

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 3, 2013**

**AGENDA**

- |       |                 |   |
|-------|-----------------|---|
| 9:30  | <b>Done</b>     | Presentations   |
| 10:30 | <b>Adopted</b>  | Board Adoption of the 2014 Legislative Program                                |
| 10:40 | <b>Approved</b> | Appointments to Citizen Boards, Authorities, Commissions, and Advisory Groups |
| 10:50 | <b>Done</b>     | Items Presented by the County Executive                                       |

**ADMINISTRATIVE  
ITEMS**

- |   |                 |  |
|---|-----------------|--|
| 1 | <b>Approved</b> | Extension of Review Periods for 2232 Review Applications (Mason, Providence, and Springfield Districts)  |
| 2 | <b>Approved</b> | Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance Amendment Re: Home Child Care Facilities and Child Care Centers for Occasional Care                                      |
| 3 | <b>Approved</b> | Authorization to Advertise a Public Hearing to Consider Amending Fairfax County Code Section 82-5A and Appendix G (Residential Permit Parking Districts) Related to Administration and Eligibility |
| 4 | <b>Approved</b> | Authorization to Advertise a Public Hearing on a Proposal to Abandon a Part of Lyles Road and Convey the Abandoned Right-of-Way to ECHO, Incorporated (Lee District)                               |
| 5 | <b>Approved</b> | Streets into the Secondary System (Sully District)   |

**ACTION ITEMS**

- |   |                 |   |
|---|-----------------|---|
| 1 | <b>Approved</b> | Reinstatement of Funding for OPA/Team/Managerial Awards Program and Implementation of an Incentive Reinvestment Initiative for Employee Development                   |
| 2 | <b>Approved</b> | Approval of Memorandum of Agreement with the Sheriff Concerning Personnel Administration and Grievance Procedure  |
| 3 | <b>Approved</b> | Approval of Letter to the Virginia Department of Rail and Public Transportation Regarding the Report on Capital Assistance Allocation Methodology for Transit Funding |
| 4 | <b>Approved</b> | Approval to Authorize the Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds  |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 3, 2013**

**ACTION ITEMS  
(Continued)**

- |   |                  |  |
|---|------------------|--|
| 5 | <b>Withdrawn</b> | Action on a Parking Reduction for Huntington Avenue Properties (Mount Vernon District) |
| 6 | <b>Approved</b>  | Approval of a Revolving Line of Credit and Direct Loan                                 |

**INFORMATION ITEMS**

- |       |              |   |
|-------|--------------|---|
| 1     | <b>Noted</b> | Presentation of the Fiscal Year 2013 Comprehensive Annual Financial Report (CAFR)                           |
| 2     | <b>Noted</b> | Planning Commission Action on Application 2232A-D01-4-1, Sirius XM (Dranesville District)                   |
| 3     | <b>Noted</b> | Contract Awards During the Period Between the December Board Meeting and the First Board Meeting in January |
| 11:00 | <b>Done</b>  | Matters Presented by Board Members  |
| 11:50 | <b>Done</b>  | Closed Session  |

**PUBLIC HEARINGS**

- |      |   |  |
|------|---|--|
| 3:30 | <b>Deferred to 1/14/14 at 4:00 p.m.</b> | Public Hearing on RZ 2013-LE-008 (Penn-Daw Associates Limited Partnership) (Lee District)                            |
| 3:30 | <b>Deferred to 1/28/14 at 3:30 p.m.</b> | Public Hearing on RZ 2013-SU-010 (Christopher Land, L.L.C.) (Sully District)   |
| 3:30 | <b>Deferred to 1/14/14 at 3:30 p.m.</b> | Public Hearing on RZ 2009-PR-022 (James M. Hollingsworth) (Providence District)                                      |
| 3:30 | <b>Approved</b>                         | Public Hearing on SE 2013-LE-005 (Franconia Square, LLC) to Permit a Service Station (Lee District)                  |
| 3:30 | <b>Approved</b>                         | Public Hearing on SE 2013-MA-007 (South Baylo University) to Permit a College/University (Mason District)            |
| 4:00 | <b>Removed</b>                          | Decision Only on RZ 2013-MV-001 (A&R Huntington Metro LLC) (Mount Vernon District)                                   |
| 4:00 | <b>Approved</b>                         | Public Hearing on RZ 2012-DR-016 (Dulles Rockhill Partners, LP and Nuggett Joint Venture, LC) (Dranesville District) |

**FAIRFAX COUNTY  
BOARD OF SUPERVISORS  
December 3, 2013**

**PUBLIC HEARINGS  
(Continued)**

4:00	<b>Approved</b>	Public Hearing on PCA C-698-3 (Nugget Joint Venture, LC) (Dranesville District)
4:00	<b>Approved</b>	Public Hearing on PCA C-696-9 (Dulles Rockhill Partners, LP) (Dranesville District)
4:00	<b>Approved</b>	Public Hearing on Proposed Plan Amendments ST09-III-DS1, S07-III-UP2 and S09-III-UP2, Located in the Vicinity of the Innovation Center Metrorail Station and the Dulles Toll Road and Centreville Road Intersection (Dranesville and Hunter Mill Districts)
4:00	<b>Approved</b>	Public Hearing on Amendment to the Code of the County of Fairfax, Chapter 5 (Offenses) to Add Article 6 (Excessive Sound Generation in Residential Areas and Dwellings)
4:30	<b>Held</b>	Public Comment

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*Fairfax County, Virginia*  
**BOARD OF SUPERVISORS**  
**AGENDA**

**Tuesday**  
**December 3, 2013**

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9:30 a.m.

Recognition of Fairfax County employers selected  
as "Best Workplaces for Commuters"

**PRESENTATIONS**

**RECOGNITIONS:**

- CERTIFICATE – To recognize the Westfield High School marching band for being invited to participate in the Rose Bowl Parade on January 1, 2014. Requested by Supervisor Frey.
- CERTIFICATE – To recognize Westbriar Elementary School for being named a National Blue Ribbon School. Requested by Supervisor Hudgins.
- CERTIFICATE – To recognize Dave Lavery for being awarded a 2013 Samuel J. Heyman Service to America medal by the Partnership for Public Service. Requested by Supervisor Foust.

**STAFF:**

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

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Board Agenda Item  
December 3, 2013

10:30 a.m.

Board Adoption of the 2014 Legislative Program for the Virginia General Assembly, Approval of the County's 113<sup>th</sup> Congress Federal Legislative Strategy, and Adoption of Principles for Federal Legislation for the 113<sup>th</sup> Congress

ISSUE:

Board adoption of a legislative program for the 2014 Session of the Virginia General Assembly and Board approval of federal legislative strategy for the 113<sup>th</sup> Congress, as well as principles for federal legislation in the 113<sup>th</sup> Congress.

TIMING:

Immediate. On November 19, 2013, the Board of Supervisors held a public hearing on the 2014 Legislative Program. This program will be presented at the Board's work session with the members of the Fairfax County Delegation to the Virginia General Assembly on December 9, 2013. The General Assembly will convene January 8, 2014, and is scheduled to adjourn on March 8, 2014.

Board action is also requested at this time in order to formally adopt the County's federal strategy for action during the second year of the 113<sup>th</sup> Congress. County staff will also apply for federal grants based on the criteria adopted by the Board.

BACKGROUND:

The draft State legislative program has been developed over the past several months by the Legislative Committee of the Board. The program contains the Committee's recommended legislative initiatives and positions for the County at the 2014 Session of the Virginia General Assembly; an issue paper on human services needs is included as an addendum to this program. After adoption by the Board, final versions of these documents will be available at [www.fairfaxcounty.gov/government/board](http://www.fairfaxcounty.gov/government/board). In preparing this package, the Committee has considered the County's legislative needs and opportunities and has endeavored to maintain a program of priority legislative requests. The Legislative Committee will continue to meet, generally on a weekly basis, throughout the Session to monitor legislation and recommend positions for adoption at regular Board meetings.

The draft federal strategy was also developed as part of the Legislative Committee process. Discussion is scheduled to take place at the November 26 meeting. Staff recommendations to be presented to the Committee focus on areas determined to be of strategic importance to the County, including funding for transportation, Base

Board Agenda Item  
December 3, 2013

Realignment and Closure (BRAC), and the social safety net. In light of continuing uncertainty regarding the federal budget and the ongoing earmark ban, the County continues to pursue a strategic approach to the federal funding process. Specifics on general budget items, as well as federal funding opportunities, will be reported periodically to the Board.

Finally, draft Principles for Federal Legislation in the 113<sup>th</sup> Congress are also included in this item. These principles contain the Legislative Committee's recommended positions for the County during the 113<sup>th</sup> Congressional session.

ENCLOSED DOCUMENTS:

(Documents to be delivered to Board Members under separate cover. Also available online at [www.fairfaxcounty.gov/government/board](http://www.fairfaxcounty.gov/government/board), under "Reports," on December 2, 2013.)

Attachment 1 -- Draft Fairfax County Legislative Program for the 2014 Virginia General Assembly

Attachment 2 – 2014 Draft Human Services Issue Paper

Attachment 3 – Draft 113<sup>th</sup> Congress Federal Legislative Strategy

Attachment 4 – Draft Principles for Federal Legislation – 113<sup>th</sup> Congress

STAFF:

Edward L. Long, Jr., County Executive

Claudia Arko, Legislative Director

Tom Biesiadny, Director, Department of Transportation

Board Agenda Item  
December 3, 2013

10:40 a.m.

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

ENCLOSED DOCUMENTS:

Attachment 1: Appointments to be heard December 3, 2013  
(An updated list will be distributed at the Board meeting.)

STAFF:

Catherine A. Chianese, Assistant County Executive and Clerk to the Board of Supervisors

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**FINAL COPY**

**APPOINTMENTS TO BE HEARD DECEMBER 3, 2013**  
**(ENCOMPASSING VACANCIES PROJECTED THROUGH **DECEMBER 31, 2013**)**  
 (Unless otherwise noted, members are eligible for reappointment)

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Meg K. Rayford; appointed 2/13 by Bulova) Term exp. 9/16) <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Edwina Dorch; appointed 2/13 by Hyland) Term exp. 9/16 <i>Resigned</i>	Mount Vernon District Representative		Hyland	Mount Vernon
VACANT (Formerly held by Sosthenes Klu; Appointed 12/05-9/08 by Frey) Term exp. 9/12 <i>Resigned</i>	Sully District Representative		Frey	Sully

**AFFORDABLE DWELLING UNIT ADVISORY BOARD (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Arthur R. Genuario; appointed 4/96-5/12 by Hyland) Term exp. 9/13 <i>Resigned</i>	Builder (Single Family) Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Mark S. Ingrao; appointed 1/03 by Mendelsohn; 5/05 by DuBois) Term exp. 5/09 <i>Resigned</i>	Citizen Representative		By Any Supervisor	At-Large
VACANT (Formerly held by James Francis Carey; appointed 2/95-5/02 by Hanley; 5/06 by Connolly) Term exp. 5/10 <i>Resigned</i>	Lending Institution Representative		By Any Supervisor	At-Large

**AIRPORTS ADVISORY COMMITTEE (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Barbara Kreykenbohm; appointed 1/09 by Gross) Term exp. 1/11 <i>Resigned</i>	Mason District Representative		Gross	Mason

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Nicholas Capezza; appointed 1/11 by Bulova) Term exp. 10/13 <i>Resigned</i>	At-Large #5 Representative		By Any Supervisor	At-Large

**ATHLETIC COUNCIL (2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
James Pendergast (Appointed 7/12 by Cook) Term exp. 6/13	Braddock District Alternate Representative		Cook	Braddock
Clement Chan (Appointed 12/09-2/12 by Bulova) Term exp. 12/13	Diversity-At-Large Principal Representative	<b>Clement Chan</b> (Bulova)	By Any Supervisor	At-Large
Chip Chidester (Appointed 3/10-11/11 by Bulova) Term exp. 10/13	Member-At-Large Alternate Representative		Bulova	At-Large Chairman's

**BARBARA VARON VOLUNTEER AWARD SELECTION COMMITTEE (1 year)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Rachel Rifkind (Appointed 5/09-6/09 by Gross) Term exp. 6/11	Mason District Representative		Gross	Mason

**BOARD OF BUILDING AND FIRE PREVENTION CODE APPEALS (4 years)**  
 (No official, technical assistant, inspector or other employee of the DPWES, DPZ,  
 or FR shall serve as a member of the board.)

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Wayne Bryan; appointed 1/10-2/13 by Bulova) Term exp. 2/17 <i>Resigned</i>	Alternate #2 Representative		By Any Supervisor	At-Large

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Joseph Blackwell (Appointed 2/05-1/08 by Kauffman; 2/09- 12/11 by McKay) Term exp. 12/13	At-Large #2 Representative	<b>Joseph Blackwell</b> (McKay)	By Any Supervisor	At-Large

**CHESAPEAKE BAY PRESERVATION ORDINANCE  
 EXCEPTION REVIEW COMMITTEE (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kanthan Siva; appointed 1/13 by Frey) Term exp. 9/15 <i>Resigned</i>	Sully District Representative		Frey	Sully

**CHILD CARE ADVISORY COUNCIL (2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ann Aoki; (Appointed 11/10-9/12 by Foust) Term exp. 9/14 <i>Resigned</i>	Dranesville District Representative		Foust	Dranesville
VACANT (Formerly held by Joan C. Holtz; appointed 5/09 by Smyth) Term exp. 9/11 <i>Resigned</i>	Providence District Representative		Smyth	Providence

**CITIZEN CORPS COUNCIL, FAIRFAX COUNTY  
(2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jean Zettler (Appointed 11/08-5/10 by Smyth) Term exp. 5/12	Providence District Representative		Smyth	Providence

**CIVIL SERVICE COMMISSION (2 years)**

[NOTE: The Commission shall include at least 3 members who are male, 3 members who are female, and 3 members who are from a member of a minority group.]

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Rosemarie Annunziata (Appointed 10/05-1/08 by Connolly; 12/09- 1/12 by Bulova) Term exp. 12/13	At-Large #3 Representative		By Any Supervisor	At-Large
Thomas Garnett, Jr. (Appointed 10/05-1/08 by Kauffman; 12/09- 12/11 by McKay) Term exp. 12/13	At-Large #6 Representative	<b>Thomas Garnett</b> (McKay)	By Any Supervisor	At-Large
Irene V. Farquhar (Appointed 4/10-12/11 by Cook) Term exp. 12/13	At-Large #8 Representative		By Any Supervisor	At-Large
D. Patrick Lewis (Appointed 10/05- 12/11 by Gross) Term exp. 12/13	At-Large #9 Representative		By Any Supervisor	At-Large

**COMMISSION ON AGING (2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Suzanne P. M. Rudiselle; appointed 11/10-5/12 by Hudgins) Term exp. 5/14 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Benjamin Gibson; appointed 4/11 by McKay) Term exp. 1/15 <i>Resigned</i>	Lee District Representative		McKay	Lee
David Hess-Linkous (Appointed 7/11 by Smyth) Term exp. 1/13	Providence District Representative		Smyth	Providence

**COMMUNITY ACTION ADVISORY BOARD (CAAB)  
(3 years)**

**CONFIRMATION NEEDED:**

- Ms. Marcia McDevitt as the League of Women Voters' Representative

**COMMUNITY REVITALIZATION AND REINVESTMENT ADVISORY GROUP  
(2 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Loren C. Bruce; appointed 6/11 by Hudgins) Term exp. 4/13 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill

**CRIMINAL JUSTICE ADVISORY BOARD (CJAB) (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Rose Miles Robinson; appointed 7/06-2/09 by Hudgins) Term exp. 2/12 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
Andrew Hunter (Appointed 4/04-2/09 by Gross) Term exp. 2/12	Mason District Representative	<b>Justin E. Fairfax</b>	Gross	Mason
VACANT (formerly held by Glen Robinson; appointed 11/09 by Smyth) Term exp. 8/12 <i>Resigned</i>	Providence District Representative	<b>Adam Samuel "Sammy" Roth</b>	Smyth	Providence
VACANT (Formerly held by Michael Birch; appointed 1/08-4/10 by Frey) Term exp. 4/13 <i>Resigned</i>	Sully District Representative		Frey	Sully

**DULLES RAIL TRANSPORTATION IMPROVEMENT  
DISTRICT ADVISORY BOARD, PHASE II (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT Formerly held by Todd S. Rich; appointed 4/13 by Bulova) Term exp. 1/16 <i>Resigned</i>	BOS At-Large #5 Representative		By Any Supervisor	At-Large

**ENGINEERING STANDARDS REVIEW COMMITTEE (3 years)**

**CONFIRMATION NEEDED:**

- Mr. William Hicks as the Department of Public Works and Environmental Services Representative

**ENVIRONMENTAL QUALITY ADVISORY COUNCIL (EQAC) (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Frank Divita (Appointed 9/09-11/10 by Cook) Term exp. 11/13	Braddock District Representative		Cook	Braddock
VACANT (Formerly held by Marie Flanagan; appointed 1/10 by Smyth) Term exp. 1/13 <i>Resigned</i>	Providence District Representative	<b>Robert Alexander</b> <b>“Alex” Robbins</b>	Smyth	Providence

**FAIRFAX AREA DISABILITY SERVICES BOARD**

**(3 years- limited to 2 full consecutive terms per MOU, after initial term)**

[NOTE: Persons may be reappointed after being off for 3 years. State Code requires that membership in the local Disabilities Services Board include at least 30 percent representation by individuals with physical, visual or hearing disabilities or their family members. For this 15-member board, the minimum number of representation would be 5.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Chuck Caputo; appointed 1/10-11/10 by Bulova) Term exp. 11/13 <i>Resigned</i>	At-Large #1 Business Community Representative		Bulova	At-Large Chairman's
Harriet Epstein (Appointed 5/10- 11/10 by Smyth) Term exp. 11/13	Providence District Representative	<b>Harriet Epstein</b>	Smyth	Providence
Ann Pimley (Appointed 9/03&11/06 by Frey) Term exp. 11/09 <i>Not eligible for reappointment</i>	Sully District Representative		Frey	Sully

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by David Braun; appointed 10/06-6/09 by Smyth) Term exp. 6/12 <i>Resigned</i>	Consumer #1 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Andrew A. Painter; appointed 2/11 by Smyth) Term exp. 6/13 <i>Resigned</i>	Consumer #4 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Carol Ann Coryell; appointed 6/05-6/08 by Frey) Term exp. 6/11 <i>Resigned</i>	Consumer #6 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Samuel Jones; appointed 12/09 by Gross) Term exp. 6/12 <i>Resigned</i>	Provider #1 Representative		By Any Supervisor	At-Large
Lee G. Draznin (Appointed 5/95-7/10 by Bulova) Term exp. 6/13 <b><i>Not eligible for reappointment (Need 1 year lapse)</i></b>	Provider #4 Representative		By Any Supervisor	At-Large

**HISTORY COMMISSION (3 years)**

[NOTE: The Commission shall include at least one member who is a resident from each supervisor district.] Current Membership:

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

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Phyllis Walker Ford (Appointed 1/09-12/10 by McKay) Term exp. 12/13 <i>Lee District Resident</i>	At-Large #3 Representative	<b>Phyllis Walker Ford</b> (McKay)	By Any Supervisor	At-Large
Richard Zambito (Appointed 10/10 by Gross) Term exp. 9/13 <i>Mason District Resident</i>	Citizen #7 Representative	<b>Rachel Rifkind</b> (Gross)	By Any Supervisor	At-Large

**HUMAN RIGHTS COMMISSION (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Ahmed Selim (Appointed 7/08-9/10 by Gross) Term exp. 9/13	At-Large #6 Representative		By Any Supervisor	At-Large

**HUMAN SERVICES COUNCIL (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Judith Tessie Wilson; appointed 2/13 by Cook) Term exp. 7/13 <i>Resigned</i>	Braddock District #1 Representative		Cook	Braddock
Richard Gonzalez (Appointed 7/97-7/05 by Kauffman; 8/09 by McKay) Term exp. 7/13	Lee District #1 Representative		McKay	Lee
VACANT (formerly held by David Dunlap; appointed 7/12 by Smyth) Term exp. 7/13 <i>Resigned</i>	Providence District #2 Representative		Smyth	Providence
VACANT (Formerly held by Richard Berger; appointed 2/06-8/09 by Frey) Term exp. 7/13 <i>Resigned</i>	Sully District #1 Representative		Frey	Sully

**INDUSTRIAL DEVELOPMENT AUTHORITY (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Inge Gedo (Appointed 11/09 by Herrity) Term exp. 10/13	At-Large #3 Representative		By Any Supervisor	At-Large
Marcus B. Simon (Appointed 12/01 by Hanley; 10/05 by Connolly; 12/09 by Bulova) Term exp. 10/13	At-Large #5 Representative		By Any Supervisor	At-Large

**LIBRARY BOARD (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
David C. F. Ray (Appointed 4/09-7/09 by Cook) Term exp. 7/13	Braddock District Representative		Cook	Braddock

**MOSAIC DISTRICT COMMUNITY DEVELOPMENT AUTHORITY (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Kenneth Lawrence; appointed 1/10 by Smyth) Term exp. 1/14 <i>Resigned</i>	Community Representative		By Any Supervisor	At-Large

**OVERSIGHT COMMITTEE ON DRINKING AND DRIVING (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Eileen Nelson; appointed 3/04-6/07 by Connolly; 6/10 by Bulova) Term exp. 6/13 <i>Resigned</i>	At-Large Chairman's Representative		Bulova	At-Large Chairman's
VACANT (Formerly held by Adam Parnes; appointed 9/03-6/12 by Hudgins) Term exp. 6/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Braddock
VACANT (Formerly held by Richard Nilsen; appointed 3/10-6/10 by McKay) Term exp. 6/13 <i>Resigned</i>	Lee District Representative		McKay	Lee
VACANT (Formerly held by William J. Stephens; appointed 9/05 by McConnell; 6/08-6/13 by Herrity) Term exp. 6/16 <i>Resigned</i>	Springfield District Representative		Herrity	Springfield
VACANT (Formerly held by Ronald Miner; appointed 8/02-6/11 by Frey) Term exp. 6/14 <i>Resigned</i>	Sully District Representative		Frey	Sully

**PARK AUTHORITY (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Kala L. Quintana (Appointed 10/10 by Bulova) Term exp. 12/13	At-Large #1 Representative	<b>Kala L. Quintana</b> (Bulova)	By Any Supervisor	At-Large

**PLANNING COMMISSION (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
Jay Donahue (Appointed 1/08-11/12 by Foust) Term exp. 12/16 ( <i>resignation effective January 16, 2014</i> )	Dranesville District Representative	<b>John Ulfelder</b>	Foust	Dranesville
Earl Layton Flanagan (Appointed 12/06-2/10 by Hyland) Term exp. 12/13	Mount Vernon District Representative	<b>Earl L. Flanagan</b>	Hyland	Mount Vernon

<b>ROAD VIEWERS BOARD (1 year)</b>
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<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
John W. Ewing (Appointed 2/11-11/02 by Hanley; 1/04-12/08 by Connolly; 12/09- 11/12 by Bulova) Term exp. 12/13	At-Large #2 Representative		By Any Supervisor	At-Large
Marcus Wadsworth (Appointed 6/09-11/12 by McKay) Term exp. 12/13	At-Large #3 Representative	<b>Marcus Wadsworth</b> (McKay)	By Any Supervisor	At-Large
VACANT (Formerly held by Stephen E. Still; appointed 6/06-12/11 by Smyth) Term exp. 12/12 <i>Resigned</i>	At-Large #4 Representative		By Any Supervisor	At-Large
Micah D. Himmel (Appointed 12/11- 11/12 by Smyth) Term exp. 12/13	At-Large #5 Representative	<b>Micah D. Himmel</b> (Smyth)	By Any Supervisor	At-Large

**TENANT LANDLORD COMMISSION (3 years)**

[NOTE: Per County Code Section 12-2-1, each member of this commission must be a County resident. Tenant Members: shall be a person who, prior to the time of his/her appointment, and throughout his/her term, shall be the lessee of and reside in a dwelling unit. Landlord Members: shall be a person who owns and leases, or serves as a manager for four (4) or more leased dwelling units in Fairfax County or is employed by a real estate management firm that manages more than four (4) rental units. Citizen Members: shall be anyone who is neither a lessee nor lessor of any dwelling unit in Fairfax County.]

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Craig Richey; appointed 5/13 by Frey) Term exp. 12/15 <i>Resigned</i>	Citizen Member #3 Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Sally D. Liff; appointed 8/04-1/11 by Smyth) Term exp. 1/14 Deceased	Condo Owner Representative		By Any Supervisor	At-Large
VACANT (Formerly held by Kevin Denton; appointed 4/10&1/11 by Smyth) Term exp. 1/14 Resigned	Tenant Member #3 Representative		By Any Supervisor	At-Large

**TREE COMMISSION (3 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ron Rubin; appointed 1/05-10/12 by Hudgins) Term exp. 10/15 <i>Resigned</i>	Hunter Mill District Representative		Hudgins	Hunter Mill
VACANT (Formerly held by Marie Flanagan; appointed 12/09 by Smyth) Term exp. 10/11 <i>Resigned</i>	Providence District Representative	<b>Charles “Rick” Ayers</b>	Smyth	Providence

**TRESPASS TOWING ADVISORY BOARD (3 years)**

[NOTE: Advisory board created effective 7/1/06 to advise the Board of Supervisors with regard to the appropriate provisions of Va. Code Section 46.2-1233.2 and Fairfax County Code 82.5-32.]

**Membership:** Members shall be Fairfax County residents. A towing representative shall be defined as a person who, prior to the time of his or her appointment, and throughout his or her term, shall be an operator of a towing business in Fairfax County.

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Ronald P. Miner; appointed 6/06 by Connolly; 9/09 by Bulova) Term exp. 9/12 <i>Resigned</i>	Citizen Alternate Representative		By Any Supervisor	At-Large

**UNIFORMED RETIREMENT SYSTEM BOARD OF TRUSTEES (4 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
NEW POSITION	Retiree Representative	<b>Thomas M. Simcoe</b>	Elected	Confirmation

**WETLANDS BOARD (5 years)**

<u>Incumbent History</u>	<u>Requirement</u>	<u>Nominee</u>	<u>Supervisor</u>	<u>District</u>
VACANT (Formerly held by Anita Van Breda; appointed 9/13 by Bulova) Term exp. 7/16 <i>Resigned</i>	Alternate #1 Representative		By Any Supervisor	At-Large
Elizabeth Martin (Appointed 11/09 by Gross) Term exp. 12/13	At-Large #1 Representative	<b>Elizabeth Martin</b> (Hyland) <i>Deferred</i>	By Any Supervisor	At-Large
VACANT (Formerly held by Mary Lou Melley; appointed 1/96-12/00 by Hanley; 1/06 by Connolly; 12/10 by Bulova) Term exp. 12/15 <i>Resigned</i>	At-Large #2 Representative	<b>Anita Van Breda</b> (Bulova)	By Any Supervisor	At-Large

Board Agenda Item  
December 3, 2013

10:50 a.m.

Items Presented by the County Executive

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Board Agenda Item  
December 3, 2013

ADMINISTRATIVE – 1

Extension of Review Periods for 2232 Review Applications (Mason, Providence, and Springfield Districts)

ISSUE:

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

RECOMMENDATION:

The County Executive recommends that the Board extend the review periods for the following applications: 2232-M13-14 to June 15, 2014; 2232-P13-13 to June 9, 2014, and FS-S13-23 to February 21, 2014.

TIMING:

Board action is required on December 3, 2013, to extend the review periods of the applications noted above before their expirations.

BACKGROUND:

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

The Board should extend the review periods for applications 2232-M13-14 and 2232-P13-13; which were accepted for review by the Department of Planning and Zoning (DPZ) October 10-16, 2013. These applications are for non-telecommunications public facilities, and thus, are not subject to the State Code provision for extending the review period by no more than sixty additional days.

Board Agenda Item  
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The review periods for the following applications should be extended:

2232-M13-14      Fairfax County School Board  
Retrofit existing office building use as an elementary school  
6245 Leesburg Pike, Falls Church  
Mason District  
Extend review period to June 15, 2014

2232-P13-13      Fairfax County Facilities Management Department  
Tinner Hill historic site  
108 Tinner Hill Road, Falls Church  
Providence District  
Extend review period to June 9, 2014

The Board is also asked to extend the review period for Feature Shown application FS-S13-23, which was accepted for review by DPZ on September 24, 2013, and thus, is subject to the State Code provision that the Board may extend the time required for the Planning Commission to act on this application by no more than sixty (60) additional days. Therefore, the review period for FS-S13-23 should be extended as follows:

FS-S13-23      AT&T Mobility  
Telecommunications co-location on Hyatt-Fair Lakes rooftop  
12777 Fair Lakes Circle, Fairfax  
Springfield District  
Extend review period to February 21, 2014

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

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

None

STAFF:

Robert A. Stalzer, Deputy County Executive  
Fred R. Selden, Director, Department of Planning and Zoning, DPZ  
Chris B. Caperton, Chief, Facilities Planning Branch, Planning Division, DPZ  
Connie A. Maier, Planner, Facilities Planning Branch, Planning Division, DPZ

ADMINISTRATIVE - 2

Authorization to Advertise Public Hearings on a Proposed Zoning Ordinance  
Amendment Re: Home Child Care Facilities and Child Care Centers for Occasional  
Care

ISSUE:

The proposed amendment is in response to the Board of Supervisors' request for staff to consider ways to streamline the special exception application filing process for home child care facilities that are located in the PDH, PDC, PRM and PTC Districts, as well as reducing the special exception application filing fee for home child care facilities. This proposal would bring the application process and filing fee for such special exception applications into alignment with the application process and filing fee for home child care facilities requiring special permit approval. Staff is also including a proposed modification to the zoning regulations for child care centers for occasional care in regional and super-regional shopping centers as part of this amendment.

RECOMMENDATION:

The County Executive recommends the authorization of the proposed amendment by adopting the resolution set forth in Attachment 1.

TIMING:

Board action is requested on December 3, 2013, to provide sufficient time to advertise the proposed Planning Commission public hearing on January 8, 2014, at 8:15 p.m., and the proposed Board public hearing on February 11, 2014 at 4:00 p.m.

BACKGROUND:

On June 18, 2013, the Board of Supervisors adopted the Home Child Care Facilities Zoning Ordinance Amendment to better align county zoning regulations with administrative changes that were made by the Virginia Department of Social Services in June of 2012. All requests for approval or renewal of state licenses for "Family Day Homes" (home child care facilities) now require sign-off by the local Zoning Administrator. The Board recently amended the Zoning Ordinance to increase the maximum number of children from 10 to 12 that can be cared for in a home child care facility with special permit or special exception approval. This amendment aligned the Zoning Ordinance with the maximum number of children permitted with a state license. In addition, the amendment reduced the special permit filing fee, and incorporated both additional standards and added flexibility for the Board of Zoning Appeals (BZA) review

of special permit applications for home child care facilities. At the time of the Board of Supervisors' adoption of these Zoning Ordinance changes, the Board directed staff to look for ways to streamline the application process and potentially reduce the application fee for those home child care center facilities requiring special exception approval in the PDH, PDC, PRM and PTC Districts.

The proposed changes to the provisions for child care centers for occasional care are in response to a recent request to locate such a facility in a regional shopping center in the County. Currently child care centers for occasional care are only permitted in the C-7 District when located within a regional shopping center and in the C-9 District when located within a super-regional shopping center. All but one of the regional shopping centers in the county are now zoned PDC District. Given the current regulations and zoning designations, a child care center for occasional care would only be permitted in one location in the County. Staff believes that it would be appropriate to allow this use as a permitted accessory use in regional and super-regional shopping centers if such centers are located entirely within the main structure of the shopping center.

Specifically, the amendment:

- (1) Revises the use limitations for home child care facilities requiring special exception approval in the PDH, PDC, PRM, and PTC Districts so that the additional standards and plan submission requirements are the same as those that are contained in Sect. 8-305 and are applicable for those home child care facilities requiring special permit approval.
- (2) Reduces the current special exception application fee of \$1,100 for home child care facilities to as low as \$435.
- (3) Revises the provisions for child care facilities for occasional care to allow such use in regional and super-regional shopping centers as a permitted accessory use, provided that such use is located with the main structure of a regional or super-regional shopping center.

A more detailed discussion of the proposed amendment is set forth in the Staff Report enclosed as Attachment 2.

**REGULATORY IMPACT:**

There are approximately 80 existing home child care facilities licensed by the Virginia Department of Social Services in the County that are located within the PDH, PDC, PTC, and PRM Zoning Districts, out of the overall approximately 420 total state licensed child care providers in the County. These and any new applications for home child care facilities above the by-right numbers would be impacted by these changes, which would

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make the review standards and application fee the same whether a special exception or a special permit was required. This amendment, however, would not change the special exception review process or the length of time that it takes to process an application.

FISCAL IMPACT:

It is anticipated that the influx of special permit and special exception applications for home child care facilities as a result of the previous amendment to the regulations will continue, and this amendment will add to that influx. Lowering the application fee will, however, reduce the amount of revenue that is generated from these applications. The increase in applications will impact the work load of both staff and the Planning Commission and Board of Supervisors because it is anticipated that the additional applications will be processed using existing resources. Although there will be increased workloads in the short term, it is anticipated that in the long term the impacts will be minimal because once a special exception for a home child care facility is approved for a certain provider at a specific location, there are no additional zoning approvals required. Home child care providers will continue to be required to renew their State licenses every one, two, or three years.

ENCLOSED DOCUMENTS:

Attachment 1 – Resolution  
Attachment 2 – Staff Report

STAFF:

Robert A. Stalzer, Deputy County Executive  
Fred Selden, Director, Department of Planning and Zoning (DPZ)  
Leslie B. Johnson, Zoning Administrator, DPZ  
Cathy S. Belgin, Senior Assistant to the Zoning Administrator, DPZ

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**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 December 3, 2013, at which meeting a quorum was present and the following resolution was adopted:

WHEREAS, home child care facilities with a greater number of children or non-resident assistants than are currently permitted by right as an accessory use in the Zoning Ordinance when located in conventional Zoning Districts and the PRC District require special permit approval from the Board of Zoning Appeals; and

WHEREAS, home child care facilities with a greater number of children or non-resident assistants than are currently permitted by right as an accessory use when located in the PDH, PDC, PRM and PTC Zoning Districts require special exception approval from the Board of Supervisors when not shown on an approved development plan; and

WHEREAS, it may be appropriate to modify the more extensive regulations for special exception applications for home child care facilities such that they are subject to the same standards and plan submission requirements as those home child care facilities requiring special permits; and

WHEREAS, it may be appropriate to reduce the filing fee for home child care facility special exception applications from \$1,100 to \$435, which is the current fee for home child care facility special permit applications; and

WHEREAS, it may be appropriate to modify the regulations for child care centers for occasional care to permit them as accessory uses within regional and super-regional shopping centers, irrespective of the zoning designation of the shopping center; and

WHEREAS, the public necessity, convenience, general welfare, and good zoning practice require consideration of the proposed revisions to Chapter 112 (Zoning Ordinance) of the County Code.

NOW THEREFORE BE IT RESOLVED, for the foregoing reasons and as further set forth in the Staff Report, the Board of Supervisors authorizes the advertisement of the proposed Zoning Ordinance amendment as recommended by staff.

A Copy Teste:

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Catherine A. Chianese  
Clerk to the Board of Supervisors



# STAFF REPORT

V I R G I N I A

## PROPOSED ZONING ORDINANCE AMENDMENT

Home Child Care Facilities and Child Care Centers for Occasional Care

### PUBLIC HEARING DATES

**Planning Commission**

January 8, 2014 at 8:15 p.m.

**Board of Supervisors**

February 11, 2014 at 4:00 p.m.

**PREPARED BY  
ZONING ADMINISTRATION DIVISION  
DEPARTMENT OF PLANNING AND ZONING  
703-324-1314**

December 3, 2013

CSB



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 amendment is on the 2013 Priority 1 Zoning Ordinance Amendment Work Program and is in response to the Board of Supervisors' (Board's) request for staff to consider ways to streamline the special exception application filing process for home child care facilities that are located in the PDH, PDC, PRM and PTC Districts, as well as reducing the special exception application filing fee for home child care facilities. This proposal would serve to bring the application process and cost for such special exception applications into alignment with the application process and cost for home child care facilities located in other zoning districts requiring special permit approval. These requested changes were prompted by the Board's recent approval of a Zoning Ordinance Amendment that raised the number of children permitted to be cared for in a home child care facility with special permit or special exception approval from 10 to a maximum of 12; that simplified the special permit application filing process and lowered the special permit filing fee for home child care facilities.

Staff is also including a proposed modification to the zoning regulations for child care centers for occasional care located in regional or super-regional shopping centers as part of this amendment. Currently this use is only permitted in the C-7 and C-9 zoning districts, which staff believes is overly restrictive and fails to meet the original intent of the Zoning Ordinance to allow these uses in shopping centers.

### **Current Zoning Ordinance Provisions for Home Child Care Facilities**

Currently, home child care providers who wish to care for more children or employ more non-resident assistants than is permitted by-right as an accessory use (see Attachment A for these provisions) must request approval for either a special permit or a special exception, depending on the zoning district. Providers residing in the conventional "R" residential districts and the PRC District can request additional children or assistants by applying for special permit approval from the Board of Zoning Appeals (BZA), and are subject to the application requirements and additional standards set forth in Sect. 8-305 of the Zoning Ordinance, which includes a filing fee of \$435 (see Attachment B for these provisions). Providers residing in the PDH, PDC, PRM, or PTC Districts, however, must obtain special exception approval from the Board, which is subject to more rigorous application requirements and an application fee of \$1,100. Whereas the special permit application process requires one public hearing before the BZA, the special exception application process requires two public hearings, one before the Planning Commission and another before the Board of Supervisors.

### **Background**

On June 18, 2013, the Board of Supervisors adopted the Home Child Care Facilities Zoning Ordinance Amendment to better align the Zoning Ordinance provisions with administrative changes that were made by the Virginia Department of Social Services in June of 2012. All requests for approval or renewal of state licenses for "Family Day Homes" (home child care facilities) now require sign-off by the local Zoning Administrator. The Board amended the Zoning Ordinance to increase the number of children from 10 to 12 that with zoning approval can be cared for in a home child care facility. This amendment aligns the Zoning Ordinance with the maximum number of children permitted with a state license. The recent amendment also reduced the special permit filing

fee and incorporated additional standards and increased flexibility for the BZA's review of special permit applications for home child care facilities.

At the time of the Board of Supervisors' adoption of these Zoning Ordinance changes, the Board directed staff to look for opportunities to streamline the application process for home child care facilities located within P Districts which are subject to special exception approval, and to report back with a status update after some applications subject to the new provisions had been processed.

On October 22, 2013, staff provided this update to the Board's Development Process Committee, which included the numbers of special permit and special exception applications for home child care facilities that had been approved, were in process, or had been submitted and were awaiting acceptance. Staff also reviewed the steps that had been taken to reach out to the home child care provider community since the time of the amendment, including holding a Town Hall Meeting on July 20, 2013, posting application assistance information on the home child care facilities webpage, and holding a series of zoning application workshops in several locations in the County where applicants could receive individualized application filing assistance and information. Staff also discussed the fee for special exception applications for home child care facilities and whether the fee should be lowered to \$435 from the current fee of \$1,100, to make the application fees more equitable for prospective home child care providers. The Board, in consultation with staff, concluded that the advertised range should be between \$435 and the current fee of \$1,100.

### **Proposed Amendment**

As previously noted, home child care facilities are permitted accessory uses subject to the use limitations contained in Par. 6 of Sect. 10-103 (see Attachment A) which include, among requirements, prohibition of signs, permitted employee hours, and that the facility must be the primary residence of the provider. Increases in the number of children and/or non-resident employees currently requires special permit approval in most districts, and all such special permit requests are subject to the additional standards contained in Sect. 8-305 of the Zoning Ordinance (See Attachment B). The Board of Supervisors, however, continues to review requests for home child care facilities above the by-right numbers in the PDH, PDC, PRM, and PTC Districts. In order to align more fully with the application and review requirements established for home child care facilities requiring special permit approval from the BZA, and in consideration of the Board's desire to streamline the application process for those facilities subject to Board approval, staff believes that it is appropriate to revise the use limitations in the PDH, PDC, PRM, and PTC districts to make the application requirements and additional standards set forth in Sect. 8-305 also applicable to special exception requests for home child care facilities, and that applicants for either home child care application type should be subject to the same filing fee of \$435. In order to give the Board flexibility, a range of \$435 to \$1,100 is included in the advertised amendment, and the Board could adopt any fee within that range and still be within the scope of advertisement.

### **Child Care Centers for Occasional Care**

Child care centers for occasional care were added to the Zoning Ordinance in 1992 in conjunction with the approval of Zoning Ordinance Amendment ZO-92-219. Child care centers for occasional care are defined, in pertinent part, as "*a structure, other than a dwelling or mobile home, where one*

*(1) or more children receive care, protection and supervision on an occasional basis unattended by parent or guardian. Such care per child shall not exceed four (4) hours in any twenty-four (24) hour day and shall be limited to a maximum of ten (10) days per month.”* Child care centers for occasional care are intended to provide care for children for occasional, brief periods when their parents or guardians are shopping or utilizing other services within a regional shopping center. The business model for a child care center for occasional care is distinctly different than for a child care center where children are brought for longer periods of time and on a regular basis. In 1992 when this use was added to the Zoning Ordinance, the major malls in the County were all zoned C-7, and the use was permitted by right in the C-7 and C-9 Districts provided that it was located in the main structure of a regional shopping center in the C-7 District and in the main structure of a super-regional shopping center in the C-9 District.

Regional shopping centers are defined, in pertinent part, as *“a group of commercial enterprises offering a range of commercial goods and services in an aggregate of 400,000 square feet or more of net floor area which (a) are designed as a single commercial group, whether or not located on the same lot; (b) are under one common ownership or management, or having one common arrangement for the maintenance of the grounds; (c) are connected by party walls, partitions, covered canopies or other structural members to form one continuous structure; (d) share a common parking area; and (e) otherwise present the appearance of one continuous commercial area.”* The distinction between a regional shopping center and a super-regional shopping center is size. A regional shopping center must serve an aggregate of at least 400,000 square feet of net floor area, and a super-regional shopping center must serve an aggregate area of at least 1,400,000 square feet of gross floor area. The regional shopping centers in Fairfax County include Tyson’s Corner Center, Tyson’s Galleria, Fair Oaks Mall, and Springfield Mall, and of these only Fair Oaks Mall is currently zoned C-7. There are no areas in the County zoned C-9.

Staff has recently had a request from a prospective occasional child care provider. It is staff’s opinion that a child care center for occasional care that is located entirely within a regional or super-regional shopping center and provides care for only those children whose parents or guardians are using other services within the shopping center should be permitted as an accessory use within any regional or super-regional shopping center. Staff believes that this was the intent of the 1992 amendment, but at that time none of the regional shopping centers were zoned to a P district, and staff did not include such use in the P districts. However, three of the four regional shopping centers in the County are now zoned PDC and staff believes that it would be appropriate to allow child care centers for occasional care in the main building of such centers in the P districts. As such, the proposed amendment would allow child care centers for occasional care as an accessory use in any regional or super-regional shopping center, provided that such use is located entirely within the main shopping center building.

### **Conclusion**

The proposed amendment more closely aligns the County’s regulations regarding applications for home child care facilities requesting numbers of children or assistants above the by-right numbers located within the P Districts (other than the PRC District) with the regulations regarding such requests located within all other zoning districts, including the submission requirements and standards of review, as well as the application filing fee. Although the submission requirements, application fee and standards would be the same, given the unique nature of P districts and the

potentially smaller lot sizes, the Board will continue to be able to review home child care facilities applications in the P Districts (other than the PRC District) through the special exception process, when such facility is not shown on an approved development plan. In addition, the proposed amendment would allow child care centers for occasional care to be located in regional or super-regional shopping centers as an accessory use. Therefore, staff recommends approval of the proposed amendment 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 December 3, 2013 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.*

1 **Amend Article 6, Planned Development District Regulations, PDH, PDC, PRM and PTC**  
2 **Districts, as follows:**

3  
4 - **Amend Sections 6-106, 6-206 and 6-406, Use Limitations, by revising Par. 3 of Sections**  
5 **6-106 and 6-206 and Par. 5 of Sect. 6-406 to read as follows:**

6  
7 3. or 5. When a use presented in Sect. 103 [203,403] above as a Group or Category use is  
8 being considered for approval on a final development plan, the standards set forth in  
9 Articles 8 or 9 shall be used as a guide.

10 When a use presented in Sect. 103 [203,403] above as a Group or Category use is  
11 being considered for approval as a special exception use, pursuant to Sect. 105  
12 [205,405] above, the use shall be subject to the provisions of Article 9 and the  
13 special permit standards of Article 8, if applicable. Provided that such use is in  
14 substantial conformance with the approved conceptual development plan and any  
15 imposed development conditions or proffered conditions and is not specifically  
16 precluded by the approved final development plan, no final development plan  
17 amendment shall be required.

18 In either of the above, all Category 3 medical care facility uses shall be subject to  
19 the review procedures presented in Part 3 of Article 9. In addition, a Group 3 home  
20 child care facility shall be subject to the plan submission requirements and additional  
21 standards set forth in Sect. 8-305.

22  
23 - **Amend Sect. 6-505, Use Limitations, by revising Par. 4 to read as follows:**

24  
25 4. When a use presented in Sect. 502 above as a Group or Category use is being considered  
26 for approval on a final development plan, the standards set forth in Articles 8 or 9 shall  
27 be used as a guide.

28 When a use presented in Sect. 502 above as a Group or Category use is being  
29 considered for approval as a special exception use, pursuant to Sect. 504 above, the use  
30 shall be subject to the provisions of Article 9 and the special permit standards of  
31 Article 8, if applicable, and the use limitations set forth in this Section. In the event a  
32 special exception or special permit standard conflicts with a use limitation of this  
33 Section, the use limitation of this Section shall apply. Provided that such use is in

1 substantial conformance with the approved conceptual development plan and any  
2 imposed development conditions or proffered conditions and is not specifically  
3 precluded by the approved final development plan, no final development plan  
4 amendment shall be required.

5 All uses permitted pursuant to the approval of a final development plan shall be in  
6 substantial conformance with the approved final development plan as provided for in  
7 Sect. 16-403.

8 In either of the above, all Category 3 medical care facility uses shall be subject to the  
9 review procedures presented in Part 3 of Article 9. In addition, a Group 3 home child  
10 care facility shall be subject to the plan submission requirements and additional  
11 standards set forth in Sect. 8-305.  
12  
13

14 **Amend Article 18, Administration, Amendments, Violations, and Penalties, Part 1,  
15 Administration, Sect. 18-106, Application and Zoning Compliance Letter Fees, by revising the  
16 Category 3 special exception application fee set forth in Par. 1 to read as follows:**  
17

18 All appeals and applications as provided for in this Ordinance and requests for zoning compliance  
19 letters shall be accompanied by a filing fee in the amount to be determined by the following  
20 paragraphs unless otherwise waived by the Board for good cause shown; except that no fee shall be  
21 required where the applicant is the County of Fairfax or any agency, authority, commission or other  
22 body specifically created by the County, State or Federal Government. All fees shall be made  
23 payable to the County of Fairfax. Receipts therefore shall be issued in duplicate, one (1) copy of  
24 which receipt shall be maintained on file with the Department of Planning and Zoning.  
25

26 1. Application for a variance, appeal, special permit or special exception:  
27

28 Category 3 special exception  
29

- 30 • Child care centers, nursery schools and private schools which have  
31 \$1100  
32 an enrollment of less than 100 students daily, churches, chapels,  
33 temples, synagogues and other such places of worship with a child  
34 care center, nursery school or private school which has an enrollment  
35 of less than 100 students daily and independent living facilities for  
36 low income tenants, whether a new application or an amendment to a  
37 previously approved and currently valid application, with or without  
38 new construction, ~~home child care facilities~~  
39
- 40 • Home child care facilities \$435  
41 *[The advertised fee range is \$435 to \$1,100]*  
42
- 43 • Churches, chapels, temples, synagogues and other such places \$11025  
44 of worship with a child care center, nursery school or private school  
45 which has an enrollment of 100 or more students daily  
46
- 47 • All other uses \$16375  
48

1  
2 **Amend Article 4, Commercial District Regulations, C-7 and C-9 Districts, as follows:**

- 3  
4 - **Amend Sections 4-702 and 4-902, Permitted Uses, by deleting Par. 5 of Sect. 4-702 and**  
5 **Par. 4 of Sect. 4-902, and renumbering the subsequent paragraphs accordingly.**

6  
7 ~~4. or 5. Child care centers for occasional care, limited by the provisions of Sect. 705 [905]~~  
8 ~~below.~~

- 9  
10 - **Amend Sect. 4-705, Use Limitations, by deleting Par. 9 and renumbering the subsequent**  
11 **paragraphs accordingly.**

12  
13 ~~9. Child care centers for occasional care shall be permitted by right only when such uses~~  
14 ~~are located within the main structure of a regional shopping center and shall be subject to~~  
15 ~~the applicable provisions of Chapter 30 of The Code and Title 63.2, Chapter 17 of the~~  
16 ~~Code of Virginia.~~

- 17  
18 - **Amend Sect. 4-905, Use Limitations, by deleting Par. 10 and renumbering the subsequent**  
19 **paragraphs accordingly.**

20  
21 ~~10. Child care centers for occasional care shall be permitted by right only when such uses~~  
22 ~~are located within the main structure of a super-regional shopping center and shall be~~  
23 ~~subject to the applicable provisions of Chapter 30 of The Code and Title 63.2, Chapter~~  
24 ~~17 of the Code of Virginia.~~

25  
26  
27 **Amend Article 10, Accessory Uses, Accessory Service Uses, and Home Occupations, Part 1,**  
28 **Accessory Uses and Structures, Sect. 10-102, Permitted Accessory Uses, by adding a new**  
29 **Par. 32 to read as follows:**

- 30  
31 32. Child care centers for occasional care, only when located within the main structure of a  
32 regional or super-regional shopping center, and subject to the applicable provisions of Chapter  
33 30 of the Code and Title 63.2, Chapter 17 of the Code of Virginia.

**HOME CHILD CARE FACILITIES  
ZONING ORDINANCE PROVISIONS**

**Article 10, Accessory Uses, Accessory Service Uses, and Home Occupations, Part 1, Accessory Uses and Structures, Sect. 10-103, Use Limitations:**

6. The following use limitations shall apply to home child care facilities:
- A. The maximum number of children permitted at any one time shall be as follows:
- (1) Seven (7) when such facility is located in a single family detached dwelling.
  - (2) Five (5) when such facility is located in a single family attached, multiple family or mobile home dwelling.

The maximum number of children specified above shall not include the provider's own children.

- B. A home child care facility shall be operated by the licensed or permitted home child care provider within the dwelling that is the primary residence of such provider, and except for emergency situations, such provider shall be on the premises while the home child care facility is in operation. Notwithstanding the above, a substitute care provider may operate a home child care facility in the absence of the provider for a maximum of 240 hours per calendar year.
- C. There shall be no exterior evidence, including signs, that the property is used in any way other than as a dwelling, except that play equipment and other accessory uses and structures permitted by this Part shall be allowed.
- D. In addition to the persons who use the dwelling as their primary residence, one (1) nonresident person, whether paid or not for their services, may be involved in the home child care use on the property, provided that there is only one (1) such person on the property at any one time and the hours of such attendance shall be limited to 7:00 AM to 6:00 PM, Monday through Friday.
- E. Notwithstanding the provisions of Par. B above, a child care provider may care for the maximum number of children permitted in Par. A above in a dwelling other than the provider's own, as long as the dwelling is the primary residence of at least one of the children being cared for by the provider. Such child care provider shall comprise the one nonresident person allowed under Par. D above.
- F. All such uses shall be subject to the regulations of Chapter 30 of The Code or Title 63.2, Chapter 17 of the Code of Virginia.
- G. An increase in the number of children permitted under Par. A above or the involvement of more than one nonresident person as permitted under Par. D above may be permitted in accordance with the provisions of Part 3 of Article 8.

