accrued sick leave credit* shall mean the credit allowed a member with more than five (5) years of service for purposes of determining retirement eligibility. Credit shall be allowed at the rate of one (1) month for every one hundred seventy-two (172) hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof; however, for employees whose county or school board employment commenced by reporting to work on or after January 1, 2013, notwithstanding the amount of the employee's accrued sick leave balance, the maximum amount of accrued sick leave credit that may be used for determining retirement eligibility and for computing the member's retirement benefits and allowances shall be the employee's accrued sick leave balance or 2,080 hours, whichever is less.

(b) *Accumulated contributions* shall mean the sum of all amounts deducted or picked up from the compensation of a member and credited to his individual account in the members' contribution account, any amounts transferred from another retirement plan pursuant to Section 3-2-24.1, together with interest credited on

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[1] Footnotes are intended to be informational in nature and not intended to be a part of the enacted ordinance changes. Proposed insertions to the current text are shown by underlining. Proposed deletions to the current text are shown by ~~strike-throughs~~. Where no change is intended in a particular subsection, the words "no change" will appear. Subsequent footnotes will identify the source of the recommended changes.

[2] Changes directed by Board of Supervisors at its meeting of May 1, 2012.

such amounts and any other amounts he shall have contributed, or transferred thereto, as provided in Section 3-2-28(c).

(c) *Actuarial equivalent* shall mean a benefit of equal value when computed upon the basis of the 1971 Group Annuity Mortality Table for Females and an interest rate of five percent (5%).

(d) *Average final compensation* shall mean the average annual creditable compensation of a member during the thirty-six (36) consecutive months (78 consecutive pay periods for members who are paid on a biweekly basis) in which the member received his highest creditable compensation. In the event that a member's creditable service is less than thirty-six (36) months (78 pay periods), his average final compensation shall be his average monthly creditable compensation received during the entire period of creditable service multiplied by twelve (12) (average biweekly creditable compensation multiplied by 26 for biweekly paid members). In determining average final compensation for members who retire after July 1, 1988, the member's accrued unused sick leave at the time of retirement may, at the option of the member, be substituted for an equivalent period of creditable service as if the member had continued to work at his final salary during the period of his accrued unused sick leave~~.~~; provided, however, that in determining the average final compensation for members who became members of this System on or after January 1, 2013 (*i.e.*, members of Plans C or D), no more than 2,080 hours of the member's accrued unused sick leave may be used for this purpose. For purposes of computing a service-connected disability retirement allowance under Section 3-2-36, a member's average final compensation shall be computed as if the member had received compensation (including salary increases which the Board determines would have been awarded to the member) for any period prior to retirement during which the member ceased employment on account of a disability for which he received compensation under the Virginia Worker's Compensation Act.

Notwithstanding the foregoing, whenever the Human Resources Director, at the request of the Board, the member, or the member's beneficiary, determines that the member's receipt of a merit increment was delayed as a result of either or both of the amendments to Section 4.3-2 of the Personnel Regulations, effective July 13, 1991, and July 11, 1992, and that the member would otherwise have been entitled to such merit increment under the Personnel Regulations, based upon his or her review of the member's personnel and payroll records, the Board shall calculate the member's average final compensation in a manner which approximates the average final compensation the member would have if the member had received the merit increment at the time he or she would have been entitled to receive such merit increment but for the aforesaid amendments to Section 4.3-2 of the Personnel Regulations. In performing such calculation, the Board shall utilize the following assumptions and procedures:

(1) If the employee was scheduled to receive a merit increment in Fiscal years 1992 and 1993, it is assumed that it was delayed.

(2) The employee received no promotions, demotions, reclassifications or regrades from the date of the delayed merit increment(s).

(3) The employee moved through the steps as quickly as possible according to his or her respective pay plan.

(4) The delayed merit increments and all future merit increments occurred on the day and the month which is the same day and month when the employee retires.

(5) The employee is assumed to be in full employment each year if in full employment at the time of the delayed merit increment and also at the time of retirement.

(6) A factor shall be derived utilizing assumptions (1) through (5) and said factor shall be used to calculate the increase if any in a member's final average compensation. If at the time of retirement, the employee has service credit for three years or more at the longevity step, then there shall be no adjustment to the member's average final compensation.

This amendment shall apply to all applications for allowances and benefits filed with the respective Boards of Trustees on or after July 13, 1991. The respective Boards of Trustees are hereby authorized and directed to make any necessary retroactive adjustments to allowances and benefits.

Notwithstanding the foregoing, in the case of any SESRP member, creditable compensation for each year after the effective date of the agreement referenced in Section 3-2-1(u) shall equal 1.05634 times the SESRP member's unadjusted compensation.

(1) Periods of leave without pay under the federal Family and Medical Leave Act of 1993 shall be disregarded in determining periods of consecutive months or payroll periods in calculating average final compensation.

(e) *Beneficiary* shall mean any person, other than a member, entitled to receive benefits as provided by the System.

(f) *Board* shall mean the Board of Trustees of the System, as provided for in this Article

(g) *Creditable compensation* shall mean the full compensation, including pickup contributions, holiday hours worked, administrative emergency leave worked, shift differential paid and civilian roll call hours paid, but excluding all overtime

pay except roll call hours paid, earned on or after July 1, 1993, and excluding performance bonuses, and amounts paid upon separation from employment which represent the unused portion of an employee's accrued annual leave. In cases where the compensation includes maintenance and other prerequisites, the Board shall fix the value of that portion of the compensation not paid in money. Effective for plan years after December 31, 1988, compensation in excess of two hundred thousand dollars ($200,000.00) (as indexed under Section 415(d) of the Internal Revenue Code) shall be disregarded. Notwithstanding the foregoing, effective for members ~~hired~~ whose county or school board employment commenced by reporting for work on or after July 1, 1996, compensation in excess of the limit set forth in Section 401(a)(17) of the Internal Revenue Code shall be disregarded. In determining the compensation of an employee under this plan section, the rules of Section 415(c)(3) shall apply. Effective for plan years on or after January 1, 2001 an employee's compensation shall include amounts not includible in gross income by reason of Section 132(f)(4) of the Internal Revenue Code.

(h) *Creditable service* shall mean the sum of membership service credit, plus prior service credit, plus portability credit purchased pursuant to Section 3-2-24.1, plus accrued sick leave service credit.

(i) *Employee* shall mean any person regularly employed in rendering service to the County whose compensation is fully or partially paid directly or indirectly by the County. The term "employee" shall also include all officers and other persons regularly employed by the School Board who are not eligible for membership in the Virginia Retirement System.

(j) *Employer* shall mean the County School Board or an authority in the general County having the power to appoint an employee to office or employment paid directly or indirectly by the County and/or the Board of Trustees of the System.

(k) *Medical Examining Board* shall mean the physician or physicians provided for by Section 3-2-9.

(l) *Member* shall mean any person included in the membership of the System as provided in Section 3-2-19.

(m) *Membership service credit* shall mean credit for service rendered while a member of this System, or as otherwise provided in Section 3-2-23. Service rendered while a member of SESRP shall be treated without duplication as service rendered while a member of this System.

(n) ~~*Normal retirement date* shall mean:~~

(1) For employees whose county or school board employment commenced by reporting for work before January 1, 2013 (members of Plans A and B), *normal retirement date* shall mean

(A) the date on which a member in service attains the age of fifty (50), provided said member's age while in service, combined with the years of his creditable service, equals at least the sum of eighty (80) years; or

(B) The date on which a member attains the age of sixty-five (65).

(2) For employees whose county or school board employment commenced by reporting for work on or after January 1, 2013 (members of Plans C and D), *normal retirement date shall mean*

(A) The date on which a member in service attains the age of fifty-five (55), provided said member's age while in service, combined with the years of his creditable service, equals at least the sum of eighty (85) years; or

(B) The date on which a member attains the age of sixty-five (65).

(o) *Pickup contributions* shall mean regular member's contributions which are picked up, through a salary reduction, by the County from active members for service rendered on or after December 22, 1984.

(p) *Plan A* shall mean the option effective July 1, 1981, available to employees whose county or school board employment commenced by reporting for work on or before December 31, 2012, providing for current and new members to:

(~~A~~1) Contribute four percent (4%) of compensation up to the taxable wage base and five and one-third percent (5 1/3%) of compensation in excess of the taxable wage base; and

(~~B~~2) Receive normal (and early) retirement benefits based on one and eight-tenths percent (1.8%) of average final compensation up to his Social Security breakpoint plus two percent (2%) of his average final compensation in excess of his Social Security breakpoint times years of service.

(q) *Plan B* shall mean the option effective July 1, 1981, available to employees whose county or school board employment commenced by reporting for work on or before December 31, 2012, providing for current and new members to:

(~~A~~1) Contribute five and one-third percent (5 1/3%) of all compensation; and

(~~B~~2) Receive normal (and early) retirement benefits based on two percent (2%) of the average final compensation times years of service.

(r) *Plan C* shall mean the option effective beginning on January 1, 2013, providing for current and new members to:

(1) Contribute four percent (4%) of compensation up to the taxable wage base and five and one-third percent (5 1/3%) of compensation in excess of the taxable wage base; and

(2) Receive normal (and early) retirement benefits based on one and eight-tenths percent (1.8%) of average final compensation up to his Social Security breakpoint plus two percent (2%) of his average final compensation in excess of his Social Security breakpoint times years of service;

subject to the definitions, terms and conditions applicable to Plan C set forth herein.

(s) *Plan D* shall mean the option effective beginning on January 1, 2013, providing for current and new members to:

(1) Contribute five and one-third percent (5 1/3%) of all compensation; and

(2) Receive normal (and early) retirement benefits based on two percent (2%) of the average final compensation times years of service;

subject to the definitions, terms and conditions applicable to Plan D set forth herein.

(~~r~~t) *Prior service credit* shall mean credit for service rendered prior to the establishment of this System on July 1, 1955, as provided in Section 3-2-24.

(~~s~~u) *Retirement allowance* shall mean the retirement payments to which a member is entitled as provided in this Article.

(~~t~~v) *SESRP* shall mean the former Fairfax County Senior Executive Service Retirement Plan.

(~~u~~w) *SESRP member* shall mean an individual who entered into an agreement with the County to participate in SESRP in lieu of further participation in the System and who was either still an active participant in SESRP or still receiving benefits under SESRP on January 1, 1996.

(~~v~~x) *Service* shall mean service as an employee for which compensation is paid by the employer, but shall not include time spent on leave without pay.

(~~w~~y) *Social Security breakpoint* shall mean the average of the taxable wage base for the thirty-five (35) calendar years ending with the year in which the member attains Social Security normal retirement age. In determining a member's Social Security breakpoint during any particular plan year, it is assumed that the taxable wage in effect at the beginning of the plan year will remain the same for all future years.

(~~x~~z) *System* shall mean the Fairfax County Employees' Retirement System provided for in Section 3-2-2.

(~~y~~aa) *Taxable wage base* shall mean the maximum amount of wages received during the calendar year on which Social Security taxes are payable by the member and by the employer, as such amount is defined in Section 3121(a) of the Internal Revenue Code, or as that Section may be amended or superseded from time to time in the future.

(~~z~~bb) *Executive Director* shall mean the Executive Director of the Fairfax County Retirement Administration Agency.

(~~aa~~cc) *Internal Revenue Code* shall mean the federal income tax statutes.

Section 3-2-19. - Persons comprising membership.

Membership shall be composed of the following:

(a) All persons who were members of this System on the effective date of this Article and all SESRP members; provided, however, that benefits under this System in the case of SESRP members shall be in lieu of, and not in addition to, benefits under SESRP.

(b) Future employees as hereinafter identified, except those listed in Subsections (b)(1), ~~and~~ (b)(2), and (b)(3) of this Section.

(1) *Exceptions for non-School Board County employees.* Employees who are members of the Virginia Retirement System and the Educational Employees Supplemental Retirement System (Article 4), the Fairfax County police officers Retirement System (Article 7), or the Uniformed Retirement System (Article 3) and employees who are eligible to become members of those systems, are not eligible for membership in this System; provided however, that an employee who is a member of such a system shall be eligible for membership in this system if he elects in writing to withdraw from such system, pursuant to the rules and regulations of this System and of the system of which he was previously a member. If the withdrawal from the other system occurs due to being employed in a different position by the same appointing authority, the employee will be

required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-2-23.

If the withdrawal from the other system occurs due to being employed by a different appointing authority, the employee will be permitted but not required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-2-23. Exempt limited term and exempt part-time employees are not eligible for membership in this System; provided, however, that any such employee who became a member of this System under the provisions of this Article in effect at the time they commenced their service with the County shall continue to be a member. The following employees who elect, in writing at the time of their initial eligibility to become members of this System, not to become members shall be exempted from this System:

Elected officials, including constitutional officers and persons appointed to fill vacancies in elective offices, and their appointed deputies or assistants.

(2) School Board employees who are members of the Virginia Retirement System are not eligible for membership in this System. Substitute employees, food service employees whose assigned employment is less than three hours per day, and temporary employees are not eligible for membership in this System.

(3) *Certain members of the Uniformed or Police Officers Retirement Systems who are appointed to serve as a deputy county executive*. Notwithstanding any other provision of this Chapter or Article to the contrary, an active member of either the Uniformed Retirement System or the Police Officers Retirement System who has more than five years of creditable service in such system and who is appointed to serve as a deputy county executive shall remain a member of the system to which he or she belonged, whether the Uniformed Retirement System or the Police Officers Retirement System, prior to his or her appointment as a deputy county executive, and shall not become a member of this System as a result of such appointment.

(c) Any employee, otherwise qualified, who elected not to or was unable to become a member of this System pursuant to any ordinance then in effect, provided he pays into this System all contributions which would have been due from him had he been a member of this System during the period of his employment, plus interest on such contributions at the rate or rates established by the Board, for each of the years for which membership service credit is sought. Any election to purchase membership service credit under this Subsection through the payment of contributions for a prior period of employment must be made within one year

after the employee is first eligible to make such an election or by (six months from the effective date of this amendment), whichever is later.

(d) Provisions for the transfer of uniformed employees of the Department of Animal Control into the membership of the Fairfax County Uniformed Retirement System (Uniformed System):

(1) Members of this System who were uniformed employees of the Department of Animal Control, including the Director, on or after October 1, 1985, except those eligible to remain in this System pursuant to Subsection 3-2-19(d)(2), are hereby transferred to membership in the Uniformed System effective the latter of October 1, 1985, or the date of their appointment.

(2) Those members subject to transfer to the Uniformed System pursuant to Subsection 3-2-19(d)(1) who as of the date of adoption of Subsection 3-2-19(d) have attained normal retirement age under this System shall continue as members of this System unless within 30 days after the adoption of Subsection 3-2-19(d) they make an irrevocable election in writing to transfer into the Uniformed System pursuant to the provisions of this subsection.

(3) Members of this System being transferred to the Uniformed System pursuant to this Subsection shall, within 30 days of the adoption of this Subsection, make an irrevocable election in writing to either waive membership service credit in the Uniformed System based upon their service in this System or to purchase membership service credit in the Uniformed System based on their service in this System pursuant to the provisions of Section 3-3-24. Members who fail to make an election shall be deemed to have elected to waive membership service credit.

(4) Members with five or more creditable years of service with this System who elected to waive membership service credit in the Uniformed System pursuant to Subsection 3-2-19(d)(3) shall make at the same time an irrevocable election in writing whether to receive a refund of their accumulated contributions (with interest), reduced by the amount of any retirement allowances previously received by them under any of the provisions of this Article, or to receive a deferred vested benefit from this System *mutatis mutandis*, under the provisions of Subsection 3-2-38(b). Members who fail to make an election shall be deemed to have elected a refund. Members with less than five years of creditable service with this System who elect to waive membership service credit in the Uniformed System pursuant to Subsection 3-2-19(d)(3) shall be refunded their accumulated contributions (with interest) reduced by the amount of any retirement allowances previously received by them under any provisions of this Article.

(5) With respect to each member electing to purchase membership service credit in the Uniformed System pursuant to Subsection 3-2-19(d)(3), the Board shall transfer the funds in the member's contribution account as well as those funds in the retirement allowance account attributable to the member's service to the Board of Trustees of the Uniformed Retirement System, who shall credit such funds to the appropriate accounts of the Uniformed System.

(6) The Board shall transfer to the Board of Trustees of the Uniformed System any employee or employer contributions received by it attributable to members transferring to the Uniformed System pursuant to Subsection 3-2-19(d)(1) or (2) for service rendered after the effective date of the members' transfer. The Board of Trustees of the Uniformed System shall credit such funds to the appropriate accounts of the Uniformed System.

(e) Provisions for the transfer of certain employees of the Public Safety Communications Center in the job classes of Public Safety Communications Squad Supervisor, Public Safety Communications Assistant Squad Supervisor, Public Safety Communicator III, Public Safety Communicator II, or Public Safety Communicator I into the membership of the Fairfax County Uniformed Retirement System (Uniformed System): Members of this System who elect to enter DROP on or before September 1, 2005, are not eligible for transfer to the Uniformed System:

(1) Members of this System who are in one of the job classes identified herein, on or before June 30, 2005, shall have the opportunity to transfer to membership in the Uniformed System, effective the start of the first pay period beginning on or about October 1, 2005.

(2) Members of this System who are eligible for transfer to the Uniformed System pursuant to Subsection 3-2-19(e)(1) may elect to maintain their membership in this System and not transfer to the Uniformed System.

(3) Members of this System who are eligible for transfer to the Uniformed System pursuant to Subsection 3-2-19(e)(1) and elect to do so, shall, after the adoption of Subsection 3-2-19(e), on or before September 1, 2005, make an irrevocable election in writing to transfer to the Uniformed System. Members electing to transfer to the Uniformed System may elect to transfer to the Uniformed System but not purchase membership service credit in the Uniformed System based upon their service in this System, or may elect to purchase membership service credit in the Uniformed System based on their service in this System pursuant to the provisions of Section 3-3-24. Transferring members who fail to make an election shall be deemed to have elected to waive the opportunity to purchase membership service credit in the Uniformed System.

(4) Members with five or more creditable years of service with this System who elect to waive membership service credit in the Uniformed System shall make at the same time an irrevocable election in writing whether to receive a refund of their accumulated contributions with interest reduced by the amount of any retirement allowance previously received by them under any provisions of this Article, or to receive a deferred vested benefit from this System *mutatis mutandis*, under the provisions of Subsection 3-2-38(b). Members who fail to make an election shall be deemed to have elected not to receive a deferred vested benefit. Members with less than five years of creditable service with this System who elect to waive membership service credit in the Uniformed System pursuant to Subsection 3-2-19(e)(3) shall be refunded their accumulated contributions with interest reduced by the amount of any retirement allowances previously received by them under any provisions of this Article.

(5) With respect to each member electing to purchase membership service credit in the Uniformed System pursuant to Subsection 3-2-19(e)(3), the Board shall transfer the funds in the member's contribution account as well as those funds in the retirement allowance account attributable to the member's service to the Board of Trustees of the Uniformed System, who shall credit such funds to the appropriate accounts of the Uniformed System. Members electing to purchase membership service credit in the Uniformed System shall have the option of paying to the Board of Trustees of the Uniformed System the difference between the employee contributions that would have been required under the Uniformed System plus interest, and their employee contributions plus interest to this System for the period for which membership service credit is sought. Members who elect to pay the difference between the employee contributions plus interest that would have been required under the Uniformed System and their employee contributions plus interest to this System, shall not be eligible to enter DROP under the Uniformed System until the entire amount of the difference in employee contributions plus interest has been paid to the Uniformed System and the member otherwise meets the eligibility requirements to enter DROP under the Uniformed System. In lieu of paying the difference between the employee contributions that would have been required under the Uniformed System plus interest and their employee contributions plus interest to this System, a member may elect to have the amount of membership service credit transferred to the Uniformed System actuarially reduced based on the amount that would have been required.

(6) The Board shall transfer to the Board of Trustees of the Uniformed System any employee or employer contributions received by it attributable to member's transfer to the Uniformed System pursuant to Subsection 3-2-19(e)(1) or (2) for service rendered after the effective date of the member's

transfer. The Board of Trustees of the Uniformed System shall credit such funds to the appropriate accounts of the Uniformed System.

(f) Persons receiving a normal or early retirement allowance from this System, the Uniformed Retirement System (Article 3), or Police Retirement System (Article 7), are eligible for membership only under the terms and conditions set forth in Section 3-2-43.

(g) The Board may at any time and from time to time, establish a new interest rate or rates which shall be applicable to purchases of membership service credit under Subsection (c) of this Section.

Section 3-2-23. - Membership service credit.

(a) Each member shall receive membership service credit for periods in which he or she received compensation and was a member of this System, provided that~~,~~ any former member ~~who was withdrawn from~~ of this System who ceased his or her county or school board employment and withdrew his or her accumulated member contributions from the System may purchase membership service credit by paying ~~pays~~ into the System all accumulated contributions ~~which were due from him during~~ that would have been collected from him or her during his or her prior period or periods of membership, plus interest at the rate or rates established by the Board, for ~~each of the years~~ the entirety of any period of prior service[3] for which membership service credit is sought~~.~~a member may not purchase credit for only a portion of any prior period of service, but may only purchase credit for an entire prior period of service. In the event that a member of either Plan A or Plan B who ceased his or her county or school board employment and withdrew his or her accumulated member contributions from the System seeks, on or after January 1, 2013, to purchase credit for periods during which he or she received compensation as a member of this System, he or she may only become a member of, and purchase membership service credit in, either Plan C or Plan D, by paying into the System all accumulated contributions which would have been collected from him or her during his or her prior period or periods of membership, plus interest at the rate or rates established by the Board, for the entirety of any period of prior service for which membership service credit is sought; however, notwithstanding the foregoing, a member of any of the four Plans (A, B, C or D) that are part of the Employees' Retirement System who ceased his or her county or school board employment, but who left his or her accumulated member contributions in the System, must, upon his or her return to county or school board employment, rejoin the Plan to which he or she formerly belonged. Such member may satisfy some or all of the amount due from his or her for the purchase of such service through a rollover from an individual retirement account if and only if the entire amount in that account is attributable to a rollover from

[3] This change accurately reflects existing practice, and states it more clearly.

this System. Such member may also satisfy some or all of the amount due from him or her for the purchase of such service through a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in section 457(b) of the Internal Revenue Code maintained by an eligible employer described in section 457(e)(1)(A) of the Internal Revenue Code, or through a direct trustee-to-trustee transfer from an annuity contract described in section 403(b) of the Internal Revenue Code.

(b) Members in service shall also receive membership service credit for periods of service-connected disability retirement from this System.

(c) Members whose service is terminated to enter into the armed forces of the United States and who subsequently return to service in this System shall be granted membership service credit for the period of their service in the armed forces of the United States to the extent required under the provisions of federal and state law.

(d) A member who transfers from a position in the service of the Fairfax County Public Schools (Schools) in which he was a member of the Virginia Retirement System (VRS) and the Educational Employees' Supplemental Retirement System of Fairfax County (ER-FC) to a position in the County service shall receive membership service credit for periods that he had been employed by the Schools and was a member of VRS and the ER-FC if such service will not be considered in the calculation of any benefit or allowance from VRS or ER-FC and if such member pays into this System all contributions that would have been due from him had he been a member of this System, plus interest at the rate or rates established by the Board, for each of the years for which membership service credit is sought.

(e) The Board may at any time, and from time to time, establish a new interest rate or rates which shall be applicable to Subsections (a) and (d) of this Section. Any election to purchase membership service credit under Subsections (a) or (d) may be made at any time by a member of the System while in service. The Board may enter into agreements with members purchasing membership service credit under the provisions of Subsections (a) and (d) of this Section to pay the member contributions due from them in installments, provided that such members shall not be entitled to such service credit until all payments under such agreements have been made

(f) (1) Under such rules and regulations as are adopted by the Board, any employee who has been a member of the Virginia Retirement System and the Educational Employees Supplemental Retirement System (Article 4), the Fairfax County Police Officers Retirement System (Article 7), or the Uniformed Retirement System (Article 3), and who withdraws therefrom and becomes a member of this System, may purchase service credit for service rendered while a member of such other system by paying into this System all contributions that would have been due from him had he been a

member of this System for each of the years for which membership credit is subject. (A member may purchase membership service credit for prior service while a member of the Virginia Retirement System only for service due to employment by the Fairfax County Public Schools.)

(2) The amount due from a member for such purchase of service credit must be satisfied, to the extent possible, (a) by directing the trustees of the system from which he is withdrawing to transfer his accumulated member contributions in such system directly to this System, without distribution to such employee, if such transfers are available under such system, or (b) through (i) a rollover from the system from which he is withdrawing (if the member would be eligible for a refund from such system), (ii) a rollover from an individual retirement account in which all contributions were derived from a rollover from a system, or (iii) a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in section 457(b) of the Internal Revenue Code maintained by an eligible employer described in section 457(e)(1)(A) of the Internal Revenue Code, or through a direct trustee-to-trustee transfer from an annuity contract described in section 403(b) of the Internal Revenue Code. To the extent that a rollover or direct transfer permitted under this Section 3-2-23 is insufficient to purchase the necessary service credit, other arrangements permitted by the rules and regulations adopted by the Board shall be made for purchasing such service credit.

Section 3-2-32. Service retirement allowance.[4]

(a) *Normal Retirement.*

(1) Upon service retirement after July 1, 1981, a member participating in <u>either</u> Plan A <u>or Plan C</u> shall receive an annual retirement allowance payable monthly for life consisting of an amount equal to one and eight-tenths percent (1.8%) of his average final compensation not in excess of his Social Security breakpoint plus two percent (2%) of the average final compensation in excess of his Social Security breakpoint, said sum multiplied by the number of years of creditable service.

(2) Upon service retirement after July 1, 1981, and after undergoing the additional cost deductions through December 31, 1981, a member participating in <u>either</u> Plan B <u>or Plan D</u> shall receive an annual retirement allowance payable monthly for life consisting of an amount equal to two percent (2%) of his average final compensation, said amount multiplied by the number of years of creditable service. In the event a participant in Plan

[4] This amendment contains changes directed by Board of Supervisors at its meeting of May 1, 2012.

B retires before December 31, 1981, the accumulated additional deductions in excess of four percent (4%) of pay not in excess of the taxable wage base shall be refunded and the member's retirement allowance will be determined in accordance with Subsection (a)(1) of this Section.

(3) Additional benefits:

(A) In addition to the allowance provided in Subsections (a)(1) and (2) of this Section, any member who had retired prior to the age of sixty-two (62) and before July 1, 2000, shall receive except as provided in Section 3-2-32(a)(3)(B) an additional monthly benefit equal to one percent (1%) of the average final compensation not in excess of his Social Security breakpoint times years of service until such member attains the age of sixty-two (62). This additional benefit shall be referred to as the Pre-62 Compensating Benefit.

(B) In addition to the allowance provided in Subsections (a)(1) and (2) of this Section, any member who retires on or after July 1, 2000, or any member who had retired prior to the age of sixty-two (62), before July 1, 2000 and who ~~has~~ had not attained the age of sixty-two (62) as of July 1, 2000, shall receive an additional monthly benefit equal to one percent (1%) of the average final compensation not in excess of his Social Security breakpoint times years of service until the first month after such member is entitled to an unreduced Social Security benefit. This additional benefit shall be referred to as the Pre-Social Security Benefit. Any member who retired on or after July 1, 2000, and before February 26, 2001, and was at least sixty-two (62) years of age but not yet entitled to an unreduced Social Security benefit as of the date of his or her retirement, shall receive the Pre-Social Security Benefit, without interest, retroactive to the effective date of his or her retirement. However, the Pre-Social Security Benefit provided herein shall not be credited to the DROP accounts of members of Plans C or D who elect to participate in the Deferred Retirement Option Program provided for in Section 3-2-57; however, upon the completion of the member's DROP period, the member shall be entitled to receive the Pre-Social Security Benefit provided herein if he or she is not then entitled to an unreduced Social Security Benefit until the first month after such member is entitled to an unreduced Social Security benefit.

(b) *Early Retirement.* Upon early retirement, a member shall receive an amount which shall be determined in the same manner as for retirement at his normal retirement date under Subsections (a)(1) and (2) of this Section, with years of creditable service and average final compensation being determined as of the date

of his actual retirement, and the amount of the retirement allowance so determined being reduced on an actuarial equivalent basis for the period that the actual retirement date precedes the date the member will attain age sixty-five (65).

(c) *Joint and Last Survivor Option.* A member may elect to receive a decreased retirement allowance during his lifetime and to have such retirement allowance, or a specified fraction thereof, continue after his death to his spouse, for his spouse's lifetime. Such election may be made or changed at any time up to the member's actual retirement date. After the member's actual retirement date, such election may not be changed except as permitted by Subsections (1) and (2) of this Subsection (c). The amount of such retirement allowance shall be determined on an actuarial equivalent basis.

(1) In the event a retired member has elected a reduced retirement allowance in consideration of continued allowance to his spouse after the member's death and the member and such spouse are divorced after the retirement date, the member may discontinue the spouse benefit and the member's retirement allowance may be increased to that amount to which the member would have been entitled had no election been made, if the spouse's rights under the joint and last survivor option have been extinguished pursuant to a final decree of divorce or a final property order entered in connection with a divorce case. The increase in retirement allowance shall take effect as of the date of the final decree of divorce or final property order or July 1, 1988, whichever is later.