**Article 8, Special Permits, Part 3, Group 3 Institutional Uses, Sect. 8-305, Additional Standards for Home Child Care Facilities**

1. The number of children that may be cared for in a home child care facility may exceed the number of children permitted under Par. 6A of Sect. 10-103, but in no event shall the maximum number of children permitted at any one time exceed twelve (12), excluding the provider's own children. The BZA may also allow more than one nonresident person to be involved with the use. Except as described above, home child care facilities shall also be subject to the use limitations of Par. 6 of Sect. 10-103.
2. The BZA shall review access to the site and all existing and/or proposed parking, including but not limited to the availability of on-street parking and/or alternative drop off and pick up areas located in proximity to the use, to determine if such parking is sufficient. The BZA may require the provision of additional off-street parking spaces based on the maximum number of vehicles expected to be on site at any one time and such parking shall be in addition to the requirement for the dwelling unit.
3. The provisions of Article 13 shall not apply to home child care facilities, however, the BZA may require the provision of landscaping and screening based on the specifics of each application.
4. Notwithstanding Par. 2 of Sect. 011 above, all applications shall be accompanied by ten (10) copies of a plan drawn to scale. The plan, which may be prepared by the applicant, shall contain the following information:
  - A. The dimensions, boundary lines and area of the lot or parcel.
  - B. The location, dimensions and height of any building, structure or addition, whether existing or proposed.
  - C. The distance from all property lines to the existing or proposed building, structure or addition, shown to the nearest foot.
  - D. The dimensions and size of all outdoor recreation space and the location of such space in relation to all lot lines.
5. All such uses shall be subject to the regulations of Chapter 30 of The Code or Title 63.2, Chapter 17 of the Code of Virginia.

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ADMINISTRATIVE - 3

Authorization to Advertise a Public Hearing to Consider Amending Fairfax County Code Section 82-5A and Appendix G (Residential Permit Parking Districts) Related to Administration and Eligibility

ISSUE:

Board authorization to advertise a public hearing to consider proposed amendments to Section 82-5A and Appendix G of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), related to residence eligibility, establishment of districts, permit and pass administration, visitor parking and editorial and organizational improvements.

RECOMMENDATION:

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

TIMING:

The Board should take action on December 3, 2013, to advertise a public hearing for January 14, 2014, at 4:00 p.m.

BACKGROUND:

Staff is recommending changes to the Residential Permit Parking District regulations to address issues that have been encountered when administering the program to include residence eligibility and permit and pass issuance. Specifically, staff recommends the following:

1. In Section 82-5A-4, change the term “eligible addresses” to “addresses in the petition area” to clarify that addresses which may not petition for a Residential Permit Parking District need not be counted when assessing support for the Residential Permit Parking District;
2. In Section 82-5A-4.1(b), further define eligibility of an address for permits and passes when it pertains to a corner lot that has an address outside of the district with the adjacent street being within the district;
3. In Section 82-5A-6, remove the requirement that notice be sent to the impact area, which is a term that is no longer defined within Section 82-5A;

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4. In Section 82-5A-10(b), amend the issuance of permits and passes from two years to one year;
5. In Section 82-5A-10(c), amend the phrase vehicle license to proof of filing a Fairfax County personal property tax return for the vehicle to be permitted for clarification, add a Deed and a Virginia Identification Card as additional proof of residency, remove utility bills as proof of residency, and amend the documents required for the issuance of a temporary permit;
6. In Section 82-5A-10(f) amend the reference to vehicle license to the filing of a Fairfax County personal property tax return for clarification;
7. In Section 82-5A-10(j), consolidate the repetitive language referring to the administration of nonresident owner (landlord) passes that exists across all districts in Appendix G to this section; and
8. In Section 82-5A-11, provide that visitor passes will be issued for up to one year, provide that visitor passes may be renewed with the proof of residency required by 82-5A-10(c) except that proof of filing a Fairfax County personal property tax return is not required, rename the long-term medical pass to special use pass, and limit visitor and special use passes to RPPD allowable vehicles as defined in Section 82-5A-2.

Staff is recommending changes to Appendix G to address updates that have been needed for some time. The majority of these are editorial and organizational in nature and include:

1. Collapsing short block segments into full length segments, amending district descriptions to account for redevelopment, street elimination or street renaming, and to improve district descriptions for increased clarity; and
2. Eliminating the repetitive language contained with 82-5A regarding visitor and nonresident owner passes and permit renewal procedures.

The proposed changes to the Fairfax County Code, Chapter 82, Article 5A and Appendix G are shown in Attachment I and Attachment II.

FISCAL IMPACT:

The recommended changes should have minimal fiscal impact.

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ENCLOSED DOCUMENTS:

Attachment I: Proposed Amendment to Fairfax County Code Section 82-5A.

Attachment II: Proposed Amendment Appendix G.

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Acting Director, Fairfax County Department of Transportation (FCDOT)

Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT

Maria Turner, Sr. Transportation Planner, FCDOT

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**ARTICLE 5A. Residential Permit Parking Districts.99**

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99. For authority of the County to adopt this Chapter, see Va. Code Ann., §§ 46.2-1220, 46.2-1222.

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**Section 82-5A-1. Purpose and intent.**

In order to reduce or prevent congestion and/or hazardous traffic conditions in residential areas, to protect those areas from polluted air, excessive noise, and other adverse environmental impacts of automobile commuting, to protect the residents of these areas from unreasonable burdens in gaining access to their property, to preserve the residential character of these areas and the property values therein, Residential Permit Parking Districts are created to impose on-street parking restrictions in certain designated areas of the County on public streets other than primary highways. (34-83-82; 3-85-82; 38-04-82; 6-06-82; 26-07-82.)

**Section 82-5A-2. Definitions.**

For the purposes of this Article, the following words and phrases shall have the meanings ascribed to them in this Section, except in those instances where the context clearly indicates a different meaning:

(a) *Block* shall mean that land abutting on two (2) sides of a street, extending to the rear lot lines of lots fronting on said street, Blocks shall start at an intersecting street and end at the next intersecting street; or the end of the street; or the boundary of any railroad right-of-way, park, school ground, or other significant division of a street as determined by the Fairfax County Department of Transportation.

(b) *Block face* shall mean the land abutting one side of a block.

(c) *Petition Area* means:

- (1) Addresses along the blocks in the proposed Residential Permit Parking District, and
- (2) Addresses which are on private streets within 100' of proposed Residential Permit Parking District roadways.

(d) *Petitioner* means the current owner, lessee, or designated representative of the residents within RPPD.

(e) *Proper display--Decal.* Residential Permit Parking decal shall be displayed in the lower left corner of the rear window of the vehicle issued to. The decal must be adhered to the window and may not be taped on to the window or displayed in any manner which may allow the transfer of the decal to another vehicle. If the vehicle does not have a rear window or is legally obscured (i.e. louvers), the decal may be displayed on the driver's side on the lower right corner of the window furthest to the rear of the vehicle. Any

alteration of the decal (i.e. district number changed and/or serial number changed) shall deem the permit invalid.

(f) *Proper display--Motorcycle sticker.* The Residential Permit Parking District motorcycle sticker shall be displayed beside the State inspection sticker and the County motorcycle license on the motorcycle front fork. Any alteration to the sticker (i.e. change to the district number and/or serial number) shall deem the permit invalid.

(g) *Proper display--Visitor/sixty-day new resident/nonresident owner pass/temporary RPPD pass.* The Residential Permit Parking District Visitor/60 Day New Resident/Nonresident Owner Pass/Temporary RPPD Pass shall be displayed on the vehicle dashboard so that the pass and all of the information displayed on the pass is entirely visible through the vehicle windshield. Any alterations to the pass including changes to the address the pass is issued to and/or to the district number shall deem the pass invalid. Any obscuring of information displayed on the pass (i.e. folding under the address issued to) shall also deem the pass invalid.

(h) *Residential area* shall mean that side of any street, road or highway adjacent to property: used exclusively as a residence; contained in any one of the residential (R) districts; or contained in the residential portion of any of the planned development (P) districts set forth in the Zoning Ordinance, Chapter 112 of this Code.

(i) *Temporary RPPD* shall mean any RPPD created by the Board of Supervisors to address a short-term situation or event, such as a construction project, that may cause significant, short-term parking problems in surrounding residential areas. (34-83-82; 3-85-82; 4-93-82; 31-00-82; 38-04-82; 6-06-82; 26-07-82.)

(j) *RPPD allowable vehicle* shall mean a motor vehicle having a Gross Vehicle Weight Rating (GVWR) of less than twelve thousand (12,000) pounds. This term shall not be deemed to include a COMMERCIAL VEHICLE as defined in 82-5-7 of this Code.

(k) *Virginia college or university campus* shall mean a permanent public higher education facility that occupies land owned by the Commonwealth of Virginia.

### **Section 82-5A-3. District designation.**

Residential Permit Parking Districts shall be as designated, on a block face-by-block face basis as set forth in Appendix G of this Code. (34-83-82; 3-85-82; 38-04-82; 6-06-82; 26-07-82.)

### **Section 82-5A-4. Criteria for the establishment or modification of Districts.**

(a) The Board of Supervisors may establish and expand a Residential Permit Parking District encompassing an area within 2,000 feet walking distance from the pedestrian entrances and/or within 1,000 feet from the property boundaries of an existing or proposed high school, existing or proposed rail station, or existing Virginia college or university campus if:

(1) The Board of Supervisors receives a petition requesting the establishment of such a District;

(2) Such petition contains signatures of petitioners representing at least 60 percent of the ~~eligible~~ addresses in the petition area of the proposed District and representing more than 50 percent of the ~~eligible~~ addresses in the petition area on each block face of the proposed District or, in the case of private-street townhouse and multi-family dwelling units, such petition contains signatures representing at least 60 percent of the ~~eligible~~ addresses in the petition area ~~as defined in Section 82-5A-4.1~~; and

(3) The Board of Supervisors determines that at least 75 percent of the land abutting each block within the proposed District is developed residential.

(b) In addition, in any residential area of the County, the Board of Supervisors, upon receipt of a petition of petitioners representing at least 60 percent of the ~~eligible~~ addresses in the petition area of a proposed District and representing more than 50 percent of the ~~eligible~~ addresses in the petition area on each block face of the proposed District, may establish a Residential Permit Parking District upon a determination that:

(1) The proposed District contains a minimum of 100 contiguous or nearly contiguous on-street parking spaces, 20 linear feet in length per space (not required for additions to existing Districts) ; and

(2) At least 75 percent of the land abutting each block within the proposed District is developed residential; and

(3) At least 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 survey taken during the hours of peak demand as determined on a District-by-District basis.

(c) The Board of Supervisors may waive the requirement for 100 contiguous or nearly contiguous on-street parking spaces as set forth above if the Board finds that the proposed District meets the purpose and intent of this Article.

(d) The residents of an area where Residential Permit Parking District restrictions have been removed by the Board of Supervisors in response to a petition by the residents of the area may not petition to reestablish Residential Permit Parking District restrictions in such area until two years have passed since the Board of Supervisors enacted the ordinance that removed the restrictions from the area.

(e) A temporary RPPD may be created by the Board of Supervisors when a residential area is experiencing and/or expects to experience significant parking problems due to a short-term situation, such as a construction project. Short-term situations shall, at a minimum, be of at least six months duration. Any request(s) for a temporary RPPD shall be in writing from all affected homeowners associations that represent the affected residential area or, in cases where there are no homeowners associations representing an area, a written request signed by residents of at least ten residences in the proposed area or 60% of the affected residents, whichever is less. (34-83-82; 3-85-82; 9-95-82; 31-00-82; 34-03-82; 38-04-82; 6-06-82; 26-07-82.)

(f) A University-Townhouse RPPD may be created by the Board of Supervisors for townhouse communities having a pedestrian or vehicular entrance(s) located within 2,000 feet walking distance from the pedestrian entrances of an existing Virginia college or university campus, to allow parking on streets functionally classified as a local street by the Virginia Department of Transportation (VDOT). The blocks of the local street qualifying for inclusion in a University-Townhouse RPPD must be located within 2,000 feet walking distance from the pedestrian entrance of the Virginia college or university campus, must be abutting or adjacent to the townhouse communities included in the University-Townhouse RPPD, must not be part of an existing RPPD, and block faces must not contain residential addresses. A University-Townhouse RPPD cannot be expanded or modified to include any other type of RPPD containing single-family dwelling units. Any request(s) for a University-Townhouse RPPD shall be in writing from all affected homeowners associations that represent the affected residential area or, in cases where there are no homeowners associations representing an area, a written request signed by 60% of the affected residents. Upon receiving a written request, the Fairfax County Department of Transportation and VDOT shall review the proposed request prior to processing for approval by the Board of Supervisors.

#### **Section 82-5A-4.1. Residence eligibility for District inclusion.**

In a new, existing, or temporary Residential Permit Parking District, residences are considered eligible for District inclusion if:

- (a) They have addresses on public streets within the District; or
- (b) They have addresses on a public street outside the District but their properties abut a street within the District; and they have contiguous front yards facing both the street inside the District and the adjacent street where their lot has its address; or
- (c) They have addresses on a private road and their residence is within 100 feet of a public road within the District and that public road, in the District, provides access to the private road. (17-85-82; 1-88-82; 31-00-82; 38-04-82; 6-06-82; 26-07-82.)

#### **Section 82-5A-5. Submission requirements.**

Every petition, as required by Section 82-5A-4 (a), shall be submitted to the Department of Transportation on forms provided by the County and shall include the following:

- (a) The legible name, address, and signature of the petitioners, one (1) signature per address.
- (b) The hours the restricted parking is requested to be in effect.
- (c) Unless otherwise waived or modified by the Board of Supervisors, the application fee for the establishment or expansion of a Residential Permit Parking District shall be

\$10.00 per petitioning address. Application fees shall be returned if the area fails to qualify for the establishment or expansion of a Residential Permit Parking District.

(d) Written requests for temporary RPPDs, as required by Section 82-5A-4(e), shall be submitted to the Board of Supervisors member(s) in whose district the proposed RPPD is located. No petition or application fees are required for the creation or modification of temporary RPPDs. (34-83-82; 3-85-82; 31-00-82; 34-03-82; 38-04-82; 6-06-82; 26-07-82.)

(e) Written requests for University-Townhouse RPPDs, as required by Section 82-5A-4(f), shall be submitted to the Board of Supervisors member(s) in whose district the proposed RPPD is located. No application fees are required for the creation of a University-Townhouse RPPD.

### **Section 82-5A-6. Procedures for the establishment of Districts.**

(a) Upon receipt of any petition or request for a temporary RPPD, the petition/request addresses shall be validated by the Department of Transportation using parcel ownership information. If it is determined that the petition/request does not meet the standards set forth in Section 82-5A-5 above, the application shall not be deemed to be accepted and shall be returned to the applicant.

(b) Upon validation of the petition/request addresses, staff shall review the application and conduct a parking survey if applicable, to determine if the provisions of Section 82-5A-4 (b) are met.

(c) All proposed applications, including temporary RPPDs, which are accepted shall be the subject of a public hearing before the Board of Supervisors in accordance with the provisions below:

(1) A public notice of the proposed ordinance shall be published in a local newspaper having general circulation within the County in accordance with Virginia Code § 15.2-1427.

(2) The County shall, simultaneously with the advertisement specified in Paragraph (1) above, post on the land involved in any application a notice of the public hearing. Said notice(s) should be removed no later than seven (7) days after the conclusion of the last hearing to which they pertain. Said notice shall be posted at reasonable intervals in the proposed District. Said notice shall contain the date, location and time of the public hearing, a description of the application, and such other information as may be necessary to provide adequate identification of the application, and additionally, where further information on the application may be obtained. With the permission of the owner, said notice may be placed on private property if such is necessary to provide adequate posting.

(3) The County shall send written notice to all residences within the proposed District ~~and in the impact area~~. Such written notices shall set forth the date, time, place and subject matter of the hearing. (34-83-82; 3-85-82; 9-95-82; 31-00-82; 38-04-82; 6-06-82; 26-07-82.)

### **Section 82-5A-7. Adoption and effective date.**

Upon approval by the Board of Supervisors of any Residential Permit Parking District, the District shall be deemed to be adopted and shall become effective in accordance with the following provisions:

(a) A permit shall be requested from the Virginia Department of Transportation to allow the placement of signs designating the restriction of parking on certain streets within the Virginia Secondary System of State Highways.

(b) Upon receipt of an approved permit, staff shall send notification to each address within the approved District. Such notification shall include:

- (1) Notice that approval for the District has been given;
- (2) The date upon which the District will be effective;
- (3) The specific rules and regulations for the approved District, to include the hours when parking will be restricted;
- (4) The procedures for obtaining parking permits/passes and the location of the County office where the permits may be obtained. (34-83-82; 3-85-82; 31-00-82; 38-04-82; 6-06-82; 26-07-82.)

### **Section 82-5A-8. Signs.**

All signs to designate a Residential Permit Parking District shall be erected by the County and shall be in conformance with the applicable Virginia Department of Transportation regulations and shall be of such design and character as to readily inform the operators of vehicles in Residential Permit Parking Districts of the existence, nature and requirements of the regulations pertaining to the particular District. All signs shall include at least the following information, from top to bottom of the sign, in the order listed below:

- (a) Restriction or prohibition;
- (b) Time of day the restriction or prohibition is applicable, if not at all hours;
- (c) The days of the week applicable, if not every day;
- (d) Indication that permit/pass holders are exempt;
- (e) The number of the Residential Parking District. (34-83-82; 3-85-82; 38-04-82; 6-06-82; 26-07-82.)

### **Section 82-5A-9. Parking restrictions.**

On-street parking during specified hours in any Residential Permit Parking District shall be permitted only upon display of a valid parking permit or pass on an RPPD allowable vehicle as defined in Section 82-5A-2; provided, however, that the parking limitations of this Article shall not apply to vehicles owned or leased by a public agency, or marked service or delivery vehicles which are being used to provide services or make deliveries to dwellings within the designated District.

In Residential Permit Parking Districts, the hours during which the regulations of this Article shall apply shall be as designated by the Board of Supervisors in adopting the District. (34-83-82; 3-85-82; 1-88-82; 31-00-82; 38-04-82; 6-06-82; 26-07-82.)

### **Section 82-5A-10. Administration.**

The provision of this Article shall be administered by the Department of Transportation with all permits only available to an RPPD allowable vehicle as defined in Section 82-5A-2 for an address location within the Residential Permit Parking District.

(a) Permits/passes to allow parking during restricted hours of a Residential Permit Parking District shall be issued only in accordance with the provisions of Paragraph (b) below.

(b) Permits, in the form of decals, will be available from the Department of Transportation. Decals shall be issued for a period of up to ~~two years~~ one year, one per vehicle with the expiration date as set forth on the decal. Decals may be renewed for additional ~~two-year periods~~ one year periods in the manner prescribed herein.

(c) Temporary RPPD passes shall be issued to the affected residents in the temporary RPPD and shall be valid for a period of two years or until the construction project or other situation that caused the establishment of the temporary RPPD has ended, whichever occurs first. Passes may be renewed if the construction project or other situation that caused the establishment of the temporary RPPD is still in effect.

Permits/passes shall be applied for in person, by mail, or by electronic means in accordance with procedures established by the Department of Transportation, and shall be accompanied by proof of ~~payment of filing a Fairfax County vehicle license personal property tax return for the vehicle to be permitted~~ to validate the applicant's residency in the District and proof of vehicle ownership or use of a vehicle for which the permit is requested. Applicants that are exempted from the requirement of filing a Fairfax County vehicle license personal property tax return must submit the state vehicle registration and two (2) proofs of residency that show current residence in the district. Acceptable proofs shall consist of the following:

- (1) Virginia driver's license or Virginia Identification (ID) Card.
- (2) Vehicle or personal property insurance policy.
- (3) Proof of payment of a security deposit or paid rent receipt.

- (4) Lease, deed, or mortgage documents.
- (5) Virginia voter registration.
- ~~(6) Utility bill.~~

A new resident of a District need show only a lease, deed, or mortgage document, current driver's license, ~~one of the proofs of residency identified in subsection (c) of this Section and any~~ and current vehicle registration to be issued one ~~60-day~~ nonrenewable new resident pass valid for a period of up to 60 days. Before expiration of same, the new resident shall comply with the provisions above in order to obtain a parking permit.

Any person on active duty in the military service, absent from his state of residence or domicile solely by reason of compliance with military orders, may prove vehicle ownership by showing a current military identification and a current vehicle registration.

Applications for renewal of permits/passes shall be processed in the same manner as an original permit application, except that an applicant who has proof of filing a Fairfax County vehicle license personal property tax return for the vehicle to be permitted which shows that such applicant continues to be a resident at the same address of the Residential Permit Parking District, may renew his or her permit/pass in accordance with the renewal procedures established by the Department of Transportation.

If a current District resident purchases a vehicle, they will obtain a 60-day non-renewable pass to use until the temporary plates are replaced with permanent plates when presenting the temporary registration.

(d) Decals shall be displayed in the lower left corner of the vehicle's rear window in such a way as to be clearly visible (see Section 82-5A-2 (d) for proper display provisions). Passes shall be displayed in such a way as to be entirely visible through the vehicle windshield (see Section 82-5A-2 (f) for proper display provisions).

(e) Individual district permits/passes shall be identified by a different number. A valid permit/pass for one Residential Permit Parking District shall not entitle the permit/pass holder to park in any other such District.

(f) An individual who continues to reside at the same address of the Residential Permit Parking District, upon disposing of a vehicle with a permit decal, may obtain a new decal for a replacement vehicle upon presentation of a Virginia vehicle registration ~~or~~ and proof of filing a Fairfax County vehicle license personal property tax return for the replacement vehicle.

(g) Decals and passes shall be removed from the vehicle upon moving from the District.

(h) Decals and passes shall remain the property of Fairfax County and may be revoked without notice and must be surrendered on demand by the County.

(i) Temporary RPPDs will be terminated by the Department of Transportation when the end of the construction project or other situation that caused the establishment of the

temporary RPPD has ended. The Department of Transportation will notify the residents, by mail, of the termination of the temporary RPPD. (34-83-82; 3-85-82; 30-90-82; 30-95-82; 31-00-82; 38-04-82; 6-06-82; 08-06-82; 26-07-82.)

(j) Owners of property in a District who are not bona fide residents of said District may obtain a temporary nonresident owner pass for periods not to exceed two (2) weeks following validation of ownership by the Department of Transportation using parcel ownership information.

### **Section 82-5A-11. Visitor parking.**

(a) A One (1) transferable visitor parking pass per eligible address shall be issued in the name of a bona fide resident of any such address for up to one year upon request. ~~in accordance with the provisions designated by the Board of Supervisors in adopting the District.~~ Residents who continue to reside at the same address ~~and do not have a valid Fairfax County vehicle license~~ may renew their visitor parking pass at the time of pass expiration, provided the resident submits proof of residence as prescribed in Section 82-5A-10(b), except that proof of filing a Fairfax County personal property tax return shall not be required, ~~in accordance with the renewal procedures established by the Department of Transportation.~~

(b) Visitor passes shall not be issued to multifamily or townhouse addresses which have off-street parking lots provided.

(c) ~~One additional visitor~~ special use pass may be issued for a long-term medical condition that requires the frequent services of a health care provider in a residence within a Residential Permit Parking District. In order to qualify, the resident must provide a statement from a physician stating the need for a long-term health care provider, the frequency the health care provider needs to go to the residence, and the duration of the need for the health care provider visits.

(d) A visitor pass or special use pass may only be used on an RPPD allowable vehicle as defined in Section 82-5A-2.

(34-83-82; 3-85-82; 17-85-82; 30-95-82; 31-00-82; 38-04-82; 6-06-82; 08-06-82; 26-07-82.)

### **Section 82-5A-12. Enforcement and penalties.**

(a) It shall be unlawful for any person to park a motor vehicle in violation of the provisions of this Article.

(b) It shall be unlawful for any person to represent that they are entitled to a parking permit/pass when they are not so entitled, to fail to destroy a permit/pass to which they are no longer entitled, or to park a vehicle displaying such a permit /pass at any time when the user of such permit/pass is not entitled to it.

(c) It shall be unlawful for any person to represent that they are entitled to a pass when they are not so entitled or to park a vehicle displaying such a pass at any time when the user of such a pass is not entitled to it.

(d) It shall be unlawful for any person entitled to a visitor pass to allow said pass to be used by anyone other than a person visiting a residence in the specified Residential Permit Parking District.

(e) It shall be unlawful to improperly display Residential Permit Parking Decals/Passes pursuant to Section 82-5A-2 (d), (e) and (f). Failure to properly display decals/passes shall be punishable by a fine of Seventy-Five Dollars (\$75.00) for each violation.

(f) Enforcement of Residential Permit Parking District regulations shall be under the jurisdiction of the Fairfax County Police Department, who shall issue citations against those persons who violate the provisions of this Article or the provisions of Appendix G.

(g) Violation of Paragraphs (b), (c) or (d) of this Section shall be subject to a fine of One Hundred Dollars (\$100.00) for each violation. Violation of any other provisions of this Article shall be punishable by a fine of Seventy-Five Dollars (\$75.00) for each violation. Vehicles parked in violation of these provisions may be towed at the owner's expense.

(h) The Director, Department of Tax Administration, shall collect and account for all uncontested payments of parking citations penalties under this Article; and any contest by any person of any parking citation shall be certified by said Director in writing, on an appropriate form, to the Fairfax County General District Court.

(i) The Director, Department of Tax Administration, shall enforce payment of delinquent parking citations.

(j) The Fairfax County Police Department may waive the enforcement of Residential Permit Parking District for the purpose of providing parking for special events. Generally, this waiver shall be valid for one (1) day only. In addition, the Police Department and the Department of Transportation shall maintain temporary vehicle exemption passes as an alternative to the enforcement waiver. Temporary vehicle exemption passes are intended to enable discretionary authority on behalf of the Police Department and the Department of Transportation to allow vehicles to park within restricted areas on a temporary basis when justified by unique circumstances. (34-83-82; 3-85-82; 1-88-82; 31-00-82; 5-03-82; 34-03-82; 6-06-82; 26-07-82.)

## APPENDIX G. - Residential Permit Parking Districts.

The following district ordinances have been adopted by the Board of Supervisors pursuant to Article 5A of Chapter 82:

### G-1. - Huntington Residential Permit Parking Districts.

- (a) *Purpose and Intent.* The Huntington Residential Permit Parking Districts are established to protect the residential area in proximity to the Huntington Metrorail Station from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
- (1) The Huntington Residential Permit Parking Districts are designated as Residential Permit Parking Districts 1A, ~~1B and 1C~~ 1B, 1C, 1D and 1E for the purposes of signing and vehicle decal identification.
  - (2) The blocks included in the Huntington Residential Permit Parking Districts are shown on the Official Residential Permit Parking District Map and are as described below:

*District 1A:*

*Arlington Terrace:*

~~From Liberty Drive west to end~~

~~From Liberty Drive to Mt. Vernon Drive~~

~~From Mt. Vernon Drive east to end~~

From the end west to the end east.

*Biscayne Drive:*

~~From Huntington Avenue to Glendale Terrace~~

~~From Glendale Terrace to Fairview Terrace~~

~~From Fairview Terrace to Riverview Terrace~~

~~From Riverview Terrace south to end~~

From Huntington Avenue to the end, excluding addresses not within a residential area.

*Blaine Drive:*

~~From Huntington Avenue to Glendale Terrace~~

~~From Glendale Terrace to Fairview Terrace~~

~~From Fairview Terrace to Riverview Terrace~~

~~From Riverview Terrace south to end~~

From Huntington Avenue to the end, excluding addresses not within a residential area.

*Fairview Terrace:*

From Biscayne Drive to Blaine Drive

*Farrington Avenue:*

~~From Huntington Avenue to Victory Drive~~

~~From Victory Drive to Liberty Drive~~

~~From Liberty Drive to Mt. Vernon Drive~~

~~From Mt. Vernon Drive east to end~~

From Huntington Avenue east to end

*Fenwick Drive:*

~~From Huntington Avenue north to end~~

From Huntington Avenue to Fairfax Terrace

*Fifer Drive:*

From Huntington Avenue south to end

*Glendale Terrace:*

From Biscayne Drive to Blaine Drive, excluding addresses not within a residential area

*Liberty Drive:*

From Farrington Avenue to Arlington Terrace

*Mount Vernon Drive:*

From Huntington Avenue south to end

~~From Huntington Avenue to Farrington Avenue~~

~~From Farrington Avenue to Arlington Terrace~~

~~From Arlington Terrace north to end~~

From Huntington Avenue north to the northern boundaries of 2100 and 2042 Arlington Terrace

*Riverview Terrace:*

From Biscayne Drive to Blaine Drive

*Victory Drive:*

From Farrington Avenue west to end

*District 1B:*

Alblemarle Drive:

From Edgehill Drive to Monticello Road

*Edgehill Court:*

~~From Edgehill Drive south to end~~

From Edgehill Drive to the southern boundary of 5929 and 5932 Edgehill Court

*Edgehill Drive:*

~~From Jefferson Drive to Farmington Drive~~

~~From Farmington Drive to Fort Drive~~

~~From Fort Drive to Albemarle Drive~~

~~From Albemarle Drive to Edgehill Court~~

~~From Edgehill Court to Fairhaven Avenue~~

~~From Fairhaven Avenue to Monticello Road~~

From Jefferson Drive to Monticello Road

*Fairhaven Avenue (Route 1604):*

From North Kings Highway to Edgehill Drive, east side only;

From North Kings Highway to the western boundary of 2807 Fairhaven Avenue, and from the southern boundary of 2851 Fairhaven Avenue to Edgehill Drive; west side only.

*Farmington Drive (Route 1616):*

~~Farmington Road to include 2916 Farmington Drive, south side only~~

~~From 2912 Farmington Drive to Edgehill Drive~~

~~From Edgehill Drive to Farnsworth Drive~~

~~From Farnsworth Drive to Monticello Road~~

From Edgehill Drive to the northern intersection with Monticello Road the western boundary of 5824 Monticello Road on the north side and the southern intersection with Monticello Road on the south side

*Farnsworth Drive:*

From Farmington Drive to Monticello Road

*Fort Drive:*

~~From Edgehill Drive to Monticello Drive~~

~~From Monticello Road to Williamsburg Drive~~

From Edgehill Drive to Williamsburg Drive Road

From Williamsburg Drive Road to North Kings Highway, south side only

*James Drive:*

From Timothy Place to North Kings Highway

*Jefferson Drive (Route 1617):*

From Edgehill Drive to Monticello Road

*Kathryn Street:*

From Huntington Avenue to North Kings Highway

*Monticello Road (Route 1612):*

~~From Farmington Drive to Farnsworth Drive~~

~~From Farnsworth Drive to Fort Drive~~

~~From Fort Drive to Ablemarle Drive~~

~~From Ablemarle Drive to Edgehill Drive~~

~~From Edgehill Drive to Fairhaven Avenue~~

From Farmington Drive to Fairhaven Avenue

*Timothy Place:*

~~From North Kings Highway to Lenore Lane~~

~~From Lenore Lane to James Drive~~

From North Kings Highway to James Drive

*Williamsburg Road:*

From Fort Drive to Fairhaven Avenue

*District 1C:*

*Bangor Drive:*

~~From Fort Drive to Byrd Lane~~

~~From Byrd Lane to Massey Court~~

~~From Massey Court to Fairhaven Avenue~~

~~From Fairhaven Avenue to Belleview Avenue~~

~~From Belleview Avenue to Jamaica Drive~~

From Fort Drive to Jamaica Drive

*Belleview Avenue:*

From Bangor Drive to Richmond Highway

*Byrd ~~Drive~~Lane:*

From Bangor Drive to Rixey Drive

*Fairhaven Avenue:*

~~From North Kings Highway to Bangor Drive~~

~~From Bangor Drive to Rixey Drive~~

From North Kings Highway to Rixey Drive

*Fort Drive:*

~~From North Kings Highway to Bangor Drive, south side only~~

~~From Bangor Drive to Rixey Drive, south side only~~

~~From Rixey Drive to Park Place~~

~~From Park Place to Rixey Drive~~

From North Kings Highway to 2421 Fort Drive, south side only

From northern to southern intersections with Rixey Drive

*Jamaica Drive:*

~~From North Kings Highway to Bangor Drive, north side only~~

~~From Bangor Drive to South Court~~

~~From South Court to Richmond Highway, north side only~~

From North Kings Highway to Belleview Avenue, north side only

From Bangor Drive to the western boundary of 6200 Richmond Highway, south side only

*Massey Court:*

From Bangor Drive east to end

*Park Place:*

From Fort Drive south to end

*Rixey Drive:*

~~From Fort Drive to Byrd Lane~~

~~From Byrd Lane to Fort Drive~~

~~From Fort Drive to Fairhaven Avenue~~

The entire length

*District 1D:*

*Farmington Drive (Route 1616):*

~~From North Kings Highway to Monticello Road~~

From North Kings Highway to the northern and southern intersections with Monticello Road

*Jefferson Drive (Route 1617):*

From North Kings Highway to Monticello Road

*Monticello Road (Route 1612):*

From Farmington Drive to Jefferson Drive

*District 1E:*

*Fairhaven Avenue (Route 1604) west side only:*

From the western boundary of 2807 Fairhaven Avenue to the southern boundary of 2851 Fairhaven Avenue

(c) *District Provisions.*

- (1) These Districts are established in accordance with and are subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all the above-described street blocks, both sides (except as noted), within the Huntington Residential Permit Parking District Districts from 6:00 a.m. to 8:00 p.m., Monday through Friday, except, as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Huntington District shall expire on June 30, 1985. Thereafter, all permits and visitor passes may be renewed for periods of one (1) year in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

(d) *Signs.* Signs delineating the Huntington Residential Permit Parking Districts shall indicated the following:

NO PARKING  
6:00 A.M.—8:00 P.M.  
Mon.—Fri.  
Except by Permit  
District 1A, ~~B or C~~ 1B, 1C, 1D or 1E

(35-83-82; 37-83-G; 4-85-G; 31-95-G; 32-95-G-1; 39-09-G-1B; 40-09-G-1E.)

**G-2. - West Falls Church Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The West Falls Church Residential Permit Parking District is designated as Residential Permit Parking District 2 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the West Falls Church Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Birch Street:*

From Grove Avenue to Falls Church Corporate Limits

~~*Hickory Street:*~~

~~From Grove Avenue to end~~

*Highland Avenue:*

~~From Haycock Road to Mt. Daniel Drive~~

~~From Mt. Daniel Drive to Willow Street~~

~~From Willow Street to Sycamore Street~~

~~From Sycamore Street to Falls Church Corporate Limits~~

From Haycock Road to Falls Church Corporate Limits

*Grove Avenue:*

~~From Haycock Road to Hickory Street~~

~~From Hickory Street to Birch Street~~

~~From Birch Street to Falls Church Corporate Limits~~

From Haycock Road to Falls Church Corporate Limits

*Mt. Daniel Drive:*

From Grove Avenue to Highland Avenue

*Sycamore Street:*

From Highland Avenue to Falls Church Corporate Limits

*Westwood Place:*

From Haycock Road to end

*Willow Street:*

From Highland Avenue to end

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the above-described street blocks, both sides, within the West Falls Church Residential Permit Parking District from 9:00 a.m. to 5:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82. ~~The Fairfax County Police Department may waive the enforcement of a Residential Permit Parking District for the~~

~~purpose of providing parking for special events. Generally, this waiver shall be valid for one (1) day only.~~

~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bond fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~

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

~~(5)(3) All permits and visitor passes for the West Falls Church District shall expire on June 30, 1987. Thereafter, all permits and visitors passes may be renewed for periods of one (1) year, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.~~

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

NO PARKING  
9:00 A.M.—5:00 P.M.  
Mon.—Fri.  
Except by Permit  
District 2

(19-86-G-2; 21-86-G-2.)

### **G-3. - Dunn Loring Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Dunn Loring Residential Permit Parking District is designated as Residential Permit Parking District 3 for the purposes of signing and vehicle decal identification.

(2) Blocks included in the Dunn Loring Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Belleforest Drive:*

~~From Gallows Road to end.~~

*Bucknell Drive (Route 2415):*

~~From Cottage Street (east intersection) to Carnegie Drive.~~

~~From Carnegie Drive to Cottage Street.~~

The entire length

*Carnegie Drive (Route 2408):*

~~From Bucknell Drive to Citadel Place.~~

~~From Citadel Place to Skidmore Circle~~

~~From Skidmore Circle to Wesleyan Street.~~

From Bucknell Drive to Wesleyan Street and Bowdoin Circle-

*Citadel Place (Route 2409):*

~~From Carnegie Drive to the west end.~~

~~From Carnegie Drive to the east end.~~

From the end east to the end west.

*Cottage Street:*

~~From Bucknell Drive to Marymount Lane.~~

~~From Marymount Lane to Bucknell Drive (eastern intersection).~~

~~From Bucknell Drive (eastern intersection) to Gallows Road.~~

~~From Gallows Road to Sandburg Street.~~

From Gallows Road to the western intersection with Bucknell Drive

From Gallows Road to Sandburg Street, south side only, and to the eastern boundary of 8118 Cottage Street, north side only

*Marymount Lane (Route 2490):*

From Cottage Street to Villanova Drive

~~*Sandburg Street:*~~

~~From Belleforest Drive to end.~~

*Skidmore Circle (Route 2410):*

From Carnegie Drive to the end

*Stenhouse Place:*

From Gallows Road to end.

*Walters Glen Way (Route 10548):*

From Cottage Street to the cul-de-sac inclusive.

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the above-described street blocks, both sides (except as noted), within the Dunn Loring Residential Permit Parking District from 6:30 a.m. to 7:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~

~~(5)~~(3) All permits and visitor passes for the Dunn Loring District shall expire on June 30, 1987. Thereafter, all permits and visitors passes may be renewed ~~for periods of one (1) year.~~ in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Dunn Loring Residential Permit Parking District shall indicate the following:

NO PARKING  
6:30 A.M.—7:00 P.M.  
Mon.—Fri.  
Except by Permit  
District 3

(3-86-G-3; 20-86-G-3; 5-87-G-3; 25-02-G-3; 1-03-G-3; 20-12-G-3; 36-12-G-3.)

#### **G-4. - Vienna Residential Permit Parking District.**

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

- (b) *District Designation.*

- (1) The Vienna Residential Permit Parking District is designated as Residential Permit Parking District 4 for the purpose of signing and vehicle decal identification.
- (2) Blocks included in the Vienna Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Vaden Drive:*

~~From Country Creek Road to end~~

From Country Creek Road and Virginia Center Boulevard to the north end

Note: If and when this road is extended to become a through facility, it may no longer meet the criteria for inclusion in an Residential Permit Parking District.)

*Circle Woods Drive:*

From Lee Highway to end

(Note: If and when this road is extended to become a through facility, it may no longer meet the criteria for inclusion in an Residential Permit Parking District.)

*Bel Glade Street:*

~~From Blake Lane to Sayre Road~~

~~From Sayre Road to end~~

From Blake Lane to the end

*James Street:*

~~From Five Oaks Road to end~~

The entire length

*Sayre Road:*

From Five Oaks Road to Bel Glade Street

*Five Oaks Road:*

~~From Blake Lane to James Street~~

~~From James Street to Sayre Road~~

~~From Sayre Road to end~~

From Blake Lane to Saintsbury Drive

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the above-described street blocks, both sides, within the Vienna Residential Permit Parking District from 6:30 a.m. to 7:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Vienna District shall expire on June 30, 1987. Thereafter, all permits and visitors passes may be renewed for periods of one (1) year in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
6:30 A.M.—7:00 P.M.  
Mon.—Fri.  
Except by Permit  
District 4

(3-86-G-4; 1-87-G-4; 35-88-G-4.)

**G-5. - Lake Braddock Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Lake Braddock Residential Permit Parking District is established to protect the residential area in proximity to the Lake Braddock High School from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
  - (1) The Lake Braddock Residential Permit Parking District is designated as Residential Permit Parking District 5 for the purpose of signing and vehicle decal identification.
  - (2) Blocks included in the Lake Braddock Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Raintree Road:*

From Lake Braddock Drive to end

*Westcliff Court:*

From Raintree Road to end

*Burley Court:*

From Raintree Road to end

*Saddlebrook Court:*

From Raintree Road to end

*Renoir Port Lane:*

From Lake Braddock Drive to end

*Amber Court:*

From Winbourne Road to end

*Cotherstone Court (Route 5110):*

From Lake Braddock Drive to the end

*Lake Braddock Drive (Route 3647):*

~~From Old Burke Lake Road to Renoir Port Lane~~

From Old Burke Lake Road to Queen Victoria Court

~~*Lake Braddock Drive (Route 3647):*~~

~~From Renoir Port Lane to Queen Victoria Court~~

*Tilia Court (Route 6449):*

The entire length.

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the above-described street blocks, both sides, within the Lake Braddock Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Lake Braddock District shall expire on June 30, 1987. Thereafter, all permits and visitor passes may be renewed for periods of one year, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Lake Braddock Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 A.M.—3:30 P.M.  
School Days  
Except by Permit  
District 5

(39-86-G-5; 32-87-G-5; 6-88-G-5; 6-26-00; 29-00-G-5; 41-02-G-5; 25-06-G.)

### **G-6. - South Lakes Residential Permit Parking District.**

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

- (b) *District Designation.*

- (1) The South Lakes Residential Permit Parking District is designated as Residential Permit Parking District 6 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the South Lakes Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Tanbark Drive:*

From South Lakes Drive (west intersection) to South Lakes Drive (east intersection)

*Wakerobin Lane:*

From Tanbark Drive to end

- (c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides, within the South Lakes Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the South Lakes District shall expire on June 30, 1988. Thereafter, all permits and visitors passes may be renewed for periods of one (1) year. in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the South Lakes Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days

Except by Permit  
District 6

(8-87-G-6.)

**G-7. - West Springfield Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The West Springfield Residential Permit Parking District is designated as Residential Permit Parking District 7 for the purposes of signing and vehicle decal identification.

(2) Blocks included in the West Springfield Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Beatrice Court:*

From Center Road to the end

*Cardinal Brook Court (Route 7727):*

From Center Road to the end

*Center Road (Route 777):*

From James Creek Drive to Beatrice Court, west side only

*Glen Oaks Court:*

~~From Center Drive to end~~

From Center Road to end

*Grisby Drive:*

From Rolling Road to Roxbury Avenue

*James Creek Drive:*

From Center Road to the end

*Oakford Drive (Route 4180):*

~~From Forrester Boulevard to Roxbury Avenue~~

~~From Roxbury Avenue to Filbert Court~~

From Forrester Boulevard to Filbert Court

*Roxbury Avenue:*

From Oakford Drive to Fenwood Drive

*Sherborn Lane:*

From Forrester Boulevard to Dominican Drive

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the West Springfield Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for one year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the West Springfield District shall expire on June 30, 1988. Thereafter, all permits and visitor passes may be renewed for periods of one year, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 7

(4-88-G-7; 36-89-82; 45-99-G-7; 11-02-G-7; 37-02-G-7; 44-03-G-7.)

**G-8. - Robinwood Lane Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Robinwood Lane Residential Permit Parking District is designated as Residential Permit Parking District 8 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Robinwood Lane Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Robinwood Lane:*

From Spring Lane to the Fairfax County line

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides, within the Robinwood Lane Residential Permit Parking District from 6:30 a.m. to 7:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.

- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Robinwood Lane District shall expire on June 30, 1988. Thereafter, permits and all visitor passes may be renewed ~~for periods of one (1) year.~~ in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Robinwood Lane Residential Permit Parking District shall indicate the following:

NO PARKING  
6:30 a.m.—7:00 p.m.  
Mon.—Fri.  
Except by Permit  
District 8

(31-87-G-8.)

**G-9. - Culmore Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Culmore Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of this area from unreasonable burdens in gaining access to their property, and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
  - (1) The Culmore Residential Permit Parking District is designated as Residential Permit Parking District 9 for the purpose of signing and vehicle decal identification.
  - (2) Blocks included in the Culmore Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Courtland Drive (Route 2943):*

From Washington Drive to the southern boundary of 61-2((17)) (E) parcel 29 and the southern boundary of 61-2((17)) (A) parcel 27

*Fairview Place (Route 982):*

From Glen Carlyn Road to the end

*Freedom Place (Route 2940):*

From Vista Drive to Knollwood Drive

*Glen Carlyn Drive:*

West side only, from Knollwood Drive to Vista Drive

*Glenmore Drive (Route 980):*

From Vista Drive to Knollwood Drive

West side, from Vista Drive to the property line of the Presbyterian Church

*Gordon Street (Route 901):*

~~From Lake Street to Columbia Pike~~

~~From Lake Street (Route 773) to end~~

From Columbia Pike to the end

*Haven Place:*

From Knollwood Drive to Vista Drive

*Lake Street (Route 773):*

~~From Tyler Street (Route 795) to Gordon Street (Route 901)~~

~~From Gordon Street (Route 901) to Blair Road (Route 902)~~

From Blair Road to Tyler Street

*Leesburg Pike Service Drive (Route 985) north side:*

~~From Glen Carlyn Road to the end~~

From Glen Carlyn Road to the western boundary of 6064 Leesburg Pike

*Magnolia Avenue (Route 3024):*

East side, from the southern property boundary of 3321 Magnolia Avenue to Red Pine Street

*Maple Court (Route 1026):*

From Washington Drive to Columbia Pike

*Nevius Street (Route 1888):*

From Vista Drive to Leesburg Pike

*Red Pine Street (Route 3016):*

South side, from Magnolia Avenue to Longbranch Drive.

*Vista Drive (Route 942):*

~~From Glenmore Drive to Freedom Place~~

~~From Freedom Place to Glen Carlyn Drive~~

~~From Glenmore Drive to Nevius Street~~

From Glen Carlyn Drive to Nevius Street

*Washington Drive (Route 794)*

From Tyler Street to the northern boundaries of 3407 and 3408 Washington Drive

(c) *District Provisions.*

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

~~(2) Parking is prohibited on both sides of the described street blocks except for Glen Carlyn and Glenmore Drive, where parking prohibitions apply to the west side only. Within the Culmore Residential Permit Parking District, parking is prohibited at all times except as permitted by the provisions of Article 5A of Chapter 82~~

(2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Culmore Residential Permit Parking District at all times, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for one (1) year from the month issued.~~

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

~~(5)~~(3) All permits and visitor passes for the Culmore District shall expire on June 30, 1989. Thereafter, all permits and visitor passes may be renewed for periods of one (1) year, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
At Any Time  
Except by Permit  
District 9

(14-88-G-9; 33-90-G-9; 30-98-G-9; 10-99-G-9; 26-99-G-9; 42-99-G-9; 48-99-G-9; 44-00-G-9; 24-03-G-9; 08-09-G-9; 10-12-G-9; 35-12-G-9.)

## **G-10. - Reserved. (Repealed by 40-04-G-10)**

## **G-11. - Madison Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Madison Residential Permit Parking District is designated as Residential Permit Parking District 11 for the purposes of signing and vehicle decal identification.

(2) Blocks included in the Madison Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Sunrise Road:*

From Rambling Road to Madison High School

*Rambling Road:*

~~From Route 3229 to end~~

From 2551 Rambling Road to the north end

*Flint Hill Road:*

East side, from Vale Road to Sunrise Road

West side, between Sunrise Road and the school grounds

*Carey Lane:*

~~From Vale Road to end~~

From Vale Road south to the end

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Madison Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Madison District shall expire on June 30, 1989. Thereafter, all permits and visitor passes may be renewed for periods of one (1) year in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 A.M.—3:30 P.M.  
School Days  
Except by Permit  
District 11

(2-89-G-11.)

## **G-12. - Briarwood Farms Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Briarwood Farms Residential Permit Parking District is designated as Residential Permit Parking District 12 for the purpose of signing and vehicle decal identification.
- (2) Blocks included in the Briarwood Farms Permit Parking District are shown on the official Residential Permit Parking District Map and are described below:

*Beau Lane:*

~~From Suteki northwest to cul-de-sac and southeast to dead-end~~

From the southern boundary of 2910 Beau Lane to the end north

*Hermosa Drive:*

~~From Nutley Street to end~~

From Old Nutley Street to Beau Lane

*Old Nutley Street:*

~~East side—The entire block~~

From Briarwood Farms Court to the end north, east side only

*Swanee Lane:*

~~From Nutley Street to end~~

From Nutley Street to the northeast boundaries of 2903 and 2904 Swanee Lane

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the above-described street blocks, both sides (except as noted), within the Briarwood Farms Residential Permit Parking District from 6:30 a.m. to 7:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Briarwood Farms District shall expire on June 30, 1989. Thereafter, all permits and visitor passes may be renewed for periods of one (1) year. in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
6:30 A.M.—7:00 P.M.  
Mon.—Fri.  
Except by Permit  
District 12

(35-88-G-12; 38-91-9-12.)

### **G-13. - Greenway Downs Residential Permit Parking District.**

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

- (1) The Greenway Downs Residential Permit Parking District is designated as Residential Permit Parking District 13 for the purpose of signing and vehicle decal identification.
- (2) Blocks included in the Greenway Downs Permit Parking District are shown on the official Residential Permit Parking District Map and are described below:

*West George Mason Road (Route 1716):*

From Lee Highway (Route 29) south to Custis Parkway (Route 3404)

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the above-described street blocks, both sides, within the Greenway Downs Residential Permit Parking District from 6:30 a.m. to 5:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Greenway Downs District shall expire on June 30, 1990. Thereafter, all permits and visitor passes may be renewed for periods of one (1) year in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Greenway Downs Residential Permit Parking District shall indicate the following:

NO PARKING  
6:30 A.M.—5:00 P.M.  
Mon.—Fri.  
Except by Permit  
District 13

(14-89-G-13; 20-04-G-13.)

**G-14. - Annandale Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Annandale Residential Permit Parking District is designated as Residential Permit Parking District 14 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Annandale Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Arlen Street (Route 2756):*

~~From Arlen Court to Manion Street.~~

From Erie Street to Rowan Court-

~~From Manion Street to the east end.~~

From Arlen Court to the east end

*Barr Place, south side (Route 3620):*

From Heritage Drive to the end

*Bristow Drive (Route 2784):*

From Heritage Drive to Newcastle Drive-

~~From Newcastle Drive to Rocart Drive-~~

~~From Rocart Drive to the end.~~

From 4808 Bristow Drive to the north end, west side

From ~~Heritage~~ Newcastle Drive to the north end, east side-

*Davian Drive:*

From Medford Drive to Park Lane-

*Erie Street (Route 2629):*

~~From Arlen Street to Heritage Drive-~~

~~From Manion Street to Arlen Street-~~

~~From Manion Street to Newcastle Drive-~~

~~From Newcastle Drive to Heritage Drive-~~

~~The entire length-~~

From northern intersection with Heritage Drive to southern intersection with Heritage Drive, west side

From northern intersection with Heritage Drive to southern boundary of 7610 Erie Street, east side

From 7609 Newcastle Drive to southern intersection with Heritage Drive, east side

*Gaylord Drive (Route 3062):*

From Mayfield Drive to the end-

*Heritage Drive (Route 2630):*

~~From Erie Street to Barr Place-~~

~~From Killebrew Drive to Erie Street-~~

*Heritage Drive (Route 2630) west side:*

~~From Rectory Lane to Four Year Run-~~

From Killebrew Drive to Barr Place

From Rectory Lane to Four Year Run, west side only-

*Hoy Place (Route 3621):*

From Barr Place to the end-

*Manion Street (Route 2755):*

From Erie Street to Arlen Street-

*Maris Court (Route 3623):*

From Heritage Drive to the end-

*Mayfield Court (Route 3063):*

From Mayfield Drive to the end-

*Mayfield Drive (Route 3060):*

~~From Medford Drive to Gaylord Drive-~~

~~From Weyburn Drive to Gaylord Drive (Route 3062)-~~

From Medford Drive to Weyburn Drive

*Medford Drive (Route 3087):*

~~From Davian Drive to Weyburn Drive-~~

~~From Weyburn Drive to Kingman Drive (Route 3072)-~~

From Davian Drive to Kingman Drive

*Newcastle Drive (Route 2055):*

~~From Erie Street to Bristow Drive-~~

~~From Erie Street to Terrell Street-~~

~~From Ravensworth Road to Bristow Drive-~~

~~From Terrell Street to Heritage Drive-~~

From Heritage Drive to Erie Street

From Erie Street to Bristow Drive, south side only

From Bristow Drive to Ravensworth Road

*Park Lane:*

The entire length-

*Pomponio Place:*

The entire length-

*Rawlins Road (Route 3097):*

From Medford Drive to the end-

*Roanoke Avenue:*

The entire length-

*Rocart Drive (Route 2783):*

From Bristow Drive to Ravensworth Road-

From Pomponio Place to Bristow Drive-

*Terrell Street (Route 2642):*

From Newcastle Drive to Heritage Drive-

*Weyburn Drive (Route 3059):*

~~From Mayfield Drive to Medford Drive-~~

~~From Medford Drive to the end-~~

~~From Kingman Drive to Mayfield Drive-~~

From Kingman Drive to the end south

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Annandale Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except along the sides directly abutting the perimeter boundaries of the First Presbyterian Church of Annandale, or as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for one (1) year from the month issued.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Annandale District shall expire on June 30, 1991. Thereafter, all permits and visitor passes may be renewed for periods of one (1) year, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 14

(25-90-G-14; 8-93-G-14; 59-93-9-14; 31-94-G-14; 19-95-G-14; 27-95-G-14; 49-99-G-14; 33-00-G-14; 13-01-G-14; 33-01-G-14; 40-01-G-14; 40-02-G-14; 2-05-G; 6-05-G-14; 30-05-G-14; 23-06-G; 05-08-G-14.)