(2) In the event a retired member has elected a reduced retirement allowance in consideration of continued allowance to his spouse after the member's death and such spouse predeceases the member, such member's retirement allowance shall be increased to that amount to which the member would have been entitled had no election been made. The increase in retirement allowance shall take effect as of the day following the date of the spouse's death.

(d) *Minimum Benefit:*

(1) In no event shall the annual retirement allowances for a member retiring after December 31, 1970, be less than that determined under the system as in effect on or prior to such date, nor shall any member's annual retirement allowance be less than three hundred dollars ($300.00).

(2) If the retirement allowance of any member who retires during a calendar year beginning on or after January 1, 1979, to December 31, 1981, inclusive, would have been larger if computed as of December 31 of the calendar year preceding the member's retirement, the member shall be entitled to the larger retirement allowance. A member who elects to receive such allowance shall also be eligible for a refund of his

contributions accumulated from January 1 of the year of his retirement through the date of his actual retirement.

Section 3-2-53. Distribution of benefits.

Notwithstanding any other provision of this Article, effective for plan years beginning after December 31, 1986, the entire interest of each member shall be distributed to such member not later than the required beginning date specified below, or will be distributed, beginning not later than the required beginning date, over the life of such member or over the lives of such member and a beneficiary or over a period not extending beyond the life expectancy of such member or the life expectancy of such member and a beneficiary. For this purpose, the term "required beginning date" means April 1 of the calendar year following the later of the calendar year in which the member attains age 70½, or the calendar year in which the member retires. If a member dies after distribution of the member's interest has ~~begin~~ begun, the remaining portion, if any, of such interest shall be distributed at least as rapidly as under the method of distribution being used as of the date of death. If a member dies before the distribution of the member's interest has begun, any death benefit shall be distributed within five (5) years after the death of such member, unless (1) any portion of the member's interest is payable to (or for the benefit of) a designated beneficiary, (2) such portion will be distributed over the life of such beneficiary or over a period not extending beyond the life expectancy of such beneficiary, and (3) if the beneficiary is someone other than the member's surviving spouse, such distributions will begin not later than one (1) year after the date of the member's death or such later date as the Secretary of the Treasury may by regulations prescribe. If the beneficiary is the surviving spouse of the member, (1) distribution shall begin on or before the latest of one (1) year after the date of the member's death, such later date as the Secretary of the Treasury may by regulations prescribe, or the date on which the member would have attained age 70½ and (2) if the surviving spouse dies before the distributions to such spouse begin, the distribution rules specified in this paragraph shall be applied as if the surviving spouse were the member.

Section 3-2-57. - Deferred Retirement Option Program.[5]

Effective July 1, 2005, there is hereby established a Deferred Retirement Option Program ("DROP") for eligible members of this System. Members of the System in service who are eligible for normal service retirement are eligible to elect to participate in this program.

(a) *Definitions.*

(1) *DROP period* means the three-year period immediately following the commencement of the member's participation in the DROP.

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[5] Change directed by the Board of Supervisors at its May 1, 2012, meeting.

(2) *Eligible member* means any member who has reached, or will reach within 60 days, his or her normal retirement date as defined in § 3-2-1(n).

(b) *Election to participate.*

(1) An eligible member may participate in the DROP only once. An eligible member who desires to participate in the DROP must file an application with the Retirement Administration Agency not less than 60 days prior to the date of the commencement of the member's participation in the DROP. ~~In the case of employees who seek to commence their DROP period between July 1, 2005, and August 1, 2005, the Board of Trustees shall have the authority to waive the requirement that their application be made at least 60 days prior to the commencement of the member's participation in the DROP.~~ [6]

(2) A member's election to participate in the DROP is irrevocable, with the exception that a member who elects to participate in the DROP may revoke that election prior to the commencement of his or her DROP period; once revoked, a member may not then elect to participate in the DROP for a period of at least 12 months from the date of his or her revocation.

(3) At the time of an eligible member's election to participate in the DROP, he or she must make an election in writing pursuant to § 3-2-32(c) as to whether or not to receive a reduced retirement allowance in order to provide a retirement allowance for his or her spouse after the member's death.

(4) An eligible member who elects to participate in the DROP will agree to do so for a period of three years.

(5) Subject to any limitation on the number of accrued sick leave hours that may be converted to creditable service as provided in Section 3-2-1(a)(2), ~~A~~an eligible member who elects to participate in the DROP shall, at the time of his or her election to participate in the DROP, make an election in writing as to whether he or she wishes to convert all of his or her available accrued sick leave to creditable service or to convert all but 40 hours of his or her accrued sick leave to creditable service. Sick leave that is either carried over or that accrues during the DROP period shall not be converted to creditable service at the conclusion of the DROP period.

(c) *Continued employment.*

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[6] Deleted as no longer applicable.

(1) A participating DROP member shall, upon commencement of his or her DROP period, continue to work for the County or School Board in the position he or she held before the effective date of his or her election to participate in the DROP program. Thereafter, the participating DROP member will perform the services of that position or any other position to which he or she is promoted or transferred.

(2) A participating DROP member will continue to accrue annual and sick leave and, if eligible, compensatory time during the DROP period. At the conclusion of the DROP period, the member will receive the payment for his or her accrued annual and compensatory leave that he or she would have received upon retirement. In no case will a participating DROP member receive payment for his or her accrued annual and compensatory leave at the commencement of the member's participation in the DROP.

(3) A participating DROP member will continue to remain eligible for health and life insurance benefits provided by the County or the School Board to its employees and will remain eligible to participate in the County's or the School Board's deferred compensation plan. The deductions from the salary of a participating DROP member for health and life insurance benefit will be the same deductions that would have been taken had the participating DROP member been an active County or School Board employee, not the deductions that would be taken from the retirement benefits and allowances of a retiree.

(4) All County or School Board personnel policies and regulations shall continue to apply to a participating DROP member after the commencement of his or her DROP period. A participating DROP member will remain eligible for annual merit pay increments and promotions during the DROP period. However, a participating DROP member's salary during his or her DROP period will not be included in the computation of the member's average final compensation. A participating DROP member is also subject to the County's disciplinary policies and regulations.

(5) If a participating DROP member's continued employment with Fairfax County or the School Board is interrupted by military service, there will be no interruption of the member's participation in the DROP. During the period of the participating DROP member's military service, the member's retirement benefits and allowances will continue to be paid into the participating member's DROP account until the member's DROP period ends. At the end of the DROP period, the member's DROP account balance will be paid to the member whether or not he or she has returned to his or her former County or School Board position, and the member will begin to receive his or her normal retirement benefits.

(6) Except as otherwise set forth herein, a participating DROP member's continued service will be deemed to be normal service retirement and will not count as creditable service with the System.

(7) Upon commencement of a participating DROP member's DROP period, the County or the School Board will cease to withhold contributions to the System from the participating DROP member's salary.

(8) The salary received by a participating DROP member during his or her DROP period will not be included by the County or the School Board in the base that is used to determine the amount of the County's or the School Board's employer contributions to the System.

(d) *DROP account.*

(1) Upon commencement of the ~~member's~~ participation of a member of either Plan A or Plan B, whose county or school board employment commenced by reporting for work before January 1, 2013, in the DROP, the member's service retirement allowance pursuant to § 3-2-32(a)(1) or (2) and the additional retirement allowance pursuant to § 3-2-32(a)(3) will be paid into the member's DROP account. Upon commencement of the participation of a member of either Plan C or Plan D, whose county or school board employment commenced by reporting for work on or after January 1, 2013, in the DROP, the member's service retirement allowance pursuant to § 3-2-32(a)(1) or (2) will be paid into the member's DROP account; the additional retirement benefits provided for in § 3-2-32(a)(3) shall not be credited to the DROP accounts of members of Plans C and D, although members of those plans shall remain eligible to receive the additional retirement benefits provided for in § 3-2-32(a) upon the completion of their DROP period, if they then meet the requirements for eligibility for such benefits set forth in §3-2-32(a)(3). The initial amount credited to a member's DROP account will be computed based on his or her average final compensation as of the date of the commencement of the DROP period.

(2) The initial monthly amount will be increased each July 1 based upon the annual cost of living adjustment provided to retirees pursuant to § 3-2-44. Any other changes that occur during the DROP period that would result in an alteration of the participating DROP member's retirement benefits and allowances if he or she were retired will also result in adjustments to the monthly amount credited to a participating DROP member's DROP account.

(3) The participating DROP member's DROP account will be credited with interest at an annual rate of five percent, compounded monthly. Interest will not be pro-rated for any period less than a full month.

(4) Contributions by the County or the School Board and the participating DROP member into the System for the participating DROP member will cease.

(5) Amounts credited to a participating DROP member's DROP account will not constitute annual additions under 26 U.S.C. § 415.

(6) A participating DROP member's DROP account will not be an account that is separate and distinct from the assets of the System; a participating DROP member's DROP account balance will remain part of the assets of the System.

(e) *Cessation of County or School Board employment.*

(1) At the conclusion of a participating DROP member's DROP period, the member's County or School Board employment will automatically cease. The participating DROP member shall then begin to receive normal service retirement benefits and allowances computed based upon his or her average final compensation at the time of the commencement of the DROP period and his or her creditable service at the time of the commencement of the DROP period, plus cost of living increases provided to retirees and any other benefit improvements that may have been granted to retirees during the participating DROP member's DROP period. At least 60 days prior to the conclusion of a participating DROP member's DROP period, the member must make one of the following elections concerning payment of his or her DROP account balance:

(A) The member may receive payment of his or her DROP account balance as a lump sum.

(B) The member may elect to roll over his or her DROP account balance into a qualified retirement plan, such as an IRA.

(C) The member may elect to receive payment of a portion of his or her DROP account balance and roll over the remaining portion into a qualified retirement plan, such as an IRA. If the member elects this method of receiving his or her DROP account balance, he or she must specify, in writing, the specific amount to be paid as a lump sum and the specific amount to be rolled over.

(D) The member may elect to use his or her DROP account balance to increase his or her monthly retirement benefits and allowances. The amount of the increase will be determined based on the actuarial equivalent of the member's DROP account balance.

(E) The member may divide his or her DROP account balance in half, and may then elect to use 50% of his or her DROP account balance to increase his or her monthly retirement benefits and allowances, and to receive the remainder in any manner listed in paragraphs (A), (B) and (C) above.

In the event that the participating DROP member does not make the election required by this section, DROP account balance will be used to increase his or her monthly retirement benefits and allowances. The amount of the increase will be determined based on the actuarial equivalent of the member's DROP account balance.

(2) A participating DROP member may terminate his or her County <u>or School Board</u> employment at any time, in which case the effective date of the member's termination of his or her County <u>or School Board</u> employment shall be treated as the end of the DROP period for the provisions of this section.

(3) In the event that the employment of a participating DROP member is terminated by the County <u>or the School Board</u> during the DROP period for any reason, the effective date of the member's separation from County service shall be treated as the end of the DROP period for all purposes of this Section.

(f) *Death or disability during DROP period.*

(1) If a participating DROP member dies during the DROP period, the participating DROP member's designated beneficiary on record with the System shall receive payment of the member's DROP account balance and the member's accumulated contributions; if there is no designated beneficiary on record with the System, payment of these amounts shall be made to the participating DROP member's estate. In the event that the participating DROP member has elected a joint and last survivor option pursuant to the terms of § 3-2-32(c), the participating DROP member's surviving spouse will receive payment of the participating DROP member's DROP account balance and will begin to receive benefits and allowances pursuant to the joint and last survivor option election of the participating DROP member.

(2) If a participating DROP member becomes disabled during the DROP period, the participating DROP member will receive:

(A) In the case that a participating DROP member suffers a disability that would be considered an ordinary disability as defined in § 3-2-33 and 3-2-35 the effective date of the member's disability will be

treated as the end of the participating DROP member's DROP period.

(B) In the case that a participating DROP member suffers a service-connected disability as set forth in § 3-2-36, the participating DROP member may elect either (i) to receive the service-connected disability retirement benefits and allowances to which he or she would otherwise be entitled or (ii) to receive the normal service retirement benefits and allowances to which he or she would be entitled plus his or her DROP account balance. An election to receive service-connected disability retirement benefits and allowances or severe service- connected disability retirement benefits shall constitute a waiver of the member's right to receive any amounts credited to his or her DROP account balance.

(g) *Execution of documents and adoption of rules and regulations.* The County Executive is authorized to execute all documents necessary or appropriate to operate the DROP including, but not limited to, the establishment of a trust within which the participating DROP members' DROP accounts shall be held and administered. The Board of Trustees is also authorized to adopt rules and regulations governing the DROP. Any documents executed by the County Executive shall be approved for form by the County Attorney prior to execution.

PROPOSED AMENDMENTS TO THE UNIFORMED RETIREMENT SYSTEM ORDINANCE[1]

Section 3-3-1. - Definitions.[2]

~~(a)~~[3]For the purposes of this Article, the following words and phrases shall have the meanings respectively ascribed to them by this Section:

(~~1~~a) ~~*Accrued sick leave service credit* shall mean the credit allowed a member at the rate of one month for each 172 hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof, provided said member has a minimum of five years of service. Such credit shall be used in determining eligibility for retirement after five years of service.~~

(1) For employees whose county employment commenced by reporting for work before January 1, 2013 (members of Plans A,B, C, or D), *accrued sick leave credit* shall mean the credit allowed a member with more than five (5) years of service for purposes of determining retirement eligibility. Credit shall be allowed at the rate of one (1) month for every one hundred seventy-two (172) hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof.[4]

(2) For employees whose county employment commenced by reporting for work on or after January 1, 2013 (members of Plan E), *accrued sick leave credit* shall mean the credit allowed a member with more than five (5) years of service for purposes of determining retirement eligibility. Credit shall be allowed at the rate of one (1) month for every one hundred

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[1] The footnotes are intended to be informational in in nature and are not intended to be a part of the enacted ordinance. Insertions to the current text are indicated by underlining. Deletions from the current text are shown by ~~strike-throughs~~. When no change is intended to a specific entire subsection, the words "No change" will be used. Subsequent footnotes will indicate the source of the proposed changes.

[2] Change directed by Board of Supervisors at its meeting of May 1, 2012.

[3] Because there is no subsection (b) in the ordinance as currently written, the (a) has been deleted for the sake of clarity, and the definitions have been redesignated with letters.

[4] This provision has been changed to match the wording in the parallel provision in the Employees' Retirement System ordinance. It appears that the intention is the same in both ordinances, and using recognized rules of statutory construction, things that are said differently are generally held to mean different things; therefore, the difference in wording could be interpreted to defeat the intent. Consistent wording is the best practice.

seventy-two (172) hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof; however, for employees whose county employment commenced by reporting to work on or after January 1, 2013, notwithstanding the amount of the employee's accrued sick leave balance, the maximum amount of accrued sick leave credit that may be used for determining retirement eligibility and for computing the member's retirement benefits and allowances shall be the employee's accrued sick leave balance or 2,080 hours, whichever is less.