## G-15. - Munson Hill Residential Permit Parking District.

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

(b) *District Designation.*

(1) The Munson Hill Residential Permit Parking District is designated as Residential Permit Parking District 15 for the purposes of signing and vehicle decal identification.

(2) Blocks included in the Munson Hill Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Row Street (Route 2379):*

From Leesburg Pike to Munson Hill Road.

*Munson Hill Road (Route 2380):*

~~From Olin Drive to Apex Circle~~

From Olin Drive to the eastern intersection with Apex Circle

*Row Place (Route 2381):*

From Munson Hill Road to end

*Afton Court (Route 1304):*

From Apex Circle to end

*Apex Circle (Route 2300):*

The entire section

*Brook Drive (Route 1740) (Excluding: 6133 Brook Drive):*

From Holly Street to Celadon Lane

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Munson Hill Residential Permit Parking District from 12:30 p.m. to 5:00 a.m. except as along the sides directly abutting the perimeter boundaries of the Dar Al-HiJrah Mosque, or as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~

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

~~(5)~~(3) All permits and visitor passes for the Munson Hill Residential Permit Parking District shall expire on June 30, 1993. Thereafter, all permits and visitor passes may be renewed for periods

of two (2) years. in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
12:30 p.m.—5:00 a.m.  
Except by Permit  
District 15

(9-92-G-15.)

### **G-16. - Little Rocky Run Residential Permit Parking District.**

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

- (b) *District Designation.*

- (1) The Little Rocky Run Residential Permit Parking District is designated as Residential Permit Parking District 16 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Little Rocky Run Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Union Village Circle (Route 7825):*

From Union Mill Road to Forest Run Drive

*Union Springs Court (Route 7826):*

From Union Village Circle to the cul-de-sac

- (c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides, within the Little Rocky Run Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, or as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address, and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Little Rocky Run District shall expire on June 30, 1993. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years. in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Little Rocky Run Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 16

(38-92-G-16.)

**G-17. - Robinson Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Robinson Residential Permit Parking District is established to protect the residential area in proximity to the Robinson High School from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
- (1) The Robinson Residential Permit Parking District is designated as Residential Permit Parking District 17 for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Robinson Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Commonwealth Boulevard (Route 4801):*

~~From Roberts Road to the Pohick Stream Valley Park.~~

~~From Collingham Drive (Route 5480) to the Pohick Stream Valley Park property.~~

~~From Roberts Road (Route 5498) to Wheatstone Drive (Route 5172).~~

From Collingham Drive to Wheatstone Drive, except along Pohick Stream Valley Park property

*Pimlico Court (Route 5484):*

~~From Commonwealth Boulevard to the cul-de-sac.~~

*Cascade Lane (Route 5184):*

~~From Roberts Road to Gainsborough Drive.~~

*Pumphrey Court (Route 5489):*

From Pumphrey Drive to the end

*Pumphrey Drive (Route 4818):*

~~From Commonwealth Boulevard to Pumphrey Court.~~

~~From Commonwealth Boulevard to Harrowby Court.~~

~~From Pumphrey Drive (Route 4818) to the end.~~

~~From Pumphrey Court (Route 5489) to Spring Rock Court (Route 5490).~~

~~From Spring Rock Court (Route 5490) to Commonwealth Boulevard (Route 4801).~~

From Harrowby Court to Commonwealth Boulevard, eastern intersection

~~Gainsborough Drive (Route 4815):~~

~~From Cascade Lane to Orkney Court.~~

~~Gainsborough Drive (Route 4815):~~

~~From Orkney Court to Rodney Court.~~

~~From Cascade Lane to Lister Court.~~

~~From Rodney Court to Wheatstone Drive.~~

~~From Roberts Road to Nantucket Court.~~

~~From Nantucket Court to Wheatstone Drive.~~

~~From Lister Court to Wheatstone Drive.~~

From Roberts Road to the southern intersection of Wheatstone Drive

~~Orkney Court (Route 5185):~~

~~From Gainsborough Drive to the end.~~

~~Stallworth Court (Route 6995):~~

~~From Sideburn Road (Route 653) to the end.~~

~~Mornington Court (Route 5491):~~

~~From Commonwealth Boulevard (Route 4801) to the end.~~

~~Spring Rock Court (Route 5490):~~

~~From Pumphrey Drive (Route 4818) to the end.~~

~~Holden Street (Route 4895):~~

~~From Sideburn Road (Route 653) to Concordia Street (Route 4893).~~

~~From Concordia Street to Grinnell Street.~~

From Grinnell Street to Sideburn Road

~~Wheatstone Drive (Route 5172):~~

~~From Gainsborough Drive to Allenby Road.~~

From the northern intersection with Gainsborough Drive to Allenby Road

~~Allenby Road (Route 5187):~~

~~From Wheatstone Drive to the south end.~~

~~Rodney Court (Route 5186):~~

~~From Gainsborough Drive to the end.~~

~~Lister Court (Route 5183):~~

From Gainsborough Drive to the end-

*Nantucket Court (Route 5922):*

From Gainsborough Drive to the end-

*Sideburn Road (Route 653):*

~~From Portsmouth Road to Stallworth Court~~

~~*Sideburn Road (Route 653), west side:*~~

~~From Linfield Street to Commonwealth Boulevard.~~

~~From Commonwealth Boulevard to Holden Street.~~

~~From Holden Street to the boundary of Oak View Elementary School.~~

~~From Stallworth Court to Braddock Road~~

~~*Sideburn Road (Route 653) east side:*~~

~~From Stallworth Court to 4909 Sideburn Road~~

From Linfield Street to Oak View Elementary School south boundary, west side only

From Portsmouth Road to Braddock Road, west side only

From Portsmouth Road to the north side of 4909 Sideburn Road, east side only

*Concordia Street (Route 4893):*

~~From Holden Street to Gadsen Drive.~~

~~From Linfield Street to Holden Street.~~

~~From Gadsen Drive to the end.~~

From Linfield Street to the end north

*Linfield Street (Route 4894):*

From Sideburn Road to Concordia Street.

*Commonwealth Court (Route 5483):*

From Commonwealth Boulevard to the end.

*Collingham Drive (Route 5480):*

From Commonwealth Boulevard to Nottingham Lane

*Ashcroft Way (Route 5481):*

From Collingham Drive to the end

*Ashcroft Court (Route 5482):*

From Ashcroft Way to the end

*Portsmouth Road (Route 4406):*

From Sideburn Road to Earlham Street

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Robinson Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, or as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the district who are not bona fide residents of said district may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Robinson Residential Permit Parking District shall expire on June 30, 1993. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m. - 3:30 p.m.  
School Days  
Except by Permit  
District 17

(42-92-G-17; 32-94-G-17; 7-95-G-17; 23-95-G-17; 3-96-G-17; 24-96-G-17; 38-96-G-17; 05-97-G-17; 33-97-G-17; 28-99-G-17; 32-00-G-17; 5-01-G-17; 36-01-G-17; 23-02-G-17; 4-03-G-17; 22-04-G-17; 2-06-G; 17-06-G; 19-07-G-17; 36-08-G-17; 50-08-G-17; 94-08-G-17.)

**G-18. - Sunset Manor Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Sunset Manor Residential Permit Parking District is designated as Residential Permit Parking District 18 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Sunset Manor Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Magnolia Lane (Route 1869)*

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 Bouffant Boulevard to Dannys Lane

*Scoville Street (Route 1845):*

From Paul Street to Dannys Lane.

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides, within the Sunset Manor Residential Permit Parking District at all hours and on all days except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date of the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Sunset Manor Residential Permit Parking District shall expire on June 30, 1995. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
Except by Permit  
District 18

(6-94-G-18; 1-95-G-18; 42-11-G-18; 29-12-G-18.)

**G-19. - Oakton Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Oakton Residential Permit Parking District is designated as Residential Permit Parking District 19 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Oakton Residential Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Crossbow Court (Route 5626):*

From Brightlea Drive to the end

~~*Brightlea Drive (route 5625):*~~

~~From Crossbow Court to Logway Road~~

~~From Crossbow Court to Oleander Avenue~~

*Brightlea Drive (Route 5625):*

~~From Logway Road to Edgelea Road~~

From Edgelea Road to Oleander Avenue

*Logway Road (Route 5623):*

~~From Brightlea Drive to Snowbound Court.~~

From Brightlea Drive to Oleander Avenue

*Marywood Road (Route 8849):*

From Sutton Road to the cul-de-sac inclusive.

*Oleander Avenue (Route 5620):*

~~From Logway Road to Brightlea Drive.~~

~~From Brightlea Drive to Nursery Lane.~~

~~From Nursery Lane to Sutton Road.~~

~~From Logway Road to Pepperwood Court~~

From Pepperwood Court to Sutton Road

*Nursery Lane (Route 5622):*

From Oleander Avenue to north end.

*Logway Road (Route 5623):*

~~From Snowbound Court to Oleander Avenue~~

*Snowbound Court (Route 5624):*

From Logway Road to both the east and west ends

*Strathaven Place (Route 7683):*

~~From Leamore Lane to Lochmoore Lane;~~

~~From Lochmoore Lane to Lochalsh Lane;~~

~~From Lochalsh Lane to the south end;~~

From Leamore Lane to the south end

*Leamore Lane (Route 7741):*

~~From Strathaven Place to Gretna Place;~~

~~From Gretna Place to the east end;~~

From Strathaven Place to the east end

*Lochmoore Lane (Route 7684):*

~~From Strathaven Place to Langholm Place;~~

~~From Langholm Place to Edgelea Road;~~

From Strathaven Place to Edgelea Road

*Tipperary Pass (Route 5161):*

From Blake Lane to the end

(c) *District Provisions.*

- (1) This district is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides, within the Oakton Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Oakton Residential Permit Parking District shall expire on June 30, 1995. Thereafter, all permits and visitor passes may be renewed for periods of two years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 19

(2-95-G-19; 8-95-G-19; 22-95-G-19; 37-99-G-19; 40-00-G-19; 26-02-G-19; 04-08-G-19.)

**G-20. - Langley Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Langley Residential Permit Parking District is designated as Residential Permit Parking District 20 for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Langley Residential Permit Parking District are shown on the official Residential Permit Parking District Map and are as described below:

*Baymeadow Court (Route 6094):*

From Ridge Drive to the end.

*Jarvis Court (No Route Number):*

From Georgetown Pike (Route 193) to its terminus

*Kedleston Court (Route 7308):*

From Turkey Run Road to the end

*Langley Hill Drive (Route 1906):*

From Turkey Run Road to the end

*Ridge Drive (Route 6090):*

~~From Georgetown Pike to Sunny Hill Court.~~

~~From Sunny Hill Court to Ridge Drive.~~

~~From Ridge Drive to Briar Hill Court (Route 6089) excluding the areas that are designated as "No Parking" by the Virginia Department of Transportation (VDOT).~~

From Briar Hill Court south to Georgetown Pike excluding the areas that are designated as "No Parking" by the Virginia Department of Transportation (VDOT)

From Ursline Court south to Ridge Drive.

*Sandy Knoll Court (Route 6092):*

From Ridge Drive to the end.

*Sunny Hill Court (Route 6093):*

From Ridge Drive to the end.

*Tina Lane (Route 6084):*

From Ridge Drive to the end.

*Turkey Run Road (Route 798):*

~~From Georgetown Pike to Langley Hill Drive.~~

~~From Langley Hill Drive to Kedleston Court.~~

~~From Kedleston Court to the Turkey Run Road Fork.~~

From Georgetown Pike to the Turkey Run Road Fork

*Weatheford Drive (Route 6091):*

From Ridge Drive to the end.

(c) *District provisions*

- (1) This district is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides, within the Langley Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor parking pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~

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

~~(5)~~(3) All permits and visitor passes for the Langley Residential Permit Parking District shall expire on June 30, 1997. Thereafter, all permits and visitor passes may be renewed ~~for periods of two years.~~ in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 20

(26-95-G-20; 7-98-G-20; 6-01-G-20; 36-01-G-17; 41-01-G-20; 21-04-G-20; 32-04-G; 32-05-G-20; 48-08-G-20; 18-11-G-20.)

### **G-21. - McLean Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The McLean Residential Permit Parking District is designated as Residential Permit Parking District 21 for the purposes of signing and vehicle decal identification.

(2) Blocks included in the McLean Residential Permit Parking District are shown on the Official Residential Permit Parking District Map and are as described below:

*Bonheim Court:*

From Westmoreland Street to the end-

*Bradmore Court (Route 1963):*

From Broyhill Street (Route 2035) to end-

*Broyhill Street (Route 2035):*

~~From Westmoreland Street (Route 693) to Bradmore Court (Route 1963).~~

~~From Bradmore Court (Route 1963) to Felix Street (Route 2036).~~

From Westmoreland Street to Felix Street

*Cecile Street (Route 3255):*

From Westbury Avenue to the end-

*Craig Lane (Route 2033):*

From Rosemont Drive to the end-

*Davidson Road (Route 975):*

From Westbury Road to the High School driveway, west side only

*Girard Street (Route 3486):*

From Margie Drive (Route 3272) to Rupert Street (Route 2043)-

*Hamel Hill Court (Route 3582):*

From Davidson Road to its terminus-

*Margie Drive (Route 3272):*

From Tyndale Street to the end-

*Ridgedale Court (Route 5979):*

From Westmoreland Street (Route 693) to the end-

*Rosemont Drive (Route 1960):*

From Rosemont Court to Westmoreland Street to the end west-

~~From Westmoreland Street to Simmons Drive-~~

~~From Simmons Drive to Rosemont Court-~~

From Westmoreland Street to Rosemont Court

*Rupert Street (Route 2043):*

~~From Tyndale Street (Route 3439) to the end-~~

~~From Tyndale Street to Southridge Drive-~~

From Southridge Drive to the end north

*Sea Cliff Road (Route 2062):*

~~From Margie Drive to the High School driveway-~~

~~From Warner Avenue to Margie Drive-~~

From Warner Avenue to the McLean High School driveway

*Simmons Drive (Route 1972):*

From Rosemont Drive to Simmons Court-

*Symphony Court:*

From Davidson Road to its terminus-

*Tyndale Street (Route 3439):*

From Rupert Street to Margie Drive-

*Warner Avenue (Route 2075):*

From Kurpiers Court to Westbury Road-

From Sea Cliff Road to Evers Drive

From Westbury Road to the north end, east side only

~~Warner Avenue east side only (Route 2075)~~

~~From Westbury Road to the north end.~~

*Westbury Road (Route 3237):*

~~From Cecile Street to the Davidson Road.~~

~~From Warner Avenue to Cecile Street.~~

~~From Warner Avenue to the west end.~~

From Davidson Road to the end west

*Westmoreland Street (Route 693):*

~~West side from Rosemont Drive (Route 1960) to Broyhill Street (Route 2035).~~

From Broyhill Street to Rosemont Drive, west side only

*Wolfram Court (Route 3273):*

~~From Sea Cliff Road to the end.~~

(c) *District Provisions.*

- (1) This district is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the McLean Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the McLean Residential Permit Parking District shall expire on June 30, 1997. Thereafter, all permits and visitor passes may be renewed ~~for periods of two years~~ in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 21

(34-95-G-21; 05-96-G-21; 09-96-G-21; 25-97-G-21; 6-99-G-21; 28-00-G-21; 7-01-G-21; 34-01-G-21; 45-01-G-21; 31-05-G-21; 37-11-G-21.)

## G-22. - Woodson Residential Permit Parking District.

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

(b) *District Designation.*

(1) The Woodson Residential Permit Parking District is designated as Residential Permit Parking District 22, for the purposes of signing and vehicle decal identification.

(2) Blocks included in the Woodson Residential Permit Parking District are shown on the Official Residential Permit Parking District Map and are as described below:

*Whitacre Road (Route 1228):*

~~From the City of Fairfax Corporate Line up to and including 4118 Whitacre Road; and~~

From the City of Fairfax Corporate Line up to and including 4118 Whitacre Road, west side only

*Trapp Road (Route 1227):*

From Whitacre Road to the City of Fairfax Corporate Line.

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Woodson Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~

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

~~(5)~~(3) All permits and visitor passes for the Woodson Residential Permit Parking District shall expire on June 30, 1997. Thereafter, all permits and visitor passes may be renewed for periods of two years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 22

(43-96-G-22.)

### **G-23. - Hayfield Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Hayfield Residential Permit Parking District is established to protect the residential area in proximity to the Hayfield High School from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
- (1) The Hayfield Residential Permit Parking District is designated as Residential Permit Parking District 23 for the purposes of signing and vehicle decal identification.
  - (2) The Block included in the Hayfield Residential Permit Parking District is shown on the official Residential Permit Parking District Map and is as described below:

*Broadmoor Street (Route 4129):*

From Telegraph Road to Welch Court

- (c) *District Provisions.*
- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
  - (2) Parking is prohibited along the described street block, both sides, within the Hayfield Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
  - ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
  - ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
  - ~~(5)~~(3) All permits and visitor passes for the Hayfield Residential Permit Parking District shall expire on June 30, 1996. Thereafter, all permits and visitor passes may be renewed for periods of two years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.
- (d) *Signs.* Signs delineating the Hayfield Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 23

(29-95-G-23.)

### **G-24. - Mount Vernon Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Mount Vernon Residential Permit Parking District is established to protect the residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
- (1) The Mount Vernon Residential Permit Parking District is designated as Residential Permit Parking District 24 for the purposes of signing and vehicle decal identification.

- (2) Blocks included in the Mount Vernon Residential Permit Parking District are shown on the Official Residential Permit Parking District Map and are as described below:

*Mount Vernon Highway Service Drive (Route 3158), east side only:*

~~From Battersea Lane South to the end~~

From the southern intersection with Battersea Lane to the end north

*Battersea Lane North (Route 3159):*

From Mount Vernon Highway to the Wagon Wheel Road

*Nalls Road (Route 6608):*

From Old Mount Vernon Road to Pram Way

*Pram Way (Route 6607):*

From Nalls Road to Quisenberry Drive}

*Quisenberry Drive (Route 6605):*

~~From Gibbs Street to the end~~

From Kings Hill Court to the end east

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the described street blocks, both sides (except as noted), within the Mount Vernon Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Mount Vernon Residential Permit Parking District shall expire on June 30, 1996. Thereafter, all permits and visitor passes may be renewed for periods of two years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the Mount Vernon Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 24

(33-95-G-24; 06-97-G-24; 12-02-G-24; 22-03-G-24.)

## G-25. - Franconia-Springfield Residential Permit Parking District.

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

(b) *District Designation.*

(1) The Franconia-Springfield Residential Permit Parking District is designated as Residential Permit Parking District 25, for the purpose of signing and vehicle decal identification.

(2) The block included in the Franconia-Springfield Residential Permit Parking District is shown on the Official Residential Permit Parking District Map and is as described below:

~~*Barry Road (Route 1377): From Walter Drive (Route 138) to its terminus*~~

*Barry Road (Route 1377):*

*From Walter Drive on the north side and the eastern boundary of 7168 Barry Road on the south side, to the end west*

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street block, both sides (except as noted), within the Franconia-Springfield Residential Permit Parking District from 9:00 a.m. to 5:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address.~~

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

~~(5)~~(3) All permits and visitor passes for the Franconia-Springfield Residential Permit Parking District shall expire on June 30, 1998. Thereafter, all permits and visitor passes may be renewed ~~for periods of two years.~~ in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

(d) *Signs.* Signs delineating the Franconia-Springfield Residential Permit Parking District shall indicate the following:

NO PARKING  
9:00 a.m.—5:00 p.m.  
Monday—Friday  
Except by Permit  
District 25

(21-97-G-25.)

## G-26. - Herndon Residential Permit Parking District.

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

(b) *District Designation.*

- (1) The Herndon Residential Permit Parking District is designated as Residential Permit Parking District 26, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Herndon Residential Permit Parking District are shown on the Official Residential Permit Parking District Map and are as described below:

*Kingstream Circle (Route 6963):*

~~From Bennett Street~~ the western boundaries of 1498 and 1499 Kingstream Circle to Woodvale Court

From the northern intersection with Kingstream Drive to the northern intersection with Meadow Chase Drive

*Meadow Chase Drive (Route 7803):*

The entire length

*Kingstream Drive (Route 6701):*

~~From Kingstream Circle to Kingsvale Circle North~~

From the southern intersection with Kingstream Circle to the northern intersection with Kingsvale Circle

*Kingsvale Circle (Route 6965):*

~~From Kingstream Drive South to Kingstream Drive North.~~

~~*Kingstream Circle (Route 6963):*~~

~~From Kingstream Drive to Meadow Chase Drive.~~

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the described street blocks, both sides, within the Herndon Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for periods not to exceed two weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Herndon Residential Permit Parking District shall expire on June 30, 1999. Thereafter, all permits and visitor passes may be renewed for periods of two years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 26

**G-27. - Jefferson Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Jefferson Residential Permit Parking District is designated as Residential Permit Parking District 27, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Jefferson Residential Permit Parking District are shown on the Official Residential Permit Parking District Map and are as described below:

*Wenruth Place (Route 3617):*

From Randolph Drive to the end

*Locust Way (Route 2910):*

From Randolph Drive to the end

*Willow Run (Route 2458):*

From Cardinal Lane to Little River Turnpike

*Cardinal Lane (Route 2911):*

From Willow Run to the end east

*Randolph Drive (Route 2912):*

~~From Wenruth Place to Billings Drive.~~

From Wenruth Place to Locust Way.

From Wenruth Place to Braddock Road, north side only.

~~*Randolph Drive (Route 2912) North Side Only:*~~

~~From Wenruth Place (Route 3617) to Braddock Road (Route 620).~~

~~*Randolph Drive (Route 2912):*~~

~~From Billings Drive to Locust Way~~

*Weyanoke Court (Route 3574):*

From Braddock Road to the end

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the described street blocks, both sides (except as noted), within the Jefferson Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through

Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~

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

~~(5)(3) All permits and visitor passes for the Jefferson Residential Permit Parking District shall expire on June 30, 1999. Thereafter, all permits and visitor passes may be renewed for periods of two years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.~~

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

NO PARKING  
8:00 a.m.—3:30 p.m.  
School Days  
Except by Permit  
District 27

(07-97-G-27; 13-99-G-27; 47-99-G-27; 39-02-G-27.)

### **G-28. - Broyhill Park Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Broyhill Park Residential Permit Parking District is designated as Residential Permit Parking District 28, for the purposes of signing and vehicle decal identification.

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

*Marc Drive (Route 2338):*

~~From Falls Church High School to Holly Hill Drive.~~

~~From Holly Hill Drive to Parkwood Terrace.~~

From Falls Church High School to Parkwood Terrace

*Holly Hill Drive (Route 2860):*

~~From Parkwood Terrace to Jacks Lane.~~

~~From Parkwood Terrace to Camp Alger Avenue~~

~~From Jacks Lane to Carol Lane.~~

~~From Carol Lane to Marc Drive.~~

~~From Marc Drive to north end.~~

From Camp Alger Avenue to the north end

*Parkwood Terrace (Route 2495):*

From Carol Lane to Marc Drive (West Side Only)

From Marc Drive to Parkwood Court

From Holly Hill Drive to Carol Lane

*Carol Lane (Route 2439):*

From Holly Hill Drive to Parkwood Terrace

*Jacks Lane (Route 2886):*

From Falls Church High School to Holly Hill Drive

*Zenith Court (Route 2861):*

From Parkwood Terrace to the end

*Kenney Drive (Route 2445):*

From Carol Lane to Holly Hill Drive

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), unless otherwise noted, within Broyhill Park Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Broyhill Park Residential Permit Parking District shall expire on June 30, 1999. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.— 3:30 p.m.  
School Days  
Except by Permit  
District 28

(34-98-G-28; 3-03-G-28; 12-04-G-28.)

## **G-29. - Chantilly Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Chantilly Residential Permit Parking District is designated as Residential Permit Parking District 29, for the purposes of signing and vehicle decal identification.

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

*Braxton Road (Route 6479):*

From Currey Lane to Brookfield Drive

*Briarton Drive (Route 4662):*

From the southern intersection with Tabscott Drive to Gumwood Court

*Brookfield Drive (Route 6476):*

~~From Currey Lane to Braxton Road.~~

~~From Currey Lane to south end.~~

From Braxton Road to the south end

*Currey Lane (Route 4299):*

~~From Braxton Road to Brookfield Drive.~~

~~From Briarton Drive to Braxton Road.~~

~~From Brookfield Drive to east end.~~

From Briarton Drive to the east end

*Majestic Lane (Route 4840):*

~~From Pearsall Lane to Pergate Lane.~~

~~From Poplar Tree Road to Pearsall Lane.~~

From Poplar Tree Road to Pergate Lane

*Pearsall Lane (Route 4976):*

~~From Majestic Lane to Pergate Lane.~~

*Pergate Lane (Route 4988), west side only:*

~~From Poplar Tree Road to Pearsall Lane.~~

*Pinefield Court (Route 4977):*

From Poplar Tree Road to the end-

*Poplar Tree Road (Route 4831):*

~~From Majestic Lane to Pinefield Court.~~

~~From Stringfellow Road to Majestic Lane.~~

From Stringfellow Road to Pinefield Court

From Pinefield Court to Pergate Lane, south side only

*Plaza Lane (Route 5412):*

~~From Poplar Tree Road to Point Hollow Lane.~~

From Poplar Tree Road to the southern intersection with Point Hollow Lane

~~*Poplar Tree Road (Route 4831), south side only:*~~

~~From Pinefield Court to Pergate Lane.~~

*Stream Valley Drive (Route 7989):*

From Stringfellow Road (Route 645) to end-

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along all of the described street blocks, both sides (except as noted), within the Chantilly Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Chantilly Residential Permit Parking District shall expire on June 30, 1999. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.— 3:30 p.m.  
School Days  
Except by Permit  
District 29

(7-99-G-29; 11-99-G-29; 29-99-G-29; 41-00-G-29; 41-04-G-29; 03-08-G-29.)

### G-30. - Tysons Corner Residential Permit Parking District.

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

(b) *District Designation.*

(1) The Tysons Corner Residential Permit Parking District is designated as Residential Permit Parking District 30, for the purposes of signing and vehicle decal identification.

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

*Kidwell Drive (Route 736):*

~~From Gallows Branch Road to Kidwell Town Court (west side only).~~

~~From Kidwell Town Court to Kidwell Hill Court (west side only).~~

~~From Kidwell Hill Court to Kidwell Court (west side only).~~

~~From Kidwell Court to the south end (west side only).~~

From Gallows Branch Road to the south end (west side only)

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street blocks, west side only, within the Tysons Corner Residential Permit Parking District from 8:00 a.m. to 5:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses which have off-street parking lots provided.~~

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

~~(5)~~(3) All permits and visitor passes for the Tysons Corner Residential Permit Parking District shall expire on June 30, 2001. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—5:00 p.m.  
Mon.—Fri.  
Except by Permit  
District 30

(18-99-G-30.)

### **G-31. - Skyline Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Skyline Residential Permit Parking District is designated as Residential Permit Parking District 31, for the purposes of signing and vehicle decal identification.

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

*Lee Court (Route 916):*

From Forest Drive to the end

*Hamilton Drive:*

From Forest Drive to South George Mason Drive (south side only)

*South Fourteenth Street (Route 912) east side only:*

From South Greenbrier Street to the southern boundary of 6-23((6)) parcel 6

*South Greenbrier Street south side only:*

From South Fourteenth Street to the Arlington County line

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street blocks within the Skyline Residential Permit Parking District from 8:00 a.m. to 5:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses which have off-street parking lots provided.~~

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

~~(5)~~(3) All permits and visitor passes for the Skyline Residential Permit Parking District shall expire on June 30, 2001. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—5:00 p.m.  
Mon.—Fri.  
Except by Permit  
District 31

**G-32. - Lee Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Lee Residential Permit Parking District is designated as Residential Permit Parking District 32, for the purposes of signing and vehicle decal identification.

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

*Cimarron Street (Route 2681):*

From Alamo Street to Frontier Drive

*Frontier Drive (Route 2677):*

~~From Custer Street to Cimarron Street~~

~~*Frontier Drive (Route 2677):*~~

~~From Cimarron Street to Buckskin Street~~

~~From Custer Street to Buckskin Street~~

*Crozet Court (Route 3733):*

From Deepford Street to the end

(c) *District Provisions.*

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

(2) Parking is prohibited along all of the described street blocks, both sides, within the Lee Residential Permit Parking District from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses which have off-street parking lots provided.~~

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

~~(5)~~(3) All permits and visitor passes for the Lee Residential Permit Parking District shall expire on June 30, 2000. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m.—3:30 p.m.

School Days  
Except by Permit  
District 32

(50-99-G-32; 38-02-G-32)

**G-33. - Springdale Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Springdale Residential Permit Parking District is designated as Residential Permit Parking District 33, for the purposes of signing and vehicle decal identification.

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

*Courtland Drive (Route 7556):*

From Hoffmans Lane to the end, excluding the reverse frontage of commercially zoned 61-2((01)) parcel 117

*Hoffmans Lane, north side only (Route 7555):*

From Lacy Boulevard to Courtland Drive

*Lacy Boulevard (Route 1026):*

From Columbia Pike to Hoffmans Lane, excluding addresses not within a residential area

From Hoffmans Lane to Dewey Jones Road, west side only

~~From Hoffmans Lane to Lewis Lane (west side only)~~

~~*Lacy Boulevard, west side only (Route 1026):*~~

~~From Lewis Lane to Dewey Jones Road~~

*Lewis Lane (Route 2658):*

From Lacy Boulevard to Munson Road

*Moncure Avenue (Route 2659):*

From Hoffmans Lane to and including two parcels of land designated as Fairfax County Tax Map Numbers 61-4 ((30)) parcels 17 and 18

*Munson Road (Route 795):*

From Summers Lane to the north end

From Arnet Street to Summers Lane east side only

*Summers Lane (Route 3399) north side:*

From eastern boundary of 61-4((1)) parcel 0042 to the western boundary of 61-4((1)) parcel 0041A

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as noted in Appendix G-33, section (b) (2). Within the Springdale Residential Permit Parking District, parking is prohibited at all times, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3)All permits and visitor passes for the Springdale Residential Permit Parking District shall expire on June 30, 2001. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
At Any Time  
Except by Permit  
District 33

(24-00-G-33; 8-01-G-33; 66-08-G-33; 51-09-G-33.)

**G-34. - Graham Residential Permit Parking District.**

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

(b) *District designation.*

- (1) The Graham Residential Permit Parking District is designated as Residential Permit Parking District 34, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Graham Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Graham Road (Route 1720):*

~~From Graham Court South Intersection to Graham Court North Intersection.~~

~~From Graham Court North Intersection to Terry Lane.~~

From Terry Lane to the southern intersection with Graham Court

*Graham Court (Route 2335):*

~~From Graham Road South Intersection to Graham Road North Intersection.~~

The entire length

~~Rosemary Lane (Route 1719), north side only:~~

~~From Graham Road to Jonothan Place.~~

Rosemary Lane (Route 1719):

From Jonothan Place to Wade Place.

From Graham Road to Jonothan Place, north side only

Jonothan Place (Route 2387):

From Rosemary Lane to the end.

Fenwick Road (Route 1781):

From Arlington Boulevard to Lawrence Drive.

Rogers Drive (Route 1774):

~~From Lawrence Drive to Allen Street.~~

~~From Allen Street to Elmwood Drive.~~

From Lawrence Drive to Elmwood Drive

Elmwood Drive (Route 1780):

From Lawrence Drive to Rogers Drive.

Arlington Boulevard Service Drive (Route 2382) north side:

~~From Wallace Drive to Fredsen Place.~~

From Wallace Drive to the western boundary of 7200 Arlington Boulevard

~~Residential part of Arlington Boulevard Service Drive (Route 2382) north side:~~

~~From Fredsen Place to Graham Road.~~

Fredsen Place (Route 2387):

From Arlington Boulevard to the end.

Wade Place (Route 2388):

From Rosemary Lane to the end.

(c) *District provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Graham Residential Permit Parking District,

parking is prohibited between 10:00 p.m. and 6:00 a.m., except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~

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

~~(5)(3) All permits and visitor passes for the Graham Residential Permit Parking District shall expire on June 30, 2001. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.~~

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

NO PARKING  
10:00 PM—6:00 AM  
Except by Permit  
District 34

(36-00-G-34; 2-02-G-34; 45-02-G-34; 2-03-G-34; 4-04-G-34.)

### **G-35. - Cedar Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Cedar Residential Permit Parking District is designated as Residential Permit Parking District 35, for the purposes of signing and vehicle decal identification.

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

*Bowling Green Drive (Route 2404):*

From Cedar Lane to Dennis Drive

(c) *District Provisions.*

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

(2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Cedar Residential Permit Parking District, parking is prohibited at all times, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~

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

~~(5)~~(3) All permits and visitor passes for the Cedar Residential Permit Parking District shall expire on June 30, 2003. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
At Any Time  
Except by Permit  
District 35

(23-01-G-35.)

### **G-36. - West Potomac Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The West Potomac Residential Permit Parking District is designated as Residential Permit Parking District 36, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the West Potomac Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Oak Drive (Route 1410):*

From Dawn Drive (Route 1432) to Fleming Street (Route 1433)

*Fleming Street (Route 1433):*

~~From the east end to Oak Drive~~

*Fleming Street (Route 1433):*

~~From Oak Drive to Beddoo Street~~

From Beddoo Street to the east end

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the West Potomac Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary non-resident owner pass for a period not to exceed two (2) weeks.~~

~~(5)~~(3) All permits and visitor passes for the West Potomac Residential Permit Parking District shall expire on June 30, 2004. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

- (d) *Signs.* Signs delineating the West Potomac Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m. - 3:30 p.m.  
School Days  
Except by Permit  
District 36

(1-02-G-36.)

### **G-37. - Annandale Terrace Residential Permit Parking District.**

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

- (b) *District Designation.*

- (1) The Annandale Terrace Residential Permit Parking District is designated as Residential Permit Parking District 37, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Annandale Terrace Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Madeira Place (Route 3094):*

From Medford Drive to the end-

*McWhorter Place (Route 3087):*

~~From Weyburn Drive to Medford Drive-~~

~~From Medford Drive to the east end-~~

From Weyburn Drive to the east end

*Medford Drive (Route 2249):*

~~From McWhorter Place to Madeira Place-~~

*Medford Drive (Route 3087):*

~~From Madeira Place to Denver Court~~

From McWhorter Place to Denver Court

*Weyburn Court (Route 3073):*

From Weyburn Drive to the end-

*Weyburn Drive (Route 3059):*

From McWhorter Place to Weyburn Court-

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Annandale Terrace Residential Permit Parking District, parking is prohibited between 10:00 p.m. and 10:00 a.m., except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Annandale Terrace Residential Permit Parking District shall expire on June 30, 2003. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
10:00 p.m. - 10:00 a.m.  
Except by Permit  
District 37

(3-02-G-37; 36-05-G-37.)

**G-38. - J.E.B. Stuart Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The J.E.B. Stuart Residential Permit Parking District is designated as Residential Permit Parking District 38, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the J.E.B. Stuart Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

~~Peace Valley Lane (Route 1976):~~

~~From Colmac Drive to Cheryl Drive~~

~~Peace Valley Lane (Route 1976):~~

~~From Cheryl Drive to Diamond Drive~~

~~Peace Valley Lane (Route 1976):~~

~~From Diamond Drive to the south end~~

From Colmac Drive to the eastern boundary of 3308 Peace Valley Lane, east side only

~~White Street (Route 1871):~~

~~From Cheryl Drive North Intersection to Colmac Drive~~

~~White Street (Route 1871):~~

~~From Colmac Drive to Cheryl Drive South Intersection~~

From the northern intersection with Cheryl Drive to the southern intersection with Cheryl Drive

~~Colmac Drive (Route 3209):~~

~~From Peace Valley Lane to White Street~~

~~Cheryl Drive (Route 2579):~~

~~From Peace Valley Lane to White Street~~

From Peace Valley Lane to the southern intersection with White Street

~~Diamond Drive (Route 2574):~~

~~From Peace Valley Lane to Faragut Court~~

~~Diamond Drive (Route 2574):~~

~~From Faragut Court to Military Drive~~

~~Diamond Drive (Route 2574):~~

~~From Military Drive to Patrick Henry Drive~~

From Peace Valley Lane to Patrick Henry Drive

~~Military Drive (Route 1975):~~

~~From Diamond Drive to Patrick Henry Drive~~

~~Faragut Court (Route 1955):~~

~~From Diamond Drive to the end~~

~~Mansfield Road (Route 1889):~~

~~From Beachway Drive to Peace Valley Lane~~

From Peace Valley Lane to Vista Drive, east side only

~~Mansfield Road (Route 1889) east side:~~

~~From Peace Valley Lane to Vista Drive~~

~~Luckey Court (Route 3443):~~

~~From Mansfield Road to the end~~

(c) District Provisions.

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the J.E.B. Stuart Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the J.E.B. Stuart Residential Permit Parking District shall expire on June 30, 2003. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.
- (d) *Signs.* Signs delineating the J.E.B. Stuart Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m. - 3:30 p.m.  
School Days  
Except by Permit  
District 38

(4-02-G-38; 6-04-G-38.)

### **G-39 - Northern Virginia Community College Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Northern Virginia Community College Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
  - (1) The Northern Virginia Community College Residential Permit Parking District is designated as Residential Permit Parking District 39, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Northern Virginia Community College Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:
    - Ardfour Lane (Route 3030):*

From Wakefield Chapel Road to Bonnie Drive-
    - Banff Street (Route 3031):*

From Wakefield Chapel Road to Fidelity Court-
    - Bonnie Drive (Route 3032):*

From Ardfour Lane to Wakefield Drive-

*Briar Creek Drive (Route 4495):*

~~From Wakefield Chapel Road to Stone Gate Drive.~~

~~From Stone Gate Drive to Holborn Avenue~~

From Wakefield Chapel Road to Holborn Avenue

*Fidelity Court (Route 4386)*

From Banff Street to the cul-de-sac inclusive-

*Lorene Lane (Route 2275):*

From Ardfour Lane to the end

*Pulley Court (Route 4398):*

From Wakefield Chapel Road to the cul-de-sac inclusive-

*Raleigh Avenue (Route 2472):*

From Wakefield Drive to Chapel Drive

*Saint Jerome Drive (Route 2455):*

From The Midway to the end-

*Stone Gate Drive (Route 4688):*

From Briar Creek Drive to Random Court-

*The Midway (Route 2454):*

From Duncan Drive to the west end-

*Toll House Road (Route 4488)*

From the eastern boundary to the western boundary of 8454 Toll House Road; from the eastern boundary to the western boundary of 8460 Toll House Road; and from the western boundary of 8449 Toll House Road to Whistler Court-

*Wakefield Chapel Road (Route 710)*

From Pulley Court to the northern boundary of 4411 Wakefield Chapel Road-

East side, from Toll House Road to the southern boundary of 4509 Wakefield Chapel Road-

West side, from Toll House Road to Sugarbush Court-

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Northern Virginia Community College

Residential Permit Parking District, parking is prohibited from 7:00 a.m. to 8:30 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~

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

~~(5)~~(3) All permits and visitor passes for the Northern Virginia Community College Residential Permit Parking District shall expire on June 30, 2010. Thereafter, all permits and visitor passes may be renewed for periods of two years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

(d) *Signs.* Signs delineating Northern Virginia Community College Residential Permit Parking District shall indicate the following:

NO PARKING  
7:00 a.m. - 8:30 p.m.  
Monday through Friday  
Except by Permit  
District 39

(34-09-G-39; 03-10-G-39; 35-11-G-39; 36-11-G-39; 06-12-G-39; 08-12-G-39.)

#### **G-40. George - Mason University Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The George Mason University Residential Permit Parking District is designated as Residential Permit Parking District 40, for the purposes of signing and vehicle decal identification.

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

*Tapestry Drive (Route 6545):*

From Catterick Court (Route 6548) to the western boundary of 68-2((5)) parcel 1679A and the western boundary of 68-2((5)) parcel 1680

*University Drive (Route 383):*

From Santa Clara Drive to the southern boundary of 4629 University Drive

(c) *District Provisions.*

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

(2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the George Mason University Residential Permit Parking District, parking is prohibited from 7:00 a.m. to 8:00 p.m., Monday through Friday and

7:00 a.m. to 1:00 p.m., Saturday, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~

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

~~(5)(3) All permits and visitor passes for the George Mason University Residential Permit Parking District shall expire on June 30, 2010. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years, in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.~~

(d) *Signs.* Signs delineating George Mason University Residential Permit Parking District shall indicate the following:

NO PARKING  
7:00 a.m. - 8:00 p.m.  
Monday through Friday  
7:00 a.m. - 1:00 p.m.  
Saturday  
Except by Permit  
District 40

(50-09-G-40.)

#### **G-41. - Laurel Hill Residential Permit Parking District.**

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

(b) *District Designation.*

(1) The Laurel Hill Residential Permit Parking District is designated as Residential Permit Parking District 41, for the purposes of signing and vehicle decal identification.

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

*Flowering Dogwood Lane:*

~~From Indian Paintbrush Way to Sego Lily Court~~

The entire length

*Indian Paintbrush Way:*

~~From Silverbrook Road to Flowering Dogwood Lane~~

The entire length

*Sego Lily Court:*

From Flowering Dogwood Lane to both ends

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
  - (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Laurel Hill Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., Monday through Friday, school days except as permitted by the provisions of Article 5A of Chapter 82
  - ~~(3) One free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
  - ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two weeks.~~
  - ~~(5)~~(3) All permits and visitor passes for the Laurel Hill Residential Permit Parking District shall expire on June 30, 2012. Thereafter, all permits and visitor passes may be renewed for periods of two years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.
- (d) *Signs.* Signs delineating Laurel Hill Residential Permit Parking District shall indicate the following:

NO PARKING  
8:00 a.m. - 3:30 p.m.  
School Days  
Except by Permit  
District 41

(02-10-G-41.)

#### **G-42. - Tapestry Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Tapestry Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
  - (1) The Tapestry Residential Permit Parking District is designated as Residential Permit Parking District 42, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Tapestry Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Tapestry Drive (Route 6545):*

From Roberts Road to the western boundary of 68-2((5)) parcel 1679A and the western boundary of 68-2((5)) parcel 1680

- (c) *District Provisions.*
  - (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
  - (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Tapestry Residential Permit Parking District, parking is prohibited from 7:00 a.m. to 8:00 p.m., Monday through Friday and 7:00 a.m. to 1:00 p.m., Saturday, except as permitted by the provisions of Article 5A of Chapter 82.

~~(3) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two weeks.~~

~~(4)~~(3) All permits for the Tapestry Residential Permit Parking District shall expire on June 30, 2012. Thereafter, all permits may be renewed for periods of two years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
7:00 a.m. - 8:00 p.m.  
Monday through Friday  
7:00 a.m. - 1:00 p.m.  
Saturday  
Except by Permit  
District 42

(06-10-G-42.)

### **G-43. - Polo Fields Residential Permit Parking District.**

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

(b) *District Designation.*

- (1) The Polo Fields Residential Permit Parking District is designated as Residential Permit Parking District 43, for the purposes of signing and vehicle decal identification.
- (2) Blocks included in the Polo Fields Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Bayard Drive (Route 7850):*

From Thunder Chase Drive to the cul-de-sac inclusive-

*Cross Country Lane (Route 6374):*

The entire length-

*Darius Lane (Route 7851):*

From Bayard Drive to the cul-de-sac inclusive-

*Hitchcock Court (Route 8709):*

From Hitchcock Drive east and west to the cul-de-sacs inclusive-

*Hitchcock Drive (Route 8708):*

From Sunrise Valley Drive to Hitchcock Court-

*Milburn Lane (Route 7842):*

From Sunrise Valley Drive to the cul-de-sac inclusive-

*Roark Court (Route 7859):*

From Roark Drive east and west to the cul-de-sacs inclusive-

*Roark Drive (Route 7858):*

From Sunrise Valley Drive to Roark Court.

*Stirrup Iron Lane (Route 6375):*

From Cross Country Lane south and north to the cul-de-sacs inclusive-

*Thunder Chase Drive (Route 6373):*

From Sunrise Valley Drive to Bayard Drive.

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Polo Fields Residential Permit Parking District, parking is prohibited from 6:00 a.m. to 6:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address and said pass shall be valid for a maximum of two (2) years from the month issued, not to exceed the expiration date on the pass. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Polo Fields Residential Permit Parking District shall expire on June 30, 2012. Thereafter, all permits and visitor passes may be renewed for periods of two (2) years in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
6:00 a.m. - 6:00 p.m.  
Monday through Friday  
Except by Permit  
District 43

(02-12-G-43; 21-12-G-43.)

**G-44. - Falls Hill Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Falls Hill Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
  - (1) The Falls Hill Residential Permit Parking District is designated as Residential Permit Parking District 44, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Falls Hill Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Gordons Road (Route 1129):*

From Chestnut Street to Dale Drive,

From Shreve Road to Chestnut Street, south side only

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Parking is prohibited along the residential portions of the described street blocks, both sides, except as otherwise provided herein. Within the Falls Hill Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 3:30 p.m., Monday through Friday, when school is in session, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One (1) free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Falls Hill Residential Permit Parking District shall expire on November 30, 2013. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

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

(19-12-G-44)

**G-45. Pine Spring Residential Permit Parking District.**

- (a) *Purpose and Intent.* The Pine Spring Residential Permit Parking District is established to protect this residential area from polluted air, excessive noise, and other adverse impacts of automobile commuting; to protect the residents of these areas from unreasonable burdens in gaining access to their property; and to preserve the residential character of the area and the property values therein.
- (b) *District Designation.*
  - (1) The Pine Spring Residential Permit Parking District is designated as Residential Permit Parking District 45, for the purposes of signing and vehicle decal identification.
  - (2) Blocks included in the Pine Spring Residential Permit Parking District are shown on the Official Residential Permit Parking District map and are described below:

*Arlington Boulevard (service road):*

From Fairmont Street to Cedar Hill ~~Road~~ Road, north side only-

*Cedar Hill Road (Route 2921):*

East side, from Arlington Boulevard service road to the eastern intersection with Woodberry Lane-

West side, from Arlington Boulevard service road to the western intersection with Woodberry Lane

(c) *District Provisions.*

- (1) This District is established in accordance with and is subject to the provisions set forth in Article 5A of Chapter 82.
- (2) Within the Pine Spring Residential Permit Parking District, parking is prohibited from 8:00 a.m. to 5:00 p.m., Monday through Friday, except as permitted by the provisions of Article 5A of Chapter 82.
- ~~(3) One free transferable visitor pass per address shall be issued in the name of a bona fide resident of said address. However, visitor passes shall not be issued to multifamily or townhouse addresses, which have off-street parking lots provided.~~
- ~~(4) Owners of property in the District who are not bona fide residents of said District may obtain a temporary visitor parking pass for a period not to exceed two (2) weeks.~~
- ~~(5)~~(3) All permits and visitor passes for the Pine Spring Residential Permit Parking District shall expire on November 30, 2013. Thereafter, all permits and visitor passes may be renewed in accordance with Article 5A of Chapter 82 and the renewal procedures established by Fairfax County Department of Transportation.

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

NO PARKING  
8:00 a.m. - 5:00 p.m.  
Except by Permit  
District 45

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ADMINISTRATIVE – 4

Authorization to Advertise a Public Hearing on a Proposal to Abandon a Part of Lyles Road and Convey the Abandoned Right-of-Way to ECHO, Incorporated (Lee District)

ISSUE:

Board authorization to advertise a public hearing on a proposal to abandon a part of Lyles Road and convey the abandoned right-of-way to ECHO, Incorporated (the Applicant).

RECOMMENDATION:

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

TIMING:

The Board should take action on December 3, 2013, to provide sufficient time to advertise the public hearing for January 14, 2014, at 4:00 p.m.

BACKGROUND:

The Applicant is requesting that part of Lyles Road be abandoned and that the abandoned parcel be conveyed to it for fair market value. Lyles Road is unimproved; and, therefore, not in the Virginia Department of Transportation (VDOT) State Secondary System.

The request is being made as part of ECHO's long-term planning. As an independent community services nonprofit the applicant is requesting the abandonment and conveyance of part of Lyles Road to incorporate into a future planned development of the site.

The right-of-way is not eligible for vacation under Virginia Code §15.2-2270 or Virginia Code §15.2-2272, because it was acquired through condemnation.

Traffic Circulation and Access

The abandonment will have no long-term impact on pedestrian, transit, or vehicle circulation and access. The applicant has committed to maintain the existing pedestrian and bike access through the right-of-way being abandoned. There is no current through motor vehicle access on this right-of-way.

Board Agenda Item  
December 3, 2013

Easements

Public easement needs have been identified by the Department of Transportation, the Department of Public Works and Environmental Services, and Fairfax Water. Verizon and Dominion Virginia power had also identified facilities within the area to be abandoned. The easement commitments will be executed as part of the final conveyance to the Applicant. No other easement needs were identified.

Conveyance

Since the area to be abandoned is no longer needed for road improvement purposes and since the small size of the parcel (2,713 sq. ft.) makes it unsuitable for any other public use, the County will serve the greater public benefit by conveying the parcel to Applicant for its fair market value of \$2,713.

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

FISCAL IMPACT:

The proceeds from the sale will be deposited in the County's general fund.

ENCLOSED DOCUMENTS:

Attachment I: Statement of Justification  
Attachment II: Notice of Intent  
Attachment III: Order of Abandonment  
Attachment IV: Resolution to Convey  
Attachment V: Abandonment Plat  
Attachment VI: Metes and Bounds Description  
Attachment VII: Vicinity Map

STAFF:

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

David R. Lasso

(703) 760-1678

drlasso@venable.com

August 23, 2011

Mr. Donald Stephens  
FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
4050 Legato Road, Suite 400  
Fairfax, Virginia 22033-2895

**RE: LETTER OF REQUEST AND JUSTIFICATION FOR THE ABANDONMENT  
OF A PORTION OF THE LYLES ROAD RIGHT-OF-WAY LYING BETWEEN 7205  
AND 7209 OLD KEENE MILL ROAD**

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Dear Mr. Stephens:

This firm represents Ecumenical Community Helping Others, Inc. (“ECHO” or the “Applicant”) on a pro bono basis with regard to the Applicant’s real estate and zoning matters. ECHO respectfully requests that Fairfax County abandon that portion of the Lyles Road right-of-way which lies between 7205 Old Keene Mill Road (Tax Map # 0901 ((01)) 0051A) and 7209 Old Keene Mill Road (Tax Map # 0901 ((01)) 0051).

ECHO currently owns the lots on either side of the referenced portion of the Lyles Road right-of-way. ECHO’s offices are located at 7205 Old Keene Mill Road and 7209 Old Keene Mill is vacant. ECHO has not yet decided upon the best use of the vacant parcel and will have to raise funds prior to any sort of development. In the interim, ECHO intends to take good care of the vacant parcel, but needs to be able to have full access to this lot. As a consequence, ECHO is requesting that the County eliminate the existing Lyles Road right-of-way that bisects the two parcels.