(~~2~~b) *Accumulated contributions* shall mean the sum of all amounts deducted or picked up from the compensation of a member and credited to his individual account in the members' contribution account, any amounts transferred from another retirement plan pursuant to Section 3-3-25.1, together with interest credited on such amounts and any other amounts he shall have contributed or transferred thereto as provided in Section 3-3-29(c).

(~~3~~c) *Actuarial equivalent* shall mean a benefit of equal value when computed on the basis of the 1971 Group Annuity Mortality Tables for Females and an interest rate of five percent.

(~~4~~d) *Average final compensation* shall mean the average annual creditable compensation of a member during the three consecutive years (78 consecutive pay periods) of creditable service in which such compensation was at its greatest amount, or during the entire period of his creditable service if less than three years. In determining creditable compensation, premium payments such as overtime pay shall not be included. In determining average final compensation for members who retire on or after January 1, 1988, the member's accrued unused sick leave at the time of retirement may, at the option of the member, be substituted for an equivalent period of creditable service as if the member had continued to work at his final salary during the period of his accrued unused sick leave~~.~~; provided, however, that in determining the average final compensation for members who became members of this System on or after January 1, 2013 (*i.e.*, members of Plan E), no more than 2,080 hours of the member's accrued unused sick leave may be used for this purpose.

(~~A~~1) Rule applicable to members ordered or called to active duty with the armed forces of the United States on or after August 2, 1990, with or without their consent, other than for training at the request of the member. If a member ordered or called to active duty with the armed forces of the United States on or after August 2, 1990, with or without his consent, other than for training at the request of the member, is entitled to service credit as a result of such military service pursuant to Section 3-3-25(b) and he otherwise would have no creditable compensation attributable to some portion or all of such period of service, his average final compensation shall be calculated as if he had continued to receive the creditable compensation as defined in this Article and approved and established for

his position by the County Pay and Compensation Plan, including pickup contributions, during the period of military service for which he is receiving service credit. A member shall be entitled to the benefit of the application of this rule for up to a cumulative total of four (4) years of military service commencing on or after August 2, 1990. The Board is authorized and directed to make any and all necessary retroactive adjustments to members' allowances as a result of this rule.

Notwithstanding the foregoing, whenever the Personnel Director, at the request of the Board, the member, or the member's beneficiary, determines that the member's receipt of a merit increment was delayed as a result of either or both of the amendments to Section 4.3-2 of the *Personnel Regulations*, effective July 13, 1991, and July 11, 1992, and that the member would otherwise have been entitled to such merit increment under the *Personnel Regulations*, based upon the Personnel Director's review of the member's personnel and payroll records, the Board shall calculate the member's average final compensation as if the member had received the merit increment at the time he or she would have but for the aforesaid amendments to Section 4.3-2 of the *Personnel Regulations*.

This amendment shall apply to all applications for allowances and benefits filed with the Board of Trustees on or after July 13, 1991. The Board of Trustees is hereby authorized and directed to make any necessary retroactive adjustments to allowances and benefits.

(~~B~~2) Periods of leave without pay under the federal Family and Medical Leave Act of 1993 shall be disregarded in determining periods of consecutive months or payroll periods in calculating average final compensation.

(~~5~~e) *Beneficiary* shall mean any person entitled to receive benefits as provided by the System.

(~~6~~f) *Board* shall mean the Board of Trustees of the System, as provided for in this Article.

(~~7~~g) *Creditable compensation* shall mean the full compensation, including pickup contributions, holiday hours worked, administrative emergency leave worked, shift differential paid and regularly scheduled hours paid, credited at the base rate of pay but excluding premium pay such as all overtime, including Fair Labor Standards Act (FLSA) overtime and excluding performance bonuses. Effective for plan years after December 31, 1988, compensation in excess of two hundred thousand dollars ($200,000.00) (as indexed under Section 415(d) of the Internal Revenue Code) shall be disregarded. Notwithstanding the foregoing, effective for members ~~hired~~whose county employment commenced by reporting for work on or after July 1, 1996, compensation in excess of the limit set forth in Section 401(a)(17) of the Internal Revenue Code shall be disregarded. In determining the

compensation of an employee under this plan section, the rules of Section 415(c)(3) shall apply. Effective for plan years on or after January 1, 2001 an employee's compensation shall include amounts not includible in gross income by reason of Section 132(f)(4) of the Internal Revenue Code.

(~~8~~h) *Creditable service* shall mean the sum of membership service credit, plus prior service credit, plus portability credit purchased pursuant to Section 3-3-25.1, plus accrued sick leave credit.

(~~9~~i) *Employee* shall mean any person regularly employed within the Fire and Rescue Department, the Sheriff's Department, and the Department of Animal Control, with the exception of clerical personnel in these Departments, or as a park police officer or Helicopter Pilot, rendering service to the County, whose compensation is fully or partially paid directly or indirectly by the County.

(~~10~~j) *Employer* shall mean an authority in the general County having the power to appoint an employee to office or employment paid, directly or indirectly, by the County and the Board of Trustees of the System.

(~~11~~k) *Medical Examining Board* shall mean the physician or physicians provided for by Section 3-3-10 who may act individually or collectively.

(~~12~~l) *Member* shall mean any person included in the membership of the System as provided in Section 3-3-20.

(~~13~~m) *Membership service credit* shall mean credit for service rendered while a member of this System, or as otherwise provided in Section 3-3-24.

(~~14~~n) *Normal retirement date*[5] shall mean either the member's fifty-fifth birthday, provided said member shall have completed six (6) years of creditable service as a uniformed member of the Fire and Rescue Department, Sheriff's Department, or Department of Animal Control, or as a park police officer, Helicopter Pilot, or Sheriff, or the date the member completes twenty-five (25) years of creditable service as a uniformed member of the Fire and Rescue Department, Sheriff's Department, or Department of Animal Control, or as a park police officer, Helicopter Pilot, or Sheriff. The normal retirement date for members who are former park police officers who elected to remain in this System pursuant to Section 3-3-20(b)(2) shall be computed in the same manner. "Creditable service" for these members shall include service both as a park police officer and as a police officer.

(~~15~~o) *Pickup contributions* shall mean regular member's contributions which are picked up, through a reduction in salary, by the County from active members for service rendered on or after December 22, 1984.

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[5] This has been italicized to be consistent with other definitions.

(~~16~~p) *Plan A* shall mean the option effective July 1, 1981, available to employees whose county employment commenced by reporting for work on or before March 31, 1997, providing for current members of Plan A to:

(~~A~~1) Contribute four percent (4%) of compensation up to the taxable wage base and five and three-fourths percent (5¾%) of compensation in excess of the taxable wage base; and

(~~B~~2) Accrue normal retirement benefits as provided for in Section 3-3-33(a)(1)(A) and (B) or as provided for in Section 3-3-33(a)(2)(A). Further, cost-of-living adjustments shall not be applicable to the allowance until the member reaches age fifty-five (55), at which time the full benefits prescribed in Section 3-3-33 and Section 3-3-45 shall become payable.

(~~17~~q) *Plan B* shall mean the provision effective July 1, 1981, allowing current members the option and requiring new members ~~hired~~ whose county employment commenced by reporting for work ~~prior to April 1, 1997~~on or before March 31, 1997, to:

(A) Contribute seven and eight one-hundredths percent (7.08%) of compensation up to the taxable wage base and eight and eighty-three-one-hundredths percent (8.83%) of compensation in excess of the taxable wage base; and

(B) Accrue normal retirement benefits as provided for in Section 3-3-33(a)(1)(A), (B), and (C) or as provided for in Section 3-3-33(a)(2)(A) and (B). Cost-of-living adjustments provided for in Section 3-3-45 will be applied to this amount from the date of retirement. Additionally, fifty percent (50%) of the retirement allowance provided in Section 3-3-33(a)(1)(B) shall be payable from the date of retirement. Upon attainment of age fifty-five (55), benefits shall be based on the provisions of Section 3-3-33(a)(1)(A) and (B).

(~~18~~r) *Plan C* shall mean the provision effective April 1, 1997, allowing then-existing members of Plan A who elect to transfer to Plan C prior to April 1, 1997, to:

(A) Contribute four percent (4%) of compensation; and

(B) Accrue normal retirement benefits as provided for in Section 3-3-33(a)(1)(D) or as provided for in Section 3-3-33(a)(2)(C). Further, cost-of-living adjustments shall not be applicable to the allowance until the member reaches age fifty-five (55), at which time the full benefits prescribed in Section 3-3-33 and Section 3-3-45 shall become payable.

(~~19~~s) *Plan D* shall mean the provision effective April 1, 1997, allowing then-existing members of Plan B, and requiring new members ~~hired~~ whose county employment commenced by reporting for work on or after April 1, 1997, but on or before December 31, 2012, to:

(A) Contribute seven and eight one-hundredths percent (7.08%) of compensation; and

(B) Accrue normal retirement benefits as provided for in Section 3-3-33(a)(1)(D) or as provided for in Section 3-3-33(a)(2)(D). Cost-of-living adjustments provided for in Section 3-3-45 will be applied to this amount from the date of retirement.

(t) *Plan E* shall mean the option effective beginning on January 1, 2013, requiring new members whose county employment commenced by reporting for work on or after January 1, 2013, to:

(A) Contribute seven and eight one-hundredths percent (7.08%) of compensation; and

(B) Accrue normal retirement benefits as provided for in Section 3-3-33(a)(1)(D) or as provided for in Section 3-3-33(a)(2)(D). Cost-of-living adjustments provided for in Section 3-3-45 will be applied to this amount from the date of retirement.

(~~20~~u) *Prior service credit* shall mean credit for service rendered prior to the effective date of this Article, or as otherwise provided in Section 3-3-25.

(~~21~~v) *Retirement allowance* shall mean the retirement payments to which a member is entitled as provided in this Article.

(~~22~~w) *Salary* shall mean the compensation, including pickup contributions, established for each position as approved in the County Pay and Compensation Plan.

(~~23~~x) *Service* shall mean service as an employee for which compensation is paid by the employer, but shall not include time spent on leave without pay.

(~~24~~y) *Social Security breakpoint* shall mean the average of the taxable wage base for the thirty-five (35) calendar years ending with the year in which the member attains Social Security normal retirement age. In determining a member's Social Security breakpoint during any particular plan year, it is assumed that the taxable wage in effect at the beginning of the plan year will remain the same for all future years.

(~~25~~z) *Taxable wage base* shall mean the maximum amount of wages received during the calendar year on which Social Security taxes are payable by the member and by the employer, as such amount is defined in Section 3121(a) of the Internal

Revenue Code, or as that Section may be amended or superseded from time to time in the future.

(~~26~~aa) *System* shall mean the Fairfax County Uniformed Retirement System.

(~~27~~bb) *Early retirement* shall mean the retirement upon completion of twenty (20) years' service with an actuarial reduction of the normal pension accrued.

(~~28~~cc) *Qualifying employment* shall mean employment that qualifies an employee for participation in this Retirement System, and defined specifically to mean regular employment by the Fire and Rescue Department, the Sheriff's Department, and the Department of Animal Control, with the exception of clerical employment in these Departments, or as a Park Police Officer or Helicopter Pilot rendering service to the County, whose compensation is fully or partially paid directly or indirectly by the County.

Section 3-3-2. Fairfax County Uniformed Retirement System established.[6]

Under the authority of ~~**Chapter 4, Article 1, Title 51-112 of the 1950 *Code of Virginia*,**~~ Va. Code Ann. Sections 15.2-849 and 51.1-801, as amended, there is hereby established a retirement system for employees, to be known as the "Fairfax County Unformed Retirement System" by and in which name it shall, pursuant to the provisions of this Article, transact all of its business.

Section 3-3-20. - Persons comprising membership.[7]

(a) Membership shall be composed of the following:

(1) Present employees, as hereinafter identified, except those listed in Subsection (2)(B) of this Section:

(A) All persons who were employees on the effective date of this Article or who were on leave from service on such date; or

(B) Any employee, otherwise qualified, who has been a member of another Fairfax County retirement system, and who has withdrawn therefrom, provided he pays into this system all contributions which would have been due from him had he been a member of

[6] The first change updates the references to the County's statutory authority to establish the system. The change is an amendment recommended by outside tax counsel to ensure compliance with the most current federal statutes and regulations.

[7] Change requested by the County Executive.

this system, plus interest at the rate or rates, as established by the Board, for each of the years for which membership service credit is sought.

(2) Future employees, as hereinafter identified, except those listed in Subparagraph (B) of this Section:

(A) All persons who hereafter shall become employees, persons receiving a normal or early retirement allowance from this System, the Employees' Retirement System (Article 2), or Police Officers Retirement System (Article 7) eligible for membership only under the terms and conditions set forth in Section 3-3-43.

(B) Exceptions. Employees who are members of the Virginia Retirement System and the Educational Employees Supplemental Retirement System (Article 4), the Fairfax County Employees' Retirement System (Article 2), or the Fairfax County Police Officers Retirement System (Article 7), and future employees who are eligible to become members of those systems are not eligible for membership in this System; provided, however, that an employee who is a member of such a system shall be eligible for membership in this System if he elects in writing to withdraw from such system, pursuant to the rules and regulations of this System and of the system of which he was previously a member. If the withdrawal from the other system occurs due to being employed in a different position by the same appointing authority, the employee will be required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-3-24. If the withdrawal from the other system occurs due to being employed by a different appointing authority, the employee will be permitted but not required to purchase service credit under this System for service rendered while a member of such other system, pursuant to the rules of Section 3-3-24. Elected officials, who elect in writing at the time of their employment not to become members, shall be exempted from this System.

(3) The membership in this System of uniformed employees of the Department of Animal Control transferred from the Employees' Retirement System to this System pursuant to the provisions of Section 3-2-19(d) shall commence on October 1, 1985, or date of appointment, whichever is later. For purposes of this Article, such members shall be deemed to have been appointed on or after January 1, 1984, regardless of being granted any membership service credit pursuant to Section 3-3-24. Uniformed employees of the Department of Animal Control, including the

Director, appointed on or after October 1, 1985, shall become members of this System upon appointment.

(4) The membership in this System of certain employees of the Public Safety Communications Center transferred from the Employees' Retirement System to this System pursuant to the provisions of Section 3-2-19(e), shall commence on October 1, 2005, or date of appointment, which ever is later. Employees of the Public Safety Communications Center appointed on or after July 1, 2005, in the class specification Public Safety Communications Squad Supervisor, Public Safety Communications Assistant Squad Supervisor, Public Safety Communicator III, Public Safety Communicator II or Public Safety Communicator I shall become members of this System upon appointment.

(b) Provisions for transfer of park police members of the Fairfax County Uniformed Retirement System into the membership of the Fairfax County Police Officer's Retirement System (Police Retirement System):

(1) Members of this System who were park police and who were reclassified as police officers on January 22, 1983, shall, within 30 days of the adoption of this Subsection, make an irrevocable election, in writing, whether to remain members of this System or to transfer to the Police Retirement System.

(2) Members of this System who were park police and who were reclassified as police officers on January 22, 1983, who elect to remain as members of this System shall continue as members of this System.

(3) Members of this System who were park police and who were reclassified as police officers on January 22, 1983, who elect to transfer to the Police Retirement System shall cease to be members of this System and shall be members of the Police Retirement System as of January 22, 1983.

(4) Members who elect to transfer to the Police Retirement System pursuant to subsection (b)(3) shall make a further election among the following options at the time of their election under Subsection (b)(1):

(A) Withdraw the total of his accumulated member contributions (with interest) as of January 22, 1983, which shall be reduced by the amount of any retirement allowances previously received by him under any of the provisions of this Article. Any member contributions to this System after January 22, 1983, shall be transferred to the transferee's member account in the Police Retirement System. Said refund shall be paid to the member not later than 90 days from the date of receipt of the member's election by the Board; or

(B) If the member has five or more years of creditable service in this System on January 22, 1983, the member may leave his accumulated contributions as of January 22, 1983, in the fund and receive a deferred annuity commencing on the first of the month coinciding with or following the date the member attains age 55, or in an actuarially reduced amount payable at the optional early retirement age, in accordance with applicable provisions of this Article; and any member contribution made to this System after January 22, 1983, shall be transferred to the transferred member's account in the Police Retirement System; or

(C) The member may transfer his accumulated contributions to the Police Retirement System to obtain prior service credit in that System pursuant to Section 3-7-20(b). In this case, the Board shall transfer the member's accumulated contributions (plus interest) as well as that portion of the retirement allowance account representing employer contributions to this System attributable to the member's service in this System to the Police Retirement System.

(5) Members who are required by Subsection (b)(1) to make an election whether to transfer to the Police Retirement System who fail to do so within the 30-day period provided therein shall be deemed to have elected to continue in this System pursuant to Subsection (b)(1).

(6) The participation in the System of former members who return to qualifying employment shall be determined in accordance with the following terms and conditions:

(A) Former members who have not withdrawn their accumulated contributions from the System as provided in Section 3-3-39 shall return to membership in the plan to which they were contributing at the time their former employment ceased.

(B) Former members who withdrew their accumulated contributions from the System as provided in Section 3-3-39 subsequent to the cessation of their former employment shall become members of Plan D upon their return to qualifying employment. A former member may purchase membership service credit for the period of his prior employment, provided that he pays into this System all contributions that would have been due from him had he been a member of this System during the period of his prior employment, plus interest on such contributions at the rate or rates established by the Board, for each of the years for which membership service credit is sought. Any election to purchase membership service

credit for periods of prior employment under this subsection must be made within one year after the former member returns to qualifying employment.

(c) Members of this System who were deputy sheriffs and who as deputy sheriffs had been performing nursing and/or paramedical duties in the Office of the Sheriff and who when reassigned to civilian positions in the Office of the Sheriff allocated to one of the classes in the Correctional Health Nurse class series, shall, not withstanding any other provision in this Chapter to the contrary, remain as members of this System so long as they remain in such positions and for so long as they remain so continuously employed in a position allocated to such classes in the Office of the Sheriff or in other positions covered by this Article.

(d) Notwithstanding any other provision of this Chapter or Article to the contrary, an active member of this System who has more than five years of creditable service in this System and who is appointed to serve as a deputy county executive shall remain a member of this System, and shall not become a member of the Employees' Retirement System as a result of such appointment. Any such member shall remain a member of this System for so long as he or she is so employed or subsequently resumes working in a position that is covered under this System.

Section 3-3-24. - Membership service credit.

(a) Each member shall receive membership service credit for ~~service rendered while~~ periods for which he or she received compensation and was a member of this System or after he last became a member in the event of a break in his membership provided that~~,~~ any former member ~~who was withdrawn from~~ of this System who ceased his or her county employment and withdrew his or her accumulated member contributions from the System may purchase membership service credit by paying ~~pays~~ into the System all accumulated contributions which ~~were due from him~~ were collected from him or her during his or her prior period or periods of membership, plus interest at the rate or rates established by the Board, for ~~each of the years~~ the entirety of any period of prior service[8] for which membership service credit is sought or for the period he is on service connected disability retirement~~.~~; a member may not purchase credit for only a portion of any prior period of service, but may only purchase credit for an entire prior period of service. In the event that a member of Plans A, B, C, or D, who ceased his or her county employment and withdrew his or her accumulated member contributions from the System seeks, on or after January 1, 2013, to purchase credit for periods during which he or she received compensation as a member of this System, he or she may only become a member of, and purchase membership service credit in, Plan E, by paying into the System all accumulated contributions which would have been collected from him or her during his or her prior period or periods of

[8] This change accurately reflects existing practice, and states it more clearly.

membership, plus interest at the rate or rates established by the Board, for the entirety of any period of prior service for which membership service credit is sought; however, notwithstanding the foregoing, a member of any of the five Plans (A, B, C, D or E) that are part of the Uniformed Retirement System who ceased his or her county employment, but who left his or her accumulated member contributions in the System, must, upon his or her return to county employment, rejoin the Plan to which he or she formerly belonged. Such member may satisfy some or all of the amount due from him or her for the purchase of service through a rollover from an individual retirement account if and only if the entire amount in that account is attributable to a rollover from the System. Such member may also satisfy some or all of the amount due from him or her for the purchase of such service through a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in section 457(b) of the Internal Revenue Code maintained by an eligible employer described in section 457(e)(1)(A) of the Internal Revenue Code, or through a direct trustee-to-trustee transfer from an annuity contract described in section 403(b) of the Internal Revenue Code.

(1) Members who are former park police officers who elected to remain in this System under the provisions of Section 3-3-20(b)(2) shall receive membership service credit for service rendered as a park police officer and for their service as a police officer, including time served as a police officer prior to their election pursuant to Section 3-3-20(b)(2).

(2) Uniformed employees of the Department of Animal Control who transferred into this System pursuant to the provisions of Section 3-2-19(d) may purchase membership service credit in this System for service as a uniformed employee of the Department of Animal Control rendered prior to October 1, 1985, by making an election in writing pursuant to Subsection 3-2-19(d)(3) and paying to the Board the difference between the employee contributions that would have been required under this System plus interest, and their employee contribution plus interest to the Fairfax County Employees' Retirement System for the period for which membership service credit is sought. The Board is authorized to enter into agreements with such members for the payment of the sum in installments, at the same interest rate, applied to the member's contribution account, so long as the entire sum due, plus interest, is paid within one year of the adoption of Section 3-2-19(d).

(3) With respect to employees of the Public Safety Communications Center who transferred into this System pursuant to the provisions of Section 3-2-19(e) and who purchase membership service credit in this System pursuant to Subsection 3-2-19(e)(3) and (5) by paying to the Board the difference between the employee contributions that would have been required under this System plus interest, and their employee contribution plus interest to the Fairfax County Employees' Retirement System, the Board is

authorized to enter into agreements with such members for the payment of the sum in installments, at the same interest rate, to be applied to the member's contribution account, so long as the entire sum due, plus interest, is paid within three years of October 1, 2005.

(4) Under such rules and regulations as are adopted by the Board, any employee who has been a member of the Virginia Retirement System and the Educational Employees Supplemental Retirement System (Article 4), the Fairfax County Employees' Retirement System (Article 2), the Fairfax County Police Officers Retirement System (Article 7), and who withdraws therefrom may purchase service credit for service rendered while a member of such other system by paying into this System all contributions that would have been due from him had he been a member of System, plus interest at the rate or rates, as established by the Board, for each of the years for which membership service credit is sought. (A member may purchase membership service credit for prior service while a member of the Virginia Retirement System only for service due to employment by the Fairfax County Public Schools.)

(5) The amount due from a member for such purchase of service credit must be satisfied, to the extent possible, (a) by directing the trustees of the system from which he is withdrawing to transfer his accumulated member contributions in such system directly to this System, without distribution to such employee, if such transfers are available under such system, or (b) through (i) a rollover from the system which he is withdrawing (if the member would be eligible for a refund from such system), (ii) a rollover from an individual retirement account in which all contributions were derived from a rollover from a system, (iii) a direct trustee-to trustee transfer from an annuity described in Section 403(b) of the Internal Revenue Code, or (iv) a direct trustee-to-trustee transfer from an eligible deferred compensation plan described in section 457(b) of the Internal Revenue Code maintained by an eligible employer described in section 457(e)(1)(A) of the Internal Revenue Code. To the extent that a rollover or direct transfer permitted under § 3-3-24 is insufficient to purchase the necessary service credit, other arrangements permitted by the rules and regulations adopted by the Board shall be made for purchasing such service credit.

(b) A member shall also receive membership service credit for any period during which the member is taking leave without pay from the County service and is receiving compensation from the County for temporary total or temporary partial disability under the Virginia Workers' Compensation Act.

Section 3-3-33. Service retirement allowance.[9]

(a) *Normal retirement.* Upon service retirement after July 1, 1988, a member shall receive an annual retirement allowance, payable monthly as provided below:

(1) Effective the first of any month following the member's attainment of age fifty-five (55) the annual retirement allowance payable for life shall consist of:

(A) For members of Plans A and B, an amount equal to two percent (2.0%) of the average final compensation, multiplied by the number of years of creditable service.

(B) In addition to the amount of retirement allowance provided in Subsection (A) of this Section, members of Plans A and B shall receive an additional amount payable monthly, equal to the primary Social Security benefit to which such member would be entitled under the provisions of the Social Security Act in effect on the date of the member's retirement if such member were then sixty-five (65) years of age. Further, such additional retirement allowance shall be reduced by the amount of any Social Security benefits such member may become eligible to receive, at the earliest date of such eligibility. For purposes of this reduction the amount of Social Security benefits of a member shall be the amount he would have been eligible to receive, without regard to any disqualification resulting from the earned income of the member. The Social Security benefits, for all employees ~~hired~~ whose county employment commenced by reporting for work after July 1, 1976, will be determined on a pro rata basis as ratio of the number of years of creditable service in the County (numerator) and twenty-five (25) years (the denominator). This number is never larger than one (1).

(C) For the participants in Plan B, the amount prescribed in Subsection (A) of this Section shall include cost-of-living adjustments provided for under Section 3-3-45 during the period between the member's retirement and his attainment of age fifty-five (55).

(D) For members of Plans C, ~~and~~ D and E, an amount equal to two and five tenths percent (2.5%) of the member's average final compensation multiplied by the number of years of creditable service.

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[9] This amendment contains changes directed by Board of Supervisors at its meeting of May 1, 2012, and modifications recommended by outside tax counsel to ensure compliance with the most current federal statutes and regulations.

(E) For participants in Plans D and E, the amount prescribed in Subsection (D) of this Section shall include cost-of-living adjustments provided for under Section 3-3-45.

(2) For members who retire before attaining the age of fifty-five (55), the annual retirement allowance, payable during the period between retirement and the first of the month following such member's fifty-fifth birthday, shall be determined as follows:

(A) Plan A participants shall receive the amount provided for in Subsection (a)(1)(A) of this Section. Such allowances shall not be subject to cost-of-living adjustments provided for under Section 3-3-45 until the first of the month following the member's fifty-fifth birthday. Further, the additional allowance prescribed in Section 3-3-33(a)(1)(B) above shall not be included.

(B) After undergoing the additional deductions through December 31, 1981, Plan B Participants shall receive the amount provided for in Subsection (a)(1)(A) of this Section subject to cost-of-living adjustments under Section 3-3-45 plus fifty percent (50%) of the additional allowance provided for under Subsection (a)(1)(B) of this Section.

(C) Plan C participants shall receive the amount provided for in Subsection (a)(1)(D) of this Section. Such allowances shall not be subject to cost-of-living adjustments provided for under Section 3-3-45 until the first of the month following the member's fifty-fifth birthday.

(D) ~~Plan D participants~~ Participants in Plans D and E shall receive the amount provided for in Subsection (a)(1)(D) subject to cost-of-living adjustments under Section 3-3-45 as provided in Subsection (a)(1)(E) of this Section.

(3) In addition to the allowances provided in Subsections (a)(1) and (a)(2), for members of Plans A, B, C, D or E retiring after March 18, 2002, the allowances in (A) and (B) below, referred to as the Pre-Social Security Benefit, shall be payable until the first month after the member attains the age of eligibility for an unreduced social security retirement benefit. The Pre-Social Security Benefit shall not be subject to cost of living adjustments provided for under Section 3-3-45.

(A) For the participants in Plan A and Plan B, an additional amount equal to two-tenths of one percent (0.2%) of average final compensation times years of service.

(B) For the participants in Plan C, ~~and Plan~~ D, and E, an additional amount equal to three-tenths of one percent (0.3%) of average final compensation times years of service.

(C) The Pre-Social Security Benefit provided herein shall not be credited to the DROP accounts of members of Plan E who elect to participate in the Deferred Retirement Option Program provided for in Section 3-3-57; however, upon the completion of the member's DROP period, the member shall be entitled to receive the Pre-Social Security Benefit provided herein if he or she is not then entitled to an unreduced Social Security Benefit until the first month after such member is entitled to an unreduced Social Security benefit.

(b) *Early retirement.* A amount which shall be determined in the same manner as for retirement at his normal retirement date with years of creditable service and average final compensation being determined as of the date of his actual retirement, and the amount of the retirement allowance so determined being reduced on an actuarial equivalent basis for the period that the actual retirement date precedes the normal retirement date; provided, however, that for members who retire after July 1, 1988, the amount provided for in Subsection (a)(1)(B) shall not be reduced on the actuarial equivalent basis.

(1) The allowance for participants in Plans A and C except those exempted under Subsection (b)(2) of this Section shall be reduced in accordance with the factors prescribed in Table 1.

(2) The allowance for participants in Plans B, ~~and~~ D, and E and participants in Plans A and C whose age plus creditable service equal seventy-five (75) shall be reduced in accordance with the factors prescribed in Table 2.

(c) *Joint and last survivor option.* Before the normal retirement date, a member may elect to receive a decreased retirement allowance during his or her lifetime and to have such retirement allowance or a specified fraction thereof, continued after his or her death to the spouse, for his or her lifetime. The amount of such retirement allowance shall be determined on an actuarial equivalent basis. In the event a retired member has elected a reduced retirement allowance in consideration of continued allowance to his or her spouse after the member's death and such spouse predeceases the member, such member's retirement allowance shall be increased to that amount to which the member would have been entitled had no election been made. In the event a retired member who has elected the joint and last survivor option shall be divorced from his or her spouse, and such former spouse waives his or her rights to the benefits of the election of the joint and last survivor option, the retired member may revoke his or her joint and last survivor election; such revocation must be accompanied by a certified copy of a court

order or decree containing the waiver of the spouse's rights under the joint and last survivor option election. Upon the provision of the request to revoke the election and the certified copy of a court order or decree containing the waiver of the spouse's rights under the joint and last survivor option election to the Executive Director, the Retirement Administration Agency shall revoke the election and increase the member's retirement allowance to the amount it would have been had no joint and last survivor election ever been made. The effective date of the increase in the member's retirement allowance shall be the first of the month next following the submission of the request to revoke the election accompanied by a certified copy of a court order or decree containing the waiver of the spouse's rights under the joint and last survivor option election.