In anticipation of the abandonment, ECHO agrees to continue to preserve and maintain the existing pedestrian trail through its property, as a substitute for the abandoned Lyles Road, so that pedestrian and bike access to Old Keene Mill Road will remain. ECHO retains the right to traverse the trail for ECHO’s uses and, while the Applicant intends for the trail to be located in generally the same area as the Lyles Road right-of-way, will have the right to relocate the trail should a future development require a relocation.

VENABLE<sup>®</sup><sub>LLP</sub>

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Mr. Donald Stephens  
FAIRFAX COUNTY DEPARTMENT OF TRANSPORTATION  
August 23, 2011  
Page 2 of 2

Thank you for your assistance with this abandonment request. On behalf of ECHO, we look forward to working with the County to secure its approval. Should you have any questions, please feel free to contact the undersigned.

Sincerely,



David R. Lasso

cc: Mr. Bob Diegelman, President  
*Ecumenical Community Helping Others, Inc.*

## NOTICE OF INTENT TO ABANDON AND CONVEY

PORTIONS OF  
LYLES ROAD  
LEE DISTRICT,  
Fairfax County, Virginia

Notice is hereby given that the Board of Supervisors of Fairfax County, Virginia, will hold a public hearing on January 14, 2013, at 4:00 PM during its regular meeting in the Board Auditorium at the Fairfax County Government Center, 12000 Government Center Parkway, Fairfax, VA, pursuant to Virginia Code 33.1-157, to consider the proposed abandonment of portions of a public road known as Lyles Road in the vicinity of Old Keene Mill Road and, concurrently, the conveyance of the same to ECHO, Incorporated. The road is located on Tax Map 90-1 between Tax Map 90-1 ((1)) Parcel 39 and Tax Map 90-1 ((1)) Parcel 51, and is described and shown on the metes and bounds schedule dated May 13, 2011, and abandonment plat dated March 13, 2012, both prepared by Christopher Consultants and on file in the Fairfax County Department of Transportation, 4050 Legato Road, Ste. 400, Fairfax Virginia, 22033, telephone number 703-877-5600.

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

LEE DISTRICT

ORDER OF ABANDONMENT OF

PORTIONS OF  
LYLES ROAD

LEE DISTRICT,  
Fairfax County, Virginia

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held this 14th day of January, 2014, it duly moved and seconded that:

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

BE IT ORDERED:

That portions of LYLES ROAD in the vicinity of Old Keene Mill Road, located between Tax Map 90-1 ((1)) Parcel 39 and Tax Map 90-1 ((1)) Parcel 51, and described and shown on the metes and bounds schedule dated May 13, 2011, and abandonment plat dated March 13, 2012, both prepared by Christopher Consultants and attached hereto and incorporated herein, be and the same is hereby abandoned as a public road pursuant to Virginia Code § 33.1-157.

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

A Copy Teste:

---

Catherine A. Chianese  
Clerk to the Board

**RESOLUTION**

At a regular meeting of the Board of Supervisors of Fairfax County, Virginia, held in the Board Auditorium in the Fairfax County Government Center at Fairfax, Virginia, on Tuesday, January 14, 2014, at which a quorum was present and voting, the following resolution was adopted:

**WHEREAS**, the Board of Supervisors has approved the abandonment of part of Lyles Road located between Tax Map 90-1 ((1)) Parcel 39 and Tax Map 90-1 ((1)) Parcel 51, described and shown on the metes and bounds schedule dated May 13, 2011 and abandonment plat dated March 13, 2012, both prepared by Christopher Consultants,

**WHEREAS**, ECHO, Incorporated, (Applicant) seeks to acquire the fee simple interest in the parcel created by said abandonment for fair market value consideration,

**WHEREAS**, the County has no current or planned use for the parcel created by the abandonment,

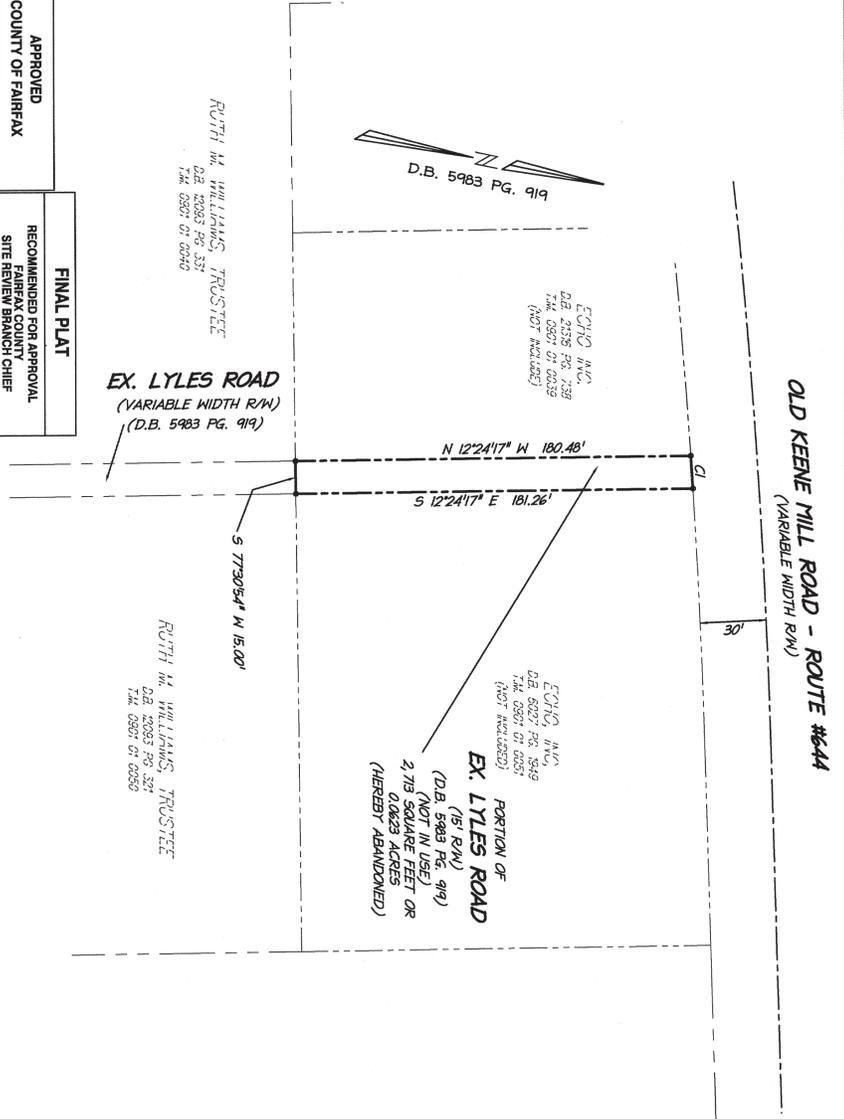
**WHEREAS**, the Board of Supervisors finds that it would be in the best interest of the residents of Fairfax County to convey in consideration of fair market value the real property as described above to the Applicant.

**NOW, THEREFORE**, upon public hearing duly advertised according to law, it is **RESOLVED** that, in consideration of the fair market value of the parcel, the County Executive or Deputy County Executive is hereby authorized to execute all necessary documents to convey the real property described above to the Applicant.

A Copy Teste:

---

Catherine A. Chianese  
Clerk to the Board of Supervisors



**APPROVED**  
 COUNTY OF FAIRFAX  
 OFFICE OF SITE PERMITS SERVICE  
 SANITARY SEWER SECTION

**APPROVED**  
 COUNTY OF FAIRFAX  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA

**APPROVED**  
 COUNTY OF FAIRFAX  
 OFFICE OF PUBLIC WORKS  
 AND ENVIRONMENTAL SERVICES  
 FAIRFAX, VIRGINIA

**APPROVED**  
 COUNTY OF FAIRFAX  
 PERMITS DIVISION - SITE PERMITS SECTION  
 STREET ADDRESS FUNCTION

**FINAL PLAT**

**RECOMMENDED FOR APPROVAL**  
 FAIRFAX COUNTY  
 SITE REVIEW BRANCH CHIEF

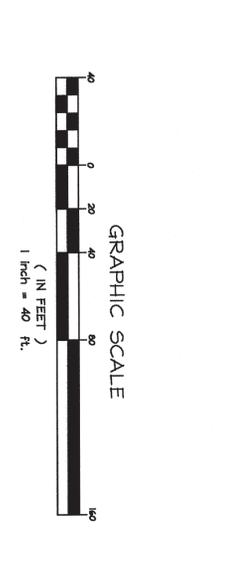
**APPROVED FOR**  
 BOARD OF SUPERVISORS  
 FAIRFAX COUNTY, VIRGINIA

**APPROVED**  
 COUNTY OF FAIRFAX  
 OFFICE OF PUBLIC WORKS  
 AND ENVIRONMENTAL SERVICES  
 FAIRFAX, VIRGINIA

**APPROVED**  
 COUNTY OF FAIRFAX  
 PERMITS DIVISION - SITE PERMITS SECTION  
 STREET ADDRESS FUNCTION

I HEREBY CERTIFY THAT ALL NECESSARY PERMITS REQUIRED BY THE CITY AND COUNTY HAVE BEEN OBTAINED AND THAT THE PROPOSED WORK WILL BE CONDUCTED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

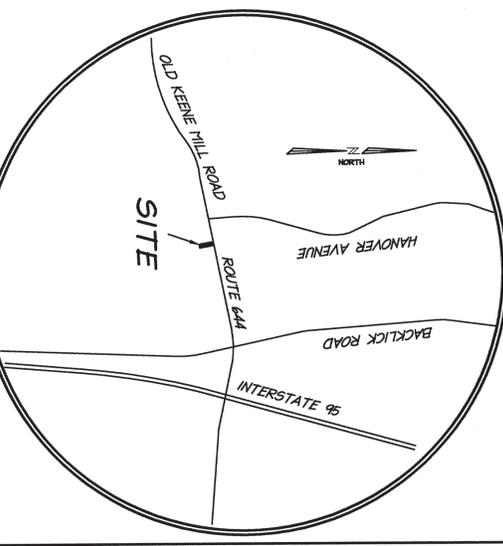
*[Signature]*  
 TITLE  
 DATE: 3/16/2012



**FLOOD ZONE NOTE**

THE PROPERTY SHOWN HEREON IS LOCATED ON THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 5802020000, EFFECTIVE DATE SEPTEMBER 17, 2004.

A FIELD SURVEY WAS NOT PERFORMED TO DETERMINE THE FLOOD ZONES LISTED HEREON. AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS INFORMATION OR APPLICABLE FOR A VARIANCE FROM THE FEDERAL EMBAYMENT STANDARD.



- GENERAL NOTES**
- THE ADJOINING PROPERTIES SHOWN HEREON ARE IDENTIFIED ON FAIRFAX COUNTY RECORDS AS DEED BOOK 5983 PAGE 919 AND DEED BOOK 5983 PAGE 917. THE ADJOINING PROPERTIES ARE ZONED P-4.
  - TAX MAP 000-01-0001 IS CURRENTLY IN THE NAME OF ECHO, INC. AS RECORDED IN DEED BOOK 5983 PAGE 919. THE PROPERTY IS SHOWN PER DEED BOOK 5983 PAGE 917 IN THE NAME OF ECHO, INC. AS RECORDED IN DEED BOOK 5983 PAGE 917.
  - THE BOUNDARY INFORMATION SHOWN HEREON IS BASED ON A SURVEY BY THIS FIRM ON APRIL 19, 2011.
  - HORIZONTAL DATUM SHOWN HEREON IS RECORD NORTH AS SHOWN IN DEED BOOK 5983, PAGE 919, ALONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.
  - A TITLE REPORT WAS FURNISHED BY WALKER TITLE, LLC AND HAS BEEN INCORPORATED HEREON. REFERENCED UNDER THE TITLE LINES, RIGHT-OF-WAY'S, EASEMENTS, ENCUMBRANCES OR OTHER INSTRUMENTS AFFECTING THE SUBJECT PROPERTY ARE SHOWN PER DEED NUMBER AND EFFECTIVE DATE APRIL 5, 2011 AT 9:00 AM.
  - SHOULD ANY OF THE EXISTING UTILITIES LOCATED WITHIN THE EXISTING RIGHT-OF-WAY BE DISRUPTED AFTER THE RIGHT-OF-WAY IS ABANDONED, SUCH EASEMENTS WILL BE GRANTED.

**SURVEYOR'S CERTIFICATE**

I, BRIAN W. SNIER, A DUTY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DEPICTED BY THIS PLAT IS NOW IN THE NAME OF BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, AS RECORDED IN DEED BOOK 5983 AT PAGE 919 ALONG THE LAND RECORDS OF FAIRFAX COUNTY, VIRGINIA.

I FURTHER CERTIFY THAT THE LAND EMPRACED IN THIS VACATION AND ABANDONMENT HAS BEEN THE WHOLE OF THE ORIGINAL TRACT AND THAT ALL CORNERS ARE REFERENCED TO DEED BOOK 5983 PAGE 919 IN ACCORDANCE WITH THE REQUIREMENTS OF THE FAIRFAX COUNTY SUBDIVISION ORDINANCE.



SCALE: 1" = 40'

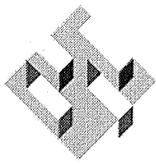
DATE: 03/13/12

DRAWN: BMS  
 CHECKED: KLS  
 SHEET NO. 1 OF 1

PLAT SHOWING  
 THE ABANDONMENT OF A PORTION OF  
**LYLES ROAD**  
 (DEED BOOK 5983 PAGE 919)

LEE DISTRICT      FAIRFAX COUNTY, VIRGINIA

**christopher consultants**  
 engineering · surveying · land planning  
 9417 innovation drive · manassas, va 20110  
 703.393.9887 · 1-800-833-8008  
 (140)



**Description of  
A portion of Lyles Road  
(to be abandoned)  
Lee Magisterial District  
Fairfax County, Virginia  
May 13, 2011**

Beginning at a point on the southerly right-of-way of Old Keene Mill Road – Route #644 (variable width R/W), said point being the northwesterly corner of the land of Echo, Inc. (Deed Book 5983 Page 1949) (Tax Map 0901-01-0051);

Thence, departing the southerly right-of-way of Old Keene Mill Road and with the land of Echo, Inc. (Tax Map 0901-01-0051) S 12°24'17" E a distance of 181.84 feet (passing over an iron pipe found at 0.57 feet) to a point, said point being the southeasterly corner of the land of Echo, Inc. (Tax Map 0901-01-0051) and the northwesterly corner of the land of Ruth M. Williams, Trustee (Deed Book 12093 page 321) (Tax Map 0901-01-0050);

Thence, departing the land of Echo, Inc. (Tax Map 0901-01-0051) and Ruth M. Williams, Trustee (Tax Map 0901-01-0050) and as to cross and include the existing right-of-way of Lyles Road S 77°30'54" W a distance of 15.00 feet to a point, said point being the northeasterly corner of the land of Ruth M. Williams, Trustee (Deed Book 12093 Page 331) (Tax Map 0901-01-0040) and the southeasterly corner of the land of Echo, Inc. (Deed Book 21316 Page 738) (Tax Map 0901-01-0039);

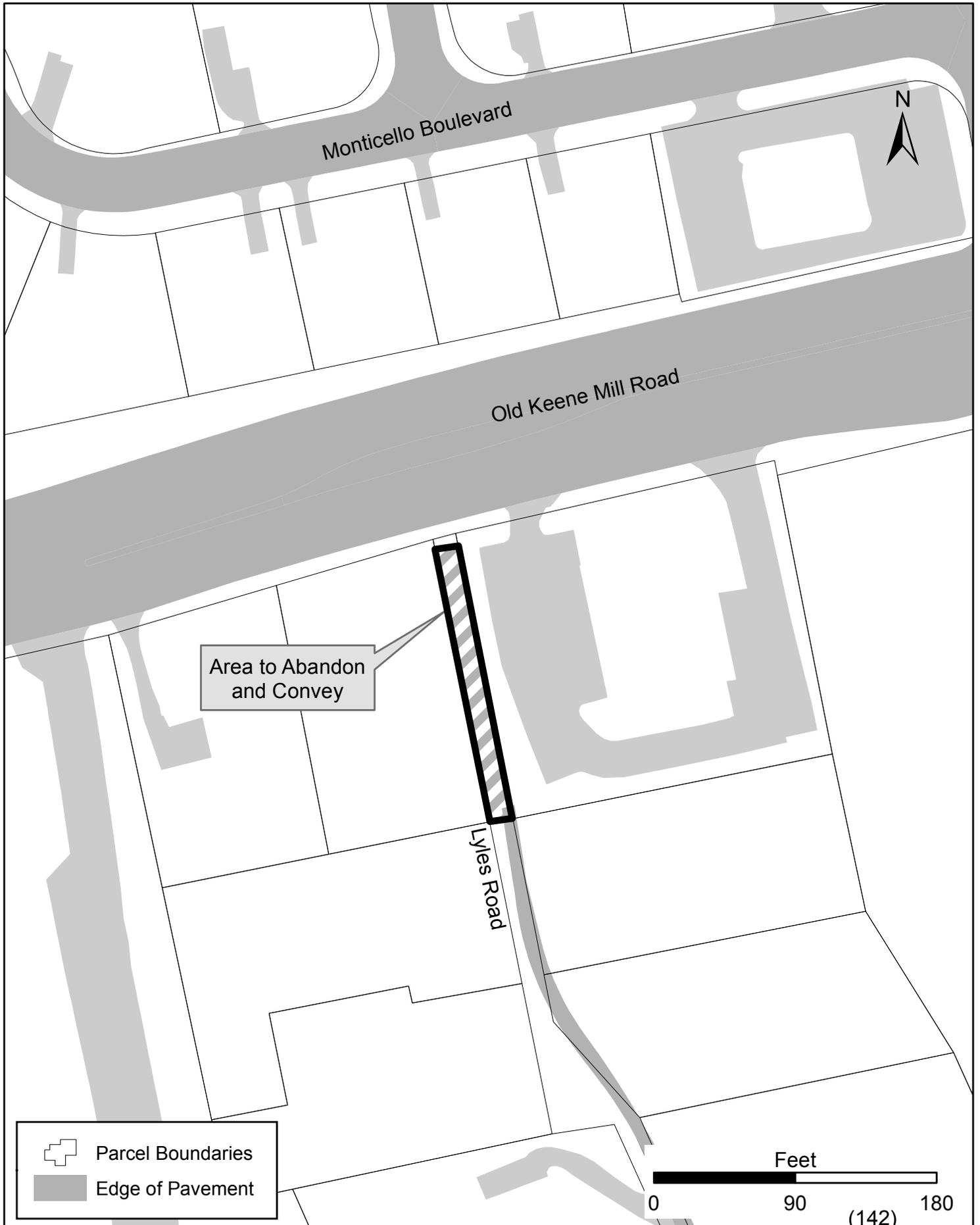
Thence, departing the land of Ruth M. Williams, Trustee (Tax Map 0901-01-0040) and with the land of Echo, Inc. (Tax Map 0901-01-0039) N 12°24'17" W a distance of 180.86 feet to a point on the aforementioned southerly right-of-way of Old Keene Mill Road;

Thence, departing the land of Echo, Inc. (Tax Map 0901-01-0039) and with the southerly right-of-way of Old Keene Mill Road N 77°35'43" E a distance of 15.00 feet to the point of beginning.

**Containing 2,728 square feet or 0.06263 acres, more or less.**



Vicinity Map - Tax Map 80-3 & 90-1



ADMINISTRATIVE – 5

Streets into the Secondary System (Sully District)

ISSUE:

Board approval of streets to be accepted into the State Secondary System.

RECOMMENDATION:

The County Executive recommends that the street(s) listed below be added to the State Secondary System.

<u>Subdivision</u>	<u>District</u>	<u>Street</u>
Addition to Fair Lakes Crossing	Sully	Cochran Place
		Scotch Run Court
		Stringfellow Road (Route 645) (Additional Right-of-Way Only)

TIMING:

Routine.

BACKGROUND:

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

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Forms

STAFF:

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

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Print Form

# Street Acceptance Form For Board Of Supervisors Resolution - June 2005

<p><b>FAIRFAX COUNTY BOARD OF SUPERVISORS</b>  <b>FAIRFAX, VA</b></p> <p>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.</p>	<p><b>VIRGINIA DEPARTMENT OF TRANSPORTATION - OFFICE OF THE ENGINEERING MANAGER, FAIRFAX, VIRGINIA</b></p> <p>REQUEST TO THE ENGINEERING MANAGER, FOR INCLUSION OF CERTAIN SUBDIVISION STREETS INTO THE STATE OF VIRGINIA SECONDARY ROAD SYSTEM.</p>		
<p><b>PLAN NUMBER:</b> 9904-SP-02</p>			
<p><b>SUBDIVISION PLAT NAME:</b> Addition to Fair Lakes Crossing</p>			
<p><b>COUNTY MAGISTERIAL DISTRICT:</b> Sully</p>			
<p><b>FOR OFFICIAL USE ONLY</b></p>			
<p><b>ENGINEERING MANAGER:</b> Terry L. Yates, P.E.</p>			
<p><b>BY:</b> <i>Terry L. Yates</i></p>			
<p><b>DATE OF VDOT INSPECTION APPROVAL:</b> 09/24/2013</p>			
STREET NAME	LOCATION		MILE LENGTH
	FROM	TO	
Cochran Place	CL Marshall Crown Road (Route 4978) - 386' SE CL Northbourne Drive (Route 6935)	1,411' SE to End of Cul-de-Sac	0.27
Scotch Run Court	CL Marshall Crown Road (Route 4978) - 542' E CL Devereaux Court Road (Route 10085)	553' NE to CL Cochran Place	0.10
Stringfellow Road (Route 645) (Additional Right-of-Way Only)	315' N CL Fair Lakes Boulevard (Route 7735)	844' N to End of Dedication	0.00
<p><b>NOTES:</b></p>			<b>TOTALS:</b> 0.37
<p>Cochran Place: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.</p>			
<p>Scotch Run Court: 4' Concrete Sidewalk on Both Sides to be maintained by VDOT.</p>			

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ACTION - 1

Reinstatement of Funding for OPA/Team/Managerial Awards Program and  
Implementation of an Incentive Reinvestment Initiative for Employee Development

ISSUE:

Board approval of the reinstatement of monetary awards for Outstanding Performance Awards (OPAs)/Team Awards/Managerial Excellence Awards for employee recognition and implementation of an Incentive Reinvestment Initiative for employee development.

RECOMMENDATION:

The County Executive recommends Board of Supervisors' approval of the reinstatement of funding for the OPA/Team/Managerial Excellence awards program and the implementation of an Incentive Reinvestment Initiative for employee development.

TIMING:

Action is requested on December 3, 2013, to permit a January 1, 2014 implementation.

BACKGROUND:

Funding for the Employee Awards Program (Outstanding Performance, Team Excellence and Managerial Excellence Awards) was eliminated as part of the budget reduction in FY2010. At that time recipients received a \$300 net award, a certificate, a special coffee mug and a day off. When funding was eliminated, an additional day off was provided in lieu of the cash award.

As part of the county's efforts that emphasize the critical importance of employee development and succession planning, it is important to recognize those employees who perform in an outstanding manner. A recent review of the county's employee award programs by a cross-county workgroup recommended reinstatement of funding. The recommended reinstatement of the \$300 net award sends a positive message to the workforce the employee awards program is a priority for the Board and senior management. The cost of reinstating the \$300 will be minimal, offset by returning to one day off rather than the two days off currently provided with the award.

In addition, a new Incentive Reinvestment Initiative for employee development is recommended for implementation beginning with the FY 2014 Third Quarter Review.

Board Agenda Item  
December 3, 2013

While county agencies have sustained significant reductions in funding over the past several years as a result of the economic downturn, an incentive element in the budget process is a valuable tool. Employee development and a robust succession planning program are essential to ensure that the county workforce remains highly qualified. A strong workforce that is able to compete for positions, in view of the large number of pending retirements, is essential.

To encourage staff to identify additional savings and efficiencies, a new Incentive Reinvestment Initiative is being proposed. This initiative will foster agency savings actions by allowing County departments to retain a portion of the savings generated to reinvest in employees. While these savings are not anticipated to be significant, any funding retained by agencies will be reinvested into employee training, conferences and other employee development and succession planning opportunities. As a target, General Fund agencies will be challenged to save an amount equal to 1 percent of their personnel budget or approximately \$6.8 million of which 50 percent will be returned to the General Fund and 50% will be retained by agencies. In order to accommodate these savings which will most likely be generated close to year end, the balance of these savings will be treated as unencumbered carryover for one year.

FISCAL IMPACT:

Reinstatement of the employee's award stipend will have minimal cost since one of the two days of administrative leave currently granted will be reduced to one day.

Since agency budgets have been severely constrained over the past few years due to the impact of the great recession, significant savings from the Incentive Reinvestment Initiative are not anticipated. However, any savings identified as part of this initiative, 50 percent returned to the General Fund, can be redirected as part of the Third Quarter Review to address other pressing requirements. The remaining 50 percent will be required to be reinvested in employee development and succession planning efforts.

ENCLOSED DOCUMENTS:

None

STAFF:

Edward L. Long Jr, County Executive

Board Agenda Item  
December 3, 2013

ACTION - 2

Approval of Memorandum of Agreement with the Sheriff Concerning Personnel Administration and Grievance Procedure

ISSUE:

Board approval of entering into a Memorandum of Agreement with the Sheriff to memorialize the long-standing agreement between the Board of Supervisors and the Sheriff placing the Sheriff's employees under the County's Personnel System and Grievance Procedure.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors enter into the Memorandum of Agreement with the Sheriff, memorializing the agreement between the Board and the Sheriff regarding the placement of her employees under the County's Personnel System and Grievance Procedure, and authorize the County Executive to sign the Memorandum of Agreement on behalf of the Board.

TIMING:

Immediate.

BACKGROUND:

State law permits, but does not require, Constitutional Officers, such as the Sheriff, by agreement with the governing body of the locality in which they serve, to place their employees under the governing body's personnel system and grievance procedure. Va. Code Ann. § 2.2-3008. Since the 1970's, the Sheriffs of Fairfax County, by agreement with the Board of Supervisors, have placed their employees under the County's Personnel System and Grievance Procedure.

The attached Memorandum of Agreement continues the existing practice. All positions in the Sheriff's Office retain their existing assignment to either the County's merit service or the County's exempt service.

FISCAL IMPACT:

None.

Board Agenda Item  
December 3, 2013

ENCLOSED DOCUMENTS:

Attachment 1 -- Draft Memorandum of Agreement between the Sheriff of Fairfax County, Virginia and the Board of Supervisors of Fairfax County, Virginia  
Attachment 2 – Report of Total Employees as of **11/25/2013**

STAFF:

Stacey A. Kincaid, Sheriff, Fairfax County  
Karen L. Gibbons, Senior Assistant County Attorney

**MEMORANDUM OF AGREEMENT**

WHEREAS, the Board of Supervisors of Fairfax County, Virginia (“the Board”) has previously established and continues to maintain a personnel system, including a classification plan and a uniform pay plan, as reflected in the ordinances codified at Fairfax County Code §§ 3-1-1 through 3-1-24 (“Personnel Ordinance”), in the Personnel Regulations Governing the Operation of the Fairfax County Merit System (“Personnel Regulations”) adopted by the Board, and in the various procedural directives and memoranda issued by the County Executive and the Director of Human Resources pursuant to the Personnel Ordinance and Personnel Regulations (collectively the “Personnel System”), and the Board has previously established and continues to maintain a grievance procedure for its employees, that is set forth in Chapter 17, “GRIEVANCE PROCEDURE,” of the Personnel Regulations (“Grievance Procedure”), as required and authorized by state law, including, but not limited to, Va. Code Ann. §§ 15.2-1506 and 15.2-1507; and

WHEREAS, since 1974, by agreement of the Board and the Sheriffs of Fairfax County, Virginia, as authorized by state law, currently codified at Va. Code Ann. § 2.2-3008, the Sheriffs have placed themselves and their employees under the Personnel System and the Grievance Procedure established by the Board for its employees; and

WHEREAS, Stacey A. Kincaid, the Sheriff of Fairfax County, Virginia (“the Sheriff”) and the Board (collectively “the parties”) desire to continue this agreement and to memorialize it in writing:

NOW, THEREFORE, pursuant to Va. Code Ann. § 2.2-3008, the Sheriff and the Board are mutually agreed as follows:

1. The Board, by agreement with the Sheriff, continues to accept the Sheriff and her employees in the Personnel System that the Board has established for its employees.

2. For purposes of the Personnel System:

a. The Sheriff, who is a constitutional officer, and her two Chief Deputy Sheriffs, shall be exempt employees;

b. All positions in the Sheriff's Office and all employees of the Sheriff shall be assigned to either the merit service or the exempt service under the Personnel System;

c. All positions in the Sheriff's Office and all employees of the Sheriff as of the date of execution of this memorandum of agreement shall continue their present status as either merit or exempt, as reflected in the report entitled "Total Employees as of ~~9/30/2013~~ 11/25/2013", a copy of which is attached hereto and is hereby incorporated by reference, unless and until such status is subsequently changed in accordance with the provisions of the Personnel System; and

d. The Sheriff shall be the appointing authority for her employees.

3. The Board, by agreement with the Sheriff, continues to accept the Sheriff and her employees in the Grievance Procedure that the Board has established for its employees. By agreement of the parties, the employees of the Sheriff shall continue to have access to the Board's Grievance Procedure on the same basis as employees of the Board in accordance with the provisions of the Grievance Procedure.

4. For purposes of the Grievance Procedure, the Sheriff is the Agency Head.

5. The term of this memorandum of agreement shall be indefinite. Either the Board or the Sheriff may terminate this memorandum of agreement at any time by providing the other party with thirty (30) days' notice in writing of its intent to terminate the memorandum of

agreement. The Sheriff shall give such notice to the Board by delivering or mailing it to the County Executive. The Board shall give such notice by delivering or mailing it to the Sheriff. If delivered, notice is given as of receipt; if mailed, it is given three (3) days after the date of mailing.

6. The parties are mutually agreed that this memorandum of agreement does not alter or modify in any way the duties, powers, authorities, and responsibilities each separately has under the Virginia Constitution and the laws of the Commonwealth nor does it alter the relationship between the Sheriff as a constitutional officer and the Board as the governing body of the County of Fairfax under the Virginia Constitution and the laws of the Commonwealth. The parties are further mutually agreed that the sole purpose of this memorandum of agreement is to provide a system of personnel administration and a grievance procedure for the Sheriff and her employees. The parties are also mutually agreed that this memorandum of agreement does not in any way limit the authority of the Board to make such changes in its Personnel System and Grievance Procedure as it deems appropriate from time to time.

7. The effective date of this memorandum of agreement is the date by which both parties have executed this memorandum of agreement as indicated by the signatures and dates set forth below.

**WITNESS OUR HANDS AND SEALS:**

**BOARD OF SUPERVISORS  
OF FAIRFAX COUNTY, VIRGINIA**

**By** \_\_\_\_\_  
**Edward L. Long Jr.**  
**County Executive**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Stacey A. Kincaid**  
**Sheriff, Fairfax County, Virginia**

**Date:** \_\_\_\_\_

**Total Employees as of 11/25/2013**

Totals	
Deputy I	45
Deputy II / PFC	230
Deputy II / MDS	114
Deputy Sheriff Sergeant	51
Deputy Sheriff 2nd Lieutenant	40
Deputy Sheriff 1st Lieutenant	20
Deputy Sheriff Captain	8
Deputy Sheriff Major	4
Deputy Sheriff Lt. Colonel	<u>2</u>
Sheriff	<u>1</u>
<b>Total Sworn Positions</b>	<b>515</b>
Administrative Assistant II	4
Administrative Assistant III	9
Administrative Assistant IV	5
Administrative Assistant V	2
Buyer I	1
Correctional Health Nurse I	20
Correctional Health Nurse II	3
Correctional Health Nurse III	4
Correctional Health Nurse IV	1
Correctional Health Services Administrator	1
Correctional Technician	13
Financial Specialist I	1
Financial Specialist III	1
General Building Maintenance Worker I	1
Info Tech Program Manager I	1
Information Officer III	1
Library Assistant I	1
Management Analyst II	1
Management Analyst III	1
Management Analyst IV	1
Material Management Specialist I	2
Material Management Specialist III	1
Network/Telecom Analyst I	1
Network/Telecom Analyst II	2
Network/Telecom Analyst III	1
Nurse Practitioner/Physician Asst	2
Programmer Analyst III	1
Public Health Clinical Technician	4
<b>Total Civilian Positions</b>	<b>86</b>
<b>Total Overall Positions</b>	<b>601</b>

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ACTION - 3

Approval of Letter to the Virginia Department of Rail and Public Transportation  
Regarding the Report on Capital Assistance Allocation Methodology for Transit Funding

ISSUE:

Board of Supervisors' endorsement of comments to the Virginia Department of Rail and Public Transportation (DRPT) and Transit Service Delivery Advisory Committee (TSDAC) regarding their report on Capital Assistance Allocation Methodology.

RECOMMENDATION:

The County Executive recommends that the Board endorse the attached letter to the DRPT regarding the TSDAC's report and recommendations on Capital Assistance Allocation Methodology for Transit Funding, which is scheduled to be approved by the Commonwealth Transportation Board on December 4, 2013.

The letter comments on the timeline for approving the methodology. DRPT officials have offered differing timelines for approval of the capital funding methodology. Further, the letter notes concerns that the 45-day comment period began prior to decisions being made on items that had the most debate. This has resulted in insufficient time to submit comments.

The letter further addresses the concerns of Fairfax County and other transit services in Northern Virginia regarding DRPT's decision to change the allocation of state share from the non-federal (net) cost of a project to the total (gross) costs. As the Fairfax Connector and several other Northern Virginia systems do not receive federal funds, this change will significantly increase the local contributions required by our jurisdictions for these transit services.

TIMING:

The Board of Supervisors should act on this item on December 3, 2013, so that the County can provide comments to DRPT and the Commonwealth Transportation Board prior to its December 4, 2013, meeting. This item is expected to be discussed at the November 26, 2013, Legislative Committee Meeting.

BACKGROUND:

During its 2013 Session, the Virginia General Assembly passed SB 1140 which directed DRPT to investigate alternative ways to allocate formula transit assistance. The bill also required capital funds to be allocated and distributed utilizing a tiered approach. The bill directs this approach to be evaluated by the Transit Service Delivery Advisory

Committee (TSDAC) along with the DRPT and established by the Commonwealth Transportation Board for capital purposes, based on asset need and anticipated state participation level and revenues. The DRAFT Report based on this approach is included as Attachment II.

TSDAC has made decisions regarding the total number of capital tiers (three) and the definition of each, the use of multi-year funding agreements, and the need and use of a reserve fund. The three tiers will have different reimbursement rates, with those capital projects that are deemed to be of higher priority receiving higher reimbursement rates. The tiers approved by TSDAC, in order of priority, are:

1. Replacement and Expansion Vehicles: Activities eligible for funding under this tier include the acquisition of rolling stock for either replacement or expansion purposes. Other eligible activities include:
  - Fare collection equipment
  - On-vehicle radios and communication equipment
  - Surveillance cameras for rolling stock
  - Aftermarket installation of farebox, radios, and surveillance cameras
  - Vehicle tracking hardware and software
  - Scheduling hardware and software
  - Rebuilds and mid-life repower of rolling stock
  
2. Infrastructure/Facilities: Activities eligible for funding under this tier include the construction of infrastructure or facilities for transit purposes, such as maintenance facilities, bus shelters, administrative buildings, or guideway infrastructure. Other eligible activities under this tier include:
  - Real estate used for a transit purpose
  - Signage
  - Surveillance/security equipment for facilities
  - Rehabilitation or renovation of infrastructure and facilities
  - Major capital projects
  
3. Other: Activities eligible under this category include, but may not be limited to the following:
  - All support vehicles
  - Shop equipment
  - Spare parts
  - Hardware and software not related to vehicle tracking or scheduling
  - Project development expenses for capital projects
  - Office furniture and other equipment
  - Handheld radios
  - Landscaping
  - Other transit-related capital items

Major Capital Projects would be placed into the appropriate category (most likely Tier 2) based on the nature of the capital item and associated rolling stock would be broken out and funded in Tier 1. The TSDAC agreed to multi-year funding of qualifying projects to spread the funding requirements over several years, with the state participation rate for all years based on the applicable tier percentage from the initial application year.

TSDAC also voted to approve the capital assistance allocation methodology, including a change in calculating the state's share of a capital project based on total (gross) cost instead of non-federal (net) cost. DRPT and TSDAC argued that "non-Federal share is a complicating factor and can be a barrier to the fair treatment of grantees regardless of their choice to seek Federal funding."

DRPT staff noted that changing the methodology would alter the current practice, where systems receive different state assistance rates based on whether they do or do not receive federal funds. Systems that do not receive federal assistance receive more state assistance. However, absent from this equation is the fact that Northern Virginia jurisdictions provide much more local support for transit service than those that receive federal assistance. This change would only increase the local share that Northern Virginia local governments must pay while reducing the share for other systems in the Commonwealth provide far less local funding.

Project Examples:

	Total Cost	Federal Funding	State Funding	Local Funding	State Funding	Local Funding
			(Net)		(Gross)	
<b>Bus</b>			State Match - 75%		State Match - 64%	
System Receiving Federal Funds	\$400,000	\$320,000	\$60,000	\$20,000	\$64,000	\$16,000
System Not Receiving Federal Funds	\$400,000	\$0	\$300,000	\$100,000	\$256,000	\$144,000
<b>Bus Shelter</b>			State Match - 50%		State Match - 33%	
System Receiving Federal Funds	\$38,000	\$30,000	\$4,000	\$4,000	\$6,000	\$2,000
System Not Receiving Federal Funds	\$38,000	\$0	\$19,000	\$19,000	\$12,540	\$25,460

Additionally, it has been argued that receiving federal funds is a choice made by each system. Accepting federal funds would require significant effort on behalf of a transit system and would increase regulations and costs. Furthermore, the Washington Metropolitan region already receives the maximum amount of federal transit assistance

allowed. Therefore, federalizing systems, such as the Fairfax Connector, will only result in higher operating costs that would impact our locality, as well as the rest of the state. Doing so would not result in any new federal funding to the region.

The change from “net” to “gross” undermines the entire “tiered approach” noted above, which was part of the underlying legislation. The stated purpose of the “tiered approach” was to induce grantees to favor investment types seen as higher state priorities. However, the “tier” rates are essentially irrelevant outside of Northern Virginia. This is due to the fact that capital purchases made by other transit systems, no matter what tier, will be predominantly funded by federal assistance coupled with state assistance, with the system only having to provide a small amount of local funding. Therefore, these systems will not have a significant incentive to favor one type of investment over another. Fairfax County and other Northern Virginia systems, however, will be the only ones subject to this “tiered approach” principle, as they will have to provide different amounts of local assistance based on the tiers.

TSDAC member, Cindy Mester from Falls Church, made a proposal that would have partially addressed these concerns by adopting a hold harmless provision for a fixed time or by postponing the implementation date of the change in the approach to calculating the state share. Either approach would have allowed DRPT to base their recommendation on more accurate data and with much needed information on how federal funding will affect the allocation of state capital funds over the next three years. While two members supported these proposals (Ms. Mester and Potomac and Rappahannock Transportation Commission Executive Director Al Harf), both proposals were rejected by TSDAC.

Following that vote, TSDAC voted on the entire report, with Ms. Mester and Mr. Harf casting no votes, due to these concerns. They have also submitted a dissenting report (Attachment III).

CTB is scheduled to take action on TSDAC’s capital recommendations on December 4.

Along with its recommendation on the Performance Based Operating Allocation, TSDAC requested the formation of a technical working group to address outstanding issues including data collection and defining outcome based measures of effectiveness, such as congestion reduction, economic benefit, and access to health and educational opportunities. Based on the discussion of problems with the capital allocation, TSDAC agreed to expand the scope of the working group to include consideration of a hold harmless approach. Based on subsequent discussions, the working group may be divided into two components - one working on capital assistance and the other on operating assistance. Northern Virginia Transportation Commission (NVTC) staff, in coordination with the jurisdictions, will identify representatives to serve on the working group for both the operating assistance allocation issues and the capital allocation issues.

FISCAL IMPACT:

Based on the FY 2015-2019 Capital Programs, over that five-year period, the change from “net” to “gross” cost considerations in the transit capital formula will increase the local capital contribution required in NVTC jurisdictions by an estimated \$17 million above what the local contribution would have been, if all transit funding was allocated by the existing formula. Typically, Fairfax County receives about half of the state transit assistance received by NVTC. Further, due to assumptions made by DRPT in the development of the funding projects, which are subject to change, as well as the underlying proposed capital programs, the amount is subject to change based on additional information and numerous factors included in the formula.

ENCLOSED DOCUMENTS:

Attachment I: Proposed Letter to the Virginia Department of Rail and Public Transportation and Northern Virginia Commonwealth Transportation Board Members with Comments on the Capital Allocation Report

Attachment II: DRAFT TSDAC Capital Assistance Allocation Methodology for Transit Funding Report

Attachment III: TSDAC Capital Allocation Plan Adopted On October 29, 2013 - Minority Report

STAFF:

Robert A. Stalzer, Deputy County Executive

Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)

Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT

Noelle Dominguez, Coordination and Funding Division, FCDOT

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SHARON BULOVA  
CHAIRMAN

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November 27, 2013

The Honorable Thelma Drake, Director  
Virginia Department of Rail and Public Transportation  
600 East Main Street, Suite 2102  
Richmond, Virginia 23219

Mr. Gary Garczynski  
Northern Virginia Member  
Commonwealth Transportation Board  
13662 Office Place  
Suite 201 B  
Woodbridge, Virginia 22192

Ms. Fran Fisher  
At-Large Urban Member  
Commonwealth Transportation Board  
P.O. Box 3823  
Oakton, Virginia 22124

Reference: Fairfax County Comments on Capital Assistance Allocation Methodology for Transit Funding

Dear Director Drake, Mr. Garzynski, and Ms. Fisher:

On behalf of the Fairfax County Board of Supervisors, I am transmitting Fairfax County's comments regarding the Virginia Department of Rail and Public Transportation (DRPT) and Transit Service Delivery Advisory Committee (TSDAC) Report on Capital Assistance Allocation Methodology for Transit Funding.

As you know, transit service is critically important to Fairfax County and Northern Virginia. Currently, Northern Virginia receives about 75 percent of the Commonwealth's available transit funding, due to the amount of transit service and riders within the region, as compared to the rest of the state. The County provides transit options for our citizens through the Fairfax Connector, Virginia Railway Express (VRE), and the Washington Metropolitan Area Transit Authority (WMATA)'s Metrorail and Metrobus. Any change to transit formulas, whether operating or capital will have a large impact on the County. As such, our comments are as follows:

- We have strong concerns that the 45-day comment period on this report began prior to decisions being made on the most debated issues. This has resulted in insufficient time to submit comments. Further, we are concerned regarding the schedule for CTB Action in December. DRPT officials have offered differing timelines for approval of the capital funding methodology, at one point noting that a report would be provided to the required General Assembly Committees could occur in early-2014. This should be done prior to Commonwealth Transportation Board action, to provide the Committees the opportunity to gather information, ask questions, or provide feedback on the recommended changes before they are enacted. However, it is unclear whether this has happened.
- We are strongly opposed to the TSDAC's vote to change how state transit capital assistance participation is calculated, i.e. "net" versus "gross" costs. This change will result in an outcome where only Northern Virginia will have to increase local support for its capital projects. DRPT staff noted that changing the methodology would change the current practice, where systems receive different state assistance rates based on whether they do or do not receive federal funds. Systems that do not

The Honorable Thelma Drake

November 27, 2013

Page 2 of 2

receive federal assistance do receive more state assistance for transit service. However, absent from this equation is the fact that our jurisdictions provide much more local support than those that receive federal assistance. This change would only increase the local share that we must pay while reducing the share for those other systems in the Commonwealth who provide far less local funding.

- Additionally, it has been argued that receiving federal funds is a choice made by each system. However, applying for federal funds would require significant effort on behalf of a transit system and would increase regulations and costs. Furthermore, the Washington Metropolitan region already receives the maximum amount of federal assistance allowed. Therefore, federalizing systems, such as the Fairfax Connector, will only result in higher operating costs that would impact our locality, as well as the rest of the state. Doing so would not result in any new federal funding to the region.
- This change undermines the entire “tiered approach” premise included in the TSDAC report and underlying legislation. The stated purpose of the “tiered approach” was to induce grantees to favor investment types seen as higher state priorities. However, the "tier" rates are essentially irrelevant outside of Northern Virginia. This is due to the fact that capital purchases made by other transit systems, no matter what tier, will be predominantly funded by federal assistance coupled with state assistance, with the system only having to provide a small amount of local funding. Therefore, these systems will not have a significant incentive to favor one type of investment over another. Fairfax County and other Northern Virginia systems, however, will be the only ones subject to this “tiered approach” principle, as they will have to provide different amounts of local assistance based on the tiers.
- In conclusion, we are strongly opposed to the TSDAC Capital Allocation Report and Methodology, as it increases costs Northern Virginia Transportation Commission localities approximately \$17 million above what the local contribution would have been, if all transit funding was allocated by the existing formula. This is unfair to Fairfax County and all the Northern Virginia localities, which already provide nine times more funding per capita than those outside NVTC’s boundaries.

Thank you for your time and consideration. If you have any questions or need additional information, please contact Noelle Dominguez of the Department of Transportation at [Noelle.Dominguez@faifaxcounty.gov](mailto:Noelle.Dominguez@faifaxcounty.gov) or 703-877-5600.

Sincerely,

Sharon Bulova  
Chairman

Cc: The Honorable Sean Connaughton, Virginia Secretary of Transportation  
Members, Fairfax County Board of Supervisors  
Members, Fairfax County Delegation, Virginia General Assembly  
Edward L. Long Jr, County Executive  
Robert A. Stalzer, Deputy County Executive  
Catherine Chianese, Assistant County Executive  
Tom Biesiadny, Director, Department of Transportation  
Claudia Arko, Legislative Director

Date: October 18, 2013

To: Transit Service Delivery Advisory Committee

From: Department of Rail and Public Transportation Staff

Subject: Capital Allocation Using A Tiered Approach

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**A. Overview**

The Transit Service Delivery Advisory Committee (TSDAC), along with the Director of the Department of Rail and Public Transportation (DRPT), has been charged with evaluating a tiered approach to distributing funds for capital purposes based on asset needs and available revenues. The purpose of the tiered approach is to prioritize assets that the Commonwealth Transportation Board views as the most important to transit in Virginia. The specific charge of the Committee with respect to transit capital funding in Chapter 639 of the 2013 Acts of Assembly is as follows:

*(d) Of the funds pursuant to this section, 25 percent shall be allocated and distributed utilizing a tiered approach evaluated by the Transit Service Delivery Advisory Committee along with the Director of Rail and Public Transportation and established by the Commonwealth Transportation Board for capital purposes based on asset need and anticipated state participation level and revenues. The tier distribution measures may be evaluated by the Transit Service Delivery Advisory Committee along with the Director of Rail and Public Transportation every three years and, if redefined by the Board, shall be published at least one year in advance of being applied. Funds allocated for debt service payments shall be included in the tier that applies to the capital asset that is leveraged.*

As part of its evaluation process TSDAC has addressed the need to provide predictable funding streams, particularly for large capital projects that feature significant costs for several years at a time. However, this must be balanced with the need to maintain some flexibility in the event that revenues substantially decline or capital needs substantially exceed funding based on percentages that are in place. The legislation provides some guidance to the Department with respect to establishing a reserve to allow for state participation percentages that can be held constant for at least a three-year period. Specifically, the Code states:

*(f) The Department of Rail and Public Transportation may reserve a balance of up to five percent of the Commonwealth Mass Transit Fund revenues under this subsection in order to assure better stability in providing operating and capital funding to transit entities from year to year.*

At the request of TSDAC, DRPT staff has prepared a list of proposed capital asset tiers and definitions of each tier. In defining the capital tiers, DRPT and TSDAC considered how funds should be prioritized based on funding needs identified in the state's six-year improvement plan (SYIP). DRPT and TSDAC also considered the ability of transit systems to determine whether a capital project is needed to meet state of good repair needs versus expansion needs, particularly for facilities that will serve both purposes.

DRPT has prepared numerous capital allocation scenarios using both actual capital projects from FY 2012 through FY 2014 as well as planned capital projects for FY 2015 through FY 2019. The different scenarios serve to compare forecasted capital funding needs, by tier, to estimated future revenues. Additionally, DRPT applied the tiered approach to FY 2012 to FY 2014 to provide a sense of the impact of the proposed policy changes. Further scenarios were produced to show the impact of altering the base used to calculate state participation, i.e. Total project cost vs. the non-federal share of the project cost.

The TSDAC has made decisions regarding the total number of capital tiers (three) and the definition of each, the use of multi-year funding agreements, and the need and use of a reserve fund. Additional details regarding the proposed funding allocation strategy and the decisions to date are documented in this memo. The memorandum also describes the two funding allocation approaches still under consideration (allocating grants based on total project costs vs. non-federal share of project costs) and provides a summary of the estimated funding percentages under each approach.

In determining the recommended approach, the TSDAC considered:

- Need for transit agencies to have predictable funding streams, particularly for major capital projects;
- Ability for agencies of diverse sizes to meet state of good repair needs;
- Regional equity; and
- Funding needs forecasted for system expansion projects in future years, as compared to other capital projects.

## **B. Capital Asset Tiers**

The TSDAC recognizes that the tiers and their definitions, as well as the state matching percentages will evolve over time as transit asset needs and available revenues change. This concept is highlighted in the Code section that stipulates provisions around changing the tiers that require a one year advance publication of changes as well as a three year window for review. At its meeting on Monday, July 29, 2013, TSDAC approved three tiers which comprise categories of capital needs. Capital funds would be allocated to each tier based on a matching percentage that reflects the priorities of the Commonwealth Transportation Board (CTB). The tiers are defined as follows:

1. **Replacement and Expansion Vehicles:** Activities eligible for funding under this tier include the acquisition of rolling stock for either replacement or expansion purposes. Other eligible activities include:
  - Line inspection
  - Fare collection equipment
  - On-vehicle radios and communication equipment
  - Surveillance cameras
  - Aftermarket installation of farebox, radios, and surveillance cameras
  - Vehicle tracking hardware and software
  - Scheduling hardware and software
  - Rebuilds and mid-life repower of rolling stock
  
2. **Infrastructure/Facilities:** Activities eligible for funding under this tier include the construction of infrastructure or facilities for transit purposes, such as maintenance facilities, bus shelters, administrative buildings, or guideway infrastructure. Other eligible activities under this tier include:
  - Real estate used for a transit purpose
  - Signage
  - Surveillance/security equipment for facilities
  - Rehabilitation or renovation of infrastructure and facilities
  - Major capital projects
  
3. **Other:** Activities eligible under this category include, but may not be limited to the following:
  - All support vehicles
  - Shop equipment
  - Spare parts
  - Hardware and software not related to vehicle tracking or scheduling
  - Project development expenses for capital projects
  - Office furniture and other equipment
  - Handheld radios
  - Landscaping
  - Other transit-related capital items

Funds allocated for debt service and lease payments will be included in the tier that applies to the underlying capital asset that is being financed.

It is expected that each agency will designate the appropriate tier for each project in its annual grant applications. DRPT will review and confirm these designations as part of the grant approval process. Any capital needs that are not addressed above will be allocated by DRPT to the most appropriate category.

### **C. Multi-Year Funding of Capital Projects**

The TSDAC agreed that Major Capital Projects would be placed into the appropriate category (most likely Tier 2) based on the nature of the capital item, and that associated rolling stock would be broken out and funded in Tier 1. This decision obviated the need to define ‘Major Capital Projects’.

The TSDAC unanimously agreed to multi-year funding of qualifying projects in order to spread the funding requirements over several years, and leverage the available transit capital funding. To qualify for consideration for a multi-year funding agreement, the total cost of the capital project should exceed 15% of the transit providers’ annual operating expenses **or** the project should be for new construction. DRPT and the transit provider will determine the need for a multi-year funding agreement on a case-by-case basis for all qualifying projects. Interest cost may be included in the cost of the project as per existing DRPT regulations, and the state will provide its agreed upon share of the interest expense.