TABLE 1
FAIRFAX COUNTY UNIFORMED RETIREMENT PLAN

Actuarial Reduction Factors That Would Apply to Participants
With a Normal Retirement Age Requirement of 25 Years of Service
(or, Attainment of Age 55, if Earlier) if They Are Permitted To
Retire Early With a Reduced Pension After 20 Years of Service

(ASSUMES 4% COST-OF-LIVING ADJUSTMENTS ARE EFFECTIVE
AT AGE 55 WITHOUT CATCH-UP PROVISION)

Age at Retirement	*Years of Service*					
	20	21	22	23	24	25
38	65.83	71.56	77.79	84.57	91.94	100.00
39	65.83	71.57	77.80	84.58	91.95	100.00
40	65.85	71.58	77.81	84.59	91.96	100.00
41	65.88	71.60	77.82	84.60	91.97	100.00
42	65.93	71.63	77.84	84.61	91.98	100.00
43	65.99	71.67	77.87	84.63	91.99	100.00
44	66.07	71.73	77.91	84.66	92.00	100.00
45	66.17	71.81	77.97	84.69	92.02	100.00
46	66.29	71.91	78.04	84.73	92.04	100.00
47	66.45	72.03	78.13	84.79	92.07	100.00
48	66.64	72.18	78.24	84.86	92.10	100.00
49	66.86	72.36	78.37	84.95	92.14	100.00
50	67.13	72.57	78.53	85.05	92.19	100.00
51	72.81	72.81	78.71	85.18	93.11	100.00

52	78.92	78.92	78.92	86.29	92.97	100.00
53	85.48	85.48	85.48	85.48	92.41	100.00
54	92.50	92.66	92.66	92.66	92.66	100.00
55	100.00	100.00	100.00	100.00	100.00	100.00

TABLE 2
FAIRFAX COUNTY POLICE AND UNIFORMED RETIREMENT PLANS

Actuarial Reduction Factors That Would Apply to Participants
With a Normal Retirement Age Requirement of 25 Years of Service
(or, Attainment of Age 55, if Earlier) if They Are Permitted To
Retire Early With a Reduced Pension After 20 Years of Service

(ASSUMES 4% COST-OF-LIVING ADJUSTMENTS
ARE EFFECTIVE AT RETIREMENT)

Age at Retirement	20	21	22	23	24	25
38	74.50	79.17	84.06	89.18	94.48	100.00
39	74.18	78.89	83.83	89.01	94.39	100.00
40	73.84	78.61	83.60	88.84	94.30	100.00
41	73.49	78.32	83.37	88.67	94.21	100.00
42	73.11	78.01	83.13	88.50	94.12	100.00
43	72.72	77.68	82.88	88.33	94.03	100.00
44	72.32	77.34	82.61	88.14	93.93	100.00
45	71.89	76.98	82.34	87.95	93.83	100.00
46	71.44	76.61	82.04	87.75	93.73	100.00
47	70.97	76.22	81.74	87.53	93.62	100.00
48	70.48	75.81	81.41	87.31	93.50	100.00
49	69.96	75.38	81.08	87.07	93.38	100.00
50	69.42	74.92	80.72	86.83	93.25	100.00
51	74.45	74.45	80.35	86.57	93.11	100.00
52	79.95	79.95	79.95	86.29	92.97	100.00
53	86.00	86.00	86.00	86.00	92.82	100.00

54	92.66	92.66	92.66	92.66	92.66	100.00
55						

Section 3-3-57. - Deferred Retirement Option Program.

Effective October 1, 2003, there is hereby established a Deferred Retirement Option Program ("DROP") for eligible members of this System. Members of the System in service who are eligible for normal service retirement are eligible to elect to participate in this program.

(a) *Definitions.*

(1) *DROP period* means the three-year period immediately following the commencement of the member's participation in the DROP.

(2) *Eligible member* means any member who is, or will become within 60 days, eligible for normal service retirement benefits as those are defined in § 3-3-32(a).

(b) *Election to participate.*

(1) An eligible member may participate in the DROP only once. An eligible member who desires to participate in the DROP must file an application with the Retirement Administration Agency not less than 60 days prior to the date of the commencement of the member's participation in the DROP. ~~In the case of employees who seek to commence their DROP period between October 1, 2003 and November 20, 2003, the Board of Trustees shall have the authority to waive the requirement that their application be made at least 60 days prior to the commencement of the member's participation in the DROP.~~ [10]

(2) A member's election to participate in the DROP is irrevocable, with the exception that a member who elects to participate in the DROP may revoke that election prior to the commencement of his or her DROP period; once revoked, a member may not then elect to participate in the DROP for a period of at least 12 months from the date of his or her revocation.

(3) At the time of an eligible member's election to participate in the DROP, he or she must make an election in writing pursuant to § 3-3-33(c) as to whether or not to receive a reduced retirement allowance in order to provide a retirement allowance for his or her spouse after the member's death.

[10] Deleted as no longer applicable.

(4) An eligible member who elects to participate in the DROP will agree to do so for a period of three years.

(5) Subject to any limitation on the number of accrued sick leave hours that may be converted to creditable service as provided in Section 3-3-1(a)(2), ~~A~~an eligible member who elects to participate in the DROP shall, at the time of his or her election to participate in the DROP, make an election in writing as to whether he or she wishes to convert all of his or her available accrued sick leave to creditable service or to convert all but 40 hours of his or her accrued sick leave to creditable service. Sick leave that is either carried over or that accrues during the DROP period shall not be converted to creditable service at the conclusion of the DROP period.

(c) *Continued employment.*

(1) A participating DROP member shall, upon commencement of his or her DROP period, continue to work for the County in the position he or she held before the effective date of his or her election to participate in the DROP program. Thereafter, the participating DROP member will perform the services of that position or any other position to which he or she is promoted or transferred.

(2) A participating DROP member will continue to accrue annual and sick leave and, if eligible, compensatory time during the DROP period. At the conclusion of the DROP period, the member will receive the payment for his or her accrued annual and compensatory leave that he or she would have received upon retirement. In no case will a participating DROP member receive payment for his or her accrued annual and compensatory leave at the commencement of the member's participation in the DROP.

(3) A participating DROP member will continue to remain eligible for health and life insurance benefits provided by the County to its employees and will remain eligible to participate in the County's deferred compensation plan. The deductions from the salary of a participating DROP member for health and life insurance benefit will be the same deductions that would have been taken had the participating DROP member been an active County employee, not the deductions that would be taken from the retirement benefits and allowances of a retiree.

(4) All County personnel policies and regulations shall continue to apply to a participating DROP member after the commencement of his or her DROP period. A participating DROP member will remain eligible for annual merit pay increments and promotions during the DROP period. However, a participating DROP member's salary during his or her DROP period will not be included in the computation of the member's average final

compensation. A participating DROP member is also subject to the County's disciplinary policies and regulations.

(5) If a participating DROP member's continued employment with Fairfax County is interrupted by military service, there will be no interruption of the member's participation in the DROP. During the period of the participating DROP member's military service, the member's retirement benefits and allowances will continue to be paid into the participating member's DROP account until the member's DROP period ends. At the end of the DROP period, the member's DROP account balance will be paid to the member whether or not he or she has returned to his or her former County position, and the member will begin to receive his or her normal retirement benefits.

(6) Except as otherwise set forth herein, a participating DROP member's continued service will be deemed to be normal service retirement and will not count as creditable service with the System.

(7) Upon commencement of a participating DROP member's DROP period, the County will cease to withhold contributions to the System from the participating DROP member's salary.

(8) The salary received by a participating DROP member during his or her DROP period will not be included by the County in the base that is used to determine the amount of the County's employer contributions to the System.

(d) *DROP account.*

(1) Upon commencement of the ~~member's~~ participation of a member of the four plans that existed before January 1, 2013 (Plans A, B, C, and D), who was whose county employment commenced by reporting for work before January 1, 2013, in the DROP, the member's service retirement allowance pursuant to § 3-3-33(a) and the additional retirement allowance pursuant to § 3-3-56 will be paid into the member's DROP account. Upon commencement of the participation of a member of Plan E, who was whose county employment commenced by reporting for work on or after January 1, 2013, in the DROP, the member's service retirement allowance pursuant to § 3-3-33(a) will be paid into the member's DROP account; the additional retirement benefits provided for in § 3-3-33(a)(3) shall not be credited to the DROP accounts of members of Plan E, although members of Plan E shall remain eligible to receive the additional retirement benefits provided for in § 3-3-33(a)(3) upon the completion of their DROP period, if they then meet the requirements for eligibility for such benefits set forth in §3-3-33(a)(3). The initial amount credited to a member's DROP account

will be computed based on his or her average final compensation as of the date of the commencement of the DROP period.

(2) The initial monthly amount will be increased each July 1 based upon the annual cost of living adjustment provided to retirees pursuant to § 3-3-45. Any other changes that occur during the DROP period that would result in an alteration of the participating DROP member's retirement benefits and allowances if he or she were retired will also result in adjustments to the monthly amount credited to a participating DROP member's DROP account.

(3) The participating DROP member's DROP account will be credited with interest at an annual rate of 5%, compounded monthly. Interest will not be pro-rated for any period less than a full month.

(4) Contributions by the County and the participating DROP member into the System for the participating DROP member will cease.

(5) Amounts credited to a participating DROP member's DROP account will not constitute annual additions under 26 U.S.C. § 415.

(6) A participating DROP member's DROP account will not be an account that is separate and distinct from the assets of the System; a participating DROP member's DROP account balance will remain part of the assets of the System.

(e) *Cessation of County employment.*

(1) At the conclusion of a participating DROP member's DROP period, the member's County employment will automatically cease. The participating DROP member shall then begin to receive normal service retirement benefits and allowances computed based upon his or her average final compensation at the time of the commencement of the DROP period and his or her creditable service at the time of the commencement of the DROP period, plus cost of living increases provided to retirees and any other benefit improvements that may have been granted to retirees during the participating DROP member's DROP period. At least 60 days prior to the conclusion of a participating DROP member's DROP period, the member must make one of the following elections concerning payment of his or her DROP account balance:

(A) The member may receive payment of his or her DROP account balance as a lump sum.

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

(C) The member may elect to receive payment of a portion of his or her DROP account balance and roll over the remaining portion into a qualified retirement plan, such as an IRA. If the member elects this method of receiving his or her DROP account balance, he or she must specify, in writing, the specific amount to be paid as a lump sum and the specific amount to be rolled over.

(D) The member may elect to use his or her DROP account balance to increase his or her monthly retirement benefits and allowances. The amount of the increase will be determined based on the actuarial equivalent of the member's DROP account balance.

(E) The member may divide his or her DROP account balance in half, and may then elect to use 50% of his or her DROP account balance to increase his or her monthly retirement benefits and allowances, and to receive the remainder in any manner listed in paragraphs (A), (B) and (C) above.

In the event that the participating DROP member does not make the election required by this section, the member will receive payment of his or her DROP account balance as a lump sum.

(2) A participating DROP member may terminate his or her County employment at any time, in which case the effective date of the member's termination of his or her County employment shall be treated as the end of the DROP period for the provisions of this section.

(3) In the event that the employment of a participating DROP member is terminated by the County during the DROP period for any reason, the effective date of the member's separation from County service shall be treated as the end of the DROP period for all purposes of this Section.

(f) *Death or disability during DROP period.*

(1) (A) If a participating DROP member dies during the DROP period, the participating DROP member's designated beneficiary on record with the System shall receive payment of the member's DROP account balance and the member's accumulated contributions; if there is no designated beneficiary on record with the System, payment of these amounts shall be made to the participating DROP member's estate. In the event that the participating DROP member has elected a joint and last survivor option pursuant to the terms of

§ 3-3-33(c), the participating DROP member's surviving spouse will receive payment of the participating DROP member's DROP account balance and will begin to receive benefits and allowances pursuant to the joint and last survivor option election of the participating DROP member.

(B) If a participating DROP member dies during the DROP period, and the participating DROP member's death is a service-connected accidental death as set forth in § 3-3-38, the member's beneficiary shall receive the benefits provided for in § 3-3-38(a)(1); if there is no designated beneficiary on record with the System, payment of these amounts shall be to the member's estate. In the event that the participating DROP member has elected a joint and last survivor option pursuant to the terms of § 3-3-33(c), the participating DROP member's surviving spouse will receive the benefits provided for in § 3-3-38(a)(1)(B) and the participating DROP member's DROP account balance, and will begin to receive benefits and allowances pursuant to the joint and last survivor election of the participating DROP member.

(2) If a participating DROP member becomes disabled during the DROP period, the participating DROP member will receive:

(A) In the case that a participating DROP member suffers a disability that would be considered an ordinary disability as defined in § 3-3-35, the effective date of the member's disability will be treated as the end of the participating DROP member's DROP period.

(B) In the case that a participating DROP member suffers a service-connected disability as set forth in § 3-3-36 or a severe service-connected disability as set forth in § 3-3-37.2, the participating DROP member may elect either (i) to receive the service-connected disability retirement benefits and allowances or the severe service-connected disability retirement benefits and allowances to which he or she would otherwise be entitled or (ii) to receive the normal service retirement benefits and allowances to which he or she would be entitled plus his or her DROP account balance. An election to receive service-connected disability retirement benefits and allowances or severe service- connected disability retirement benefits shall constitute a waiver of the member's right to receive any amounts credited to his or her DROP account balance.

(g) *Execution of documents and adoption of rules and regulations.* The County Executive is authorized to execute all documents necessary or appropriate to operate the DROP including, but not limited to, the establishment of a trust within

which the participating DROP members' DROP accounts shall be held and administered. The Board of Trustees is also authorized to adopt rules and regulations governing the DROP. Any documents executed by the County Executive shall be approved for form by the County Attorney prior to execution.

PROPOSED AMENDMENTS TO THE POLICE OFFICERS RETIREMENT SYSTEM ORDINANCE[1]

Section 3-7-2. - Definitions.[2]

The following words and phrases shall have the meanings respectively provided by this Section:

(a) ~~*Accrued sick leave service credit* shall mean~~

(1) For employees whose county employment commenced by reporting for work before January 1, 2013 (members of Plan A), *accrued sick leave credit* shall mean the credit allowed a member at a rate of one (1) month for each one hundred seventy-two (172) hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof.