The TSDAC recommends that qualifying projects be funded over several years while maintaining the state participation rate for all years based on the applicable tier percentage from the initial application year (this percentage would be the base percentage – not an adjusted percentage as discussed in Section D. of this memorandum). Project sponsors could enter into an agreement with DRPT that would outline the annual amount and matching percentage of funding for a qualifying project. DRPT would meet these multi-year funding commitments by taking the funds for these projects off-the-top of each year’s available capital funding.

### **D. Annual Revenues and Reserve Fund**

TSDAC recognizes that the CTB must have the ability to adjust state participation in projects in the event that capital funding requests far exceed available funding despite an overarching goal to provide consistent state matching rates for capital projects. The TSDAC agreed to:

#### Establishment, Use and Funding of Reserve Fund

- Establish a reserve balance capped initially at \$10 million to cover shortfalls up to 15% of the annual estimated revenues. The reserve will be established over 2 to 3 years using the Code language allowing a 5% hold-back of revenues that exceed \$160 million in a given year. For FY 2014, this 5% reserve amount is \$3.667 million. Additionally, in all years the capital projects allocations will not completely consume the available revenues because funds will only be allocated in whole percentage points for all three tiers. These excess funds would be allocated to the capital reserve account. The reserve was capped at \$10 million

by TSDAC – not 15% of annual revenues. The 15% or greater shortfall of annual revenues is the threshold set for decreasing the tier percentages. For example, if annual revenues are only 14% short, we will use the reserve to make up the difference and keep the percentages at the set level. If the reserve is not sufficient, we may have unobligated balances that the CTB could allocate to preserve the set percentages or as a last resort, we would roll forward any remaining amount that could not be covered to offset the next year’s revenues. The reason for this approach was to try to maintain the percentages at the stated levels unless only a significant (15%) shortfall occurred. If the last resort occurred and that would cause the next year to be over 15% short, then the transit providers would have at least a year to consider the change in percentages. This process is similar to the way our allocations already work in that we are using estimates of revenues that ultimately either exceed or fall short when compared to actual collections. In either case, we roll that variance forward to the next allocation process.

- For shortfalls that exceed 15% of the available revenues in a given year, the TSDAC agreed that DRPT should adjust funding for all Tier 2 and Tier 3 capital projects **only** by decreasing the percentage match for each tier by one percentage point until there are sufficient funds (including reserve funds) to cover the approved capital requests. The objective of this approach is to preserve Tier 1 match percentages.
- The reserve fund may also be used ‘*to assure better stability in providing operating funding to transit entities from year to year*’ as per the §58.1-638.A.4.b.(2)(f) of the Code of Virginia. It is the TSDAC’s intent that the reserve balance be available if needed for operating purposes, in addition to capital needs.

#### Annual Revenues Exceed Needs

- In years in which available revenues exceed the needs required to meet the stated state matching share for each tier and the reserve account is funded at the stated cap, the TSDAC recommends that the state match percentages be increased by 1 percentage point for all tiers until current-year revenues for transit capital are allocated. Funds will only be allocated in whole percentage points **and** if all three tiers can be adjusted

#### **E. Basis for Funding Allocations: Total Project Cost vs. Non-Federal Share of Project Cost**

This issue involves the dollar value to which the tier percentages should be applied to determine the state allocation amount. The Code of Virginia does not dictate a cost basis to be used for the state capital funding allocation process.

DRPT has proposed to allocate funds to each capital project or activity based on the total cost of the project. This approach is different from the old funding structure, which utilizes the total cost of the project, less any Federal funds that have been allocated to the project by the applicant, as the basis for the funding allocation. As identified during the SJR 297 process, the use of the “non-Federal share is a complicating factor and can be a barrier to the fair treatment of grantees regardless of their choice to seek Federal funding“.

It is anticipated that under the non-federal share approach, the large urban systems may increasingly apply Federal funds, such as Section 5307 dollars, to Preventive Maintenance in order to increase the non-Federal share of capital projects and thereby maximize the amount of state capital funding that they would receive from the state.

The idea of allowing grantees to apply for a program of capital projects, receive allocations based on the specified state match, then apply the funds through an agreed upon financial plan across all approved capital projects in the current year has been discussed. This idea has met with some resistance on grounds of fairness because it is perceived that a grantee could potentially “plan” for state funds to be applied to projects that are ready to proceed while allocating much of their local share to projects that are in conceptual stages and may take years to complete, if ever. Further, this would complicate the administrative process that has been established between DRPT and its grantees whereby each capital project is treated as a separate and distinct project. Additionally, verification of the actual use of federal funds would still have to occur at some point for all projects for each year’s capital allocations. Without strict adherence to the financial plan (meaning the plan must be set within 90 days of SYIP adoption and **no changes from the plan will be allowed**) and verification of the federal funds, it has been suggested that some capital projects would be overfunded by state funds (i.e., receiving a state funding contribution of greater than 100%). Therefore, DRPT recommends not adopting the idea of “blending” current-year approved projects into one financial plan.

DRPT had recommended that under the total cost approach that the entity providing federal funds to a capital project be allowed to voluntarily supplant state funding with federal funding. This would allow DRPT to cap the total funding provided through the state sources and state-controlled federal programs to a 99% maximum share. After receiving feedback on this idea, two themes emerged – concerns regarding an overall reduction in the amount of local funding applied to projects funded 99% with state and federal funds, and the expectation that transit entities that receive federal funds directly could receive more than 99% funding for a capital project through state and federal funds combined.

On the local funding issue, it is recommended that the TSDAC approve a 96% maximum combined state and federal share or alternatively a 4% minimum local share. The state prescribed matching share for a tier would be reduced until this 96% maximum is reached. The federal funding on each capital project would be confirmed by DRPT as it is today. In this manner, capital projects would not be overfunded by state funds.

Data Analysis

The results of a 4% local match requirement, removing assumptions related to the use of 5307 funding, and capping funding at 96% are shown in the following tables. Table 1a shows the CTB district summary of the variance from the FY 2014 actual capital projects funding broken down by Commonwealth Transportation Board district compared to the new three-tier approach. The spreadsheet that is the source of this data can be found at the TSDAC website at the following link:

[http://www.drpt.virginia.gov/activities/files/Capital%20Budget%20Comparison%20Three%20Tiers%202012-2014%20-%20Update%20PB\\_10-7-13.xlsx](http://www.drpt.virginia.gov/activities/files/Capital%20Budget%20Comparison%20Three%20Tiers%202012-2014%20-%20Update%20PB_10-7-13.xlsx)

Table 1a shows the variance using both the total cost approach and the non-federal approach, as well as these scenarios with the addition of the \$15.8 million (the new amount of funding for capital). It is necessary to point out that the variances shown in Table 1a are not solely caused by the change in the basis for applying percentages. The number of tiers and the applicable percentages has an equal or greater impact on the variances (the actual FY 2014 allocations were based on a two tiered approach with percentages at 80% and 55% using non-federal share).

*Note: The results of this analysis are illustrative only, and do not constitute final funding allocations.*

**Table 1a: Summary of Capital Grants by Scenario by District, Variance to FY 14 Actual**

District	FY14 Total	FY14 Non-Fed	FY14 Total + \$15.8 M	FY14 Non-Fed + \$15.8 M
Bristol	\$13,115	\$(24,352)	\$13,115	\$ (6,084)
Culpeper	31,175	(43,239)	31,175	14,058
Fredericksburg	26,800	(11,120)	26,800	12,100
Hampton Roads	355,947	2,210,386	2,286,222	4,272,624
Lynchburg	30,786	(28,226)	30,786	2,683
Northern Virginia	(1,298,502)	(2,025,193)	12,574,440	11,130,863
Richmond	343,140	(20,514)	343,140	156,368
Salem	81,171	(155,141)	81,171	(13,942)
Staunton	441,975	9,195	441,975	189,519
<b>Total</b>	<b>\$25,608</b>	<b>(\$88,203)</b>	<b>\$15,828,825</b>	<b>\$15,758,190</b>

The percentages applied to each tier in Table 1b were set to ensure that the funding provided under the four options presented in Table 1a remained relatively constant between the two basis options. This eliminated the dollar amount of funding as a variable causing the variances.

**Table 1b: Estimated Funding Percentages for Capital Tiers – FY 14**

<b>Capital Tier</b>	<b>Estimated Percentage: Total Project Costs</b>	<b>Estimated Percentage: Non-Federal Costs</b>	<b>Estimated Percentage: Total Project Costs + \$15M</b>	<b>Estimated Percentage: Non-Federal Costs + \$15M</b>
Tier 1: Vehicles	60%	70%	70%	80%
Tier 2: Infrastructure/Facilities	35%	53%	45%	62%
Tier 3: Other	18%	31%	22%	41%

Table 2a shows a summary of the total capital grants by scenario by district FY 2015 - FY 2019 based on data provided by transit providers regarding project cost and projected federal funding, comparing the total cost approach to the non-federal share approach. The spreadsheet that is the source of this data can be found at the TSDAC website at the following link:

[http://www.drpt.virginia.gov/activities/files/Capital%20Budget%20Comparison%202015-2019%20Other%20PB\\_10-7-13.xlsx](http://www.drpt.virginia.gov/activities/files/Capital%20Budget%20Comparison%202015-2019%20Other%20PB_10-7-13.xlsx)

**Table 2a: Summary of Capital Grants by Scenario by District, FY 15 – FY 19 Total Cost vs. Non-Federal Share (\$ in thousands)**

<b>Applicant</b>	<b>Estimated State Funding: Total Project Costs</b>	<b>Estimated State Funding: Non-Federal Costs</b>	<b>Variance</b>
Bristol	\$89	\$83	\$ (6)
Culpeper	584	498	(86)
Fredericksburg	958	886	(73)
Hampton Roads	12,476	9,981	(2,495)
Lynchburg	8,012	6,143	(1,869)
Northern Virginia	483,390	492,219	8,829
Richmond	4,595	3,636	(959)
Salem	10,822	7,672	(3,150)
Staunton	1,919	1,771	(148)
<b>Total</b>	<b>\$522,845</b>	<b>\$522,887</b>	<b>\$43</b>

The percentages applied to each tier in Table 2b were set to ensure that the funding provided under the two options presented in Table 2a remained relatively constant between the two basis options. This eliminated the dollar amount of funding as a variable causing the variances.

**Table 2b: Estimated Funding Percentage by Tier by Scenario, FY 15 – FY 19**

<b>Capital Tier</b>	<b>Estimated Percentage: Total Project Costs</b>	<b>Estimated Percentage: Non-Federal Costs</b>
Tier 1: Vehicles	64%	75%
Tier 2: Infrastructure/Facilities	33%	50%
Tier 3: Other	17%	25%

Data Analysis Observations:

It should be noted that the TSDAC should strongly consider the percentages applied to each tier relative to the other tiers – what level of importance does the TSDAC want to place in differentiating one tier versus another. A 60/40/20 tiering would yield significantly different results from a 70/35/17 tiering. This concept is demonstrated above in the 2<sup>nd</sup> column of Table 1a. Because the Hampton Roads district had a high concentration of vehicles (tier 1 assets) that had no federal funding, this district benefits the most from a non-federal approach using 70/53/31 tiering because these assets received 55% funding in the actual plan using non-federal share while receiving 70% funding in the scenario. This differentiation of the tiers should be done in terms such as ‘tier 1 is two times more important than tier 2 and four times more important than tier 3’.

The tier participation rates appear to matter very little outside of the NOVA district because both proposals limit the combined federal and state participation to 96% of the project cost. As a result, they end up with state shares of the cost of the project that are significantly lower than most NOVA capital projects. Additionally, it is interesting to note that NOVA district (the one district that appears to be negatively impacted by using total cost as the basis) received 83.0% of the actual capital allocation in FY 2014, but in the projected FY 2015 – FY 2019 allocations NOVA district would receive 92.5% of the allocations under the total cost approach and 94.1% under the non-federal share approach – these calculations are made before considering the impact of the \$50 million a year of state funding dedicated to WMATA as match to the federal PRIIA program.

## **F. Implementation of Proposed Approach**

Based on the final recommendation of TSDAC, the Director of DRPT will recommend a tiered approach to the CTB for approval. It is expected that this approach will be applied to funding requests beginning in FY 2015. DRPT anticipates the following milestones for approval of the capital funding allocation plan.

### **Tentative:**

**September 18, 2013** – Commonwealth Transportation Board (CTB) Presentation of Draft SB1140 Recommendations

**September 16, 2013** – Presentation to House Appropriations Committee of Draft SB1140 Recommendations

**September 19, 2013** – Presentation to Senate Finance Committee of Draft SB1140 Recommendations

**October 11, 2013** – TSDAC meeting to finalize Capital Allocation Plan

**October 16, 2013** – 45-Day Public Comment Period Begins, with a Public Hearing to be held during the public comment period.

**November 1, 2013** – Update CTB in writing

**November 2013 (date TBD)** – Update General Assembly committees in writing

**November 29, 2013** – Public Comment Period Ends

**December 4, 2013** – CTB – SB1140 Action on Capital Methodology

## TSDAC Capital Allocation Plan Adopted On 10-29-13 – Minority Report

### Overview

On October 29, 2013, the Transit Service Delivery Advisory Committee (TSDAC) adopted by a divided vote a set of recommendations regarding transit capital funding, with the undersigned dissenting. The divided vote was the only time TSDAC made a decision that was not unanimous and, because the issue leading to this result is a significant one, TSDAC concluded that a minority report was warranted to illuminate the difference of opinion.

TSDAC was created by Senate Bill 1140 (“the bill”) to work with VDRPT on a set of specified transit funding assistance issues identified by the bill, one of which pertained to capital assistance. The “capital assistance” issue cited by the bill directs TSDAC to formulate a “tiered approach” for allocating and distributing transit capital assistance . . . . “based on asset need and anticipated state participation level and revenues”. While that’s the sole capital issue TSDAC was directed to address, the “transit capital funding” recommendations adopted on October 29<sup>th</sup> go beyond the formulation of a tiered approach, by incorporating a change in how the state participation rate for capital assistance is calculated. While there was unanimity among the TSDAC members on all but one of the elements of the capital recommendations (including the tiering structure, the definitions of project types qualifying for each tier, and the size differences in participation rates by tier), we strongly dissent on one element – the majority’s preference for changing how the state capital assistance participation rate is calculated (aka the “basis for funding allocations”).

Changing how the state participation rate for capital assistance is calculated as the majority favors is problematic in our view, because that change: (1) undermines the “tiered approach”; (2) is premised on assumptions about future federal funding that are highly conjectural; and (3) results in an outcome whereby Northern Virginia is the only area of the state that would have to increase local support in percentage terms to capture the increased state funding promised by HB 2313.

Before the vote, we made a counterproposal to mitigate the harm we foresee resulting from changing how the state participation rate is calculated. Despite our best efforts to seek common ground, the differences in opinion could not be surmounted and so we ended up having to dissent. The balance of the minority report details why.

### Issue

The one contentious issue pertains to how the state’s capital funding participation is calculated. Simply stated, the alternatives TSDAC primarily examined were to:

1. “No change” methodology: Retain the current state capital participation methodology whereby the state’s capital participation is calculated as a percentage of the project cost net of actual federal funds associated with the project; or

2. “Total Cost/Gross” methodology: Alter the state capital participation methodology so the state’s capital participation is calculated as a percentage of the project’s gross cost, with adjustments as necessary to cap the combined federal and state participation at 96% of the gross cost.

The majority voted in favor of the second alternative, while the two of us favored the first. Since the majority’s preference constitutes a change from the current practice, the most straightforward way to explain why we disagree is to examine the aims cited by the VDRPT members of TSDAC during the TSDAC deliberations for contemplating a change to the current practice, and then examine how the alternative favored by the majority affects actual outcomes. As the ensuing discussion details, actual outcomes are at odds with the stated aims. That fact, coupled with our view that there is no compelling public policy reason for changing the current practice, are the reasons for our dissent.

The first stated aim for contemplating a change is that the current practice results in varying state participation rates for the same types of capital investments depending on whether a grantee does or doesn’t have federal funding to apply towards the investment. This was perceived to be inequitable, and initial concepts suggested by the VDRPT members of TSDAC for changing participation rates to percentages of gross were formulated to make state participation rates for the same type of capital investment uniform. In the end, however, concepts conceived to meet that intent proved impractical, so the variations remain in the “gross” methodology approved the majority and the “inequity” concern has not been cured.

The second stated aim for contemplating a change is that the current practice lacks built in incentives to induce grantees to favor investment types seen as higher state priorities. By varying state participation rates according to investment type or “tier”, TSDAC reasoned incentives of this sort could be incorporated into the capital assistance program. Consistent with that aim, the change approved by TSDAC was unanimous in its support for tiering with differing state participation rates for each tier, and thus this is an element of the allocation / distribution approach no matter how the state capital participation rate is calculated. However, the alternative favored by the majority leads to an outcome in which the varying “tier” rates are essentially irrelevant outside of Northern Virginia, because the levels of state assistance promised by the tiers is seldom necessary to fully fund the capital investment due to federal resources also dedicated to the investment. So the alternative favored by the majority fails to provide a meaningful incentive nearly everywhere.

The third stated aim for contemplating a change is to foster expanded transit services by using the increased state assistance to leverage increased local support (assistance) for transit statewide. In terms of outcomes, however, the change favored by the majority requires more local support in percentage terms only in Northern Virginia, where local transit support already dwarfs local support for transit elsewhere in the state in both absolute and percentage terms. While all the TSDAC members were in agreement that leveraging increased local support was (is) a desired aim, wariness about requiring too much local support ended up tempering what was recommended in terms of required local support -- only a “4% minimum” requirement.

Much has been said about the shares of overall state assistance each district of the Commonwealth stands to realize in the FY 2015-2019 period as a result of the recommended changes, but those differences are in large measure an outgrowth byproduct of how ambitious the transit plans of the districts are. That is, the more ambitious a particular district's plan is for transit investment, the larger its share of state dollars. Thus Northern Virginia does stand to realize a larger share of the statewide transit assistance comparing past and future, but that's because Northern Virginia's transit plans are more ambitious than elsewhere in the state. The majority's favored recommendation is silent on the "local assistance" requirements attendant to the two above described alternatives, as well as the fact that the change recommended by the majority requires more local assistance in Northern Virginia and less in the other parts of the Commonwealth; these facts are the source of our concern. This can be seen by comparing local assistance shares in the FY 2012-FY 2014 period and the FY 2015-FY 2019 period in the attachment (the column labeled "total" is the alternative favored by the majority while the one labeled "non-federal" is the alternative we favored).

Stated more simply, none of the stated aims for making a change in how the state participation rate is calculated are achieved by the alternative the majority favors. That change would simply have the effect of compelling Northern Virginia's local jurisdictions to bear higher costs with local funds in both absolute and proportionate terms to realize increased state assistance (because to do otherwise would mean less proportionate state funding). That's a concern not only for Northern Virginia, but for the state as a whole since Northern Virginia is an economic engine for the entire state and since the presence of a robust transit network in Northern Virginia is one of the linchpins to Northern Virginia's economic health.

Mindful of these consequences, a counterproposal was made to mitigate the harm and account for the uncertainties (e.g., the current federal transportation funding authorization expires at the end of September 2014 and the Congress will be working on the successor legislation this coming year), namely:

1. Delay the change to the calculation of the state participation rate for one year (i.e., to the FY 2016 funding cycle) or implement a "maintenance of effort" (MOE) provision to insure that all capital grant recipients receive no less state capital assistance than they did in FY 2014, in terms of only the existing state capital funding.
2. Increase the minimum local match requirement to 5% in FY 2016. This was seen as a further nod towards the stated aim of using the increased state assistance as a means of leveraging additional local support.

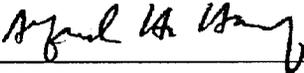
A further counterproposal was made in the event the counterproposal summarized in (1) and (2) was not supported, as described below:

Confining the change to the calculation of the state participation rate to only the first two years of capital assistance (i.e., FY 2014 and FY 2015), with a commitment to reassessment before the FY 2016 allocation.

**The end result**

Both of the counterproposals were discussed at some length at the meeting, but neither mustered sufficient support to be embraced by the majority. TSDAC did agree to consider the suggestions of these sorts as part of a research work program that could give rise to changes downstream but, because Northern Virginia stands to be negatively impacted by the majority recommendation, for years before a reassessment of this issue might lead to an amendment, we felt compelled to cast our dissenting vote.

Respectfully submitted:

, Alfred H. Harf, VTA representative

, Cindy L. Mester, VML representative

**ATTACHMENT****LOCAL TRANSIT ASSISTANCE SHARES, FISCAL YEAR 2013 AND 2014 VERSES FISCAL YEAR 2015 THROUGH 2019**

	<u>Approved SYIPs</u>			<u>FY15-19 Estimated</u>	
	<u>FY13</u>	<u>FY14</u>	<u>FY13-FY14</u>	<u>Total Cost</u>	<u>Non-Federal</u>
Northern Virginia	26.1%	24.7%	25.3%	30.4%	29.8%
Bristol	5.3%	5.4%	5.3%	4.0%	5.0%
Culpeper	6.4%	5.1%	5.8%	4.0%	6.4%
Fredericksburg	8.6%	6.3%	8.2%	4.0%	5.2%
Hampton Roads	12.1%	33.5%	28.3%	4.4%	7.7%
Lynchburg	7.8%	6.0%	7.1%	4.0%	7.7%
Richmond	4.7%	7.8%	6.2%	4.0%	7.3%
Salem	6.5%	5.1%	5.9%	4.1%	8.9%
Staunton	8.9%	8.6%	8.7%	4.0%	5.2%
Rest of State	7.8%	19.2%	14.0%	4.2%	7.8%
State-wide	22.5%	23.6%	23.1%	26.8%	26.8%

Excludes PRIIA funding paid directly to WMATA, since this funding is not part of the state participation rate calculations.

ACTION – 4

Approval to Authorize the Sale of General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds

ISSUE:

Board approval of a resolution (Attachment 1) to authorize the sale of General Obligation Public Improvement and Public Improvement Refunding Bonds on or about January 14, 2014.

RECOMMENDATION:

The County Executive recommends approval of the sale of General Obligation Public Improvement Bonds that will generate \$289.64 million to fund construction of capital facilities and infrastructure as previously approved by the Board.

The County Executive also recommends approval of the sale of General Obligation Public Improvement Refunding Bonds to refund certain outstanding maturities of certain series of public improvement bonds. While the actual amount of the refunding sale will be dependent on the bond market conditions, at this time, the best refunding candidates total approximately \$54.4 million from the following: Series 2004A, Series 2004B, and Series 2005A.

The Board should take the following action:

Approve the resolution authorizing the issuance of the General Obligation Public Improvement Bonds and Public Improvement Refunding Bonds, which also authorizes the execution and delivery of a Continuing Disclosure Agreement and other documents necessary for sale. This resolution delegates to the County Executive or Chief Financial Officer authority to award the bonds to the lowest responsive bidder. Bond Counsel has advised that this form of authorization is acceptable and provides flexibility for changing market conditions. This resolution also approves the form of the notice of sale and the Official Statement for the Public Improvement Bonds, and authorizes the Chairman, Vice Chairman, County Executive or Chief Financial Officer to sign the Official Statement for the Public Improvement Bonds. In addition, the resolution provides the flexibility that Public Improvement Refunding Bonds (or public improvement bonds) may be sold in a negotiated transaction with a County chosen underwriter (s).

TIMING:

Board action is requested on December 3, 2013.

BACKGROUND:

The Proposed Bond Sale Schedule of Events indicates a sale on or about January 14, 2014 for the new money and refunding bonds. There are many potential market events that could affect the bond sale in the next few months; and therefore, this sale date is subject to market conditions. The County staff, along with the County's Financial Advisor will revisit and adjust the sale date, as needed. The closing date for the bonds is currently scheduled for the week of January 27, 2014.

Staff is presenting the Board with the necessary documents to proceed with the new money bond sale to meet FY 2014 capital funding requirements for on-going projects as well as a refunding bond sale to provide savings on outstanding debt. The County staff, Bond Counsel, and the County's Financial Advisor have added flexibility to the bond resolution to permit multiple bond sale methodologies and various structural alternatives. This flexibility will allow staff to respond to potentially changing market conditions in order to obtain the lowest possible interest rates. For example, the resolution allows for a negotiated sale for all or a portion of the bonds rather than only a competitive sale. Increasing the County's flexibility is a sound strategy for weathering the volatility in the current bond market and ensuring the County has market access at favorable interest rates.

**New Money Sale**

The General Obligation Bond sale totals \$289.64 million and is allocated amongst the following categories. The Fairfax County Public Schools would receive \$155 million and \$6 million from the 2007 School bond referendum for the Newington Bus Garage and related garage facilities to be expended out of Fund 30010. The County will allocate \$29.5 million to the Washington Metropolitan Area Transit Authority (WMATA) as required per WMATA's FY 2014-2019 Adopted Capital Improvement Program. A County allotment of \$30 million will fund ongoing Board of Supervisors approved transportation projects such as the widening of Stringfellow Road and Lorton Road; and several Countywide pedestrian projects. Public Safety funding of \$50 million will provide for ongoing construction costs at the Fair Oaks, McLean, and Reston Police Stations; the West Ox Animal Shelter; courthouse renovations; and the Fire and Rescue Training Academy and Baileys Crossroads Volunteer Fire Station. Lastly, funding of \$6.14 million will be provided for library facilities along with \$13 million for the Fairfax County Park Authority.

The Schedule of Bond Purposes notes the remaining balance of voter approved authorized but unissued bond funds by category and is included as Attachment 3. The School Board resolution requesting the sale of bonds on behalf of the School system is

included as Attachment 4. The School Board approved the resolution at its November 18, 2013 School Board meeting.

Staff has structured the size of this sale to the level necessary to support the capital construction program for the current fiscal year, without altering any of the schedules of the projects in progress and previously approved by the Board of Supervisors. The bond sale amount was sized on project cash needs for the current fiscal year. This sale of \$289.64 million is within the adjusted total maximum sales allowed in the Ten Principles of Sound Financial Management. The FY 2014 Adopted Budget Plan states that the maximum annual sale of bonds will be \$275 million or \$1.375 billion over a five-year period, with a technical limit not to exceed \$300 million in a single year. Consistent with previous bond sales, the County's Resolution includes a provision which would permit the County Executive or Chief Financial Officer to award the bonds, in the event of a competitive sale, to the best responsive bidder within the guidelines established by the Board.

The maximum true interest cost rate permitted on the bonds as established in the Bond Resolution is 5.5 percent. In addition, for a competitive sale, staff will use the electronic bidding system to receive bids and participate in providing on-line public access to the Notice of Sale, and the Preliminary Official Statement,.

It should be noted that Attachments 2 through 6 may be subject to minor changes to satisfy final legal review and to provide the most current information possible for bidders. Any material changes will be noted and forwarded to the Board of Supervisors.

### **Refunding Sale**

The County's Financial Advisor has conducted a refunding analysis of existing General Obligation bonds. Assuming market conditions as of October 29, 2013, a refunding of the most cost effective outstanding maturities includes the following: Series 2004A, Series 2004B, and Series 2005A. These bonds would produce savings exceeding the County's minimum savings threshold. The refunding would generate net present value savings of approximately \$4.1 million or 7.5 percent of the refunded par amount. Actual savings will be dependent upon bond market conditions at the time of the sale. The County's Financial Advisors are currently recommending a competitive sale for the refunding bond sale, but will finalize this detail in the weeks leading up to the sale date based on market activity.

Consistent with prior refunding sales, the County's Resolution includes provisions that delegate to the County Executive or the Chief Financial Officer authority to take certain actions and make certain determinations. These actions include determining the refunding candidates to be chosen (subject to the 3 percent present value test); determining the final terms and structure of the refunding series; and finalizing any

associated legal documentation.

FISCAL IMPACT:

The estimated debt service budget requirement for the new money bond sale, based on a conservative 4.0 percent True Interest Cost estimate, is \$15 million for County purposes and \$13.4 million for School purposes, commencing in FY 2015.

Based on market conditions as of October 29, 2013, the refunding totals \$54.4 million and is estimated to generate net present value savings of \$4.1 million or 7.5%. If interest rates rise 10 basis points (0.10 percent), the net present value savings would be approximately \$3.9 million or 7.1%. Actual savings will be dependent upon bond market conditions at the time of the sale.

The County last issued General Obligation bonds as part of combined new money (Series 2013A) and refunding (Series 2013B) bond sale in the amount of \$334.34 million on January 15, 2013. The bonds were sold to JP Morgan Securities, at a true interest cost of 2.23 percent, which was one of the County's lowest interest rates recorded in recent history. The Series 2013B refunding bonds totaled \$128 million, and generated net present value savings of \$12.21 million or 9.49% of the refunded bonds.

The reception of Fairfax County bonds in the market continues to compare favorably both nationally and locally. The County has held a Aaa rating from Moody's since 1975, a AAA rating from Standard and Poor's since 1978, and a AAA rating from Fitch Ratings since 1997. As of October 2013, 9 states, 39 counties, and 32 cities have a Triple A bond rating from all three major rating agencies. As a result of the County's excellent Triple-A bond rating, the County has saved an estimated \$580.63 million from County bond and refunding sales.

ENCLOSED DOCUMENTS:

Attachment 1: 2014 County Public Improvement Bond Resolution

Attachment 2: 2014 Bond Sale Schedule of Events

Attachment 3: Schedule of Bond Purposes

Attachment 4: School Board Resolution Requesting Sale of Bonds (School Board Approved on November 18, 2013)

Attachment 5: Notice of Sale, Series 2014

Attachment 6: Draft of the Preliminary Official Statement, Series 2014 (Copy available in the Office of the Clerk to the Board.)

STAFF:

Susan Datta, Chief Financial Officer

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 in the Government Center at 12000 Government Center Parkway, Fairfax, Virginia on December 3, 2013, at which meeting a quorum was present and voting, the following resolution was adopted:

**A RESOLUTION AUTHORIZING THE ISSUANCE, IN ONE OR MORE SERIES, OF PUBLIC IMPROVEMENT BONDS AND REFUNDING BONDS, OF FAIRFAX COUNTY, VIRGINIA, PROVIDING FOR THE SALE OF SUCH BONDS AND DELEGATING TO THE COUNTY EXECUTIVE OR THE CHIEF FINANCIAL OFFICER AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH BONDS AND ACCEPT OFFERS FOR THE PURCHASE OF SUCH BONDS.**

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

**Section 1(a). Public Improvement Bonds.** The Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”), has found and determined and does hereby declare that:

(i) **School improvements - \$161,000,000.** At an election duly called and held on November 6, 2007, a majority of the qualified voters of Fairfax County, Virginia (the “County”), voting on the question approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$365,200,000.

The purpose of the school bonds stated in the election was to provide up to \$315,200,000, in addition to funds from school bonds previously authorized and any other available funds, to finance the costs of additional capital improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system and providing up to \$50,000,000, in addition to any other available funds, to finance the cost of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school buses, school vehicles and other County vehicles.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$365,200,000 for such purpose.

The Board of Supervisors, at the request of the School Board of Fairfax County, Virginia (the “County School Board”), has heretofore issued \$345,910,000 of the school bonds authorized at the election held on November 6, 2007.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$6,000,000 school bonds for financing the costs of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school busses, school vehicles and

other County vehicles purposes authorized at the November 6, 2007 election, and to sell the bonds.

At an election dully called and held on November 3, 2009, a majority of the qualified voters of the County, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of the County, in the aggregate principal amount of \$232,580,000.

The purpose of the school bonds stated in the election was to provide funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$232,580,000 for such purpose.

The Board of Supervisors at the request of the County School Board has heretofore issued \$62,005,000 of the school bonds authorized at the election held on November 3, 2009.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$155,000,000 school bonds authorized at the November 3, 2009 election and to sell the bonds.

The issuance of such school bonds is contingent upon the adoption by the County School Board of a resolution, in a form acceptable to the County's bond counsel, consenting to the issuance of such school bonds.

(ii) **Transportation improvements and facilities - \$59,500,000.** At an election duly held on November 6, 2007, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities and any other available funds, in the maximum aggregate principal amount of \$110,000,000 for the purpose of providing funds for the cost of constructing, reconstructing, improving and acquiring transportation improvements, including improvements to primary and secondary State highways, off-street parking, pedestrian improvements, and ancillary related improvements and facilities, and including capital costs of necessary land, transit facilities, rolling stock and equipment in the Washington metropolitan area allocable to the County pursuant to the provisions of the Washington Metropolitan Area Transit Authority Compact.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$110,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$38,835,000 transportation improvement and facilities bonds authorized at the November 6, 2007 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$30,000,000 of such transportation improvement and facilities bonds authorized at the November 6, 2007 election and to sell the bonds.

At an election duly held on November 2, 2010, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the bonds previously authorized for transportation improvements and facilities, in the maximum aggregate principal amount of \$120,000,000 for the purpose of providing funds for the cost of constructing, reconstructing, improving and acquiring transportation improvements, including improvements to primary and secondary State highways, off-street parking, pedestrian improvements, and ancillary related improvements and facilities, and including capital costs of necessary land, transit facilities, rolling stock and equipment in the Washington metropolitan area allocable to the County pursuant to the provisions of the Washington Metropolitan Area Transit Authority Compact.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$120,000,000 for such purpose.

The Board of Supervisors has heretofore issued \$44,310,000 transportation improvement and facilities bonds authorized at the November 2, 2010 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$29,500,000 of such transportation improvement and facilities bonds authorized at the November 2, 2010 election and to sell the bonds.

(iii) **Public safety facilities -- \$50,000,000.** At an election duly called and held on November 7, 2006, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in the maximum aggregate principal amount of \$125,000,000, for the purpose of providing funds, in addition to the public safety facilities bonds previously authorized and any other available funds, to finance the cost of providing public safety facilities, including the construction, reconstruction, enlargement, renovation and equipment of detention facilities, animal control facilities, civil and criminal justice facilities, police, fire and rescue training facilities and stations, including fire and rescue stations owned by volunteer organizations, and the acquisition of necessary land.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County in the aggregate principal amount of \$125,000,000 for such purpose.

The Board of Supervisors has heretofore authorized the issuance of and has issued \$48,510,000 public safety facilities bonds authorized at the November 7, 2006 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$50,000,000 of such public safety facilities bonds authorized at the November 7, 2006 election and to sell the bonds.

(iv) **Parks and park facilities - \$13,000,000.** At an election duly called and held on November 4, 2008, a majority of the qualified voters of the County voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, in addition to the parks and park facilities bonds previously authorized, in the maximum aggregate principal amount of \$77,000,000 for the purpose of providing funds to finance the cost of providing additional parks and park facilities including the acquisition, construction, development and equipment of additional parks and park facilities, and the purchase of easements for the preservation of open-space land and the development and improvement of existing parks and park facilities by the Fairfax County Park Authority, and including an amount not to exceed \$12,000,000 allocable to the County as its share of the cost of parks and park facilities to be acquired, constructed, developed and equipped by the Northern Virginia Regional Park Authority.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors, to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$77,000,000 for such purpose.

The Board of Supervisors has heretofore authorized the issuance of and has issued \$38,825,000 parks and park facilities bonds for the Fairfax County Park Authority and \$12,000,000 parks and park facilities bonds for the Northern Virginia Regional Park Authority authorized at the November 4, 2008 election.

The Board of Supervisors deems it advisable to authorize the issuance of up to \$13,000,000 parks and park facilities bonds for the Fairfax County Park Authority authorized at the November 4, 2008 election and to sell the bonds.

(v) **Public library facilities -- \$6,135,000.** At an election duly called and held on November 2, 2004, a majority of the qualified voters of the County, voting on the question approved contracting a debt, borrowing money and issuing bonds of the County, 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.

The Circuit Court of Fairfax County, Virginia has duly entered its Final Order authorizing the Board of Supervisors to proceed to carry out the wishes of the voters of the County as expressed at such election and to contract a debt, borrow money and issue bonds of the County, in the aggregate principal amount of \$52,500,000 for such purpose.

The Circuit Court of Fairfax County, Virginia has duly entered a Final Order on October 11, 2012 granting the Board's petition to extend the time period by two years in which the public library facilities bonds may be issued.

The Board of Supervisors has heretofore authorized the issuance of and has issued \$46,365,000 of the public library facilities bonds authorized at the November 2, 2004 election.

The Board of Supervisors deems it advisable to authorize the issuance of the \$6,135,000 balance of such public library facilities bonds authorized at the November 2, 2004 election and to sell the bonds.

**Section 1(b). Prior bond issues.** The Board of Supervisors has been advised that certain bonds of certain series of its outstanding public improvement bonds and public improvement and refunding bonds, in certain favorable market conditions, may be refunded to achieve substantial present value debt service savings.

The Board of Supervisors deems it advisable to authorize the issuance of public improvement refunding bonds, pursuant to a tax-exempt or taxable bond sale, to achieve such savings, if available.

The Board of Supervisors has further found and determined and does hereby declare that:

(i) **Series 2004 A Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, neighborhood improvements, transportation improvements and facilities, adult detention facilities, juvenile detention facilities, commercial and redevelopment area improvements and storm drainage improvements, and to refund certain Series 1996 A and Series 1997 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$329,110,000, designated “Public Improvement and Refunding Bonds, Series 2004 A” (the “Series 2004 A Bonds”), dated as of April 14, 2004.

The Series 2004 A Bonds that mature on or before April 1, 2014 are not subject to redemption before maturity. Series 2004 A Bonds that mature after April 1, 2014 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2014, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ii) **Series 2004 B Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, public safety facilities and commercial and redevelopment area improvements, and to refund certain Series 1997 B, Series 1998 A and Series 1999 B outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$311,810,000, designated “Public Improvement and Refunding Bonds, Series 2004 B” (the “Series 2004 B Bonds”), dated as of October 19, 2004.

The Series 2004 B Bonds that mature on or before October 1, 2014 are not subject to redemption before maturity. Series 2004 B Bonds that mature after October 1, 2014 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2014, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iii) **Series 2005 A Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, public library facilities, transportation

improvements and facilities, human services facilities and adult detention facilities, and to refund certain Series 1999 A, Series 2000 A, Series 2000 B, Series 2001 A and Series 2002 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$543,585,000, designated “Public Improvement and Refunding Bonds, Series 2005 A” (the “Series 2005 A Bonds”), dated as of August 16, 2005.

The Series 2005 A Bonds that mature on or before October 1, 2015 are not subject to redemption before maturity. Series 2005 A Bonds that mature after October 1, 2015 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than October 1, 2015, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(iv) **Series 2007 A Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, public library facilities, transportation improvements and facilities, human services facilities, commercial and redevelopment area improvements and public safety facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$234,600,000, designated “Public Improvement Bonds, Series 2007 A” (the “Series 2007 A Bonds”), dated as of February 7, 2007.

The Series 2007 A Bonds that mature on or before April 1, 2015 are not subject to redemption before maturity. Series 2007 A Bonds that mature after April 1, 2015 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2015, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(v) **Series 2008 A Bonds.** For the purpose of providing funds, with other available funds, for school improvements, parks and park facilities, public library facilities, transportation improvements and facilities and public safety facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$234,475,000, designated “Public Improvement Bonds, Series 2008 A” (the “Series 2008 A Bonds”), dated as of January 30, 2008.

The Series 2008 A Bonds that mature on or before April 1, 2018 are not subject to redemption before maturity. Series 2008 A Bonds that mature after April 1, 2018 may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days’ notice mailed to the registered owners, on any date not earlier than April 1, 2018, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vi) **Series 2009 A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, parks and park facilities, transportation improvements and facilities, human service facilities, public library facilities and public safety facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$199,510,000, designated “Public Improvement Bonds, Series 2009 A” (the “Series 2009 A Bonds”), dated January 28, 2009.

The Series 2009 A Bonds that mature on or before April 1, 2019, are not subject to optional redemption before their maturity. The Series 2009 A Bonds that mature after April 1,

2019, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2019, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(vii) **Series 2011A Bonds.** For the purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities and park and park facilities and to refund certain Series 2002 A outstanding bonds of the County, the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$190,090,000, designated "Public Improvement and Refunding Bonds, Series 2011A" (the "Series 2011A Bonds"), dated February 10, 2011.

The Series 2011A Bonds that mature on or before April 1, 2021, are not subject to optional redemption before their maturity. The Series 2011A Bonds that mature after April 1, 2021, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2021, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(viii) **Series 2012A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities, human services facilities and public library facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$217,655,000, designated "Public Improvement Bonds, Series 2012A" (the "Series 2012A Bonds"), dated February 2, 2012.

The Series 2012A Bonds that mature on or before April 1, 2020, are not subject to optional redemption before their maturity. The Series 2012A Bonds that after April 1, 2020, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than April 1, 2020, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(ix) **Series 2013A Bonds.** For purposes of providing funds, with other available funds, for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, commercial and redevelopment area improvements and public library facilities the Board of Supervisors duly issued bonds of the County in the aggregate principal amount of \$206,335,000, designated "Public Improvement Bonds, Series 2013A" (the "Series 2013A Bonds"), dated January 24, 2013.

The Series 2013A Bonds that mature on or before October 1, 2021, are not subject to optional redemption before their maturity. The Series 2013A Bonds that after October 1, 2021, may be redeemed, at the option of the County, before their respective maturities, on not more than 60 nor less than 30 days' notice mailed to the registered owners, on any date not earlier than October 1, 2021, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.

(x) The Board of Supervisors has determined to provide for the issuance of refunding bonds of Fairfax County, Virginia, for the purpose of providing funds, with other available

funds, to refund all or a portion of all or any of the following outstanding bonds of Fairfax County, Virginia (collectively, the “Refunding Candidates”), all as hereinafter provided:

Series 2004 A Bonds, that are first subject to, and shall be called for, redemption on April 1, 2014, and

Series 2004 B Bonds, that are first subject to, and shall be called for, redemption on October 1, 2014, and

Series 2005 A Bonds that are first subject to, and shall be called for, redemption on October 1, 2015, and

Series 2007 A Bonds that are first subject to, and shall be called for, redemption on April 1, 2015, and

Series 2008 A Bonds that are first subject to, and shall be called for redemption on April 1, 2018, and

Series 2009 A Bonds that are first subject to, and shall be called for redemption on April 1, 2019, and

Series 2011A Bonds that are first subject to, and shall be called for redemption on April 1, 2021, and

Series 2012A Bonds that are first subject to, and shall be called for redemption on April 1, 2020, and

Series 2013A Bonds that are first subject to, and shall be called for redemption on October 1, 2021, and

Any such refunding bonds issued to refund the Refunding Candidates shall not exceed the aggregate principal amount of \$380,000,000.

**Section 2. Authorization of bonds.** The Board of Supervisors has determined that it is in the best interests of the County to consolidate for the purposes of the sale the bond authorizations mentioned above into one or more series of public improvement and/or refunding bonds of the County. The bonds shall be designated as appropriate “Public Improvement [and/or] Refunding Bonds, Series 2014[A], [B]”. The bonds shall be dated, shall be stated to mature in certain amounts on such dates, subject to the right of prior redemption, and shall bear interest until their payment at a rate or rates and on such dates as shall hereafter be determined by the Board of Supervisors by resolution or by either the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution. The first interest payment date of such bonds shall be no later than June 1, 2015. The bonds shall be issuable in fully registered form in the denomination of \$5,000 or any integral multiple thereof and shall be appropriately numbered all as hereinafter provided.

The Board of Supervisors deems it advisable at this time to authorize the sale of such bonds pursuant to the terms of this Resolution.

The bonds issued for the purpose of providing funds for school improvements, transportation improvements and facilities, public safety facilities, parks and park facilities, commercial and redevelopment area improvements and public library facilities shall have an aggregate principal amount not to exceed \$289,635,000.

The bonds issued for the purpose of providing funds, with other available funds, to refund all or a portion of all or any of the Refunding Candidates (the Refunding Candidates so refunded, the "Refunded Bonds") shall have such principal amounts as shall hereafter be determined by the Board of Supervisors by resolution or by either the County Executive or Chief Financial Officer pursuant to the delegation to each of them contained in this resolution, to produce overall present value debt service savings for the County. The aggregate principal amount of such bonds issued to refund the Refunded Bonds shall not exceed \$380,000,000 and such bonds may be sold on a tax-exempt or taxable basis.

If none of the proceeds of the bonds as authorized should be used for refunding any of the Refunding Candidates, then the bonds shall be designated as appropriate "Public Improvement Bonds, Series 2014, [A], [B]". If a series of bonds is issued and none of the proceeds is used for providing funds for public improvement purposes, then the bonds shall be designated "Public Improvement Refunding Bonds, Series 2014 [A] [B], [C].

The Board of Supervisors hereby determines that in the event that financial market conditions dictate, and it is determined by the County Executive or Chief Financial Officer to be in the best interests of the County, bond anticipation notes may be issued in anticipation of the issuance of the bonds. Any such bond anticipation notes shall have a first interest payment date no later than July 1, 2015 and a final maturity no later than July 1, 2017. All other provisions in this Resolution setting forth the terms and details of bonds as well as delegations provided shall apply to such bond anticipation notes if the context requires.

Each bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which case it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which case it shall bear interest from its date; provided, however, that if at the time of authentication interest on any bond is in default, such bond shall bear interest from the date to which interest has been paid.

The principal of and the interest and any redemption premium on the bonds shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. The principal of and any redemption premium on each bond shall be payable to the registered owner thereof or his registered assigns or legal representative at the office of the Bond Registrar mentioned hereinafter upon the presentation and surrender thereof as the same shall become due and payable. Payment of the interest on each bond shall be made by the Bond Registrar on each interest payment date to the person appearing (hereafter provided) on the registration books of the County as the registered owner of such bond (or the previous bond or bonds evidencing the same debt as that evidenced by such bond) at the close of business on the record date for such interest, which, unless otherwise determined pursuant to the delegation of authority contained in this resolution, shall be the 15th day (whether or not a business day) of the calendar month next

preceding such interest payment date, by check mailed or by wire transfer to such person at his address as it appears on such registration books.

The bonds initially issued will be in fully registered form and registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York (“DTC”), and immobilized in the custody of DTC. One fully registered bond for the original principal amount of each maturity will be registered to Cede & Co. Beneficial owners will not receive physical delivery of bonds. Individual purchases of bonds may be made in book-entry form only in original principal amounts of \$5,000 and integral multiples of \$5,000. Payments of the principal of and premium, if any, and interest on the bonds will be made to DTC or its nominee as registered owner of the bonds on the applicable payment date.

So long as Cede & Co., or its successor, as nominee of DTC, is the registered owner of the bonds, references in this resolution to the holders of the bonds mean Cede & Co. and do not mean the beneficial owners of the bonds.

Replacement bonds (the “Replacement Bonds”) will be issued directly to beneficial owners of bonds rather than to DTC, or its nominee, but only in the event that:

- (1) DTC determines not to continue to act as securities depository for the bonds;
- (2) The County has advised DTC of its determination that DTC is incapable of discharging its duties; or
- (3) The County has determined that it is in the best interests of the beneficial owners of the bonds not to continue the book-entry system of transfer.

Upon occurrence of the events described in clause (1) or (2), the County will attempt to locate another qualified securities depository. If DTC makes the determination described in clause (1) and the County fails to select another qualified securities depository to replace DTC, the County will execute and the Bond Registrar will authenticate and deliver to the participants in DTC (“Participants”) the Replacement Bonds to which the Participants are entitled. In the event the County makes the determination described in clause (2) or (3) (the County undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the County to make any such determination) and, in the case of the determination under clause (2), the County has failed to designate another qualified securities depository and has made provisions to notify the beneficial owners of the bonds by mailing an appropriate notice to DTC, the County will execute and the Bond Registrar will authenticate and deliver to the Participants the appropriate Replacement Bonds to which the Participants are entitled. The Bond Registrar is entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds.

**Section 3. Sale of Bonds.** Pursuant to the delegation set forth within this Resolution, bonds (which includes any bond anticipation notes) to be issued may be sold in a competitive sale pursuant to bids received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system or through a negotiated sale to one or more underwriters or financial institutions chosen in compliance with County guidelines and

regulations. Bonds sold through a negotiated sale be sold in a public sale or in a private placement. Bonds authorized to be issued under this Resolution may be sold in one or more series and on one or more dates on any date on or before December 31, 2014. The authorization and approvals of the documents set forth in this Resolution (as long as the documents used in such sale are authorized herein) shall apply to each bond sale.

**Section 4. Notice of Sale; Bids.** If bonds (or bond anticipation notes) are determined to be sold in a competitive sale, the Clerk of the Board of Supervisors is hereby authorized, if recommended by the Financial Advisor of the County to be beneficial for the sale of the bonds, to cause one or more notices calling for bids for the purchase of the bonds, to be published once in *The Bond Buyer*, a financial journal published in New York, New York, and devoted primarily to municipal bonds, such publication to be prior to the date fixed for the receipt of bids. Such notices shall be substantially in the form of the Notice of Sale(s) annexed to this resolution. Alternatively, the Clerk may cause to be published a summary of the principal terms of the notices. Bids shall be received electronically via the PARITY Competitive Bidding System or similar electronic based competitive bidding system.

**Section 5. Official Statement.** The draft of the Preliminary Official Statement of the County relating to the public improvement and refunding bonds presented at the meeting at which this resolution is adopted, and the circulation thereof, the completion thereof with the results of the sale and the printing and delivery to the winning bidder(s) in a competitive sale or the underwriter(s) in a negotiated sale of a reasonable number of copies thereof as so completed (the “final Official Statement(s)”) are hereby approved and authorized, and the Chairman, Vice Chairman of the Board of Supervisors, County Executive or the Chief Financial Officer is hereby authorized and directed to deem final the Preliminary Official Statement(s) for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and to execute and deliver the final Official Statement(s), both the Preliminary Official Statement(s) and the final Official Statement(s) to be in substantially the form of the related draft Preliminary Official Statements presented at this meeting with the changes contemplated hereby and such other changes as the Chairman, Vice Chairman, County Executive or the Chief Financial Officer may approve, his or her signature on the final Official Statement to be conclusive evidence of the signer’s approval thereof. The Preliminary Official Statement(s) and the final Official Statement(s) may be disseminated or otherwise made available through electronic means.

**Section 6. Delegation and Standard.** (a) *Competitive Sale Delegation* -- The Board of Supervisors has determined that there may be unplanned occasions when it is not possible for some of the members of the Board of Supervisors to attend a special meeting for the purpose of receiving bids for the purchase of bonds of the County offered for sale at competitive bidding and that the accepted practice of the bond markets dictates that the lowest bid be speedily determined and the bonds be promptly awarded or that all bids be rejected.

The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer (each a “delegate”), the authority to accept the lowest bid (determined in accordance with the Notice of Sale) for the bonds (or any bond anticipation notes), being offered for sale by the Board of Supervisors at competitive bidding on a date(s) not later than December 31, 2014, subject to the following conditions: (i) a delegate shall have determined that

the bid conforms in all material respects to the requirements of the Notice of Sale, (ii) a delegate shall have determined that the bid to be accepted is the lowest bid conforming to the terms of the Notice of Sale, (iii) the Financial Advisor to Fairfax County shall have recommended that the lowest conforming bid be accepted, (iv) the true interest cost of such bid shall not exceed 5.50% for any bonds and (v) the Board of Supervisors shall not then be in special session called for the purpose of accepting bids (the Board not to be deemed in special session if less than a quorum is present and voting).

(b) *Negotiated Sale Delegation* – The Board of Supervisors delegates to each of the County Executive and the Chief Financial Officer, the authority to sell the bonds (or any bond anticipation notes) in a negotiated sale to one or more underwriters or financial institutions on a date not later than December 31, 2014, subject to the following conditions: (i) the Financial Advisor to Fairfax County shall have recommended that due to financial market conditions such a negotiated sale best serves the interest of the County, (ii) the true interest cost of such bonds shall not exceed 5.50% for any bonds and (iii) the underwriter(s) or other financial institutions(s) of the bonds shall have been chosen pursuant to County guidelines and regulations.

In the event of a negotiated sale, the Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such other officer or officers of the County as may be designated by any one of them, is hereby authorized and directed to execute a bond purchase agreement, setting forth the terms of the sale of the bonds. Such bond purchase agreement shall only be executed (i) if such agreement does not contain any terms contradictory to the terms of this Resolution and (ii) the Financial Advisor to the County shall recommend to the County the execution of such agreement.

(c) *Additional Delegation* -- The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer, subject to the limitations contained herein, powers and duties to determine the following, such delegation to be effective only if the Board of Supervisors shall not then be in session (the Board not to be deemed in session if less than a quorum is present and voting):

- (1) The series designations of such bonds;
- (2) The aggregate principal amount of the bonds issued for public improvement purposes, such amount not to exceed the sum of the amount required to provide \$289,635,000 for such public improvement purposes;
- (3) The aggregate principal amount of bonds issued for refunding of the Refunded Bonds; provided, however, that the present value of the debt service savings to be obtained from the refunding of the Refunded Bonds is not less than 3.0% of the principal amount of the Refunded Bonds;
- (4) The determination of the bonds as serial or term bonds;
- (5) The respective annual maturity dates and any mandatory redemption dates of the bonds, and the respective principal amounts of the bonds to mature or be redeemed on such dates, provided that the first maturity date of bonds for public improvement purposes shall occur

no later than December 1, 2015, and the final maturity date shall not be later than December 1, 2034;

(6) The dated date of the bonds provided, however, the bonds shall be dated their date of issue or as of a customary date preceding their date of issue;

(7) The interest payment dates, for the bonds and the record date for the bonds;

(8) The redemption provisions, if any, of the bonds as further set forth in Section 8 of this resolution;

(9) If necessary, upon the refunding of the Refunded Bonds, (i) to approve and execute an escrow agreement, with an escrow agent or letter of instructions (such escrow agreement or letter of instructions to be executed only if such document does not contain any terms contradictory to the terms of this Resolution and only upon the recommendation of Bond Counsel to Fairfax County and the Financial Advisor to Fairfax County), (ii) to appoint a verification agent and an escrow agent and (iii) to determine the particular escrow securities and the form thereof and the terms of any related agreement (including a forward purchase agreement for the delivery of open-market escrow securities), with respect thereto that in his judgment, upon the recommendation of the County's Financial Advisor, will improve the efficiency of the escrow securities in defeasing the Refunded Bonds.

The Board of Supervisors hereby further delegates to each of the County Executive and the Chief Financial Officer authority to allocate any premium received upon the sale of the bonds to (i) fund interest payments on the bonds which relate to projects financed that are under construction through a time period no later than December 1, 2014, (ii) pay costs of issuance of the bonds or (iii) as to any or all of the public improvement bonds, taking into account, among other things, the reoffering prices for the various maturities of the bonds, reduce the principal amount of the bonds to which such allocation is made proportionately as to produce proceeds approximately equal to the respective amounts authorized to be issued for such purposes by Section 1(a) and paragraph (c)(2) of this Section 6.

**Section 7. Forms of bonds.** The bonds shall bear the facsimile signatures of the Chairman or Vice Chairman and the Clerk of the Board of Supervisors and a facsimile of the official seal of the Board shall be imprinted on the bonds. The certificate of authentication of the Bond Registrar to be endorsed on all bonds shall be executed as provided hereinafter.

In case any officer of Fairfax County whose facsimile signature shall appear on any bonds shall cease to be such officer before the delivery of such bonds, such facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if she or he had remained in office until such delivery, and any bond may bear the facsimile signatures of such persons at the actual time of the execution of such bond shall be the proper officers to sign such bond although at the date of such bond such persons may not have been such officers.

No bond shall be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The bonds and the endorsement thereon shall be substantially in the following form:

[Depository Legend]

(Face of Bond)

No. \_\_\_\_\_

\$ \_\_\_\_\_

United States of America  
Commonwealth of Virginia

**FAIRFAX COUNTY**  
**Public Improvement [and/or Refunding] Bond, Series 2014 [A], [B], [C]**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>	<u>CUSIP</u>
[_____]	_____ %	_____, 2014	_____

**Fairfax County, Virginia**, is justly indebted and for value received hereby promises to pay to

\_\_\_\_\_

or registered assigns or legal representative on the date specified above (or earlier as hereinafter referred to), upon the presentation and surrender hereof, at the office of the Director of the Department of Finance of Fairfax County, Virginia (the "Bond Registrar"), in Fairfax County, Virginia, the principal sum of

\_\_\_\_\_ **DOLLARS**

and to pay interest on such principal sum from the date hereof or from the [\_\_\_\_\_ 1 or \_\_\_\_\_ 1] next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is an [\_\_\_\_\_ 1 or a \_\_\_\_\_ 1] to which interest shall have been paid, in which case from such date, such interest to the maturity hereof being payable on the 1st days of \_\_\_\_\_ and \_\_\_\_\_ in each year, the first interest payment date being \_\_\_\_\_, 2014, at the rate per annum specified above, until payment of such principal sum. The interest so payable on any such interest payment date will be paid to the person in whose name this bond (or the previous bond or bonds evidencing the same debt as that evidenced by this bond) is registered at the close of business on the record date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date, by wire transfer, at the discretion of the County, or check mailed to such person at his address as it appears on the bond registration books of the County. Both the principal of and the interest on this bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

For the prompt payment hereof, both principal and interest as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged.

This bond and the bonds of the series of which it is one are issued under and pursuant to a resolution duly adopted by the Board of Supervisors of Fairfax County, Virginia on December 3, 2013 (the "Resolution"), for [(i) the purpose of providing funds, with other available funds, for school improvements, transportation improvements and facilities, parks and park facilities, public safety facilities and public library facilities [and/or (ii) refunding portions of [ ] outstanding series of bonds of Fairfax County, Virginia designated [ ]].

The bonds of this series that mature on or before \_\_\_\_\_, 20\_\_ are not subject to redemption before maturity. Bonds that mature after \_\_\_\_\_ 1, 20\_\_ may be redeemed, at the option of the County, before their respective maturities on any date not earlier than \_\_\_\_\_ 1, 20\_\_, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price of par plus accrued interest to the redemption date.]

Term bonds of this series purchased or redeemed pursuant to a partial optional redemption by the County may be credited against the amortization requirements therefor as the County in its sole discretion may determine.

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by \$5,000.

Bonds may be redeemed only in increments of \$5,000 or whole multiples thereof. If a portion of a Bond is called for redemption, a new Bond in a principal amount equal to the unredeemed portion thereof will be issued to the bondholder upon the surrender thereof.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. If a portion of this bond shall be called for redemption, a new bond or bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner hereof or his legal representative upon the surrender hereof.

Any notice of optional redemption of the bonds may state that it is conditioned upon there being available 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 of 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 County, the corresponding notice of redemption shall be deemed to be revoked.

If the County gives an unconditional notice of redemption, then on the redemption date the Bonds called for redemption will become due and payable. If the County gives a conditional notice of redemption, and the amount of money to pay the redemption price of the affected Bonds shall have been set aside with the Trustee or a depository (either, a “depository”) for the purpose of paying such bonds, then on the redemption date the bonds will become due and payable. In either case, if on the redemption date the County holds money to pay the bonds called for redemption, thereafter no interest will accrue on those bonds, and a bondholder’s only right will be to receive payment of the redemption price upon surrender of those bonds.

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

The bonds are issuable in fully registered form in the denomination of \$5,000 or any multiple thereof. At the office of the Bond Registrar, in the manner and subject to the conditions provided in the Resolution, bonds may be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its office the books of the County for the registration of transfer of bonds. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new bond or bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this bond, of the same series and maturity and bearing interest at the same rate.

The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to the Resolution.

This bond is one of a series issued under the authority of and in full compliance with the Constitution and laws of Virginia, particularly the Public Finance Act of 1991, Chapter 26, Title 15.2, Code of Virginia, 1950, as amended, and pursuant to votes of a majority of the qualified voters of Fairfax County, Virginia, voting at elections duly called and held under the provisions of the Code of Virginia, 1950, as amended, and under orders of the Circuit Court of Fairfax County, Virginia, authorizing the Board of Supervisors of the County to proceed to carry out the wishes of the voters as expressed at such elections, and pursuant to resolutions duly adopted by the Board of Supervisors and the School Board of the County.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of Virginia to happen, exist and be performed precedent to and in the issuance of this bond have happened, exist and have been performed in due time, form and manner as so required, that the total indebtedness of Fairfax County, Virginia, including this bond, does not exceed any constitutional or statutory limitation thereon, and that provision has been made for the levy and collection of an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on this bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the resolution mentioned hereinafter until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

**IN WITNESS WHEREOF**, the Board of Supervisors of Fairfax County, Virginia, has caused this bond to be issued in the name of Fairfax County, Virginia, and the Board has caused this bond to bear the facsimile signatures of its Chairman and Clerk and a facsimile of the official seal of the Board to be imprinted hereon, all as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

(Facsimile signature)

(Facsimile signature)

\_\_\_\_\_  
**Chairman, Board of Supervisors  
of Fairfax County, Virginia**

\_\_\_\_\_  
**Clerk to the Board of Supervisors  
of Fairfax County, Virginia**

(Facsimile seal)

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds of the series designated herein and described in the within mentioned Resolution.

**Director of the Department of Finance of  
Fairfax County, Virginia as Bond Registrar**

By \_\_\_\_\_  
Authorized Signature

Date of authentication: \_\_\_\_\_, 2014

(Form of Assignment)

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned registered owner hereby sells, assigns and transfers unto

Please insert social security or  
other identifying number of assignee

\_\_\_\_\_  
\_\_\_\_\_

the within bond, and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to register the transfer of the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed\* by: \_\_\_\_\_

\*Signature(s) must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Trustee which requirements will include membership or participation in STAMP or such other “signature guarantee program” as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

**Section 8(a). Optional redemption.** The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority, subject to the limitations contained herein, to determine the optional redemption provisions of any bonds pursuant to the delegation set forth in Section 6(c)(8). The first optional call date for the bonds must be no earlier than 5 years and no later than 10.5 years after the date of issue of such bonds. The maximum redemption price for the bonds may not exceed 102% of the principal amount of the bonds to be redeemed. Bonds of a different series may contain different optional redemption provisions. Such delegation shall be effective only if the Board of Supervisors shall not then be in session (the Board of Supervisors not to be deemed in session if less than a quorum is present and voting). The bonds which are subject to optional redemption may be redeemed, at the option of Fairfax County, Virginia, before their respective maturities on any date not earlier than the optional redemption date, determined as set forth above, in whole or in part (in integral multiples of \$5,000), upon payment of the redemption price, determined as set forth above, plus accrued interest to the redemption date. The County Executive or the Chief Financial Officer, upon the recommendation of the Financial Advisor to the County, may determine that the public improvement refunding bonds shall not be subject to optional redemption prior to their maturity.

**Section 8(b). Mandatory redemption.** The term bonds, if any, shall be called for redemption, in part, in the principal amounts equal to the respective amortization requirements for the term bonds of such series (less the principal amount of any term bond of this series retired by purchase or optional redemption) at a price of par plus accrued interest thereon to the date fixed for redemption on a date specified pursuant to the delegation of authority contained in this resolution, preceding their maturity for which there is an amortization requirement.

In the event of a partial optional redemption or purchase of any such term bonds, the County will credit the principal amount of such term bonds so purchased or redeemed against the amortization requirements for the remaining term bonds outstanding in such amount and in such years as it in its sole discretion shall determine.

**Section 8(c). Redemption provisions in general.** If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the County in such manner as the County in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of the minimum authorized denomination or some multiple thereof and that, in selecting bonds for redemption, the County shall treat each bond as representing that number of bonds which is obtained by dividing the principal amount of such bond by such minimum authorized denomination.

In the case of redemptions of bonds at the option of the County, the County will select the maturities of the bonds to be redeemed.

The Board of Supervisors hereby delegates to each of the County Executive and the Chief Financial Officer the authority to modify the redemption provisions relating to the bonds based upon the recommendation of the County's financial advisor of current financial market considerations.

Not more than sixty (60) nor less than thirty (30) days before the redemption date of any bonds to be redeemed, whether such redemption be in whole or in part, the County shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of each bond to be redeemed in whole or in part at his address appearing upon the registration books of the County, but failure to mail such notice or any defect therein shall not affect the validity of the redemption. Each such notice shall set forth the date designated for redemption, the redemption price to be paid, the maturities of the bonds to be redeemed and, if less than all of the bonds of any one maturity then outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such bonds to be redeemed and, in the case of any bond to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such bond, a new bond or bonds in principal amount equal to the unredeemed portion of such bond will be issued.

Any notice of optional redemption of the Bonds may state that it is conditioned upon there being available 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 of 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 County, the corresponding notice of redemption shall be deemed to be revoked.

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

The County shall give notice as contemplated by Securities Exchange Act of 1934 Release No. 34-23856, dated December 3, 1986, including the requirement that notice be given to all organizations registered with the Securities and Exchange Commission as securities depositories, and to one or more information services of national recognition which disseminate redemption information with respect to municipal securities.

On or before the date fixed for redemption, moneys shall be deposited with the Bond Registrar to pay the principal of and the redemption premium, if any, on the bonds or portions thereof called for redemption as well as the interest accruing thereon to the redemption date thereof.

If a portion of a bond shall be called for redemption, the registered owner thereof or his attorney or legal representative shall present and surrender such bond to the Bond Registrar for payment of the principal amount thereof so called for redemption and the redemption premium, if any, on such principal amount, and the Bond Registrar shall authenticate and deliver to or upon the order of such registered owner or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the bond so surrendered, a bond or bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

**Section 9. Exchange; registration of transfer; Bond Registrar.** Bonds, upon surrender thereof at the office of the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of bonds of the same series and maturity, of any denomination or denominations authorized by this resolution and bearing interest at the same rate.

The transfer of any bond may be registered only upon the registration books of the County upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for such bond a new bond or bonds, registered in the name of the transferee, of any denomination or denominations authorized by this resolution, in an aggregate principal amount equal to the unredeemed principal amount of such bond so surrendered, of the same series and maturity and bearing interest at the same rate.

In all cases in which bonds shall be exchanged or the transfer of bonds shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time bonds in accordance with the provisions of this resolution. All bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. The County or the Bond Registrar may make a charge for any governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made for exchanging or registering the transfer of bonds under this resolution. The Bond Registrar shall not be required to exchange or register the transfer of any bond called for redemption in whole or in part pursuant to Section 8 of this resolution.

As to any bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any such bond and the interest on any such bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond, including the redemption premium, if any, and the interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration, registration of transfer and exchange of bonds within a reasonable time according to then current commercial standards and for the timely payment of principal, interest and any redemption premium with respect to the bonds. The Director of the Department of Finance of Fairfax County, Virginia, is hereby appointed the registrar, transfer agent and paying agent for the bonds (collectively the "Bond Registrar"), subject to the right of the Board of Supervisors of the County to appoint another Bond Registrar, and as such shall keep at his office the books of the County for the registration, registration of transfer, exchange and payment of the bonds as provided in this resolution.

**Section 10. Full faith and credit pledged.** For the prompt payment of the principal of and the interest on the bonds authorized by this resolution as the same shall become due, the full faith and credit of Fairfax County, Virginia, are hereby irrevocably pledged, and each year while any of the bonds shall be outstanding, to the extent other funds of the County are not lawfully available and appropriated for such purpose, there shall be levied and collected in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the interest on the bonds as such principal and interest shall become due, which tax shall be without limitation and in addition to all other taxes authorized to be levied in the County.

**Section 11. Continuing Disclosure Agreement.** The Chairman or Vice Chairman of the Board of Supervisors, the County Executive and the Chief Financial Officer, or such officer or officers of the County as may be designated, is hereby authorized and directed to execute a Continuing Disclosure Agreement, in the form contained in the draft Preliminary Official Statement presented at this meeting, setting forth the reports and notices to be filed by the County and containing such covenants as may be necessary in order to show compliance with the provisions of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

**Section 12. Tax covenant.** The County covenants to take all action, and to refrain from taking any action, necessary under the Internal Revenue Code of 1986, as amended, to ensure that interest on any tax-exempt bonds will remain not includable in gross income for Federal income tax purposes to the same extent as it is not includable on the date of closing on such bonds.

**Section 13. Certificate concerning delegation.** The County Executive or the Chief Financial Officer shall execute a Certificate or Certificates evidencing determinations or other actions taken pursuant to the authority granted in this resolution, and any such Certificate shall be conclusive evidence of the action or determination of such County Executive or the Chief

Financial Officer as stated therein. The delegations of authority in this resolution to the County Executive and the Chief Financial Officer are to each of them severally, and any action taken by either the County Executive or the Chief Financial Officer pursuant to such delegations of authority is sufficient for all purposes of this resolution.

**Section 14. Authority of officers.** The officers and agents of Fairfax County are hereby authorized and directed to do all the acts and things required of them by the bonds and by this resolution for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the bonds and in this resolution.

**Section 15. Certification and filing.** The Clerk of the Board of Supervisors is hereby authorized and directed to file a certified copy of this resolution and a certified copy of the resolution of the School Board of the County with the Circuit Court of Fairfax County, Virginia.

**A Copy - Teste:**

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**Clerk to the Board of Supervisors**

**DRAFT Critical Path Events**  
**Fairfax County, Virginia**  
**General Obligation Public Improvement Bonds, Series 2014**

October 2013							November 2013							December 2013							January 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5							1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				26	27	28	29	30	31		

Week of	Activity & Event	Responsible Party
October 14 <sup>th</sup>	Monday, October 14 <sup>th</sup> – Columbus Day (County office closed) First draft of Bond Documents distributed	-- SA
October 21 <sup>st</sup>	Comments due on Bond Documents	FX
October 28 <sup>th</sup>	Second draft of Bond Documents distributed First Draft of Rating Agency Presentation Distributed	SA FX
November 4 <sup>th</sup>	Tuesday, November 6 <sup>th</sup> – Board Title Due Thursday, November 8 <sup>th</sup> – Board Item Due Send Draft Bond Documents to School Board Comments due on Rating Agency Presentation	FX FX FX, PFM FX, PFM
November 18 <sup>th</sup>	Monday November 18 <sup>th</sup> – School Board considers Bond Documents Friday, November 22 <sup>nd</sup> – Meet on Second Draft of Rating Agency Presentation	-- FX, PFM
November 25 <sup>th</sup>	Thursday, November 28 <sup>th</sup> – Thanksgiving Holiday (County office closed) Friday, November 29 <sup>th</sup> – County Offices Closed	-- --
December 2 <sup>nd</sup>	Tuesday, December 3 <sup>rd</sup> – Board considers Bond Documents Finalize Rating Agency Presentation & Print Shop Production Draft Bond Documents sent to Rating Agencies Thursday, December 5 <sup>th</sup> – Rating Agency Meetings in Fairfax (Fitch)	FX FX, PFM FX, PFM PFM FX, PFM
December 9 <sup>th</sup>	Wednesday, December 11 <sup>th</sup> – Rating Agency Meetings in Fairfax (Moody's) Thursday, December 12 <sup>th</sup> – Rating Agency Meetings in Fairfax (S&P)	FX, PFM FX, PFM
December 23 <sup>rd</sup>	Tuesday, December 24 <sup>th</sup> – Christmas Eve (County Offices Open Half Day) Wednesday, December 25 <sup>th</sup> – Christmas Holiday (County office closed)	-- --
December 30 <sup>th</sup>	Wednesday, January 1 <sup>st</sup> – New Year's Holiday (County office closed) NLT Wednesday, January 3 <sup>rd</sup> – Ratings Received	-- -- --
January 6 <sup>th</sup>	Tuesday, January 7 <sup>th</sup> – POS and NOS distributed	SA
January 13 <sup>th</sup>	Tuesday, January 14 <sup>th</sup> – Competitive Bond Sale	FX, PFM

**DRAFT Critical Path Events**  
**Fairfax County, Virginia**  
**General Obligation Public Improvement Bonds, Series 2014**

October 2013							November 2013							December 2013							January 2014						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

Week of	Activity & Event	Responsible Party
January 20 <sup>th</sup>	Monday, January 20 <sup>th</sup> – Martin Luther King, Jr. Day (County office closed) Finalize and Mail OS and Closing Documents	-- All
January 27 <sup>th</sup>	Wednesday, January 28 <sup>th</sup> – Closing and investment of bond proceeds	All

Legend:

FX = Fairfax County

PFM = Public Financial Management, Financial Advisor

SA = Sidley Austin, Bond Counsel

**Schedule of Bond Purposes  
FY 2014 Bond Sale - Series 2014A (New Money)**

Fund	Category	Referendum Date	BEGIN Authorized But Unissued	FY 2014 Bond Sale Projection	END Authorized But Unissued Balance
<b>County</b>					
300-C30030	Library Facilities	11/2/04	6,135,000	6,135,000	-
	Library Facilities	11/6/12	25,000,000		25,000,000
300-C30010	NVRPA*	11/6/12	6,000,000		6,000,000
300-C30010	Newington Bus Garage**	11/6/07	19,290,000	6,000,000	13,290,000
300-C30050	Road Bond Construction	11/6/07	71,167,000	30,000,000	41,167,000
300-C30000	Transportation Facilities (Metro)	11/2/10	75,690,000	29,500,000	46,190,000
300-C30070	Public Safety Facilities	11/7/06	72,390,000	45,900,000	26,490,000
	Public Safety Facilities	11/6/12	55,000,000		55,000,000
300-C30020	Historic Old Courthouse / Public Safety	11/7/06	4,100,000	4,100,000	-
300-C30400	Park Authority	11/4/08	26,173,000	13,000,000	13,173,000
	Park Authority	11/6/12	63,000,000		63,000,000
400-40100	Flood Control	11/6/12	30,000,000		30,000,000
<b>Subtotal County</b>			<b>\$453,945,000</b>	<b>\$134,635,000</b>	<b>\$319,310,000</b>
<b>Schools</b>					
390		11/3/09	170,575,000	155,000,000	15,575,000
390		11/8/11	252,750,000	-	252,750,000
390		11/6/13	250,000,000	-	
<b>Subtotal Schools</b>			<b>\$673,325,000</b>	<b>\$155,000,000</b>	<b>\$518,325,000</b>
<b>TOTAL COUNTY AND SCHOOLS</b>			<b>\$1,127,270,000</b>	<b>\$289,635,000</b>	<b>\$837,635,000</b>

\* The County sold \$6 million as part of the 2013 Series A General Obligation Bond Sale.  
Of this amount, the County provided \$3 million to NVRPA in FY 2013 and will allocate the \$3m balance in FY 2014.

\*\* Newington School Bus Garage renovation funding approved as part of 11-6-07 School Bond Referendum

A RESOLUTION REQUESTING THE BOARD OF SUPERVISORS  
OF FAIRFAX COUNTY, VIRGINIA, TO ISSUE AND SELL SCHOOL BONDS OF  
FAIRFAX COUNTY, VIRGINIA, TOTALING \$161,000,000 AND APPROVING THE FORM  
OF A TAX CERTIFICATE AND AUTHORIZING THE EXECUTION THEREOF

WHEREAS, at an election duly called and held on November 6, 2007, a majority of the qualified voters of Fairfax County, Virginia, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of Fairfax County, Virginia, in the aggregate principal amount of \$365,200,000 (the “2007 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the referendum was for purposes of providing up to \$315,200,000, in addition to funds from school bonds previously authorized and any other available funds, to finance the costs of additional capital improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system and providing up to \$50,000,000, in addition to any other available funds, to finance the cost of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school buses, school vehicles and other County vehicles; and

WHEREAS, the Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”) has heretofore issued \$345,910,000 of the bonds authorized by the 2007 Referendum, leaving a balance of \$19,290,000 authorized but unissued bonds; and

WHEREAS, at an election dully called and held on November 3, 2009, a majority of the qualified voters of Fairfax County, Virginia, voting on the question, approved contracting a debt, borrowing money and issuing school bonds of Fairfax County, Virginia, in the aggregate principal amount of \$232,580,000 (the “2009 Referendum”); and

WHEREAS, the stated purpose of the school bonds authorized in the referendum was for purposes of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system; and

WHEREAS, the Board of Supervisors has heretofore issued \$62,005,000 of the bonds authorized by the 2007 Referendum, leaving a balance of \$170,575,000 authorized but unissued bonds; and

WHEREAS, the School Board of Fairfax County, Virginia (the “School Board”) deems it advisable for the Board of Supervisors to (i) issue school bonds from the November 6, 2007 referendum from which the proceeds from the sale of such school bonds will equal \$6,000,000 and issue school bonds from the November 3, 2009 referendum from which proceeds from the

sale of such school bonds will equal \$155,000,000 (collectively the “School Bonds”); (ii) to determine certain pricing and sale details of the School Bonds and (iii) to determine whether to refund any prior public improvement bonds of Fairfax County, Virginia which were issued for school improvements (the “Board of Supervisors Actions”); and

WHEREAS, the School Board recognizes that it will be necessary for it to make certain certifications regarding the use of the proceeds of the School Bonds and any refunding bonds for federal income tax purposes;

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

Section 1. For the purpose of providing funds, in addition to funds from school bonds previously authorized and any other available funds, to finance, including reimbursement to the County for temporary financing for, the costs of additional capital school improvements, including acquiring, building, expanding and renovating properties, including new sites, new buildings or additions, renovations and improvements to existing buildings, and furnishings and equipment, for the Fairfax County public school system and providing funds, in addition to any other available funds, to finance the cost of expanding, renovating, improving, furnishing and equipping facilities for the repair and other servicing of school buses, school vehicles and other County vehicles, the Board of Supervisors is hereby requested to issue the School Bonds, subject to the Board of Supervisors Actions, from which the proceeds from the sale of such School Bonds will equal \$161,000,000 and provide for the sale of such bonds and any refunding bonds at this time.

Section 2. The form of a certificate attached to this resolution as Appendix A (the “School Board Tax Certificate”) to be executed by the School Board in connection with the issuance of the School Bonds and any refunding bonds is approved in all respects and the Chairman, Vice Chairman or any other member or officer of the School Board designated in writing by the Chairman of the School Board is hereby authorized and directed to approve, by execution and delivery, the School Board Tax Certificate in substantially the form presented to this meeting together with such changes, modifications, insertions and deletions as the Chairman, Vice Chairman or such designated member or officer, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the School Board.

Section 3. The Clerk of the School Board is hereby authorized and directed to file two certified copies of this resolution with the Board of Supervisors.

**CERTIFICATE OF THE SCHOOL BOARD**

This certificate is provided to the County of Fairfax, Virginia (the “County”) by the School Board of the County of Fairfax, Virginia (the “School Board”) in connection with the issuance by the County of its [\$\_\_\_\_,\_\_\_\_,000 Public Improvement Bonds, Series 2014 [ ] [ ] and \$\_\_\_\_\_ Public Improvement Refunding Bonds, Series 2014 [ ] [ ] (collectively, the “Bonds”), the proceeds of which will be used to finance the cost of constructing, furnishing, acquiring and equipping school improvements (the “[New] School Projects”) [and to refinance school projects that were financed with the proceeds of the County’s \_\_\_\_\_ Bonds and \_\_\_\_\_ Bonds (the “Refunded School Projects” and together with the New School Projects, the “School Projects”)],

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The School Board recognizes that some of the representations made by the County in its Tax Certificate dated \_\_\_\_\_, 2014 and executed in connection with the issuance of the Bonds (the “Tax Certificate”) must be based on the representations and certifications of the School Board and that the exclusion from gross income of the interest on the Bonds for federal income tax purposes depends on the use of proceeds of the Bonds.

Accordingly, the School Board certifies that it has reviewed the representations set forth in Section 1 of Part B of the Tax Certificate to which this certificate is attached regarding the use of proceeds of the Bonds and the School Projects and that such representations, to the extent they relate to the School Projects, are true and correct, except as follows: (i) with respect to paragraph (d) (“Definition of Private Use”), in the second paragraph, fourth line, after (“General Public Use”), there shall be deemed to be inserted “or other than as is excepted as private use by U.S. Treasury Regulations,” and (ii) with respect to paragraph (e) (“Management and Service Contracts”), the references to Revenue Procedure 97-13 shall be deemed to include “or other applicable law.” Furthermore, such representations are hereby incorporated by reference in this certificate and shall be treated as representations made by the School Board with respect to the School Projects as if set forth herein. The School Board shall not take any action that is inconsistent with such representations.

The School Board further covenants that:

(a) it shall not sell or otherwise dispose of the School Projects prior to the final maturity date of the Bonds of [\_\_\_\_ 1, 20\_\_] except as shall be permitted in the opinion of an attorney or firm of attorneys, acceptable to the County, nationally recognized as experienced with respect to matters pertaining to the exclusion of interest on obligations of States and political subdivisions from gross income for federal income tax purposes; and

(b) it shall not knowingly take any action which will, or fail to take any action which failure will, cause the interest on the Bonds to become includable in the gross income of the owners of the Bonds for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations promulgated thereunder in effect on the date of

original issuance of the Bonds and for purposes of assuring compliance with Section 141 of the Code.

School Board of the County of Fairfax, Virginia

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Name:

Title:

Date: \_\_\_\_\_, 2014

\*\*\*\*\*

I hereby certify the above is a true and correct copy of a resolution adopted by the School Board of Fairfax County, Virginia, at a regular meeting held on \_\_\_\_\_, 2013 at \_\_\_\_\_, Virginia.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pamela Goddard, Clerk  
School Board of  
Fairfax County, Virginia

**NOTICE OF SALE**

\$ \_\_\_\_\_\*

**FAIRFAX COUNTY, VIRGINIA**

\$ \_\_\_\_\_\* **Public Improvement Bonds, Series 2014A and**

\$ \_\_\_\_\_\* **Public Improvement Refunding Bonds, Series 2014B**

Electronic Bids, BiDCOMP/Parity Competitive Bidding System (“BiDCOMP/Parity”) only, will be received by the Board of Supervisors of Fairfax County, Virginia, until [10:45 a.m.], Fairfax, Virginia Time, on

**January 14, 2014\***

for the purchase of all, but not less than all, of the \$ \_\_\_\_\_\* Public Improvement Bonds, Series 2014A (the “Series 2014A Bonds”) and \$ \_\_\_\_\_\* Public Improvement Refunding Bonds (the “Series 2014B Bonds,” and together with the 2014A Bonds, the “Bonds”) of Fairfax County, Virginia (the “Bonds”), dated the date of their delivery and maturing, subject to the right of prior redemption as hereinafter set forth, on the [1st day of October] in the following years and in the following amounts, respectively:

**Initial Maturity Schedule for Series 2014A Bonds\***

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
2014	\$	2024	\$
2015		2025	
2016		2026	
2017		2027	
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	

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\* Preliminary, subject to change.

**Initial Maturity Schedule for Series 2014B Bonds \***

<u>Year of Maturity</u>	<u>Principal Amount*</u>	<u>Year of Maturity</u>	<u>Principal Amount*</u>
20__	\$	20__	\$
20__		20__	
20__		20__	
20__		20__	

The County reserves the right to change the date for receipt of bids (the “Scheduled Bid Date”) in accordance with the section of this Notice of Sale entitled “Change of Bid Date and Closing Date; Other Changes to Notice of Sale.”

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\* Preliminary, subject to change.

**BID PARAMETERS TABLE FOR THE BONDS\***

INTEREST		PROCEDURAL	
Dated Date:	Date of Delivery	Sale Date and Time:	Bids due [January 14, 2014] at 10:45 AM Local Time
Anticipated Delivery Date:	[January 28, 2014]	Bid Submission:	Electronic bids through PARITY Only
Interest Payments Dates:	April 1 and October 1	All or None?	Yes
First Interest Payment Date:	[October 1, 2014]	Bid Award Method:	Lowest TIC
Coupon Multiples:	1/8 or 1/20 of 1%	Good Faith Deposit:	1% of the Bid Maturity Schedules, as more fully described on page 6, under "Good Faith Deposit"
Zero Coupons:	Not Permitted		
Split Coupons:	Not Permitted		

**BID PARAMETERS TABLE FOR SERIES 2014A BONDS\***

PRINCIPAL		PRICING	
Optional Redemption:	Due on and after October 1, 20__, callable on October 1, 20__ and thereafter at par	Max. Aggregate Bid Price:	No Limit
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	No Limit
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Any two or more consecutive maturities may be designated as term bonds	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	5.0%
		Low Coupon per Maturity:	%

**BID PARAMETERS TABLE FOR SERIES 2014B BONDS\***

PRINCIPAL		PRICING	
Optional Redemption:	Due on and after October 1, 20__, callable on __ 1, 20__ and thereafter at par	Max. Aggregate Bid Price:	No Limit
Post-bid Principal Increases in Aggregate:	10%	Min. Aggregate Bid Price:	104.0%
Post-bid Principal Reductions in Aggregate:	10%	Max. Price per Maturity:	No Limit
Term Bonds:	Not Permitted	Min. Price per Maturity:	No Limit
		High Coupon per Maturity:	
		Low Coupon per Maturity:	No Limit

\* Subject to the detailed provisions of this Notice of Sale.

## **Changes to Initial Maturity Schedule for the Series 2014A Bonds and Initial Maturity Schedule for the Series 2014B Bonds**

The Initial Maturity Schedule for the Series 2014A Bonds and the Initial Maturity Schedule for the Series 2014B Bonds (collectively, the “Initial Maturity Schedules”) set forth on pages 1 and 2 above represent an estimate of the principal amount of Bonds to be sold. The County hereby reserves the right to change the Initial Maturity Schedules, based on market conditions prior to the sale, by announcing any such change not later than 30 minutes prior to the announced time and date for receipt of bids via TM3 ([www.tm3.com](http://www.tm3.com)). The resulting schedule of maturities will become the “Bid Maturity Schedule for the Series 2014A Bonds” and the “Bid Maturity Schedule for the Series 2014B Bonds” (collectively, the “Bid Maturity Schedules”). If no such change is announced, the Initial Maturity Schedules will become the Bid Maturity Schedules.

## **Changes to Bid Maturity Schedule**

The County hereby further reserves the right to change the Bid Maturity Schedules after the determination of the winning bidder, by increasing or decreasing the aggregate principal amount of one or more Series of the Bonds, subject to the limitation of no more than a 10% increase or decrease in the aggregate principal amount of any such Series.

THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR THE INITIAL REOFFERING TERMS (AS HEREAFTER DEFINED) AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS WITHIN THESE LIMITS. The dollar amount bid by the successful bidder will be adjusted to reflect any adjustments in the final aggregate principal amount of each Series of the Bonds. Such adjusted bid price will reflect changes in the dollar amount of the underwriters’ discount and original issue discount/premium, if any, but will not change the selling compensation per \$1,000 of par amount of each Series of Bonds (or in the event that the County rejects bids on either the Series 2014A Bonds or the Series 2014B Bonds, but not both, the remaining Series of Bonds) from the selling compensation that would have been received based on the purchase price in the winning bid and the Initial Reoffering Terms. The interest rates specified by the successful bidder for the various maturities at the Initial Reoffering Terms will not change. The County anticipates that the final annual principal amounts and the final aggregate principal amount of the Bonds will be communicated to the successful bidder within twenty-four hours of the County’s receipt of the initial public offering prices and yields of the Bonds (the “Initial Reoffering Terms”).

## **Book-Entry System**

The Bonds will be issued by means of a book-entry system with no physical distribution of bond certificates made to the public. One bond certificate for each maturity of a Series will be issued to The Depository Trust Company, New York, New York (“DTC”), and immobilized in its custody. The book-entry system will evidence beneficial ownership interests of the Bonds in the principal amount of \$5,000 and any multiple thereof, with transfers of beneficial ownership interests effected on the records of DTC participants and, if necessary, in turn by DTC pursuant

to rules and procedures established by DTC and its participants. The successful bidder, as a condition to delivery of the Bonds, shall be required to deposit the bond certificates with DTC, registered in the name of Cede & Co., nominee of DTC. Interest on the Bonds will be payable on each April 1 and October 1, the first interest payment date being [October 1, 2014], and principal of and any redemption premium on the Bonds will be payable at maturity or upon prior redemption, to DTC or its nominee as registered owner of the Bonds. Transfer of principal, interest and any redemption payments to participants of DTC will be the responsibility of DTC, and transfer of principal, interest and any redemption payments to beneficial owners of the Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The County will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the County determines that continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the beneficial owners of the Bonds, the County will discontinue the book-entry system with DTC. If the County fails to select another qualified securities depository to replace DTC, the County will deliver replacement Bonds in the form of fully registered certificates.

## **The Bonds**

The Bonds will be general obligations of Fairfax County, Virginia, and all taxable property therein will be subject to the levy of an annual ad valorem tax sufficient in amount to provide for the payment of the principal of and the interest on the bonds as the same become due, which tax will be without limitation as to rate or amount and will be in addition to all other taxes authorized to be levied in the County to the extent other funds of the County are not lawfully available and appropriated for such purposes.

The Series 2014A Bonds are being issued as a series of bonds authorized for the purpose of providing funds, with other available funds, for providing funds for School Improvements (\$161,000,000), Transportation Improvements and Facilities (\$59,500,000), Public Safety Facilities (\$50,000,000), Parks and Park Facilities (\$13,000,000 and Public Library Facilities (\$6,135,000).

The Series 2014B Bonds are being issued refund certain maturities or portions thereof of the County's outstanding general obligation bonds in order to achieve present value debt service savings. If the County's savings threshold is not met, the County reserves the right to adjust the principal amounts and maturities of the Series 2014B Bonds, as specified in this Notice of Sale, and to reject all bids relating to the Series 2014B Bonds.

## **Term Bonds and Mandatory Redemption**

The successful bidder of the Series 2014A Bonds may designate two or more of the consecutive serial maturities to be a term bond maturity equal in aggregate principal amount, and with sinking fund requirements corresponding, to such designated serial maturities.

No term bonds are permitted on the Series 2014B Bonds.

### **Optional Redemption**

The Series 2014A Bonds maturing on or before [October 1, 20\_\_], are not subject to optional redemption before their maturity. The Series 2014A Bonds maturing after [October 1, 20\_\_], are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than [October 1, 20\_\_], in whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

The Series 2014B Bonds maturing before October 1, 20\_\_, are not subject to optional redemption before their maturity. The Series 2014B Bonds maturing on or after October 1, 20\_\_, are subject to redemption prior to maturity, at the option of the County, from any money available for such purpose on any date not earlier than \_\_\_\_ 1, 20\_\_, in whole or in part (in integral multiples of \$5,000) at any time, at a redemption price equal to the principal amount thereof, together with the interest accrued to the redemption date on the principal amount to be redeemed.

### ***Electronic Bidding and Bidding Procedures***

#### **Registration to Bid**

All prospective bidders must be contracted customers of i-Deal LLC's BiDCOMP/Parity Competitive Bidding System. If you do not have a contract with BiDCOMP/Parity, call (212) 404-8102 to inquire about becoming a customer. By submitting a bid for the Bonds, a prospective bidder represents and warrants to the County that such bidder's bid for the purchase of the Bonds (if a bid is submitted in connection with the sale) is submitted for and on behalf of such prospective bidder by an officer or agent who is duly authorized to bind the prospective bidder to a legal, valid and enforceable contract for the purchase of the Bonds. By contracting with BiDCOMP/Parity a prospective bidder is not obligated to submit a bid in connection with the sale.

**IF ANY PROVISIONS OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BiDCOMP/Parity AS APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE OF SALE, AS IT MAY BE AMENDED BY THE COUNTY AS DESCRIBED WITHIN, SHALL CONTROL.** Further information about BiDCOMP/Parity, including any fee charged, may be obtained from BiDCOMP/Parity at (212) 404-8102.

#### **Disclaimer**

Each prospective bidder shall be solely responsible to register to bid via BiDCOMP/Parity. Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access BiDCOMP/Parity for purposes of submitting its bid in a timely

manner and in compliance with the requirements of the Notice of Sale. Neither the County nor BiDCOMP/Parity shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the County nor BiDCOMP/Parity shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, BiDCOMP/Parity. The County is using BiDCOMP/Parity as a communication mechanism, and not as the County's agent, to conduct the electronic bidding for the Bonds. The County is not bound by any advice and determination of BiDCOMP/Parity to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via BiDCOMP/Parity are the sole responsibility of the bidders, and the County is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Bonds, it should telephone BiDCOMP/Parity and notify Public Financial Management, Inc., the County's financial advisor, by telephone at (703) 741-0175. After receipt of bids is closed, the County through BiDCOMP/Parity will indicate the apparent successful bidder. Such message is a courtesy only for viewers and does not constitute the award of the Bonds. Each bid will remain subject to review by the County to determine its true interest cost rate and compliance with the terms of this Notice of Sale.

### **Bidding Procedures**

Bids must be submitted electronically for the purchase of all, but not less than all, of the Bonds (both the Series 2014A Bonds and the Series 2014B Bonds) by means of the Fairfax County, Virginia AON (all or none) Bid Form (the "Bid Form") via Parity. Bids must be communicated electronically to Parity by [10:45 a.m.], Fairfax, Virginia Time on the Scheduled Bid Date unless postponed as described herein (see "Change of Bid Date and Closing Date"). Prior to that time, a prospective bidder may input and save the proposed terms of its bid in BiDCOMP. Once the final bid has been saved in BiDCOMP, the bidder may select the final bid button in BiDCOMP to submit the bid to Parity. Once the bids are released electronically via Parity to the County, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on BiDCOMP shall constitute the official Fairfax, Virginia Time. For information purposes only, bidders are requested to state in their bids the true interest cost to the County, as described under "Award of Bonds" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by facsimile transmission or in any other medium or on any system other than by means of the Bid Form via Parity. No bid will be received after the time for receiving such bids specified above.

The County reserves the right to accept the bid on only the Series 2014A Bonds or the Series 2014B Bonds as described under "Right of Rejection" below. In the event of such occurrence the awarded bid for the accepted Series shall be determined as set forth in "Award of Bonds" below.

### **Good Faith Deposit**

After receipt of bids is closed and prior to the award, the apparent successful bidder indicated on BidCOMP/Parity must submit a good faith deposit (the “Deposit”) for 1% of the Bid Maturity Schedules to the County by wire transfer. The award to the apparent successful bidder is contingent upon receipt of the Deposit, and the Bonds will not be awarded to such bidder until the County has confirmation of receipt of the Deposit.

Wire instructions for the Deposit are as follows:

Bank Name: Bank of America VA/Rich  
 ABA: 026 009 593  
 Account Name: County of Fairfax, Deposit Account  
 Account Number: 0000 7902 5799  
 Attention: Tammy Kennedy-Nichols, 410-547-4320  
 Reference your company, company contact, phone number or other helpful identification

Award or rejection of bids will be made by or on behalf of the Board of Supervisors of Fairfax County, Virginia, on the date above stated for the receipt of bids. The proceeds of the Deposit will be held as security for the performance of the successful bidder’s bid and applied to the purchase price of the Bonds, but, in the event the successful bidder shall fail to comply with the terms of its bid, the Deposit will be retained as and for full liquidated damages. No interest will be allowed thereon.

### **Award of Bonds**

Award or rejection of bids will be made by the County prior to [4:45 p.m., Fairfax, Virginia Time on the date of receipt of bids. ALL BIDS SHALL REMAIN FIRM UNTIL 4:45 P.M., FAIRFAX, VIRGINIA TIME, ON THE DATE OF RECEIPT OF BIDS. An award of the Bonds, if made, will be made by the County within such six-hour period of time (10:45 a.m. – 4:45 p.m.)]

The Bonds will be awarded to the bidder offering to purchase the Bonds at the lowest “True or Canadian” interest cost (“TIC”), such cost to be determined by doubling the semiannual interest rate (compounded semiannually) necessary to discount the aggregate price bid of the Bonds, the payments of the principal of and the interest on the Bonds from their payment dates to the dated date of the Bonds. If two or more bidders offer to purchase the Bonds at the same lowest TIC, the Bonds may be apportioned between such bidders if it is agreeable to each of the bidders who have offered the bids producing the same lowest TIC, provided, that if apportionment is not acceptable to such bidders the County will have the right to award the Bonds to one of such bidders. There will be no auction.

In the event that the County rejects bids on either the Series 2014A Bonds or the Series 2014B Bonds (but not both), the remaining series of bonds will be awarded to the bidder offering to purchase such remaining series of bonds at the lowest TIC.

### **Right of Rejection**

The County expressly reserves the right (i) to waive any informalities, (ii) to reject all bids, any incomplete bid or any bid not fully complying with all of the requirements set forth herein, and (iii) to solicit new bids or proposals for the sale of the Bonds or otherwise provide for the public sale of the Bonds if all bids are rejected or the winning bidder defaults, including, without limitation, sale of the Bonds to one or more of the losing or rejected bidders without regard to their original bid or its relationship to any other bid.

The County reserves the right to reject bids on the Series 2014A Bonds and the Series 2014B Bonds separately, and the County may reject bids on one series but not the other.

### **Change of Bid Date and Closing Date; Other Changes to Notice of Sale**

The County reserves the right to postpone, from time to time, the date and time established for the receipt of bids and will undertake to announce any such change via TM3 ([www.tm3.com](http://www.tm3.com)).

Any postponement of the bid date will be announced via TM3 not later than one hour prior to the announced time for receipt of the bids. An alternative bid date and time will be announced via TM3 at least 18 hours prior to such alternative bid date.

On such alternative bid date and time, the County will accept bids for the purchase of the Bonds, such bids to conform in all respects to the provisions of this Notice of Sale, except for the changes in the date and time for bidding and any other changes announced via TM3 at the time the bid date and time are announced.

The County may change the scheduled delivery date for the Bonds by notice given in the same manner as set forth for a change in the date for the receipt of bids.

The County reserves the right to otherwise change this Notice of Sale. The County anticipates that it would communicate any such changes via TM3 by 4:00 p.m., Fairfax, Virginia Time on the date prior to the scheduled date for receipt of bids but no later than 30 minutes prior to the scheduled time and date for receipt of bids.

### **Conflict Waiver**

Sidley Austin LLP is serving as Bond Counsel in connection with the issuance and sale of the Bonds. By placing a bid, each bidder represents that it understands that Sidley Austin LLP, in its capacity as Bond Counsel, represents the County, and the successful bidder waives any conflict of interest that Sidley Austin LLP's involvement in connection with the issuance and sale of the Bonds to such successful bidder presents.

## **Undertakings of the Successful Bidder**

The successful bidder shall make a bona fide public offering of all of the Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers who are not purchasing for their own account as ultimate purchasers without a view to resell) and will, within 30 minutes after being notified of the award of the Bonds, advise the County in writing (via facsimile transmission) of the Initial Reoffering Terms. Prior to the delivery of the Bonds, the successful bidder will furnish a certificate acceptable to Bond Counsel as to the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty.

## **Delivery**

The Bonds will be delivered on or about January 28, 2014, in New York, New York, at DTC against payment of the purchase price therefor (less the amount of the Deposit) in Federal Reserve funds.

The approving opinion of Sidley Austin LLP, Washington, D.C., in substantially the form appearing in the Preliminary Official Statement, will be furnished without cost to the successful bidder. There will also be furnished the usual closing papers, including certifications as to the Official Statement and no-litigation.

## **CUSIP Numbers**

CUSIP numbers are to be applied for by the successful bidder with respect to the Bonds. The County will assume no obligation for the assignment of such numbers or for the correctness of such numbers, and no error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery or make payment for the Bonds.

## **Official Statements**

Copies of the Preliminary Official Statement may be obtained without cost via the Internet at [www.i-dealprospectus.com](http://www.i-dealprospectus.com). The Preliminary Official Statement at its date is “deemed final” by the County for purposes of the Securities and Exchange Commission Rule 15c2-12 adopted under the Securities Exchange Act of 1934, as amended (the “Rule”), but is subject to revision, amendment and completion.

After the award of the Bonds, the County will prepare copies of the Official Statement (no more than 300) and will include therein such additional information concerning the reoffering of the Bonds as the successful bidder may reasonably request; provided, however, that the County will not include in the Official Statement a “NRO” (“not reoffered”) designation with respect to any maturity of the Bonds. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering. The County expects the successful bidder to deliver copies of

such Official Statement to persons to whom such bidder initially sells the Bonds and to The Electronic Municipal Market Access System (“EMMA”) administered by the Municipal Securities Rulemaking Board. The successful bidder will be required to acknowledge receipt of such Official Statement, to certify that it has made delivery of the Official Statement to EMMA and to acknowledge that the County expects the successful bidder to deliver copies of such Official Statement to persons to whom such bidder initially sells the Bonds and to certify that the Bonds will only be offered pursuant to such Official Statement and only in states where the offer is legal. The successful bidder will be responsible to the County in all respects for the accuracy and completeness of information provided by such successful bidder with respect to such reoffering.

In general, the Rule prohibits an underwriter from purchasing or selling municipal securities, such as the Bonds, unless it has determined that the issuer of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule, if material. The County will provide to EMMA annual information respecting the County, including audited financial statements. In addition, the County will provide to EMMA the required notice of the occurrence of any events described in the Rule.

Official Statements will be provided within seven (7) business days after the date of the award of the Bonds in such quantities as may be necessary for the successful bidder’s regulatory compliance.

Further information will be furnished upon application to Public Financial Management, Inc. at (703) 741-0175.

### **Reservation of Rights**

The right to reject any or all bids and to waive any irregularity or informality in any bid is reserved.

**BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**

**By: Catherine A. Chianese, Clerk**

ACTION – 5

Action on a Parking Reduction for Huntington Avenue Properties (Mount Vernon District)

ISSUE:

Board action on a parking reduction for A&R Huntington Avenue Properties, Tax Maps #083-1-08-0092A, 0092B, 0093A, 0093B and 0094A, Mount Vernon District.

RECOMMENDATION:

The County Executive recommends that the Board disapprove a parking reduction of 100 percent (16 fewer spaces) of the required parking for the secondary/retail component of the proposed development and 27.8 percent reduction (62 fewer spaces) for the residential component. Overall, the applicant's request is for a 32.6% reduction pursuant to Paragraph 5 of Section 11-102 of Chapter 112 (Zoning Ordinance) of the Code of the County of Fairfax, Virginia, as described in the attached Revised Parking Reduction (#25678-PKS-001).

Should the Board desire to approve the parking reduction request, the County Executive recommends that the approval be conditioned upon the following:

1. A minimum of 161 garage parking spaces shall be maintained on site at all times to serve the 139 residential dwelling units at a rate of no fewer than 1.1 spaces per dwelling unit. The 161 parking spaces shall be secured by controlled access within the parking garage. The site plan shall clearly identify how the parking spaces will be secured for residential use only.
2. This parking reduction is based on the applicant constructing up to 139 residential dwelling units (no more than 25, two bedroom units, and 114 studio and one bedroom units); and up to 3,534 gross square feet of secondary/retail uses, as proffered in conjunction with the approval of the A&R Huntington Metro LLC proffers (RZ/FDP 2013-MV-001). Any additional uses must be parked at Code.
3. The current owners, their successors, or assigns of the parcels identified as Tax Maps #083-1-08-0092A, 0092B, 0093A, 0093B and 0094A on the Fairfax County Property Maps shall submit a parking space utilization study for review and approval by the Board 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

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December 3, 2013

require alternative measures to satisfy parking needs which may include requiring all uses to comply with the full parking space requirements specified in Article 11 of the Zoning Ordinance in effect at the time the parking utilization study is submitted.

4. All parking provided shall be in accordance with applicable requirements of Article 11 of the Zoning Ordinance and the Fairfax County Public Facilities Manual including the provisions referencing the accessibility standards of the Virginia Uniform Statewide Building Code.
5. The Transportation Demand Management (TDM) program proffered in conjunction with the approval of the A&R Huntington Metro LLC proffers (RZ/FDP 2013-MV-001) must be implemented.
6. Shared parking with any additional use(s) shall not be permitted without the submission of a new parking study prepared in accordance with the applicable requirements of the Zoning Ordinance and shall be subject to Board approval.
7. The conditions of approval of this parking reduction shall be binding on the successors of the current owners and/or other applicants and shall be recorded in the Fairfax County land records in a form acceptable to the County.
8. Unless a time extension has been approved by the Board, this parking reduction shall expire without notice 6 months from the date of Board approval if condition #7 has not been executed.

TIMING:

Board action is requested on December 3, 2013.