(2) For employees whose county employment commenced by reporting for work on or after January 1, 2013 (members of Plan B), *accrued sick leave credit* shall mean the credit allowed a member with more than five (5) years of service for purposes of determining retirement eligibility. Credit shall be allowed at the rate of one (1) month for every one hundred seventy-two (172) hours of accrued unused sick leave, and pro rata credit shall be allowed for each fraction thereof; however, for employees whose county employment commenced by reporting to work on or after January 1, 2013, notwithstanding the amount of the employee's accrued sick leave balance, the maximum amount of accrued sick leave credit that may be used for determining retirement eligibility and for computing the member's retirement benefits and allowances shall be the employee's accrued sick leave balance or 2,080 hours, whichever is less.

(b) *Actuarial equivalent* shall mean a benefit of equal value when computed upon the basis of such actuarial tables as are adopted by the Board of Trustees of the System.

(c) *Average final compensation* shall mean the annual creditable compensation of a member during the thirty-six (36) consecutive months (78 consecutive pay periods) in which the member received his highest creditable compensation. In determining average final compensation for members who retire after July 1,

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[1] The footnotes are intended to be informational in nature and are not intended to be a part of the ordinance as enacted. Insertions to the current text are shown by underlining. Deletions from the current text are shown by ~~strike-throughs~~. Where no change is intended to an entire sub-section, the words "No change" will appear. Subsequent footnotes will identify the source of the recommended changes.

[2] As directed by the Board of Supervisors at its meeting of May 1, 2012.

1988, the member's accrued unused sick leave at the time of retirement may, at the option of the member, be substituted for an equivalent period of creditable service as if the member had continued to work at his final salary during the period of his accrued unused sick leave; provided, however, that in determining the average final compensation for members who became members of this System on or after January 1, 2013 (*i.e.*, members of Plan B), no more than 2,080 hours of the member's accrued unused sick leave may be used for this purpose.[3]

(1) Rule applicable to members ordered or called to active duty with the armed forces of the United States on or after August 2, 1990, with or without their consent, other than for training at the request of the member. If a member ordered or called to active duty with the armed forces of the United States on or after August 2, 1990, with or without his consent, other than for training at the request of the member, is entitled to service credit as a result of such military service pursuant to Section 3-7-23(d) and he otherwise would have no creditable compensation attributable to some portion or all of such period of service, his average final compensation shall be calculated as if he had continued to receive the salary, including pickup contributions, approved and established for his position by the County Pay and Compensation Plan during the period of military service for which he is receiving service credit. A member shall be entitled to the benefit of the application of this rule for up to a cumulative total of four (4) years of military service commencing on or after August 2, 1990. The Board is authorized and directed to make any and all necessary retroactive adjustments to members' allowances as a result of this rule.
Notwithstanding the foregoing, whenever the Personnel Director, at the request of the Board, the member, or the member's beneficiary determines that the member's receipt of a merit increment was delayed as a result of either or both of the amendments to Section 4.3-2 of the *Personnel Regulations*, effective July 13, 1991, and July 11, 1992, and that the member would otherwise have been entitled to such merit increment under the *Personnel Regulations*, based upon his or her review of the member's personnel and payroll records, the Board shall calculate the member's average final compensation as if the member had received the merit increment at the time he or she would have but for the aforesaid amendments to Section 4.3-2 of the *Personnel Regulations*.
This amendment shall apply to all applications for allowances and benefits filed with the respective Boards of Trustees on or after July 13, 1991. The respective Boards of Trustees are hereby authorized and directed to make any necessary retroactive adjustments to allowances and benefits.

(2) Periods of leave without pay under the federal Family and Medical Leave Act of 1993 shall be disregarded in determining periods of consecutive months or payroll periods in calculating average final compensation.

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[3] This amendment reflects the current practice.

(d) *Average salary*, as used in Section 3-7-34, shall mean the current salary of the position the member was in at the time he was disabled.

(e) *Beneficiary* shall mean any person entitled to receive benefits as provided by the System.

(f) *Board* shall mean the Board of Trustees of the System, as established in this Article.

(g) *Creditable compensation* shall mean payment of salary including pickup contributions, roll call and holiday pay but excluding performance bonuses. Effective for plan years after December 31, 1988, compensation in excess of two hundred thousand dollars ($200,000.00) (as indexed under Section 415(d) of the Internal Revenue Code) shall be disregarded. Notwithstanding the foregoing, effective for members hired on or after July 1, 1996, compensation in excess of the limit set forth in Section 401(a)(17) of the Internal Revenue Code shall be disregarded. In determining the compensation of an employee under this plan section, the rules of Section 415(c)(3) shall apply. Effective for plan years on or after January 1, 2001 an employee's compensation shall include amounts not includible in gross income by reason of Section 132(f)(4) of the Internal Revenue Code.

(h) *Creditable service* shall mean the total of membership service credit as an active member of the Fairfax County Police Department, plus portability credit purchased pursuant to section 3-7-23.1.

(i) *Employee* shall mean any law enforcement officer within the police department, whose compensation is fully paid by the County, and excluding any person as defined by Article 3, Section 3-3-1(a)(9), Code of the County of Fairfax.

(j) *Employer* shall mean the Chief of Police or an authority in the County having power to appoint police officers paid directly or indirectly by the County and/or the Board of Trustees of the System.

(k) *Handicapped child* shall mean natural or legally adopted member's progeny who has demonstrated to the Board by medical evidence acceptable to the Board, in its sole discretion, to be permanently mentally incompetent or permanently physically handicapped, unless and until a determination has been made by the Board that such progeny no longer is permanently mentally incompetent or permanently physically handicapped in accordance with Section 3-7-41.

(l) *Member* shall mean a full-time employee, or a part-time employee provided the Board first determines that it desires to receive a part-time employee into the system, or a former employee entitled to benefits under the System.

(m) *Membership service credit* shall mean credit for service to this System.

(n) *Picked up contributions* shall mean regular member's contributions which are picked up, through a reduction in salary, by the County from active members for service rendered on or after December 22, 1984.

(o) *Plan A* is set forth in the provisions of this Article as applicable to all employees whose county employment commenced by reporting for work before January 1, 2013.

(p) *Plan B* is set forth in the provisions of this Article as applicable to all employees whose county employment commenced by reporting for work on or after January 1, 2013; the sole difference between Plans A and B is found in those provisions that address the limitations on the use of accrued sick leave credits and accrued unused sick leave for the purposes of determining retirement eligibility and for computing the member's retirement benefits and allowances.

(~~o~~q) *Retirement allowance* shall mean the retirement payments entitled to members as provided in this Article.

(~~p~~r) *Salary* shall mean the compensation, including pickup contributions, established for each position as approved in the County Pay and Compensation Plan.

(~~q~~s) *Service* shall mean service as an employee for which compensation is paid by the employer, but shall not include time spent on leave without pay.

(~~r~~t) *System* shall mean the "Fairfax County Police Officers Retirement System."

Section 3-7-8. Amendment of Article.

(a) The Board of Supervisors shall have the continuing right and power to amend or supplement this Article; such right is hereby expressly reserved. No amendment shall be made inconsistent with the provisions of *Code of Virginia*, Section ~~51-111.31(b),~~ 51.1-821, as amended, and Chapter 303, 1944 Acts of Assembly, as amended.[4]

(b) No amendment, suspension or revocation, including termination or partial termination of the System, shall have the effect of diverting the trust fund of the System to purposes other than the exclusive benefit of the participating employees or their beneficiaries, until all liabilities for accrued benefits payable under the terms of the plan shall have been fully satisfied.

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[4] The reference to 51-111.31 is deleted because that Code section was repealed in 1990. The current Code section is 51.1-821.

Section 3-7-19. - Membership composition.

(a) Membership shall be comprised of the following:

(1) Present employees, as defined within this Article.

(2) All persons who were employees on ~~the effective date of this Article [~~June 22, 1981~~]~~,[5] or who were on authorized leave from service on such date.

(3) Future employees, as identified herein.

(4) *Exceptions.* Employees of the County who are members of the Virginia Retirement System, the Uniformed Retirement System, and future employees who are eligible to become members of those systems, are not eligible for membership in this System.

(5) Former park police officers who elected to transfer to this system from the Fairfax County Uniformed Retirement System pursuant to the provisions of Section 3-3-20(b)(3). Membership in this System shall commence on January 22, 1983. For purposes of this Article, such members shall be deemed to have been appointed on or after July 1, 1981, regardless of being granted any prior service credit pursuant to Section 3-7-20(b). Such members may receive service credit for prior service as a park police officer if the member pays into the System the difference between the amount he contributed to the Uniformed Retirement System and the amount he would have contributed to this System had he been a member during the period for which he is seeing prior service credit plus an amount equal to the total return of the System's assets in each year for which prior service credit is applied to those contributions that have been in the System had he been a member at the time. At the Board's discretion, such a member may pay in installments over a period not to exceed one (1) year. However, prior service credit shall not be granted until payment has been received in full. This offer to purchase service will be effective for a period of one (1) year from the approval date of this change.

(b) Persons receiving a normal or early retirement allowance from this System, the Employees' Retirement System (Article 2) or the Uniformed Retirement System (Article 3) are eligible for membership only under the terms and conditions set forth in Section 3-7-40.

(c) Notwithstanding any other provision of this Chapter or Article to the contrary, an active member of this System who has more than five years of creditable service in this System and who is appointed to serve as a deputy county executive shall remain a member of this System, and shall not become a member of the

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[5] It is clearer, at this distance in time, to specify the date.

Employees' Retirement System as a result of such appointment. Any such member shall remain a member of this System for so long as he or she is so employed or subsequently resumes working in a position that is covered under this System.

Section 3-7-52. - Deferred Retirement Option Program.

Effective October 1, 2003, there is hereby established a Deferred Retirement Option Program ("DROP") for eligible members of this System. Members of the System in service who are eligible for normal service retirement are eligible to elect to participate in this program.

(a) *Definitions.*

(1) *DROP period* means the three-year period immediately following the commencement of the member's participation in the DROP.

(2) *Eligible member* means any member who is, or will become within 60 days, eligible for normal service retirement benefits as those are defined in § 3-7-26(a).

(b) *Election to participate.*

(1) An eligible member may participate in the DROP only once. An eligible member who desires to participate in the DROP must file an application with the Retirement Administration Agency not less than 60 days prior to the date of the commencement of the member's participation in the DROP. ~~In the case of employees who seek to commence their DROP period between October 1, 2003 and November 20, 2003, the Board of Trustees shall have the authority to waive the requirement that their application be made at least 60 days prior to the commencement of the member's participation in the DROP.~~ [6]

(2) A member's election to participate in the DROP is irrevocable, with the exception that a member who elects to participate in the DROP may revoke that election prior to the commencement of his or her DROP period; once revoked, a member may not then elect to participate in the DROP for a period of at least 12 months from the date of his or her revocation.

(3) At the time of an eligible member's election to participate in the DROP, he or she must make an election in writing pursuant to § 3-7-39 as to whether or not to receive a reduced retirement allowance in order to provide a

[6] Deleted as no longer applicable.

retirement allowance for his or her spouse and/or handicapped child after the member's death.

(4) An eligible member who elects to participate in the DROP will agree to do so for a period of three years.

(5) Subject to any limitation on the number of accrued sick leave hours that may be converted to creditable service as provided in Section 3-7-2(a)(2), ~~A~~an eligible member who elects to participate in the DROP shall, at the time of his or her election to participate in the DROP, make an election in writing as to whether he or she wishes to convert all of his or her accrued sick leave to creditable service or to convert all but 40 hours of his or her accrued sick leave to creditable service. Sick leave that is either carried over or that accrues during the DROP period shall not be converted to creditable service at the conclusion of the DROP period.

(c) *Continued employment.*

(1) A participating DROP member shall, upon commencement of his or her DROP period, continue to work for the County in the position he or she held before the effective date of his or her election to participate in the DROP program. Thereafter, the participating DROP member will perform the services of that position or any other position to which he or she is promoted or transferred.

(2) A participating DROP member will continue to accrue annual and sick leave and, if eligible, compensatory time during the DROP period. At the conclusion of the DROP period, the member will receive the payment for his or her accrued annual and compensatory leave that he or she would have received upon retirement. In no case will a participating DROP member receive payment for his or her accrued annual and compensatory leave at the commencement of the member's participation in the DROP.

(3) A participating DROP member will continue to remain eligible for health and life insurance benefits provided by the County to its employees and will remain eligible to participate in the County's deferred compensation plan. The deductions from the salary of a participating DROP member for health and life insurance benefit will be the same deductions that would have been taken had the participating DROP member been an active County employee, not the deductions that would be taken from the retirement benefits and allowances of a retiree.

(4) All County personnel policies and regulations shall continue to apply to a participating DROP member after the commencement of his or her DROP period. A participating DROP member will remain eligible for annual merit pay increments and promotions during the DROP period. However,

a participating DROP member's salary during his or her DROP period will not be included in the computation of the member's average final compensation. A participating DROP member is also subject to the County's disciplinary policies and regulations.

(5) If a participating DROP member's continued employment with Fairfax County is interrupted by military service, there will be no interruption of the member's participation in the DROP. During the period of the participating DROP member's military service, the member's retirement benefits and allowances will continue to be paid into the participating member's DROP account until the member's DROP period ends. At the end of the DROP period, the member's DROP account balance will be paid to the member whether or not he or she has returned to his or her former County position, and the member will begin to receive his or her normal retirement benefits.

(6) Except as otherwise set forth herein, a participating DROP member's continued service will be deemed to be normal service retirement and will not count as creditable service with the System.

(7) Upon commencement of a participating DROP member's DROP period, the County will cease to withhold contributions to the System from the participating DROP member's salary.

(8) The salary received by a participating DROP member during his or her DROP period will not be included by the County in the base that is used to determine the amount of the County's employer contributions to the System.

(d) *DROP account.*

(1) Upon commencement of the member's participation in the DROP, the member's service retirement allowance pursuant to § 3-7-27 and the additional retirement allowance pursuant to § 3-7-51 will be paid into the member's DROP account. The initial amount credited to a member's DROP account will be computed based on his or her average final compensation as of the date of the commencement of the DROP period.

(2) The initial monthly amount will be increased each July 1 based upon the annual cost of living adjustment provided to retirees pursuant to § 3-7-37. Any other changes that occur during the DROP period that would result in an alteration of the participating DROP member's retirement benefits and allowances if he or she were retired will also result in adjustments to the monthly amount credited to a participating DROP member's DROP account.

(3) The participating DROP member's DROP account will be credited with interest at an annual rate of five percent, compounded monthly. Interest will not be pro-rated for any period less than a full month.

(4) Contributions by the County and the participating DROP member into the System for the participating DROP member will cease.

(5) Amounts credited to a participating DROP member's DROP account will not constitute annual additions under 26 U.S.C. § 415.