BACKGROUND:

A & R Huntington Metro, LLC has submitted a rezoning application (RZ/FDP 2013-MV-001) to rezone a 1.0 acre site, from C-5 (Neighborhood Retail Commercial) to Planned Residential Mixed (PRM), scheduled for a decision only on December 3, 2013. The site is located in the southeast quadrant of the intersection of Huntington Avenue and Biscayne Drive and within ¼ mile of the Huntington Metrorail Station. It's currently developed with two single family attached (duplex) homes and a 12-unit apartment building. The applicant plans on constructing an apartment building, consisting of 139 dwelling units and a two-level parking garage. Approximately 3,534 gross square feet of the first floor will contain community-serving secondary/retail uses, such as retail sales establishments, eating establishments, and personal service establishments.

The applicant has provided 161 parking spaces to serve the residential use at a rate of 1.1 spaces per dwelling unit. No parking is being provided to serve the secondary/retail uses. Under strict application of the Zoning Ordinance requirements, a total of 239 parking spaces are required: 223 spaces for the proposed residential component and 16 parking spaces for the proposed secondary/retail component.

A reduction of the code required parking may be approved by the Board, under Paragraph 5 of the Zoning Ordinance, Section 11-102, based on the site's proximity to mass transit provided that the spaces are unnecessary and that the reduction will not adversely affect the site or the adjacent area.

DISCUSSION:

Staff is concerned that the proposed significant reduction in the number of parking spaces from that of the Zoning Ordinance's minimum requirement and the provision of no retail spaces could negatively impact the surrounding residential neighborhood if adequate parking is not provided. Specifically, staff's concerns related to the requested reduction are:

1. Parking is not being provided to serve the proposed secondary/retail uses, which may include retail sales establishments, eating establishments, and personal service establishments. Rather than a 100% reduction for these uses, staff recommends that some parking be provided, including handicap spaces, unless it can be demonstrated that the employees and patrons of the shops will not own a car or will keep it elsewhere.
2. Minimal parking is being provided to serve the residential use. Additional guest and resident parking is warranted based on the site's location and proposed dwelling unit mix. Additional parking would help alleviate parking concerns onsite to avoid spillover onto the existing residential neighborhood streets.
3. The site is located within the Huntington Residential Permit Parking District (RPPD) which limits the overflow of commuter or non-resident parking onto residential streets during the weekday hours of 6 a.m.-8 p.m. Once the mixed use development is approved, the RPPD restrictions along the property's frontage on Biscayne Drive and Glendale Terrace will be lifted and parking will no longer be prohibited. The concern is that if the applicant fails to provide an adequate supply of parking for the proposed land uses, then building residents as well as other residents in areas that have significant on street commuter parking, would experience additional parking problems. Typical parking problems that residents have concerns about include the availability of parking

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for themselves and their guests, traffic safety, emergency vehicle access, and impacts on deliveries and other services.

Staff cannot support the requested reduction at this time. However, if it is the intent of the Board to approve the requested reduction, staff recommends that the approval be subject to the conditions contained in the Recommendation Section above. This recommendation reflects a coordinated review by the Department of Transportation, the Department of Planning and Zoning; and, the Department of Public Works and Environmental Services.

FISCAL IMPACT:  
None.

ENCLOSED DOCUMENTS:  
Attachment 1 – Revised Parking Reduction Study by Wells + Associates, Inc., #25678-  
PKS-001 dated September 20, 2013

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



WELLS + ASSOCIATES

**MEMORANDUM**

**TO:** Jan Leavitt  
Code Development and Compliance Division  
Fairfax County Department of Public Works and Environmental Services

**FROM:** Robin L. Antonucci  
William F. Johnson, P.E.  
Brian J. Horan, E.I.T.

**RE:** RZ/FDP 2013-MV-001; A&R Huntington Metro, LLC  
Map 83-1 ((8)) 92A, 92B, 93A, 93B, and 94A  
Fairfax County, Virginia

**SUBJECT:** Revised Parking Reduction

**DATE:** February 1, 2013 Revised September 20, 2013

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**Introduction**

This memorandum presents the results of a revised parking reduction analysis conducted in conjunction with the proposed development of a residential, transit-oriented development ("TOD") (referred to as "A&R Huntington TOD") in Fairfax County, Virginia. The subject properties that comprise the application area (2013 Tax Maps 83-1 ((8)) 92A, 92B, 93A, 93B, and 94A) are located in the southeast quadrant of the Huntington Avenue (Route 1332)/Biscayne Drive (Route 1330) intersection in close proximity to the Huntington Metrorail Station (within 1/4 mile of the station portal). More specifically, the subject site is bounded on the north by Huntington Avenue, on the west by Biscayne Drive, and on the south by Glendale Terrace (Route 1348), as shown on Figure 1.

The subject site is zoned C-5 ("Neighborhood Retail Commercial") and is currently developed with two single family attached (duplex) homes and a 12-unit apartment building. The applicant has submitted a rezoning application (RZ/FDP 2013-MV-001) to Fairfax County to rezone the site to the PRM ("Planned Residential Mixed") district in order to develop a new residential transit-oriented mixed-use project on the subject site. The conceptual/final development plan (CDP/FDP) prepared by Bowman Consulting reflects a single, approximate 136,000 gross square foot (GSF) building with a two level parking garage. As a result of discussions with County staff, the applicant has revised his plans to reflect a building with up to 3,534 GSF of first floor community-serving secondary/retail uses, such as retail sales establishments, eating establishments, and personal service establishments (i.e. "community-serving secondary/retail uses") and up to 141 residential units.

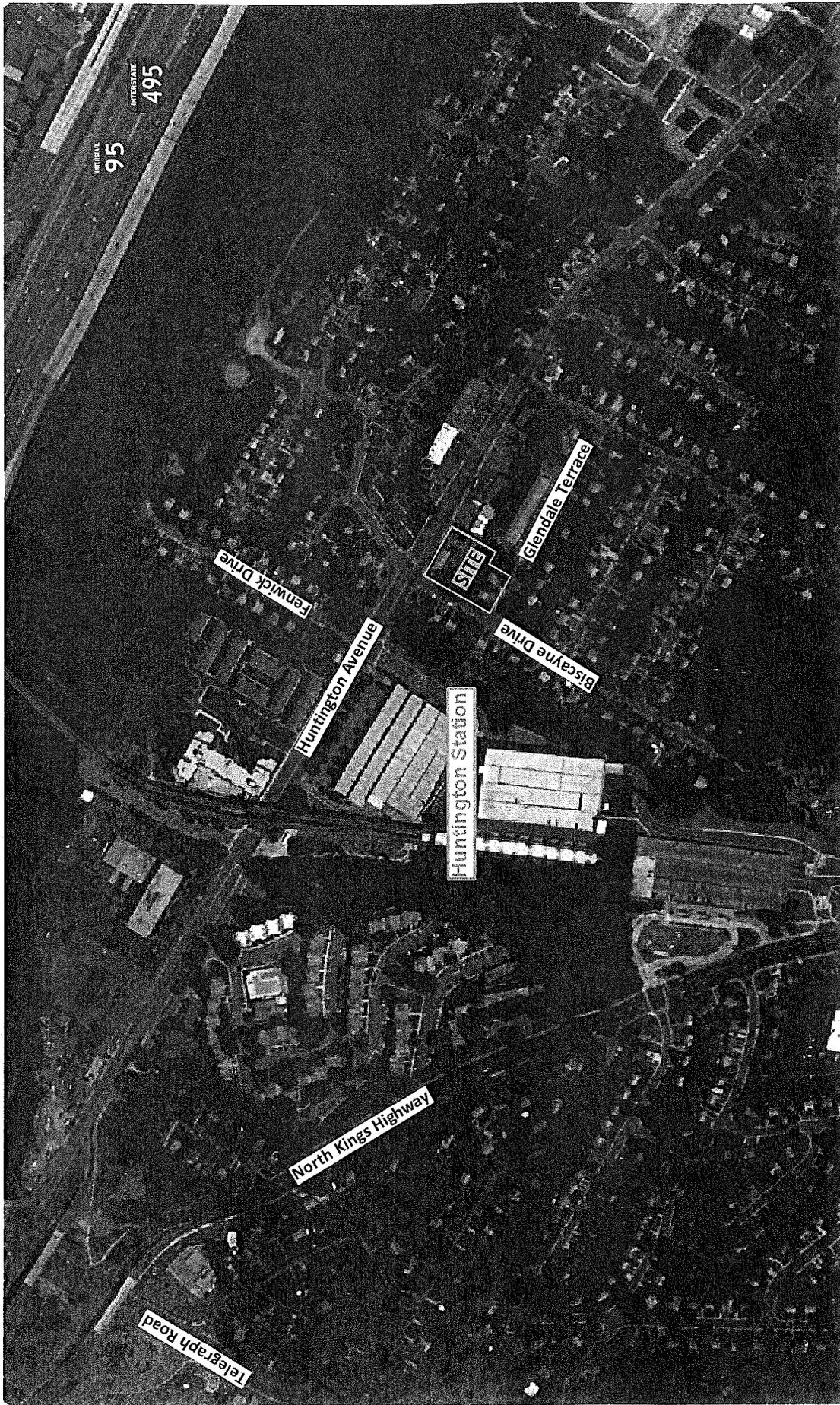


Figure 1  
Site Location



North

A&R Huntington, TOD  
Fairfax County, Virginia



Wells + Associates, Inc.

In furtherance of this plan, the applicant had initially requested a reduction in the number of parking spaces that would be required by a strict application of the Fairfax County Zoning Ordinance, as summarized below:

- Since that initial February, 2013 submission of the parking reduction, the Applicant has made a number of changes as reflected above. In addition to the reduction in the proposed community-serving secondary/retail uses and number of residential units the number of parking spaces available in the garage has increased from 152 spaces to 161 spaces. As a result, an **overall parking reduction of 33.5 percent (or 81 fewer parking spaces)** for a total of 161 parking spaces to serve only the residential units is requested. The reduction for each individual use is as follows:
  - **A residential parking reduction of 28.8 percent (or 65 fewer parking spaces)** for a total of 161 parking spaces to serve the new residential uses. This represents a reduction in the rate from 1.6 spaces/unit (required) to 1.14 spaces/unit (proposed). *Note that the actual number of parking spaces will depend on the final unit count as determined at site plan, and would be subject to a rate of 1.14 spaces/unit.*
  - **A community-serving secondary/retail parking reduction of 100 percent (or 16 fewer parking spaces)** for a total of 0 parking spaces to serve the new community-serving secondary/retail uses.

## Background

The August 9, 2013 CDP/FDP reflects 141 proposed multifamily dwelling units, as well as approximately 3,534 GSF of community-serving secondary/retail uses served by 161 parking spaces. The applicant has indicated that the 141 residential dwelling units is a maximum and the project could be developed with fewer units depending on the final building plans and market demand. For purposes of this parking reduction request however, the development is assumed to consist of the maximum 141 multifamily dwelling units and 3,534 GSF of community-serving secondary/retail uses. An elimination of the community-serving secondary/retail required parking is being sought consistent with other transit-oriented development (TOD) provisions currently recognized in the Tysons Corner Comprehensive Plan text. A reduced copy of the CDP/FDP is provided as Figure 2. A full size copy is also provided as Attachment I. The applicant's revised Statement of Justification is provided in Attachment II.

## Proposed Parking Supply

As stated above, parking for the residential uses will be provided in a two level parking structure. As reflected in the CDP/FDP (see Figure 2), access to this new parking garage would be provided along Biscayne Drive at two locations; one for each of the garage levels. Due to site constraints and to maximize the amount of available parking there is no internal garage ramping system. A separate loading entrance is also located on Biscayne Drive. A total of 161 parking spaces are provided between the two parking levels.

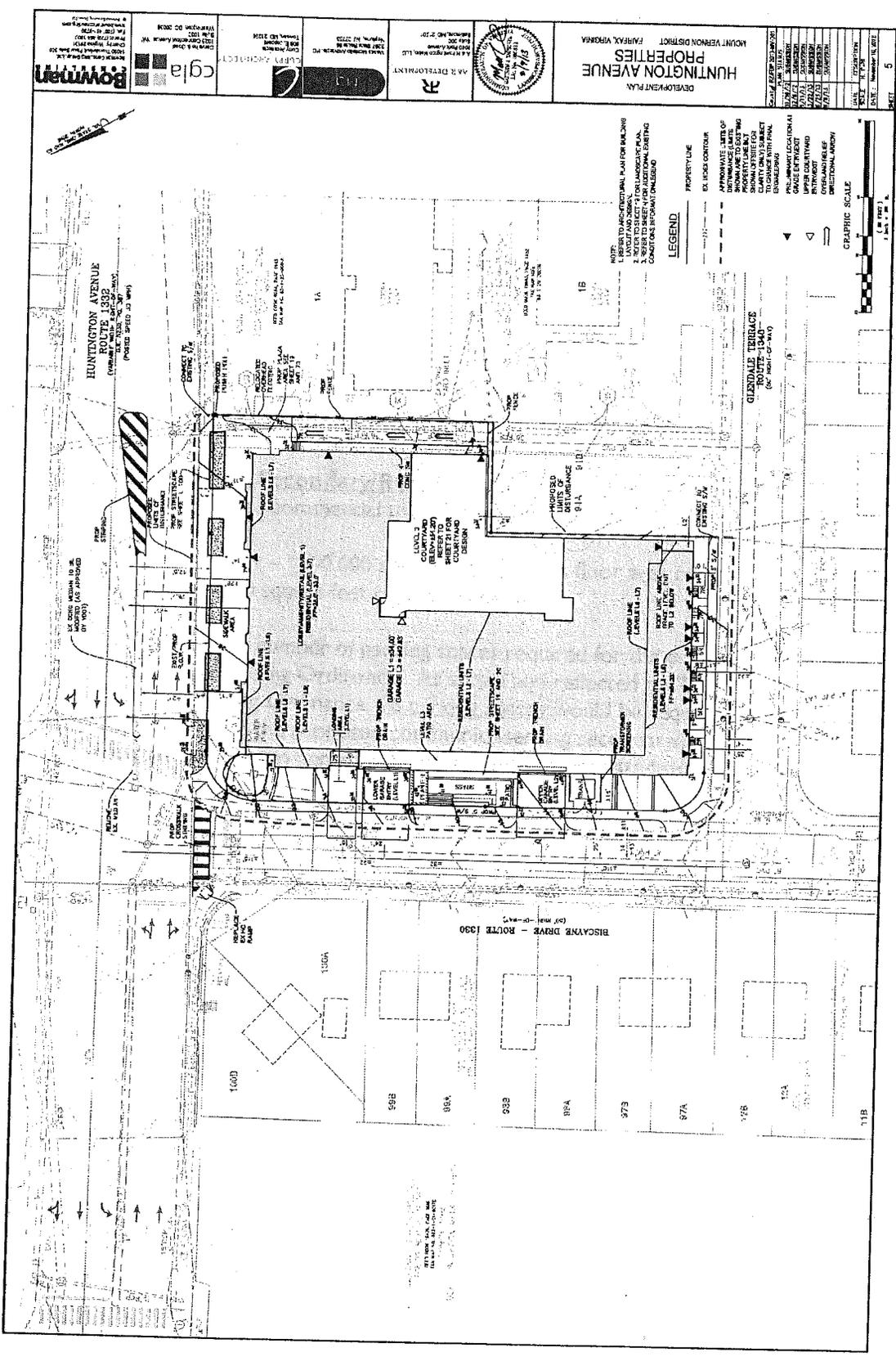


Figure 2  
Conceptual Development Plan

\*Plan provided by Bowman Consulting



## Fairfax County Parking Requirements

Article 11 of the Fairfax County Zoning Ordinance establishes parking requirements for various land uses by providing parking rates per unit of land use (i.e., per residential dwelling unit, per 1,000 GSF of retail uses, etc.). According to the Ordinance, all required parking spaces shall be located on the same lot as the structure or uses to which they are accessory or on a lot contiguous thereto, which has the same zoning classification, and is either under the same ownership, or is subject to arrangements satisfactory to the Director that will ensure the permanent availability of such spaces. A copy of the relevant Ordinance text is provided herein as Attachment III.

**Residential.** Article 11, Section 11-103 of the Ordinance outlines the parking requirements for residential uses as follows:

Dwelling, Multiple Family – “One and six-tenths (1.6) spaces per unit”

**Community-Serving Secondary/Retail.** Article 11, Section 11-104 of the Ordinance outlines the parking requirements for commercial uses as follows:

Shopping Center – “100,000 square feet of gross floor area or less: Four and three-tenths (4.3) spaces per 1000 square feet of gross floor area”

Table I summarizes the number of parking spaces required for the development under a strict interpretation of the Zoning Ordinance. As stated and reflected on Table I, based on a strict application of the Zoning Ordinance, 16 parking spaces would be required to accommodate the parking demand associated with the proposed community-serving secondary/retail uses; while 226 parking spaces would be required to accommodate the demand associated with the residential units, for a total of 242 parking spaces overall.

## Requested Parking Reduction

As reflected in Table I, the proposed TOD would require 242 parking spaces to meet a strict application of the Ordinance requirements. The applicant is requesting up to a 33.5% overall reduction (or 81 fewer spaces) than would be required by the Ordinance. This reduction includes a 100% reduction of the community-serving secondary/retail required parking spaces. The basis for such a request is the provision as established in the Ordinance of, “the site’s proximity to a mass transit station” (Section 11-102.5).

The following sections evaluate the requested parking reduction with respect to this provision. Sources of data for this analysis include, but are not limited to, a literature review of parking requirements in transit oriented developments (TODs) both locally and nationally; development plans prepared by Bowman Consulting, the files and library of Wells + Associates, Inc., the Institute of Transportation Engineers (ITE), and “Tysons Corner Urban Center” plan text as amended through June 22, 2010. Copies of the relevant Ordinance text are also included in Attachment III.



ACTION - 6

Approval of a Revolving Line of Credit and Direct Loan

ISSUE:

Board approval of a resolution (Attachment 1) to:

- 1) authorize the execution and delivery of a Master Credit Agreement with the Fairfax Economic Development Authority (FCEDA) and authorize a Line of Credit of up to \$100,000,000; and
- 2) authorize the execution and delivery of a Loan Agreement with FCEDA and a bank for a Direct Loan of \$35,000,000.

RECOMMENDATION:

The County Executive recommends approval of a Master Credit Agreement and Loan Agreement with the FCEDA, a Line of Credit of up to \$100,000,000 and a Direct Loan of \$35,000,000.

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

Approve the resolution authorizing the execution and delivery of a Master Credit Agreement with FCEDA which also authorizes a Line of Credit of up to \$100,000,000; and the execution and delivery of a Loan Agreement with FCEDA which also authorizes a Direct Loan of \$35,000,000. This resolution delegates to the County Executive and Chief Financial Officer authority to determine details and execute and deliver documents and agreements relating to these transactions. Bond Counsel has advised that this form of authorization is acceptable.

TIMING:

Board action is requested on December 3, 2013 as the current Line of Credit expires on December 14, 2013.

BACKGROUND:

**Line of Credit** - On December 14, 2007, the County and the Fairfax County Economic Development Authority (FCEDA) approved the Master Trust Agreement, Bank Note and related documents associated with the acquisition of a \$200,000,000 revolving Line of Credit (LOC) from Bank of America. On October 9, 2010, the Board of Supervisors approved a renewal of the LOC in the amount of \$100,000,000 that currently expires on December 14, 2013.

The interest rate on draws on the line of credit may be set at a fixed or variable rate at the County's discretion when each draw is made. In FY 2008, the Board of Supervisors amended the *Ten Principles of Sound Financial Management* in order to address changing economic conditions and authorized the use of variable rate debt. Variable rate obligations are debt obligations that are quite frequently used for short term or interim debt financing and have an interest rate that is reset periodically, for periods of less than one year. Variable rate debt can increase the County's financial flexibility, provide opportunities for interest rate savings, and help the County manage its balance sheet through better matching of assets and liabilities. Any draw on the Line of Credit and the associated interest payments would be calculated as part of the County's debt ratios. It should be noted that County staff established a Variable Rate Debt Committee, chaired by the Chief Financial Officer along with staff from the Department of Management and Budget and the Department of Finance, which reviews County departmental requests for use of the Line of Credit prior to any submission to the Board of Supervisors.

Staff recommends the County retain the Line of Credit, in the amount of \$100,000,000, given the current economic environment as it is a sound financial security blanket. There is the potential for market volatility as the federal government approaches its debt ceiling limits and current short term spending limits are authorized only through early 2014. The Line of Credit has been considered a viable, low-cost back-up plan for the County's financing needs. Funds are available from the bank within a ten day period upon the County initializing a formal request.

**Direct Loan (Capital Renewal)** - The County will utilize proceeds from the Direct Loan to fund its Capital Renewal program, as described in the County's FY 2014 to FY 2018 Adopted Capital Improvement Program. The Capital Renewal program is designed to address the County's aging infrastructure through the renewal of building subsystems. In September 2009, a staff analysis indicated that a backlog of category D and F critical capital renewal projects existed. In order to address this backlog, as part of the FY 2011 Adopted Budget Plan, the Board of Supervisors approved a short-term borrowing plan totaling \$35 million. This plan was designed to eliminate the backlog and enable staff to determine the required level of annual funding for the program in the future. The proposed short-term borrowing program for capital renewal is included in the debt ratio projections as part of the FY 2014-2018 Adopted Capital Improvement Program. Staff has requested to draw \$25 million (Part A) of the Direct Loan in FY 2014, and will draw on the \$10 million (Part B) Direct Loan balance in FY 2015.

In order to establish a contract for the Line of Credit and Capital Renewal Loan, the Department of Purchasing and Supply Management issued a Request for Proposal (RFP 2000000880). The solicitation notice was sent to potential

bidders in accordance with County policy. The County received five proposals and the Selection Advisory Committee (SAC), appointed by the County Purchasing Agent, evaluated the proposals in accordance with the criteria established in the RFP. Upon completion of the final evaluation of the proposals, the SAC negotiated with the top ranked offerors within each section of the RFP and unanimously recommended the contract award to Bank of American, NA for the credit facility and to TD Bank, NA for the direct loan.

The Fairfax County Department of Tax Administration has verified that both BAML and TD Bank possess the appropriate Fairfax County Business, Professional, & Occupational License (BPOL).

Unless otherwise directed by the Board of Supervisors, the County Purchasing Agent will award contracts to Bank of America, NA for the Line of Credit Service component and to TD Bank, NA for the Direct Loan component.

FISCAL IMPACT:

For the line of credit, any staff recommended borrowings will be in conformance with the County's Adopted Budget or Capital Improvement Plan, or specific Board of Supervisors action approving such use, and may be either fixed or variable rate with a term of 364 days or less. The County will also pay a fee of 0.25% on any undrawn line of credit amounts, which equates to a maximum of \$250,000 per year. This amount will be paid out of Fund 20000, the Consolidated County and Schools Debt Service Fund.

For the Capital Renewal Loan, the debt service for the \$25 million (Part A) is \$5,279,450 million beginning in FY 2015, and is based on a fixed interest rate of 1.242%. The debt service for the \$10 million (Part B) is estimated to be \$2,134,445 beginning in FY 2016. Part B will also be based on a fixed interest rate per the average of a five year index and spread when the County draws on the \$10 million (Part B) in March 2015.

ENCLOSED DOCUMENTS:

- Attachment 1 – County Resolution
- Attachment 2 – Master Credit Agreement
- Attachment 3 – Capital Renewal Direct Loan Agreement
- Attachment 4 – Payment Agreement
- Attachment 5 – List of Offerors

STAFF:

- Susan Datta, Chief Financial Officer
- Cathy A. Muse, Director, Department of Purchasing and Supply Management
- Joseph LaHait, Debt Coordinator, Department of Management and Budget

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**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER CREDIT AGREEMENT WITH THE FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (EDA) AND A LINE OF CREDIT BANK THAT PROVIDES A REVOLVING LINE OF CREDIT IN A PRINCIPAL AMOUNT UP TO \$100,000,000 AND REQUESTING THE ISSUANCE BY EDA OF A PROMISSORY NOTE PURSUANT TO THE MASTER CREDIT AGREEMENT, ALL FOR THE PURPOSE OF PROVIDING INTERIM FINANCING FOR THE COSTS OF PLANNING, DEVELOPING, ACQUIRING, CONSTRUCTING, IMPROVING, RENOVATING AND EQUIPPING FACILITIES FOR THE BENEFIT OF THE COUNTY; APPROVING THE FORM OF THE LINE OF CREDIT NOTE TO BE ISSUED BY EDA RELATING TO THE LINE OF CREDIT; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH EDA AND A BANK PURSUANT TO WHICH LOANS IN THE AGGREGATE AMOUNT OF \$35,000,000 WILL BE PROVIDED BY A BANK FOR THE BENEFIT OF THE COUNTY FOR FINANCING THE PLANNED REPLACEMENT OF COUNTY-OWNED BUILDING SUBSYSTEMS; REQUESTING THE ISSUANCE BY EDA OF A PROMISSORY NOTE PURSUANT TO THE LOAN AGREEMENT AND APPROVING THE FORM OF SUCH A PROMISSORY NOTE; AND DELEGATING TO CERTAIN COUNTY OFFICIALS AUTHORITY TO EXECUTE AND DELIVER SUCH OTHER DOCUMENTS AND AGREEMENTS RELATING TO SUCH TRANSACTIONS AND TO DETERMINE CERTAIN DETAILS OF SUCH TRANSACTIONS**

**WHEREAS**, the County of Fairfax, Virginia (the “County”), on behalf of itself and the Fairfax County Economic Development Authority (the “EDA”), issued to various financial institutions a request for proposals for a bank to provide a revolving line of credit in an aggregate principal amount of \$100,000,000 to provide interim financing for the costs of planning, developing, acquiring, constructing, improving, renovating and equipping facilities (the “Line of Credit Projects”) for the benefit of the County and selected Bank of America, N.A. (the “Line of Credit Bank”), to provide such financing; and

**WHEREAS**, EDA, the County and the Line of Credit Bank will enter into a Master Credit Agreement (the “Master Credit Agreement”) pursuant to which the Line of Credit Bank will provide a line of credit to the EDA for the benefit of the County (the “Line of Credit”) and will make advances under the Line of Credit to the County all for purposes of providing interim financing for the Line of Credit Projects; and

**WHEREAS**, EDA proposes to issue a promissory note (the “Line of Credit Note”) to the Line of Credit Bank to evidence its obligation to make principal and interest payments on outstanding amounts owed under the Line of Credit; and

**WHEREAS**, the County, on behalf of itself and the EDA, issued to various financial institutions a request for proposals for a bank to provide a loan in two installments in an

aggregate principal amount of \$35,000,000 to provide financing for the County’s capital renewal program which includes the costs of the planned replacement of County-owned building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement that have reached the end of their useful life (the “Capital Renewal Projects”) for the benefit of the County and selected T.D. Bank, N.A. (the “Capital Renewal Loan Bank”), to provide such financing; and

**WHEREAS**, EDA, the County and the Capital Renewal Loan Bank will enter into a Loan Agreement (the “Capital Renewal Loan Agreement”) pursuant to which the Capital Renewal Loan Bank will lend to EDA in two or more loan installments in an aggregate amount of \$35 million for the benefit of the County for purposes of providing financing for the Capital Renewal Projects; and

**WHEREAS**, EDA proposes to issue a promissory note (the “Capital Renewal Loan Note”) to the Capital Renewal Loan Bank to evidence its obligation to make principal and interest payments on outstanding amounts owed under the Capital Renewal Loan Agreement; and

**WHEREAS**, the County proposes to enter into a payment agreements (the “Payment Agreement”) with EDA by the terms of which the County will agree to make payments to EDA in sufficient amounts for EDA to timely pay the interest and principal of any loan installments made under the Capital Renewal Loan Agreement; and

**WHEREAS**, the Board of Supervisors of Fairfax County, Virginia (the “Board of Supervisors”) has duly reviewed and considered the forms of the Master Credit Agreement, the Line of Credit Note, the Capital Renewal Loan Agreement, the Capital Renewal Loan Note and the Payment Agreement and has determined that each is in acceptable form; and

**WHEREAS**, the Board of Supervisors requests notification by County officials of each Line of Credit Project that is proposed to be financed by advances under the Line of Credit; and

**WHEREAS**, the Board has determined that it is necessary to delegate to appropriate County officials authority to execute the Master Credit Agreement, the Capital Renewal Loan Agreement, the Payment Agreement, approve the issuance of the Line of Credit Note and the Capital Renewal Loan Note, and approve the details of the 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.** EDA is hereby requested to issue the Line of Credit Note to the Line of Credit Bank in order to induce the Line of Credit Bank to provide the Line of Credit to finance the Line of Credit Projects.

**SECTION 2.** The form of the Line of Credit Note presented to this meeting as an exhibit to the Master Credit Agreement is approved.

**SECTION 3.** The form of the Master Credit Agreement presented to this meeting is approved, and the Chairman or Vice Chairman of the Board or the County Executive or the Chief Financial Officer of the County (each a “Delegate”), as appropriate, is authorized and

directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County's seal upon, the Master Credit Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Master Credit Agreement, such execution being conclusive evidence of such approval.

**SECTION 4.** EDA is hereby requested to issue the Capital Renewal Loan Note to the Capital Renewal Loan Bank in order to induce the Capital Renewal Loan Bank to provide a loan in the form of two installments to finance the Capital Renewal Projects.

**SECTION 5.** The form of the Capital Renewal Loan Note presented to this meeting as an exhibit to the Capital Renewal Loan Agreement is approved.

**SECTION 6.** The form of the Capital Renewal Loan Agreement presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County's seal upon, the Capital Renewal Loan Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Capital Renewal Loan Agreement, such execution being conclusive evidence of such approval.

**SECTION 7.** The form of the Payment Agreement presented to this meeting is approved, and a Delegate, as appropriate, is authorized and directed to execute and deliver, in the name and on behalf of the County, and the Clerk or any Deputy Clerk is authorized and directed to impress the County's seal upon, the Payment Agreement in substantially such form, with such additions and modifications as shall be approved by the Delegate executing the Payment Agreement, such execution being conclusive evidence of such approval.

**SECTION 8.** The execution and delivery by any Delegate of the Master Credit Agreement, the Capital Renewal Loan Agreement, the Payment Agreement and any other agreements, documents, closing papers and certificates executed and delivered pursuant to this Resolution shall be conclusive evidence of the Delegate's approval, on behalf of the County, of the changes, if any, in the form and content of the Master Credit Agreement, the Line of Credit Note, the Capital Renewal Loan Agreement, the Capital Renewal Loan Note and the Payment Agreement.

**SECTION 9.** The Delegates and other members, officers and employees of the Board of Supervisors and the County are hereby authorized and directed to do all acts and things required of them by the provisions of the Master Credit Agreement, the Line of Credit Note, the Capital Renewal Loan Agreement, the Capital Renewal Loan Note and the Payment Agreement for the full, punctual and complete performance of all the terms, covenants, provisions and agreements of the Master Credit Agreement, the Line of Credit Note, the Capital Renewal Loan Agreement, the Capital Renewal Loan Note and the Payment Agreement and also to do all acts and things required of them by the provisions of this Resolution.

**SECTION 10.** The Delegates are directed to notify the Board of Supervisors of any previously approved Projects proposed to be financed by advances received under the Letter of Credit.

**SECTION 11.** Each of the Delegates 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 certificate shall be conclusive evidence of the actions or determinations as stated therein.

**SECTION 12.** All actions taken by any of the Delegates and other members, officers and employees of the County in connection with the transactions authorized and approved hereby are hereby ratified and confirmed including the selections of the Line of Credit Bank and the Capital Renewal Loan Bank.

**SECTION 13.** Any and all resolutions of the Board of Supervisors or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

**SECTION 14.** This resolution shall take effect immediately upon its adoption.

(Seal)            **A Copy Teste:**

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Clerk to the Board of Supervisors

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MASTER CREDIT AGREEMENT

Dated as of December \_\_, 2013

among

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

and

BANK OF AMERICA, N.A.

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This MASTER CREDIT AGREEMENT (this “Agreement”), dated as of December \_\_, 2013, among, the FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Suite 450, Vienna, Virginia (“FCEDA”), the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “County”) and BANK OF AMERICA, N.A. (the “Bank”).

#### RECITALS

**WHEREAS**, the County wishes FCEDA to borrow from the Bank certain sums hereunder and the Bank is willing, upon the terms and conditions set forth below, to lend such sums to FCEDA to provide interim financing for the costs of planning, developing, acquiring, constructing, improving, renovating and equipping facilities described in the County’s Adopted Capital Improvement Program or similar projects not described in the County’s Adopted Capital Improvement program but which may be subsequently approved by the Board of Supervisors for public purposes consistent with the above description (the “Projects”) for the benefit of the County or its Subdivisions (as hereinafter defined); and

**WHEREAS**, in order to provide a source of funds to finance portions of the Projects when funds are required, FCEDA and the County have requested the Bank to provide a revolving line of credit in an aggregate principal amount up to \$100,000,000; and

**WHEREAS**, in order to induce the Bank to enter into this Agreement and make Advances (as hereinafter defined) hereunder, the County has agreed (a) to request FCEDA to execute and deliver to the Bank, prior to any Advance, a promissory Note (as hereinafter defined) and any related agreements, undertakings, instruments and documents to provide for the repayment to the Bank of (i) any Advances hereunder, (ii) any other payment made hereunder and (iii) any other fees and expenses of the Bank in connection with this Agreement and (b) execute and deliver any applicable Payment Agreement to the Bank (hereinafter defined);

**WHEREAS**, the County plans, but is not obligated to under the terms of this Agreement, to make all principal payments, on an Advance made for purposes of financing a Project (an “Original Advance”) or on any applicable Advances which refinanced an Original Advance within 12-18 months from the date an Original Advance is made, from proceeds of permanent financings or other sources in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Bank is willing to provide a line of credit to FCEDA for the benefit of the County upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in order to induce the Bank to enter into this Agreement and make Advances to the County hereunder, FCEDA, the County and the Bank hereby agree as follows:

SECTION I  
DEFINITIONS

1.1 Definitions. In addition to the defined terms set forth in the Preliminary Statements, as used in this Agreement, the following terms as used in this Agreement shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Advance” has the meaning set forth in Section 2.1(a) hereof.

“Advance Date” means the date an Advance is made by the Bank hereunder.

“Advance Notice” means an irrevocable notice, substantially in the form of Exhibit A, given by the County, pursuant to Section 2.1 of this Agreement.

“Agreement” means this Master Credit Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

“Applicable LIBOR Interest Rate” means for (i) an Advance that finances a Tax-Exempt Project, 70% of LIBOR for the applicable LIBOR Period plus 0.50% per annum or (ii) an Advance that finances a Taxable Project, 100% of LIBOR for the applicable LIBOR Period plus 0.68% per annum. The Applicable LIBOR Interest Rate will be determined on the date of each Advance and will be applicable through the end of the chosen LIBOR Period. An Applicable LIBOR Interest Rate for a 1 month LIBOR Period will either (i) automatically set and reset as of and on the first day of each calendar month or (ii) manually set and reset as of and on the first day of an applicable Advance and on the same day of each month thereafter, based on the County’s selection as communicated in writing to the Bank, substantially in the form of Exhibit B hereto. Applicable LIBOR Interest rates for all other LIBOR Periods will be manually set and reset at the County’s discretion in writing, substantially in the form of Exhibit B hereto.

“Available Commitment” as of any day shall mean the Commitment less the outstanding principal amount of any Advances.

“Bank” has the meaning set forth in the recitals hereof.

“Business Day” means a day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the Commonwealth of Virginia are required or authorized by law to close.

“Closing Date” means December \_\_, 2013.

“Code” means the United States Internal Revenue Code of 1986, as the same may be amended from time to time, and the regulations and published interpretations thereof.

“Commitment” means initially \$100,000,000, as such amount may be reduced pursuant to Section 6.3 hereof.

“Commitment Period” means the period commencing on the Closing Date and ending on the Termination Date.

“Cost of Funds” means the LIBOR portion of the Applicable LIBOR Interest Rate that would have been obtained by the Bank on an applicable Advance from the date such Advance is optionally prepaid to the final Business Day of the then applicable LIBOR Period.

“County” has the meaning set forth in the recitals hereof.

“County Representative” means each of the persons at the time designated to act on behalf of the County in a written certificate furnished to the Bank, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of the County by an authorized officer of the County.

“Default” means any event, condition or occurrence which with notice or the lapse of time, or both, would constitute an Event of Default hereunder.

“Default Rate” means for any applicable Advance the Applicable LIBOR Interest Rate plus 4%.

“Event of Default” means any of the events specified in Section 6.1 of this Agreement, provided, however, that any requirement for the giving of notice, the lapse of time, or both, or any other condition, has been satisfied.

“FCEDA” has the meaning set forth in the recitals hereof.

“FCEDA Representative” means each of the persons at the time designated to act on behalf of FCEDA in a written certificate furnished to the Bank, which certificate shall contain the specimen signature(s) of such person(s) and shall be signed on behalf of FCEDA by an authorized officer of FCEDA.

“Fiscal Year” means the period beginning on July 1 of any year and ending on June 30 of the following year.

“Fitch” means Fitch, Inc., and its successors and assigns.

“Governmental Authority” means any nation, government, or state, or any political subdivision thereof, or any court, entity or agency exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Interest Payment Date” means [June 1, 2014] and each [June 1] and [December 1] thereafter until the Termination Date (provided that if a [June 1] or [December 1] is not a Business Day then such Interest Payment Date shall be the next succeeding Business Day).

“LIBOR” means the rate (expressed as a percentage per annum) equal to the British Bankers Association LIBOR rate for deposits in U.S. dollars for an applicable LIBOR Period that appears on Reuters on page LIBOR01 (or any other page as may replace such page on such service (or any successor service) for the purpose of displaying the London interbank

rates of major banks for United State dollars) (“Reuters Page LIBOR01”) as of 11:00 a.m., London time three (3) Business Days prior to the date an Advance is made for all manually set Applicable LIBOR Interest Rates and two (2) Business days prior to the first day of the applicable calendar month for a 1 Month Period Applicable LIBOR Interest Rate that automatically sets and resets. If Reuters Page LIBOR01 does not include this rate or it is unavailable on the date of such Advance the County shall choose a LIBOR Period where a rate is available. If LIBOR Period rates are not available, the Bank and the County will mutually agree on an interest rate for the applicable Advance based on such factors including, without limitation interest rates provided on loans in similar transactions, market conditions and the financial condition of the County.

“LIBOR Period” means the 1, 2, 3, 6, 9 or 12 month LIBOR rate for an applicable Advance as chosen by the County. If for a particular LIBOR Period a LIBOR rate is not available the County shall choose a LIBOR Period with an available LIBOR rate. The County shall choose a LIBOR Period at least three Business Days before an Advance is made or at least three Business Days before the end of a current LIBOR Period. The County shall communicate in writing the chosen LIBOR Period, substantially in the form of Exhibit B hereto.

“Material Adverse Effect” means any material and adverse effect (i) upon the assets, business (including prospects), operations, Property or financial condition of the County (including, without limitation, contingent liabilities indicated in the notes to the County’s financial statements) or (ii) on the ability of FCEDA or the County to perform its obligations under the Agreement or any Payment Agreement.

“Maturity Date” means the maturity date of an applicable Advance as chosen by the County.

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns.

“Note” means the promissory note or notes evidencing Advances made by the Bank to FCEDA for the benefit of the County under the Commitment, substantially in the form of Exhibit C attached hereto.

“Obligations” means all obligations and all liabilities of FCEDA or the County for the account of FCEDA under this Agreement, including, but not limited to, its obligations to make all payments required by Section 2.2 of this Agreement.

[“Payment Agreement” means a note, loan agreement, lease agreement, installment purchase contract or other contract or obligation, or combination thereof, by the express terms of which the County, a related County entity or authority shall be absolutely and unconditionally obligated to make payments on such dates and in such amounts as shall be sufficient to make timely payment of all amounts that may become due and payable on any Advances, subject only to the appropriation by the Board of Supervisors of the County of funds for the purpose of the entity or authority making such payments. The Payment Agreement shall expressly provide that the County Executive shall include in each operating budget, an amount

not less than an amount sufficient, in the judgment of the County Executive, to pay debt service on the applicable Advances and all other amounts payable during such fiscal year by the County pursuant to the applicable Payment Agreement.]

“Person” means any individual, partnership, firm, corporation, limited liability company, association, joint venture, trust or other entity, or any government or political subdivision or agency, department or instrumentality thereof.

“Prepayment Penalty Costs” means, for any optional prepayment of an Advance on a day other than the final Business Day of the applicable, manually set LIBOR Period, the difference, if any, between Reinvestment Earnings and the Cost of Funds.

“Private Activity Bond Tests” means either the Private Business Test or the Private Loan Test.

“Private Business Test means any use of proceeds of the Tax Exempt Note that would cause (i) more than ten percent (10%) of such proceeds to be used for any activities that constitute a Private Use and (ii) more than ten percent (10%) of the principal of or interest on the Tax Exempt Note, under the terms thereof or any underlying arrangement, to be, directly or indirectly, (A) secured by any interest in (I) property used or to be used for a Private Use or (II) payments in respect of such property or (B) derived from payments in respect of property used or to be used for a Private Use, whether or not such property is a part of a Tax-Exempt Project. Such ten percent limitation shall be reduced to five percent to the extent the use of the proceeds is unrelated to any governmental use of a Tax-Exempt Project or any Private Use of a Tax-Exempt Project that is disproportionate to a related governmental use.

“Private Loan Test” means any use of proceeds of the Tax Exempt Note that would cause more than the lesser of five percent of the proceeds of the Tax Exempt Note and \$5 million to be used to make or finance loans to any person other than to a state or local governmental unit.

“Private Use” means any activity that constitutes a trade or business that is carried on by persons or entities, other than state or local governmental entities. Any activity carried on by a person other than a natural person shall be treated as a trade or business.

“Private Use Advance” means an Advance for which (i) more than ten percent (10%) of the proceeds of such Advance finance Private Use or (ii) the lesser of five percent of the proceeds of an Advance and \$5 million will be used to make or finance loans to any person other than to a state or local governmental unit. The definition of Private Use Advance does not apply in determining compliance with the Private Activity Bond Tests or Section 141 of the Code.

“Projects” has the meaning set forth in the Recitals.

“Property” means any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible upon which a Project is financed through Advances.

“Rate Adjustment Event” means any determination by the Internal Revenue Service, any federal administrative agency or any court that FCEDA or the County has taken an action, or failed to take an action, with the result that the interest payments on the Tax-Exempt Note are includable in gross income for federal income tax purposes.

“Rating Agency” means Moody’s, S&P or Fitch.

“Reimbursement Obligations” means all obligations and liabilities of FCEDA or the County for the account of FCEDA to the Bank, whether direct or indirect absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with this Agreement or any Payment Agreement or any other document executed and delivered in connection therewith or herewith.

“Reinvestment Earnings” means the amount of earnings the Bank reasonably determines could be obtained by reinvesting the principal amount of an applicable Advance accruing interest that is optionally prepaid on a day other than the final Business Day of the applicable LIBOR Period in U.S. Government Securities from the day the optionally prepaid Advance is received by the Bank to the final Business Day of the applicable LIBOR Period. The Bank may adjust the rate it uses to compute the Reinvestment Earnings to reflect the compounding of interest, the accrual basis of interest or other costs of the prepaid amount. Any computation is the Bank’s estimate only, and the Bank is under no obligation to actually reinvest any prepayment.

“Requirement of Law” means, as to any Person, any law, rule, treaty, regulation or determination of an arbitrator or court, or other Governmental Authority, in each case applicable to or binding upon such Person, any operation or conduct by or on behalf of such Person or any of its Property or assets or to which any such Person or any of its Property or assets may be bound or affected.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns.

“Scheduled Termination Date” means December \_\_, 2016.

“Special Events of Default” means the Events of Default described in Section 6.1(a)(i) and 6.1(e).

“Subdivision” shall mean authorities, systems and other political subdivisions which provide services to County residents and have financial affiliations with the County.

“Suspension Event” means the occurrence of an event which causes the suspension of the obligation of the Bank hereunder pursuant to Section 6.3(c) hereof.

“Tax-Exempt Note” shall have the meaning set forth in Section 2.1(b).

“Tax-Exempt Project” means a Project that is financed with an Advance that accrues interest at a tax-exempt Applicable LIBOR Interest Rate.

“Taxable Note” shall have the meaning set forth in Section 2.1(b).

“Taxable Project” means a Project that would cause the Tax Exempt Note to satisfy the Private Activity Bond Test and is financed with an Advance that accrues interest at a taxable Applicable LIBOR Interest Rate.

[“Taxable Rate Factor” means \_\_\_\_\_.]

“Termination Date” means the date which is the earliest of (i) 5:00 p.m. (New York City time) on the Scheduled Termination Date, (ii) the date on which the Commitment shall have been reduced to zero (whether by termination by FCEDA, the County or otherwise) and is not subject to reinstatement upon repayment of Advances or (iii) the date the Commitment is terminated pursuant to Section 6.3 hereof.

“Unused Commitment Fee” has the meaning set forth in Section 2.5(a).

## 1.2 Other Definitions.

(a) All terms used in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section, subsection, schedule and exhibit references are to this Agreement unless otherwise specified.

(b) All accounting terms not specifically defined in this Agreement shall be construed, and all calculations with respect to accounting or financial matters shall be computed, in accordance with Generally Accepted Accounting Practices (GAAP) applied in a manner consistent with the application of the principles in the preparation of the financial statements of the County required hereunder.

(c) In this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

(d) The following rules shall apply to the construction of this Agreement unless the context requires otherwise: (1) the singular includes the plural and the plural, the singular; (2) words importing any gender include the other gender; (3) references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute to which reference is made; (4) references to “writing” include printing, photocopy, typing, lithography and other means of reproducing words in a tangible visible form; (5) the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”; (6) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent that such amendments and other modifications are permitted or not prohibited by the terms of this Agreement; (7) references to Persons include their respective permitted successors and assigns; and (8) headings herein are solely for the convenience of reference and

shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

All times given herein shall refer to New York, New York time, unless otherwise specified.

SECTION II  
AMOUNT AND TERMS OF ADVANCES UNDER THE LOAN; INTEREST; REPAYMENTS  
AND FEES

2.1 The Advances.

(a) *Extension of Credit.* The Bank agrees, on the terms and conditions set forth in this Agreement, to make Advances under the Commitment to the County from time to time, during the Commitment Period; *provided* that in no event shall the aggregate principal amount of Advances to be made by the Bank on any date exceed the Available Commitment as of such date. Each Advance shall be made in such amount as requested pursuant to an Advance Notice solely for the purpose of providing a source of funds for payment of the Projects. Any Private Use Advance or use of Advances to finance Taxable Projects must be approved in advance by the Bank. The Bank agrees to approve or disapprove such Advance within 30 days of receiving written notification from the County that it intends to use a Private Use Advance or use an Advance for a Taxable Project. The County may borrow under this Section 2.1(a), repay or prepay under Sections 2.2 and 2.3 and reborrow under this Section 2.1(a).

(b) *Note.* The Advances made on a tax exempt basis shall be evidenced by a Note, payable to the Bank, in substantially the form attached hereto as Exhibit C. Such Note shall be referred to as the "Tax-Exempt Note." The principal amount outstanding of the Note at any time shall equal the amount of the then outstanding and unpaid Advances under the Commitment. The Note shall bear interest during the same periods and at the same rates as are applicable to the Advances determined as provided herein in accordance with the provisions hereof. The principal of the Note, and the interest thereon, shall be payable (and prepayable) at the same times and in the same amounts as are applicable to the related Advances evidenced by the Note, determined as provided herein in accordance with the provisions hereof. If any Advances are to be made on a taxable basis FCEDA on behalf of the County will provide an additional Note, payable to the Bank, for Advances made to finance Taxable Projects. Such Note shall be referred to as the "Taxable Note."

(c) *Advance Notices.* Each Advance shall be made on notice given by the County to the Bank. Each Advance request shall not be less than \$1,000,000. Each such notice of an Advance ("*Advance Notice*") shall be by telephone or telecopy, confirmed in writing, in substantially the form of Exhibit A attached hereto, specifying (i) the requested date for such Advance, which shall be a Business Day and (ii) the aggregate principal amount of such requested Advance.

If the Bank makes a new Advance under this Agreement on a day on which the FCEDA is to repay all or any part of an Advance, the Bank shall apply the proceeds of its new

Advance to make such repayment and only an amount equal to the difference (if any) between the amount being borrowed and the amount being repaid shall be made available by the Bank or remitted by FCEDA or the County for the account of FCEDA as provided in Section 2.1(e) or 2.2, as the case may be.

If any Advance Notice fails to specify the LIBOR Period such period shall be deemed to be the 1 month LIBOR Period and the Applicable LIBOR Interest Rate will be based on the applicable calendar month LIBOR, which is set two (2) Business days prior to the first day of each calendar month and will continue to automatically reset for a 1 month LIBOR Period on the first day of each calendar month unless otherwise directed by the County.

(d) *Opinion as to tax exemption.* On the date of the first Advance, the County shall provide to the Bank an unqualified opinion of bond counsel that the interest on the Tax-Exempt Note is not includable in gross income for purposes of Federal income tax.

(e) *Making the Advances.* [Upon receipt of an Advance Notice from the County not later than [12:00] p.m. (New York City time) on the third Business Day preceding the day of the proposed borrowing (which shall be a Business Day), the Bank, subject to the terms and conditions of this Agreement, shall be required to make an Advance by 2:00 p.m. (New York City time) on the day of the proposed borrowing for the account of the County in an amount equal to the amount of the requested borrowing. With respect to any such Advance Notice received by the Bank after [12:00] p.m. (New York City time) on any date, the Bank shall be required to make such Advance by [2:00] p.m. (New York City time) on the fourth Business Day thereafter. Any Advance Notice shall be signed by a FCEDA Representative. Each Advance shall be made by the Bank by wire transfer of immediately available funds to the County in accordance with written instructions provided by the County.]

## 2.2 Repayment and Interest.

(a) Subject to Section 2.7(a) hereof, Advances shall bear interest from and including their applicable Advance Date to but not including the date the Bank is reimbursed therefor at a per annum rate equal to the Applicable LIBOR Interest Rate for each applicable Advance. FCEDA, or the County for the account of FCEDA, shall pay interest to the Bank on each Interest Payment Date on all accrued interest on outstanding Advances and on the Maturity Date, and if any interest accrues or remains payable after such date, or during the continuance of an Event of Default, upon demand by the Bank. Subject to Section 2.3, Advances shall be repaid on their respective Maturity Dates. On or before the day an Advance Notice is provided to the Bank, the County shall determine if the Advance will finance a Tax-Exempt Project or Taxable Project and the LIBOR Period of such Advance. If a rate for a particular LIBOR Period is not available at the time an Advance is made, the County shall choose a LIBOR Period with an available rate.

(b) The Applicable LIBOR Interest Rate for any Advance shall be determined by the Bank as of the Advance Date.

2.3 Prepayment.

(a) Prepayment. FCEDA, or the County for the account of FCEDA, may prepay all or any portion of any Advance without cost, penalty or premium, provided at least ten (10) Business Days' written notice is provided to the Bank and such prepayment occurs on the final Business Day of the then applicable LIBOR Period to which such prepayment will be applied or if paid prior to such final Business Day, such prepayment amount contains sufficient interest to cover the period from the date such prepayment is made through the final Business Day of the then applicable LIBOR Period and the Bank may hold such payment and apply it on such final Business Day of the then applicable LIBOR Period. Any prepayment of any Advance, which accrues interest during a LIBOR Interest Period, on a day other than the final Business Day of the then applicable LIBOR Period shall include Prepayment Penalty Costs to the Bank except in the case of a LIBOR Period of 1 month which automatically sets and resets as of and on the first calendar day of each month. Each such notice of optional prepayment shall be irrevocable and shall bind FCEDA, and the County for the account of FCEDA, to make such prepayment in accordance with such notice; provided, however, that in the event that the County certifies to the Bank that the source of payment is the proceeds of a borrowing by either FCEDA or the County, such optional notice of prepayment shall be deemed conditional in that it is subject to the timely closing of the borrowing and should the borrowing for any reason not close on or before the date fixed for such prepayment, such notice of optional prepayment shall be deemed withdrawn and of no effect. All prepayments of principal shall include accrued interest to the date of prepayment and all other amounts due pursuant to this Agreement.