(6) A participating DROP member's DROP account will not be an account that is separate and distinct from the assets of the System; a participating DROP member's DROP account balance will remain part of the assets of the System.

(e) *Cessation of County employment.*

(1) At the conclusion of a participating DROP member's DROP period, the member's County employment will automatically cease. The participating DROP member shall then begin to receive normal service retirement benefits and allowances computed based upon his or her average final compensation at the time of the commencement of the DROP period and his or her creditable service at the time of the commencement of the DROP period, plus cost of living increases provided to retirees and any other benefit improvements that may have been granted to retirees during the participating DROP member's DROP period. At least 60 days prior to the conclusion of a participating DROP member's DROP period, the member must make one of the following elections concerning payment of his or her DROP account balance:

(A) The member may receive payment of his or her DROP account balance as a lump sum.

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

(C) The member may elect to receive payment of a portion of his or her DROP account balance and roll over the remaining portion into a qualified retirement plan, such as an IRA. If the member elects this method of receiving his or her DROP account balance, he or she must specify, in writing, the specific amount to be paid as a lump sum and the specific amount to be rolled over.

(D) The member may elect to use his or her DROP account balance to increase his or her monthly retirement benefits and allowances.

The amount of the increase will be determined based on the actuarial equivalent of the member's DROP account balance.

(E) The member may divide his or her DROP account balance in half, and may then elect to use 50% of his or her DROP account balance to increase his or her monthly retirement benefits and allowances, and to receive the remainder in any manner listed in paragraphs (A), (B) and (C) above.

In the event that the participating DROP member does not make the election required by this section, the member will receive payment of his or her DROP account balance as a lump sum.

(2) A participating DROP member may terminate his or her County employment at any time, in which case the effective date of the member's termination of his or her County employment shall be treated as the end of the DROP period for the provisions of this section.

(3) In the event that the employment of a participating DROP member is terminated by the County during the DROP period for any reason, the effective date of the member's separation from County service shall be treated as the end of the DROP period for all purposes of this Section.

(f) *Death or disability during DROP period.*

(1) (A) If a participating DROP member dies during the DROP period, the participating DROP member's designated beneficiary on record with the System shall receive payment of the member's DROP account balance and the member's accumulated contributions; if there is no designated beneficiary on record with the System, payment of these amounts shall be made to the participating DROP member's estate. In the event that the participating DROP member has elected a joint and contingent spouse and handicapped child option pursuant to the terms of § 3-7-39, the participating DROP member's surviving spouse or handicapped child will receive payment of the participating DROP member's DROP account balance and will begin to receive benefits and allowances pursuant to the joint and contingent spouse and handicapped child option election of the participating DROP member in addition to the benefits to which they may be entitled under § 3-7-41.

(B) If a participating DROP member is killed while in performance of his or her official duties during the DROP period, as set forth in § 3-7-43, the member's spouse, or, if there is no surviving spouse, the member's handicapped child, may elect to receive the benefits set forth in § 3-7-43, pursuant to the terms and conditions set forth

in that section. Such an election will constitute a waiver of the right to receive the participating DROP member's DROP account balance.

(C) If a participating DROP member is killed while in performance of his or her official duties and there is no surviving spouse or handicapped child, the member's designated beneficiary on record with the System shall receive payment of the member's DROP account balance and the member's accumulated contributions; if there is no designated beneficiary on record with the System, payment of these amounts shall be made to the participating DROP member's estate.

(2) If a participating DROP member becomes disabled during the DROP period, the participating DROP member will receive:

(A) In the case that a participating DROP member suffers a disability that would be considered an ordinary disability as defined in § 3-7-31 and 3-7-36, the effective date of the member's disability will be treated as the end of the participating DROP member's DROP period.

(B) In the case that a participating DROP member suffers a service-connected disability as set forth in § 3-7-28, the participating DROP member may elect either (i) to receive the service-connected disability retirement benefits and allowances to which he or she would otherwise be entitled or (ii) to receive the normal service retirement benefits and allowances to which he or she would be entitled plus his or her DROP account balance. An election to receive service-connected disability retirement benefits and allowances or severe service- connected disability retirement benefits shall constitute a waiver of the member's right to receive any amounts credited to his or her DROP account balance.

(g) *Execution of documents and adoption of rules and regulations.* The County Executive is authorized to execute all documents necessary or appropriate to operate the DROP including, but not limited to, the establishment of a trust within which the participating DROP members' DROP accounts shall be held and administered. The Board of Trustees is also authorized to adopt rules and regulations governing the DROP. Any documents executed by the County Executive shall be approved for form by the County Attorney prior to execution.

July 6, 2012

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

Re: Changes to Retirement Systems

Dear Bob:

As requested, we are writing to provide an actuarial cost estimate on the following proposed amendments to the County Ordinance that includes changes recommended by (1) Morgan Lewis as part of the process of requesting plan determination letters from the IRS, (2) the County Executive's requested changes concerning deputy county executives, and (3) changes directed by the Board of Supervisors as a result of the retirement study. Specific changes are outlined below;

Changes Recommended by Morgan Lewis: these changes involve compliance requirements and we defer to counsel as we are not attorneys. The changes are not actuarial in nature and therefore, there is no actuarial impact.

Changes Recommended by County Executive: this change allows a vested member to be appointed to a position in the deputy county executive class while remaining in their respective System (PORS and URS). Any impact to the Retirement System would be de-minimis since there are only four deputy executive positions and the member and County contributions would remain a percentage of salary.

Changes Recommended by Board of Supervisors:

- Raise the minimum retirement age to 55 from 50 for all new hires after the date of ordinance revisions – Employees' Retirement System

- Raise the Rule of 80 to the Rule of 85 for all new hires after the date of ordinance revisions – Employees' Retirement System

- Cap unused sick leave at 2,080 hours for determining retirement eligibility and annuity calculations (employee sick leave balances would not be impacted but retirement credit would be capped at 2,080 hours) – Employees', Police and Uniformed Retirement Systems

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

- Eliminate Pre-Social Security Supplement from DROP accounts for all new hires after the date of ordinance revisions – Employees' and Uniformed Retirement Systems.

Please refer to the Attachment for the savings impact of this package of changes. As you know, changes to the Retirement System benefits affecting only new hires can take time to translate themselves into savings to the plan sponsor. If new hire provisions were to be implemented this year, then the first actuarial valuation in which new hires would be recognized under the plan revisions would be the valuation as of July 1, 2013, which sets the plan sponsor rates to be paid in the Fiscal Year ending June 30, 2015, so even an immediate action which only impacts new hires would not result in a reduction in County contributions until Fiscal Year 2015. This is the timing that is reflected in the Attachment. A delay in implementation would push the savings years out from those shown here.

The normal cost is an actuarial measure of the value of each year's accrual of benefits. The normal cost would be lower for new hires under the proposed changes. Below is a comparison of these normal costs by plan:

Comparison of Plan Normal Cost as % of Payroll			
	ERS	PORS	URS
Current Plan	6.91%	20.09%	19.46%
Proposed Plan	5.82%	20.07%	19.09%

As shown in the Attachment, the savings grow over time for two reasons. First, we assume a 3% annual growth in covered payroll in each of the Systems, and second, the savings attributable to new hire changes will increase over time as more of the active population leaves the work force and is replaced by new hires. The current assumptions and demographics predict that about 80% of the current group of actives will have been replaced by new hires by the end of the period shown in the ERS; a somewhat lower turnover is projected to have occurred in the other two Systems. Savings will continue to grow as the Systems move towards 100% replacement.

Please note that the dollar amount of savings shown is our best estimate of the County's contribution to each plan. In the case of the Employees' Retirement System (ERS) there are two contributing employers, the County and the Schools. This analysis assumes 72% of total covered payroll in the ERS is attributable to County employees; the savings for Schools are <u>not</u> included.

In preparing these savings estimates, we have used the same data and assumptions as were used in performing the July 1, 2011 actuarial valuations for each System, with the

exception of a slight alteration to the retirement assumption for new hires. In making the changes to retirement eligibility for ERS new hires, we applied additional retirement probability to the first eligible date that was equal to the retirement probability that had been assumed from the original retirement eligibility date to the revised one. Furthermore, we also assumed future losses due to the accrual of sick leave would continue (the current assumption is that sick leave balances remain level from year to year), but would be diminished by 75% if sick leave balances are capped. To the extent that actual experience deviates from these assumptions, results will vary accordingly.

I hereby certify that, to the best of my knowledge, this report and its contents, which are work products of Cheiron, Inc., are complete and have been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board. Furthermore, as a credentialed actuary, I meet the Qualification Standards of the American Academy of Actuaries to render the opinion contained in this report. This report does not address any contractual or legal issues. I am not an attorney nor does our firm provide any legal services or advice.

This letter report was prepared exclusively for the Fairfax County Retirement Systems for a specific and limited purpose. It is not for the use or benefit of any third party for any purpose. Any third-party recipient of Cheiron's work product who desires professional guidance should not rely upon Cheiron's work product but should engage qualified professionals for advice appropriate to its own specific needs.

Please call with any questions and comments.

Sincerely,
Cheiron

Fiona E. Liston

Fiona E. Liston, FSA, EA
Principal Consulting Actuary

cc: Christian Benjaminson, FSA, EA

Attachment

Savings Projections for Package of New Hire Changes

FYE	Employees' Retirement System (County Only)						Police Officers Retirement System		
	Savings as %	County Payroll	Retirement Eligibility	Capped Sick Leave	no Supplement to DROP	Total Savings as $	Savings as %	County Payroll	Savings as $
6/30/2013	0.00%	$ 474,376,000	$ -	$ -	$ -	$ -	0.000%	$ 102,042,000	$ -
6/30/2014	0.00%	488,607,000	-	-	-	-	0.000%	105,104,000	-
6/30/2015	-0.11%	503,265,000	(469,000)	-	(106,000)	(575,000)	0.000%	108,257,000	-
6/30/2016	-0.23%	518,363,000	(965,000)	(5,000)	(212,000)	(1,182,000)	-0.001%	111,505,000	(1,000)
6/30/2017	-0.34%	533,914,000	(1,474,000)	(8,000)	(323,000)	(1,805,000)	-0.002%	114,850,000	(2,000)
6/30/2018	-0.44%	549,932,000	(1,996,000)	(11,000)	(437,000)	(2,444,000)	-0.003%	118,295,000	(3,000)
6/30/2019	-0.55%	566,430,000	(2,548,000)	(14,000)	(558,000)	(3,120,000)	-0.004%	121,844,000	(5,000)
6/30/2020	-0.66%	583,422,000	(3,142,000)	(18,000)	(688,000)	(3,848,000)	-0.005%	125,499,000	(6,000)
6/30/2021	-0.77%	600,925,000	(3,777,000)	(21,000)	(827,000)	(4,625,000)	-0.006%	129,264,000	(8,000)
6/30/2022	-0.88%	618,953,000	(4,462,000)	(24,000)	(978,000)	(5,464,000)	-0.007%	133,142,000	(9,000)
6/30/2023	-1.00%	637,522,000	(5,200,000)	(30,000)	(1,139,000)	(6,369,000)	-0.008%	137,137,000	(11,000)
6/30/2024	-1.12%	656,647,000	(5,995,000)	(34,000)	(1,314,000)	(7,343,000)	-0.010%	141,251,000	(14,000)
6/30/2025	-1.24%	676,347,000	(6,852,000)	(39,000)	(1,501,000)	(8,392,000)	-0.011%	145,488,000	(16,000)
6/30/2026	-1.37%	696,637,000	(7,779,000)	(44,000)	(1,704,000)	(9,527,000)	-0.013%	149,853,000	(19,000)
6/30/2027	-1.50%	717,536,000	(8,775,000)	(49,000)	(1,923,000)	(10,747,000)	-0.014%	154,348,000	(22,000)

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Savings Projections for Package of New Hire Changes

FYE	Uniformed Retirement System: Savings as %	County Payroll	Capped Sick Leave	no Supplement to DROP	Total Savings as $	Total Savings (County Only): Savings as %	County Payroll	Retirement Eligibility	Capped Sick Leave	no Supplement to DROP	Total Savings as $
6/30/2013	0.00%	$ 151,746,000	$ -	$ -	$ -	0.00%	$ 728,164,000	$ -	$ -	$ -	$ -
6/30/2014	0.00%	156,298,000	-	-	-	0.00%	750,009,000	-	-	-	-
6/30/2015	-0.02%	160,987,000	(4,000)	(23,000)	(27,000)	-0.08%	772,509,000	(469,000)	(4,000)	(129,000)	(602,000)
6/30/2016	-0.04%	165,817,000	(8,000)	(55,000)	(63,000)	-0.16%	795,685,000	(965,000)	(14,000)	(267,000)	(1,246,000)
6/30/2017	-0.06%	170,791,000	(13,000)	(89,000)	(102,000)	-0.23%	819,555,000	(1,474,000)	(23,000)	(412,000)	(1,909,000)
6/30/2018	-0.08%	175,915,000	(19,000)	(124,000)	(143,000)	-0.31%	844,142,000	(1,996,000)	(33,000)	(561,000)	(2,590,000)
6/30/2019	-0.10%	181,192,000	(25,000)	(162,000)	(187,000)	-0.38%	869,466,000	(2,548,000)	(44,000)	(720,000)	(3,312,000)
6/30/2020	-0.13%	186,628,000	(32,000)	(202,000)	(234,000)	-0.46%	895,549,000	(3,142,000)	(56,000)	(890,000)	(4,088,000)
6/30/2021	-0.15%	192,227,000	(38,000)	(249,000)	(287,000)	-0.53%	922,416,000	(3,777,000)	(67,000)	(1,076,000)	(4,920,000)
6/30/2022	-0.18%	197,994,000	(48,000)	(301,000)	(349,000)	-0.61%	950,089,000	(4,462,000)	(81,000)	(1,279,000)	(5,822,000)
6/30/2023	-0.20%	203,934,000	(56,000)	(361,000)	(417,000)	-0.69%	978,593,000	(5,200,000)	(97,000)	(1,500,000)	(6,797,000)
6/30/2024	-0.23%	210,052,000	(66,000)	(426,000)	(492,000)	-0.78%	1,007,950,000	(5,995,000)	(114,000)	(1,740,000)	(7,849,000)
6/30/2025	-0.27%	216,353,000	(77,000)	(497,000)	(574,000)	-0.87%	1,038,188,000	(6,852,000)	(132,000)	(1,998,000)	(8,982,000)
6/30/2026	-0.30%	222,844,000	(90,000)	(575,000)	(665,000)	-0.95%	1,069,334,000	(7,779,000)	(153,000)	(2,279,000)	(10,211,000)
6/30/2027	-0.33%	229,529,000	(104,000)	(665,000)	(769,000)	-1.05%	1,101,413,000	(8,775,000)	(175,000)	(2,588,000)	(11,538,000)

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