2.4 [Intentionally omitted]

2.5 Fees.

(a) Unused Commitment Fee. FCEDA shall pay to the Bank semi-annually on each June 1 and December 1, commencing June 1, 2014 an unused commitment fee equal to 0.25% on the difference between the Commitment and the average outstanding principal amount of all Advances outstanding during such semi-annual period (the "Unused Commitment Fee").

(b) Amendment Fee. FCEDA shall pay to the Bank upon each amendment hereto an amendment fee to be mutually determined by the Bank and FCEDA.

2.6 Reserves; Capital Adequacy.

(a) If any Requirement of Law, now or hereafter in effect, any change therein or any interpretation or application thereof by any court, Governmental Authority or central bank charged with the administration thereof shall either (i) impose, modify, deem or make applicable any reserve, special deposit, assessment or similar requirement against loans by the Bank or (ii) impose on the Bank any other condition regarding this Agreement or any Payment Agreement, and the result of any event referred to in clause (i) or (ii) above shall be to increase the cost to the Bank of maintaining its obligations under this Agreement (which increase in cost shall be the result of the Bank's reasonable allocation of the aggregate of such cost increases resulting from such events), then, within ten (10) Business Days of written demand by

the Bank, FCEDA, or the County for the account of FCEDA, shall pay to the Bank, from time to time as specified by the Bank, additional amounts which shall be sufficient to compensate the Bank for such increased cost. A certificate setting forth in reasonable detail the computation of such increased cost incurred by the Bank, submitted by the Bank to FCEDA and the County shall be conclusive, absent manifest error, as to the amount thereof.

(b) In the event that any change in or the interpretation or application of any law or any governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) now or hereafter in effect, (a “Change of Law”) shall, in the opinion of the Bank, require that any obligation under this Agreement or any Payment Agreement be treated as an asset or otherwise be included for purposes of calculating the appropriate amount of capital to be maintained by the Bank, and such Change of Law shall have the effect of reducing the rate of return on the Bank’s capital, as a consequence of the Bank’s obligations hereunder to a level below that which the Bank could have achieved but for such Change of Law (taking into account the Bank’s policies with respect to capital adequacy) by an amount deemed by the Bank to be material, then from time to time upon demand by the Bank, the FCEDA, or the County for the account of FCEDA, shall pay to the Bank such additional amount or amounts as will compensate the Bank for such reduction.

(c) It is understood that the cost to the Bank of maintaining its commitments hereunder may fluctuate as a result of the implementation, or subsequent increase, of reserve requirements on this Agreement by the Board of Governors of the Federal Reserve System of the United States, including, but not limited to, reserve requirements under Regulation D of such Board of Governors as now and from time to time in effect (hereinafter referred to as “Regulation D”). FCEDA, or County for the account of FCEDA, agrees to pay to the Bank, from time to time as hereinafter provided, such amounts as shall be necessary to compensate the Bank for the portion of the cost of maintaining its commitments hereunder resulting from the imposition, or any subsequent increase, in either case after the Closing Date, of such reserve requirements on this Agreement, it being understood that the Unused Commitment Fee and other sums payable by FCEDA, or the County for the account of FCEDA, in connection herewith have been determined on the basis of existing reserve requirements. If any applicable Change of Law (including any request, guideline or policy whether or not having the force of law and including, without limitation, Regulation D) by any Governmental Authority charged with the administration or interpretation thereof occurs after the Closing Date which: (i) subjects the Bank to any tax (other than any tax measured by or based upon the overall net income of the Bank) with respect to (a) its commitments hereunder or (b) any Reimbursement Obligations of FCEDA, or the County for the account of FCEDA; or (ii) changes the basis of taxation of any amount paid or payable to the Bank in connection with this Agreement or any Payment Agreement (other than any tax measured by or based upon the overall net income of the Bank); or (iii) imposes, modifies, increases or deems applicable any reserve requirements with respect to this Agreement or any Payment Agreement; or (iv) imposes upon the Bank any other condition with respect to any amount paid or payable to the Bank in connection with this Agreement or any Payment Agreement;

and the result of any of the foregoing is to increase the cost to the Bank of maintaining its commitments hereunder, or to reduce the amount of any payment receivable by the Bank with respect to this Agreement or any Payment Agreement, or to require the Bank to make any

additional payment on or calculated by reference to the gross amount of any sum received by it with respect to this Agreement or any Payment Agreement, in each case by an amount which the Bank in its sole reasonable judgment deems material, then and in any such case:

(A) The Bank shall promptly notify FCEDA and the County in writing of the happening of such event;

(B) The Bank shall promptly deliver to FCEDA and the County a certificate stating the change which has occurred or the reserve requirements or other conditions which have been imposed on the Bank or the request, direction or requirement with which it has complied, together with the date thereof, the amount of such increased cost, reduction of payment and the way in which such amount has been calculated; and

(C) FCEDA, or the County for the account of FCEDA, shall pay to the Bank, within ten (10) days after delivery of the certificate referred to in clause (B) above, such amount or amounts as will reimburse the Bank for such additional cost or reduction of payment.

A certificate setting forth in reasonable detail the computation of such increased cost incurred by the Bank, submitted by the Bank to FCEDA and the County, shall be conclusive, absent manifest error, as to the amount thereof. The protection of this subsection shall be available to the Bank regardless of any possible contention of invalidity or inapplicability of the law, regulation or condition which has been imposed. The parties hereto acknowledge and agree that the protections of this provision shall be applicable to the extent that the increase in costs to the Bank of maintaining its commitments hereunder is the result of an increase in reserve requirements applicable to lenders, banks and/or financial institutions in general, and not applicable to the Bank only. In no event or under any circumstance shall the Bank be obligated to reduce the Unused Commitment Fee or any other fees below the amount determined pursuant to Section 2.5 hereof nor shall any other sums payable hereunder be reduced as a result of a reduction after the Closing Date in the costs incurred by the Bank in maintaining its commitments hereunder (including, without limitation, any reduction in applicable reserve requirements); provided, however, any such reduction shall reduce additional amounts payable by FCEDA, or the County for the account of FCEDA, pursuant to this subsection. The agreements in this Section shall survive the termination of this Agreement and repayment of all amounts payable under this Agreement and any Payment Agreement.

## 2.7 Payments and Computations.

(a) Computations of the Applicable LIBOR Interest Rates and any other interest and fees hereunder shall be made on the basis of a 360 day year for the actual number of days elapsed. If, by the terms of this Agreement, FCEDA, or the County for the account of FCEDA, at any time is required or obligated to pay interest at a rate in excess of the maximum rate permitted by law, the rate of interest shall be deemed to be immediately reduced to such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments made in reduction of the principal amount due hereunder.

(b) FCEDA, or the County for the account of FCEDA, shall make all payments on Advances or fees or interest under this Agreement including, without limitation, any fees owing under Section 2.5, not later than 2:00 p.m. (New York City time) on the day when due in lawful money in good and available funds without set-off or counterclaim of any nature or kind to the Bank by (B) wire transfer to [Bank of America, N.A. New York, NY for the account of Bank of America, N.A., ABA # 026009593, Account Title – Commercial Loans Account No. 1093601001000, Reference: Fairfax County Economic Development Authority Obligor #], or to such other account as the Bank may from time to time designate to the FCEDA and County in writing, in each case in lawful money of the United States of America.

(c) Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day, and interest and any applicable fees other than late fees shall accrue during such extension through and including the date of payment.

2.8 Evidence of Debt. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of FCEDA resulting from each Advance and the amounts of principal, tax-exempt interest or taxable interest and fees payable and paid from time to time under this Agreement. In any legal action or proceeding in respect of this Agreement or any Payment Agreement, the entries made in such account or accounts shall be conclusive evidence of the existence and amounts of the obligations of FCEDA therein recorded, absent manifest error.

2.9 Obligations Subject to Appropriation.

(a) The obligations of the County for the account of FCEDA to make payments on Advances under this Contract are contingent upon the appropriation for each fiscal year by the Board of Supervisors of the County of funds from which such payments on Advances can be made. FCEDA, and the County for the account of FCEDA, shall not be liable for any amounts that may be payable pursuant to this Agreement unless and until such funds have been so appropriated for payment and then only to the extent thereof. The County covenants for the benefit of FCEDA and the Bank, with respect to any County fiscal year in which principal and interest payments on any Advances made pursuant to this Agreement are to be made, that it will cause the County Executive to include as a separate line item in the annual budget of revenues and disbursements presented to the County's Board of Supervisors an item, appropriately designated, for the County to contribute to FCEDA amounts sufficient to pay timely the principal and interest on Advances made pursuant to this Agreement in order that the Board of Supervisors can determine whether to appropriate sufficient funds to make such principal and interest payments pursuant to this Agreement for the then coming fiscal year. Under no circumstances or conditions shall FCEDA be expected or required to make any payment of any kind due under this Agreement except from amounts it receives from the County to make payments due hereunder nor, shall FCEDA be under any obligation or liability hereunder, except as provided in this Agreement. It is understood and agreed by the parties hereto that nothing in this Agreement shall be deemed to obligate the Board of Supervisors of the County to appropriate any sums on account of any payments on Advances to be made by the County hereunder. This Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth. The

obligations of FCEDA, or the County for the account of FCEDA, under this Agreement shall be observed strictly in accordance with the terms of this Agreement or the Note, as applicable, under all circumstances whatsoever including, without limitation, the following circumstances:

(i) any lack of validity or enforceability of any of this Agreement or any Payment Agreement;

(ii) any amendment or waiver of or any consent to departure from any term, condition or provision of this Agreement or any Payment Agreement;

(iii) the existence of any claim, set-off, defense or other right which FCEDA or the County may have at any time against the Bank or any beneficiary or transferee, whether in connection with this Agreement, the transactions contemplated therein or in any Payment Agreement, or any unrelated transaction;

(iv) any Advance Notice presented hereunder proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(v) any statement or any other document presented hereunder proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(vi) payment by the Bank hereunder against presentation of an Advance Notice which does not strictly comply with the terms hereof;

(vii) any exchange, acceptance, release or non-perfection as to any collateral or release or addition of any other Person primarily or secondarily liable;

(viii) the failure of the Bank: (a) to enforce any right or remedy against FCEDA or the County or any other Person under the provisions of this Agreement, any Payment Agreement or otherwise; or (b) to exercise any right or remedy against any payment of all or any of the Reimbursement Obligations, or any other extension, compromise or renewal of any Reimbursement Obligations with respect to FCEDA, County or any other Person; or

(ix) any other circumstances or happening whatsoever, whether or not similar to any of the foregoing.

(b) The County shall pay for the account of FCEDA all amounts owed under any Advances and any other amounts owed under this Agreement free of any abatement, charges, counterclaims, assessments, set-offs, offsets, impositions or deductions of any kind whatsoever and under no circumstances or conditions shall FCEDA be expected or required to make any payment of any kind with respect to Agreement or be under any obligation or liability hereunder, except as provided in this Agreement and the Note. The County shall timely pay for the account of FCEDA all legal fees of FCEDA incurred in the approval and execution of this Agreement.

(c) Except to the extent required as compulsory counterclaim under any legal requirement, FCEDA and the County (i) shall pursue separate exercise and enforcement of any right, power, privilege, remedy or interest retained by the Bank under this Agreement, any Payment Agreement and applicable law, and (ii) shall not seek to exercise or enforce any such right, power, privilege, remedy or interest in any proceeding instituted by the Bank respecting any collection or enforcement under this Agreement or any Payment Agreement, whether through joinder, consolidation, setoff, recoupment, abatement, reduction, counterclaim, defense or otherwise.

2.10 Collateral. Certain Reimbursement Obligations of FCEDA, or the County for the account of FCEDA, shall be secured by any and all payments to be received by FCEDA from any applicable Payment Agreement entered into either between FCEDA or the County and a related County entity or authority under which such entities or authorities will agree to provide payments equal to the payments required under applicable Advances in consideration for FCEDA providing the funds received from such Advances to the County for the purpose of having an entity's or authority's Project(s) financed. It will not be a requirement that a Payment Agreement be entered into in order for the Bank to make an Advance.

2.11 Extension of Scheduled Termination Date. This Agreement may not be extended beyond the Scheduled Termination Date. Notwithstanding anything to the contrary in this Agreement, provided that (i) no Event of Default under this Agreement shall have occurred and be then continuing and (ii) all representations and warranties (including, without limitation, the representation and warranty as to no material adverse change and no material litigation) set forth in this Agreement are true and correct on the on the Scheduled Termination Date, the outstanding Advances on such Scheduled Termination Date may, at the County's and FCEDA's election, be converted to a short term loan which will be repayable in a single payment (principal and accrued interest at the Applicable LIBOR Interest Rate) on the date that is 7 months from such Scheduled Termination Date or such earlier date that the County or FCEDA shall elect.

2.12 Voluntary Termination. Notwithstanding any provisions of this Agreement to the contrary, FCEDA and the County may terminate the Agreement on any date 90 days after notice of such termination is provided to the Bank; however, FCEDA and the County agree not to terminate the Commitment or replace this Agreement prior to the first anniversary of the Closing Date except upon (i) the withdrawal, suspension or reduction in the rating assigned to the Bank's unsecured long-term obligation by S&P below ["\_\_"], Moody's below "\_\_" or Fitch below "\_\_", or (ii) the Bank seeking payment of increased costs pursuant to Section 2.6 hereof. Upon such termination FCEDA, or the County for the account of FCEDA, will pay to the Bank all amounts owed hereunder including, if applicable, Prepayment Penalty Costs.

2.13 [Interest Rate and Payment Adjustment]. (a) From and after a Rate Adjustment Event, the interest rate on the Tax-Exempt Note shall change to a rate equal to the product of the tax-exempt rate on the Tax-Exempt Note prior to the Rate Adjustment Event and the Taxable Rate Factor.

(b) It is further expressly provided that FCEDA shall additionally pay to the Bank, any taxes, interest, penalties or other charges assessed against or payable by the Bank and attributable to a Rate Adjustment Event, notwithstanding the repayment of all Advances.]

SECTION III  
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. To induce the Bank to make Advances hereunder, the FCEDA and County, as applicable, represent and warrant to the Bank as of the Closing Date and as of the date of each Advance that:

(a) Organization and Qualification. FCEDA and the County are each political subdivisions of the Commonwealth, validly existing under the laws of the Commonwealth.

(b) Corporate Power and Authority. FCEDA and the County each has all requisite power and authority to execute, deliver and carry out the terms and provisions of this Agreement, any Payment Agreement and the other instruments and documents to be executed and/or delivered by it pursuant hereto or in connection herewith and have taken or caused to be taken by them all necessary action required of it in connection with the receipt of Advances, to authorize the execution, delivery and performance by FCEDA and County of this Agreement, any Payment Agreement, the occurrence of the obligations contemplated hereunder and thereunder and the execution, delivery and performance of the other instruments and documents to be executed and/or delivered by it pursuant hereto or in connection herewith or therewith. This Agreement, any Payment Agreement and each of the other instruments and documents executed and/or delivered by FCEDA and the County pursuant hereto or thereto or in connection herewith or therewith have been duly executed and delivered by FCEDA and the County and constitute the legal, valid and binding obligations of the FCEDA and County and are enforceable against the FCEDA and County in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(c) Compliance with Law and Contracts. Neither the execution and delivery of this Agreement, any Payment Agreement nor the consummation of the transactions contemplated therein to be consummated by FCEDA and the County or the compliance by FCEDA and the County with the provisions thereof, will conflict with, or constitute on the part of the FCEDA or the County a material violation or breach of or an event of default under, (x) any statute, indenture, mortgage, commitment, note or other agreement or instrument to which FCEDA and the County is a party or by which the FCEDA and County is bound, or (y) any existing law, rule, regulation or ordinance or judgment, order or decree of any court or governmental agency or body having jurisdiction over the FCEDA and County or any of its activities or properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities that are required for FCEDA's and the County's execution and delivery of, consummation of the transactions contemplated by and compliance with the provisions of the Payment Agreement have been obtained or can be obtained in a timely manner.

(d) Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or

threatened against or affecting FCEDA or the County or its properties and rights or powers, its legal existence, or the actions taken or contemplated to be taken by it, nor is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial condition or operations of FCEDA or the County, the validity or enforceability of this Agreement, any Payment Agreement, or the transactions contemplated by this Agreement or any Payment Agreement.

(e) Governmental Approvals. No authorization or approval or other action by, filing with, or notice to, any Person or Governmental Authority is required for the due execution, delivery and performance by FCEDA or the County of this Agreement, any Payment Agreement or any other instrument or document to be executed and/or delivered pursuant hereto or thereto or in connection herewith or therewith, except such authorizations, approvals, actions or filings which have been duly obtained or notices which have been duly given by FCEDA or the County, each of which is in full force and effect (or will be obtained as and when required).

(f) Securities Laws. Neither FCEDA nor the County is an “investment company”, or a Person “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940, as amended.

(g) Taxes. The execution and delivery of this Agreement and any Payment Agreement are not subject to any tax, duty, fee or other charge, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by any Governmental Authority that has not been paid.

(h) Continuing Representations. Each Advance Notice shall be deemed to constitute a representation and warranty by FCEDA and the County as of the date of such Advance that each of the representations and warranties herein made are true and correct in all material respects on and as of such date as though made on and as of such date; provided, however, that any representations or warranties given as of a specific date shall remain true and correct in all material respects as of such date.

(i) Financial Condition. The most recent financial statements of the County delivered to the Bank hereunder are complete and accurate and fairly present the financial condition and the results of operations and cash flows of the County on the dates thereof and for the periods then ended and such financial statements show all known liabilities, direct or contingent, of the County as of the dates thereof and were prepared in accordance with GAAP. Since [June 30, 2013] except as disclosed in writing to the Bank, there has been no material adverse change in the financial conditions or operations of the County.

(j) No Misrepresentations or Omissions. None of this Agreement, any Payment Agreement or any other document, certificate or statement furnished to the Bank by or on behalf of FCEDA or the County contains any untrue statements of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading.

(k) No Material Adverse Facts. There are no facts that FCEDA or the County has failed to disclose to the Bank that, individually or in the aggregate, could have a

Material Adverse Effect or, as far as FCEDA or the County can reasonably foresee, could have a Material Adverse Effect.

(l) Margin Stock. Neither FCEDA or the County is engaged in, nor does it have as one of its substantial activities, the business of extending or obtaining credit for the purpose of purchasing or carrying “margin stock” (as that term is defined in Regulation U of the Board of Governors of the Federal Reserve System) and no proceeds of any Advances will be used for such purpose or for the purpose of purchasing or carrying any shares of margin stock.

(m) No Maximum Interest Rate Violation. The obligations of FCEDA and the County under this Agreement and any Payment Agreement are not in violation of any Requirement of Law prescribing a maximum rate of interest.

#### SECTION IV CONDITIONS PRECEDENT

4.1 Conditions Precedent to Effectiveness. This Agreement shall become effective when each of the following conditions precedent has been fulfilled in a manner satisfactory to the Bank:

(a) Delivery of Documents. The Bank shall have received on or before the Closing Date the following, each in form and substance satisfactory to the Bank, unless indicated otherwise, dated the Closing Date

(i) the Note;

(ii) a certificate of the County Executive certifying as to the incumbency and signature of each of the County Representatives authorized to sign this Agreement and any Payment Agreement;

(iii) a certificate of the Chair, Vice Chair or Secretary of FCEDA certifying as to the incumbency and signature of each of the FCEDA Representatives authorized to sign this Agreement, any Payment Agreement and any Advance Notices;

(iv) certified copies of any resolutions, approvals or authorizations required in connection with the transactions contemplated by this Agreement and any Payment Agreement;

(v) the audited financial statements of the County for each of the fiscal years ended June 30, 2011, 2012 and 2013, a copy of the current budget and a copy of the capital improvement program of the County;

(vi) a favorable opinion of Sidley Austin LLP, Washington, D.C., Bond Counsel as to the validity of this Agreement and of the Note;

(vii) a favorable opinion of the County Attorney, as to such matters as mutually agreed to by the parties to this Agreement;

(viii) a favorable opinion of counsel to FCEDA, as to such matters as mutually agreed to by the parties to this Agreement;

(ix) written confirmation that the County's credit ratings with respect to its general obligations as of the closing date are "AAA" by Fitch, "Aaa" by Moody's and "AAA" by S&P;

(x) such other documents, instruments, approvals or opinions as mutually agreed to by the parties to this Agreement.

(b) Representations; Defaults. The following statements shall be true and correct on and as of the Closing Date, and the Bank shall have received certificates signed by a FCEDA Representative and a County Representative, dated the Closing Date, stating that:

(i) the representations and warranties of FCEDA and County contained in Section 3.1 of this Agreement are true and correct in all material respects on and as of the Closing Date as though made on and as of such date; and

(ii) no Default shall have occurred and be continuing or would result from the making of any Advance.

(c) Fees, etc. The Bank shall have received the payment of fees and disbursements of Bank counsel incurred in connection with the preparation of this Agreement, including any amendments and reaffirmations, and all other out-of-pocket expenses of the Bank.

(d) Material Adverse Change. Since June 30, 2013, no material adverse change in the financial condition, business, assets, liabilities or prospects of the County shall have occurred.

4.2 Conditions Precedent to the Making of Advances. As conditions precedent to the approval by the Bank hereunder of each Advance Notice (including the initial Advance Notice on or after the Closing Date):

(a) The Bank shall have received (or waived the receipt of, in the sole discretion of the Bank) the written Advance Notice required under, and in strict conformity with Section 2.1(c) of this Agreement, in a manner satisfactory to the Bank.

(b) The Termination Date shall not have occurred.

(c) No Event of Default shall have occurred and be continuing or shall result from the funding of the Advance in question.

(d) The FCEDA or the County shall have delivered to the Bank if applicable, a Payment Agreement relating to such Advance and such additional instruments or documents and such additional approvals and opinions as the Bank may reasonably request under the terms of this Agreement, or otherwise as soon as commercially reasonable after request therefor.

Unless FCEDA or the County shall have otherwise previously advised the Bank in writing, delivery to the Bank of an Advance Notice shall be deemed to constitute a representation and warranty by FCEDA or the County that on the date of such Advance each such condition is satisfied.

Approval by the Bank of any one or more Advance Notices when one or more conditions contained in this Section 4.2 have not been fulfilled, shall not be deemed a waiver of such condition or conditions as to the Bank's approval of subsequent Advance Notices.

## SECTION V COVENANTS OF FCEDA AND THE COUNTY

5.1 Affirmative Covenants. FCEDA and the County hereby agree that, so long as any Advances remain outstanding or any amount is due or owing to the Bank under this Agreement or the Note, FCEDA and the County shall keep and perform fully each and all of the following covenants:

(a) Compliance with Laws, Etc. FCEDA and the County shall comply with all Requirements of Law or any change therein or in the application, the administration or interpretation thereof (including, without limitation, any request, directive, guideline or policy, whether or not having the force of law) by any Governmental Authority charged with the administration or interpretation thereof and all indentures, mortgages, deeds of trust, agreements or other instruments or contractual obligations to which it is a party or by which it or any of its Property may be bound or affected, except such Requirements of Law or indentures, mortgages, deeds of trust, agreements or other instruments or contractual obligations noncompliance with which could not reasonably be expected to have a Material Adverse Effect.

(b) Keeping of Books. The County shall keep proper books of record and account, containing complete and accurate entries of all financial and business transactions relating to the business, operations, Property, assets, condition (financial or otherwise) or prospects of the County in conformity with GAAP and all Requirements of Law. At any reasonable time and from time to time during reasonable business hours, the County shall permit the Bank or any agents or representatives thereof to examine and make copies of and abstracts from the records and books of account (other than those books and records that must be treated as confidential under any Requirement of Law) of, and visit the Property of, on which the Projects are located upon and to discuss the affairs, finances and accounts of the County with any of its officers, provided that such visit and discussions shall not materially interfere with such officers' conduct of their respective duties.

(c) Notice of Default. FCEDA and the County shall promptly notify the Bank in writing of (i) the occurrence of any Default or Event of Default hereunder, or (ii) any default, or event, condition or occurrence which with notice or the lapse of time, or both, would constitute a default by any party thereto under any Payment Agreement, any indenture, mortgage, deed of trust, agreement or other instrument or contractual obligation to which FCEDA or the County is a party or by which any of its Property may be bound or affected and which could reasonably be expected to have a Material Adverse Effect.

(d) Payment of Fees and Other Obligations. FCEDA or, the County for the account of FCEDA, shall timely pay the fees and expenses of the Bank due under this Agreement, as well as pay and discharge at or before such other obligations are due, all material obligations and liabilities, including, without limitation, tax liabilities, except where the same may be subject to a good faith contest.

(e) Maintenance of Insurance. The County shall maintain insurance with responsible insurance companies, or may self-insure, against such risks and in such amounts as is customarily maintained by similar organizations. Any self-insurance maintained by the County pursuant to this subsection (e) shall comply with the following terms: the self insurance program shall be evaluated in writing by the County's Department of Risk Management to determine the criteria which the County shall apply to establish an actuarially sound claims reserve fund out of which self-insured claims shall be paid; the adequacy of such fund shall be evaluated on an annual basis by the Department of Risk Management and any deficiencies in any self-insured claims reserve fund shall be remedied in accordance with their recommendation.

(f) Performance and Compliance with Other Covenants. FCEDA and the County shall perform and comply in all material respects, and subject to the applicable grace periods, with each of the covenants binding on it, as in effect on the Closing Date.

(g) Payment of Taxes and Other Claims. FCEDA and the County shall pay when due all taxes, assessments and charges which are imposed upon it or its operations or properties, or which it is required to withhold and pay over (including payroll withholding taxes), and shall pay all other claims which, if unpaid, might become liens or charges upon its properties and except to the extent such taxes, liens or charges are the subject of a good faith contest.

(h) Use of Proceeds. The proceeds of any Advances will be used, by the County solely to finance the costs of the Projects. None of such proceeds will be used, directly or indirectly, for the purpose, whether immediate, incidental or ultimate, of purchasing or carrying any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System. The County shall use, or cause to be used, the proceeds of the Advances in compliance with all applicable legal and regulatory requirements of any Governmental Authority (including, without limitation, Regulations U and X of the Board of Governors of the Federal Reserve System and the Securities Exchange Act of 1934 and the Securities Act of 1933 and any regulations thereunder).

(i) Financial and Other Information. The County agrees that it will furnish its Comprehensive Annual Financial Report to The Electronic Municipal Market Access ("EMMA") system administered by the Municipal Securities Rulemaking Board when the same becomes available, but no later than March 31 after the end of each Fiscal Year.

(j) Litigation; Material Change. FCEDA or the County shall promptly notify the Bank of (i) the existence and status of any litigation that the County Attorney determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the

County or its obligation to perform its obligations under this Agreement or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

(k) Private Activity Bond Covenant. The FCEDA and the County hereby covenant that neither will take any action that would cause the Tax Exempt Note to be a private activity bond within the meaning of Section 141 of the Code and the applicable regulations thereunder. In furtherance of this covenant, the FCEDA and the County will execute a tax certificate in connection with the first Advance under the Tax-Exempt Bond Note that will set forth the requirements that must be satisfied so that the Tax Exempt Note will not be a private activity bond within the meaning of Section 141 of the Code.

(l) Arbitrage Covenant. The FCEDA and the County hereby covenant that money on deposit in any fund or account maintained in connection with the Tax Exempt Note, whether or not such money was derived from draws on the Tax Exempt Note or from any other sources, will not be used in a manner that would cause the Tax Exempt Note to be an “arbitrage bond” within the meaning of Section 148 of the Code and the applicable regulations thereunder. The FCEDA and the County hereby covenant that they will not take any action which will, or fail to take any action which failure will, cause the interest on the Tax Exempt Note to become includable in the gross income of the owners of the Tax Exempt Note for federal income tax purposes pursuant to the provisions of the Code and the regulations promulgated thereunder in effect on the date of original issuance of the Tax Exempt Note.

## SECTION VI EVENTS OF DEFAULT

6.1 Events of Default. The occurrence of any of the following events shall be an Event of Default hereunder:

(a) (i) failure by FCEDA or the County for the account of FCEDA to pay or cause to be paid (i) any scheduled principal of or interest on any Advance when due for any reason other than the failure of any Bank to perform its obligations hereunder, or (ii) within five (5) Business Days after written demand by the Bank to FCEDA and the County, any amount payable under this Agreement; or

(b) failure by FCEDA or the County to observe or perform any of the covenants set forth in Section 5.1 and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to FCEDA or the County from the Bank or (ii) the Bank is notified of such failure, or should have been notified of such failure by FCEDA or the County, pursuant to the terms of this Agreement, unless such failure is not reasonably capable of being cured within such thirty (30) day period but is capable of being cured within sixty (60) days and the County commences action to cure such failure within such thirty (30) day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after the date of the written notice specified above; or

(c) failure by FCEDA or the County to observe or perform any other material term, condition, covenant or agreement set forth in this Agreement or any applicable Payment Agreement to be observed or performed by FCEDA or the County (and not constituting

an Event of Default under any of the preceding or following provisions of this Section VI) and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to FCEDA or the County from the Bank or (ii) the Bank is notified of such failure, or should have been notified of such failure by FCEDA or the County, pursuant to the terms of this Agreement or any Payment Agreement, unless such failure is not reasonably capable of being cured within such thirty (30) day period but is capable of being cured within sixty (60) days and the County commences action to cure such failure within such thirty (30) day period and diligently and continuously prosecutes such action to completion and causes such failure to be cured within sixty (60) days after the date of the written notice specified above; or

(d) any representation, warranty or statement made or deemed made by or on behalf of FCEDA or the County in this Agreement or any Payment Agreement or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement or any Payment Agreement shall prove to have been misleading or incorrect when made or deemed made which could reasonably be expected to have a Material Adverse Effect; or

(e) any provision of this Agreement shall for any reason cease to be valid and binding on FCEDA or the County or in full force and effect or FCEDA or the County; or

(f) the County shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator or other similar official of itself or of all or a substantial part of its Property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors, seek to have an order of relief entered with respect to it or seek to adjudicate it a bankrupt or insolvent, or seek reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts, or (v) take any corporate action for the purpose of effecting any of the foregoing; or

(g) a case, proceeding or other action shall be commenced without the application or consent of the County, in any court of competent jurisdiction, seeking the liquidation or readjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of the County, or of all or any substantial part of its assets, or any similar action with respect to the County, under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors and such case, proceeding or other action shall continue undismissed, or unstayed and in effect, for a period of ninety (90) days, or an order for relief against the County, shall be entered in any such involuntary case, proceeding or other action or the County, shall take any action in furtherance of, or indicating its consent to, approval of or acquiescence in any of the actions described above; or

(h) unless waived by the Bank, in writing, (i) any event of default, however defined, shall have occurred and be continuing with respect to any obligation of FCEDA or the County under this Agreement, or (ii) FCEDA or the County fails to comply with any covenant or financial obligation set forth in this Agreement, or (iii) any representation or

warranty made or deemed made by FCEDA or the County in this Agreement or which is contained in any exhibit, schedule or any other document or other statement furnished at any time under or in connection with this Agreement or any Payment Agreement or any of the other documents, instruments or certificates furnished by FCEDA or the County in connection therewith shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(i) a final judgment for an amount not otherwise covered by insurance, in excess of \$\_\_\_\_\_ (which the Bank determines to not be covered by insurance or as to which the insurer has given notice of a denial of coverage) is rendered against FCEDA or the County and, within ninety (90) days after entry thereof, such judgment has not been discharged or execution thereof stayed pending appeal or if, within thirty (30) days after the expiration of any such stay, such judgment has not been discharged.

**6.2 Non-Appropriations. ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS AGREEMENT, THE FAILURE OF THE COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS AGREEMENT (INCLUDING REPAYMENT OF ADVANCES) TO OR FOR THE ACCOUNT OF THE BANK ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM (AN “EVENT OF NON-APPROPRIATION”) SHALL NOT, TO THE EXTENT OF SUCH FAILURE, CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT.**

**6.3 Rights and Remedies Upon Default.** (a) Upon the occurrence of any Special Event of Default, the obligations of the Bank to make Advances hereunder shall automatically and immediately terminate and the Commitment shall be reduced to zero without notice or other action on the part of the Bank and all Obligations shall immediately become due and payable.

(b) Upon the occurrence of any Event of Default (other than a Special Event of Default) (i) the Available Commitment shall immediately be reduced to zero and (ii) and the Bank shall have the right to declare that all Obligations shall immediately become due and payable.

(c) Upon the occurrence of an Event of Default under Section 6.1(f) or (g) hereof, the obligation of the Bank to make Advances hereunder shall be suspended until any proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event any such proceedings are terminated, the obligation of the Bank to make Advances hereunder shall be reinstated and the terms of this Agreement will continue in full force and effect (unless the obligations of the Bank to make Advances hereunder shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no such suspension.

(d) Upon the occurrence of any Event of Default all outstanding Advances shall accrue interest at the Default Rate.

SECTION VII  
MISCELLANEOUS PROVISIONS

7.1 Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by FCEDA or the County therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank. In the case of any waiver, FCEDA, the County and the Bank shall be restored to their former position and rights hereunder, and any default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

7.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and shall be deemed to have been duly given or made when delivered by hand (or when refused delivery), three (3) days after being deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by certified mail, return receipt requested postage prepaid, or one (1) Business Day after being deposited with a nationally recognized overnight courier, addressed at their addresses set forth below or to such other address as may be hereafter notified by the respective parties hereto:

(i) If to FCEDA, to:

Fairfax County Economic Development Authority  
8300 Boone Boulevard, Suite 450  
Vienna, Virginia 22180  
Attention: Executive Director

With a copy thereof sent to:

Thomas O. Lawson, Esq.  
10805 Main Street, Suite 200  
Fairfax, Virginia 22030

With copies to the County at the two addresses set forth below:

(ii) If to the County, to:

by registered or certified mail, postage prepaid, return receipt requested, or hand delivery, addressed to the:

County of Fairfax,  
12000 Government Center Parkway  
Fairfax, Virginia 22035,  
Att: County Executive; and to such other party or address(es) as  
the County may from time to time designate by notice given to the  
Bank by registered or certified mail as aforesaid.

With a copy thereof sent to:

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

(iii) If to the Bank, to:

[Edmund A. Bianchi  
Bank of America, N.A.  
100 S. Charles Street  
Baltimore, MD 21201 2713

With a copy thereof sent to:

Kristy Moore  
One Bank of America Plaza  
421 Fayetteville Street Mall  
Suite 1703  
Raleigh, NC 27601]

7.3 No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right, remedy, power or privilege under any of this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other further exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

7.4 No Fiduciary Relationship. FCEDA and the County acknowledge and agree that their dealings with the Bank relate solely to the transactions occurring under this transaction and that in no event shall the Bank be considered to be a partner or joint venturer of FCEDA or the County. Also, the County represents and warrants that it has independently evaluated the transactions contemplated by this and has not relied upon, nor will it rely upon, the expertise, advice or other comments or statements of the Bank (including agents of the Bank), if any, in deciding to pursue such undertaking. As the County is experienced in financial affairs (or has sought professional advice (other than from the Bank)) concerning its financial affairs, in no event shall the Bank owe any fiduciary or similar obligations to it in connection with the subject transaction.

7.5 Successors and Assigns; Participations.

(a) This Agreement is a continuing obligation and shall be binding upon the Bank, FCEDA and the County, and their respective successors, transferees and assigns, and shall inure to the benefit of and be enforceable by the Bank, FCEDA and the County, and their respective successors, transferees and assigns; provided, however, that FCEDA or the County may not assign all or any part of this Agreement or any Payment Agreement without the prior written consent of the Bank.

(b) The Bank may, without notice to or the consent of any party, sell, assign, grant participation interest in, or otherwise dispose of all or any portion of its rights hereunder (but not its obligation to make Advances hereunder) to one or more parties which are banks, other than banks with no United States office or United States or state license, provided that the Bank shall remain responsible for the performance of its obligations hereunder and FCEDA and the County shall continue to deal solely and directly with the Bank in connection with the Bank's rights and obligations hereunder and under any Payment Agreement. The Bank shall promptly notify FCEDA and the County of any such sale, assignment or participation. FCEDA and the County shall accord full recognition to any such assignment, and all rights and remedies of the Bank in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by the Bank before such assignment.

(c) In connection therewith, FCEDA and the County hereby authorizes the Bank to disclose to any prospective or actual participants or transferees (each, a "Transferee") any and all financial information in the Bank's possession concerning the County which has been delivered to the Bank by or on behalf of the County pursuant to this Agreement or which has been delivered to the Bank by or on behalf of the County in connection with the Bank's credit evaluation of the County prior to becoming a party to this Agreement, provided that the proposed transferee agrees to keep such information confidential.

7.6 Costs and Expenses. FCEDA agrees to pay on demand (a) all reasonable costs and expenses of the Bank (as set forth in the term sheet agreed to by the parties pursuant to which this Agreement was entered into) in connection with the review, execution, delivery and administration of this Agreement, and all other instruments and documents to be delivered under or in connection with this Agreement, and any waivers or supplements or amendments thereto, including the reasonable fees and expenses of counsel, fees and expenses of appraisers, accountants, and other professionals, and costs of property and lien searches; and (b) all reasonable costs and expenses of the Bank in connection with the enforcement of this Agreement, and all other instruments and documents to be delivered under or in connection with this Agreement, including the reasonable fees and expenses of counsel and the reasonable fees and expenses of appraisers, accountants, and other professionals. Such costs and expenses shall include all costs and expenses (including the reasonable fees and expenses of counsel for the Bank) incurred in connection with: (A) the protection, exercise or enforcement of the Bank's rights with respect to this Agreement; and (B) the assertion, protection, exercise or enforcement of the Bank's rights in any proceeding under the United States Bankruptcy Code, including without limitation the preparation, filing and prosecution of (i) proofs of claim, (ii) motions for relief from the automatic stay, (iii) motions for adequate protection and (iv) complaints, answers and other pleadings in adversary proceedings by or against the Bank relating to this Agreement. Such costs and expenses also shall include the fees and expenses of counsel for the Bank in advising the Bank as to its rights and responsibilities under this Agreement or any Payment Agreement or in representing the Bank in any legal proceeding in which the County seeks to enforce payment by the Bank hereunder. The agreements in this Section shall survive the termination of this Agreement and repayment of all amounts payable under the Advances.

7.7 Liability of Bank. Neither the Bank nor any of its officers, directors, employees or representatives shall be liable or responsible for: (a) the use which may be made of any Advance; (b) the validity, sufficiency or genuineness of documents, or of any

endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by the Bank against presentation of documents which do not comply with the terms hereof, including failure of any documents to bear any reference or adequate reference to this Agreement; (d) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign this Agreement, or the rights or benefits under this Agreement, or proceeds of any Advance, in whole or in part, which may prove to be invalid or ineffective for any reason; (e) errors, omissions, interruptions, losses or delays in transmission or delivery of any messages by mail, cable, telegraph, telex, telephone or otherwise; (f) any loss or delay in the transmission or otherwise of any document or draft required in order to make an Advance Notice hereunder; or (g) any other circumstances whatsoever in making or failing to make payment hereunder, except only that FCEDA and the County shall have a claim against the Bank, and the Bank shall be liable to FCEDA and the County, to the extent, but only to the extent, of any direct, as opposed to consequential, indirect or punitive damages suffered by FCEDA or the County which FCEDA or the County proves were caused by (i) the Bank's willful misconduct or negligence in determining whether documents presented hereunder comply with the terms hereof or (ii) the Bank's willful failure to pay hereunder after the presentation to it by the County of an Advance Notice strictly complying with the terms and conditions hereof. FCEDA and the County hereby waive any right to object to any payment made hereunder against an Advance Notice in the form provided for herein but varying in punctuation, capitalization, spelling or similar matters of form. IN NO EVENT SHALL THE BANK EVER BE LIABLE FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, ANY RIGHT OR CLAIM THERETO BEING EXPRESSLY AND UNCONDITIONALLY WAIVED. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary; provided, however, that if the Bank shall receive written notification from FCEDA or the County that sufficiently identifies (in the opinion of the Bank) documents to be presented to the Bank which are not to be honored, the Bank agrees that it will not honor such documents.

7.8 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.9 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

7.10 Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

7.11 Survival of Representations and Warranties. All representations and warranties made in any document, certificate or statement delivered pursuant hereto or thereto or in connection herewith shall survive the execution and delivery of this Agreement.

7.12 Rights Cumulative. All rights, powers and remedies herein given to the Bank, FCEDA or the County are cumulative and not alternative, and are in addition to all statutes or rules of law; any forbearance or delay by the Bank in exercising the same shall not be deemed to be a waiver thereof, and the exercise of any right or partial exercise thereof shall not preclude the further exercise thereof, and the same shall continue in full force and effect until specifically waived by an instrument in writing executed by the Bank.

7.13 Exhibits and Schedules. The Exhibits and Schedules attached to this Agreement are an integral part hereof and are hereby made a part of this Agreement.

7.14 Termination. This Agreement and the Loan may be terminated in writing on any date by FCEDA and the County; provided that this Agreement shall not terminate until all amounts payable under this Agreement including all Advances made have been paid in full. Notwithstanding the foregoing, Sections 2.6 and 7.6 shall survive the termination of this Agreement and repayment of all amounts payable under this Agreement and shall be deemed to continue in full force and effect.

7.15 Entire Agreement. [This Agreement, the applicable terms of the Request for Proposal relating to this Agreement issued by the County on \_\_\_\_\_ and all addendums thereto (the "Request for Proposal") and section \_ and all appendices in the Bank's response to the Request for Proposal dated \_\_\_\_\_ (the "Response") constitute the entire agreement between the Bank, FCEDA and the County and the written and executed form of this Agreement along with the Request for Proposal and the Response shall completely and fully supersede all prior undertakings and agreements, both written and oral, among FCEDA, the County and the Bank, executed in anticipation of this Agreement. The Request for Proposal and the Response are incorporated herein by reference.]

7.16 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, and each such counterpart shall be deemed to be an original and all of which constitute together but one and the same agreement. All recitals and statements made in the this Agreement shall be deemed fully incorporated within the text of this Agreement and made a part hereof.

7.17 Interest Limitation. [Notwithstanding anything to the contrary contained herein, the total liability of FCEDA for payment of interest pursuant to this Agreement and pursuant to any Advances for any period for which interest is payable shall not exceed the maximum amount, if any, of such interest permitted by applicable law to be contracted for, charged or received (the "Maximum Rate"), and if any payments by FCEDA, or the County for the account of FCEDA, to the Bank include interest in excess of such a maximum amount, the Bank shall apply such excess to the reduction of the unpaid obligations of FCEDA or the County under this Agreement, as applicable, or if none is due, such excess shall be refunded to FCEDA or the County. Any such application or refund shall not cure or waive any Event of Default. Provided that, to the extent permitted by applicable law, in the event the interest is not collected, is applied to principal or is refunded pursuant to this Section, if the rate of interest payable hereunder shall exceed the Maximum Rate for any period for which interest is payable, then (i) interest at the Maximum Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in

accordance with the terms hereof and (B) the Maximum Rate (the “Excess Interest”), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Rate, at which time the County for the account of FCEDA shall pay to the Bank with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal the Maximum Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank. Upon the termination of this Agreement, in consideration for the limitation of the rate of interest otherwise payable hereunder, the County for the account of FCEDA shall pay to the Bank a fee equal to the amount of all unpaid deferred Excess Interest. In determining whether or not any interest payable under this Agreement or with respect to any Advance exceeds the highest rate permitted by law, any non-principal payment (except payments specifically stated in this agreement to be “interest”) shall be deemed, to the extent permitted by applicable law, to be an expense, fee, premium or penalty rather than interest.]

7.18 Survival. So long as any of the Reimbursement Obligations remain outstanding or the Bank has any obligations under this Agreement or FCEDA or the County has any continuing obligations under this Agreement, any Payment Agreement or Advances unless otherwise provided herein, all covenants, agreements, representations and warranties made herein shall survive the execution and delivery to the Bank of this Agreement and the making of Advances hereunder and shall continue in full force and effect

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

**BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_

**BANK OF AMERICA, N.A.**

By: \_\_\_\_\_

FORM OF REQUEST FOR ADVANCE

REQUEST FOR ADVANCE

Advance No. \_\_

Project No. \_\_

Bank of America, N.A.

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

The undersigned County Representative of Fairfax County, Virginia (the “County”), refers to the Master Credit Agreement dated as of December \_\_, 2013 (together with any amendments or supplements thereto, the “Agreement”) among Fairfax County Economic Development Authority, the County, and Bank of America, N.A. (the “Bank”) and hereby requests, pursuant to Section 2.1 of the Agreement, that the Bank make an Advance under the Agreement, and in that connection sets forth below the following information relating to such Advance:

1. The aggregate amount of the proposed Advance is \$\_\_\_\_\_; and
2. The aggregate amount of the Advance shall be used solely to finance or refinance the costs of acquisition of a [Tax Exempt/Taxable] Project, described on Attachment A to this notice, pursuant to the Agreement.
3. The funds for such Advance are to [pay costs of a [Tax Exempt/Taxable] Project/ repay an outstanding Advance].
4. The LIBOR Period at which such Advance shall bear interest is [1 automatic reset/manual reset, 2, 3, 6, 9 or 12] month.
5. The Maturity Date of the proposed Advance is \_\_\_\_\_.
6. The proposed Advance shall be made by the Bank by wire transfer of immediately available funds to the undersigned in accordance with the instructions set forth below:

[Wire instructions]

Attachment 2

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_  
Name:  
Title:

FORM OF LIBOR PERIOD REQUEST

LIBOR PERIOD REQUEST

Bank of America, N.A.

\_\_\_\_\_

Attention: \_\_\_\_\_

The undersigned County Representative of Fairfax County, Virginia (the "County"), refers to the Master Credit Agreement dated as of \_\_\_\_\_, 2013 (together with any amendments or supplements thereto, the "Agreement") among Fairfax County Economic Development Authority, the County, and Bank of America, N.A. (the "Bank") and hereby requests, that the Bank reset the LIBOR Period for the Advance initially received on \_\_\_\_\_, 20\_\_ from the Bank under the Agreement, and in that connection sets forth below the following information relating to such Advance and its applicable LIBOR Periods:

1. The applicable Advance was initially received on \_\_\_\_\_ and relates to [add description of Project];

1. The date the current LIBOR Period expires is \_\_\_\_\_, 20\_\_; and

2. The County requests that on \_\_\_\_\_, 20\_\_ the LIBOR Period for such Advance be reset to a [1 automatic reset/manual reset, 2, 3, 6, 9 or 12] month LIBOR Period which shall end on \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, this Certificate has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FAIRFAX COUNTY, VIRGINIA

By: \_\_\_\_\_

Name:

Title:

## FORM OF NOTE

Date of Note: December \_\_, 2013

Interest Rate: As set forth on Attachment A hereto

FOR VALUE RECEIVED, FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "FCEDA"), does hereby covenant and promise to pay to Bank of America, N.A. (hereinafter with its successors or assigns being collectively termed the "Bank"), ON THE SCHEDULED TERMINATION DATE OR ANY ACCELERATION TO THE SCHEDULED TERMINATION DATE at its principal office at \_\_\_\_\_, or at such other place or places as the Bank may designate to FCEDA in writing from time to time, in immediately available funds, the Amount of this Note, or so much of the Commitment as may be Advanced by the Bank (the "Principal Amount"), pursuant to the Master Credit Agreement (as defined below) and the unpaid interest upon such Principal Amount until this Note is paid in full. This Note is being issued pursuant to and is further subject to the terms of that certain Master Credit Agreement, dated as of December \_\_, 2013, among the Authority, Fairfax County, Virginia and the Bank (the "Master Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Master Credit Agreement.

FCEDA promises to pay interest on the unpaid Principal Amount of this Note on the dates and at the rates and times and in all cases in accordance with the Master Credit Agreement. All payments of principal and interest shall be made to the Bank in lawful money of the United States of America in immediately available funds. The Bank shall endorse its records relating to this Note with appropriate notations evidencing the Advances under the Master Credit Agreement and payments of principal hereunder as contemplated by the Master Credit Agreement.

This is a limited obligations of FCEDA payable solely from the from the amounts described in the Master Credit Agreement. Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including FCEDA and the Fairfax County, Virginia) are pledged to the payment of the principal of or the interest or premium, if any, on this Note. The issuance of this Note shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including FCEDA and Fairfax County, Virginia) to levy any taxes whatever therefor or to make appropriation for their payment except from the funds pledged therefor. FCEDA has no taxing power.

As provided in the Master Credit Agreement, this Note is subject to prepayment, in whole or in part. In case an Event of Default (as defined in the Master Credit Agreement) shall occur and be continuing, the principal of and accrued interest on this Note may be declared due and payable in the manner and with the effect provided in the Master Credit Agreement.

Notwithstanding that the Bank may make demand for payment of the Principal Amount upon the occurrence of an Event of Default, the Bank may, at its option, thereafter make Advances under the Master Credit Agreement and all such Advances shall be evidenced by this

Attachment 2

Note regardless of whether or not the sums outstanding at the time of any such demand for payment have been paid.

All notices and other communications provided for under this Note shall be delivered and be deemed delivered to the addresses specified above and in the manner provided in Section 7.2 of the Master Credit Agreement; or, as to each, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

This Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

All parties to this Note, whether FCEDA, principal, surety, guarantor or endorser, hereby waive valuation and appraisal, demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

This Note shall be construed and enforced in accordance with the law of the Commonwealth of Virginia.

Signed and sealed as of December \_\_, 2013.

FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY

[Seal]

By: \_\_\_\_\_  
Name:  
Title:



LOAN AGREEMENT

Dated as of December, 2013

among

FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

and

TD BANK, N.A.

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**LOAN AGREEMENT**

This LOAN AGREEMENT, dated as of December \_\_, 2013 (the “Agreement”), among FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Suite 450, Vienna, Virginia (“FCEDA”), the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “County”); and TD Bank, N.A., a \_\_\_\_\_ duly organized and existing under the laws of \_\_\_\_\_ (the “Bank”)]

WITNESSETH:

WHEREAS, FCEDA is a political subdivision of the Commonwealth of Virginia;

WHEREAS, the County wishes FCEDA to borrow from the Bank certain sums hereunder and the Bank is willing, upon the terms and conditions set forth below, to lend such sums to FCEDA to provide financing for the costs of the planned replacement of County-owned building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement that have reached the end of their useful life (the “Projects”) for the benefit of the County; and

WHEREAS, in order for FCEDA to obtain the funds to finance the costs of the Projects, FCEDA has determined to enter into this Agreement, whereby the Bank will advance funds to FCEDA to pay the costs of the Projects in two separate advances, and FCEDA will repay such advances with interest in installments pursuant to the terms of this Agreement;

WHEREAS, to induce the Bank to enter into this Agreement and make the loan hereunder, the County has agreed to request FCEDA to execute and deliver to the Bank, prior to any advance of funds, the Note (as hereinafter defined) and any related agreements, undertakings, instruments and documents to provide for the repayment to the Bank of (i) any loan advances hereunder, (ii) any other payment made hereunder and (iii) any other fees and expenses of the Bank in connection with this Agreement;

WHEREAS, the obligation of FCEDA to make Installment Payments (as hereinafter defined) and other payments required under Article IV hereof shall constitute a limited obligation payable from amounts received from the County pursuant to a payment agreement entered into between the County and FCEDA and shall not constitute a pledge of the faith and credit of FCEDA within the meaning of any constitutional debt limitation or as otherwise prohibited by the Virginia Constitution;

WHEREAS, the FCEDA and the Bank have each duly authorized the execution and delivery of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS AND EXHIBITS

**SECTION 1.1**      **Definitions and Rules of Construction.** Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The words “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof. All references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement unless some other reference is indicated.

“Advance” means an advance being made by the Bank to the FCEDA pursuant to Section 3.1 of this Agreement.

“Agreement” means this Loan Agreement, including any amendment or supplement hereto permitted herein.

“Bank” means TD Bank, N.A., a \_\_\_\_\_ organized and existing under the laws of the \_\_\_\_\_, and any successor thereto.

“Closing Costs” means and further includes all items of expense directly or indirectly payable by or reimbursable to the FCEDA relating to the financing of the Projects, including, but not limited to, filing and recording costs, settlement costs, printing costs, word processing costs, reproduction and binding costs, legal fees and charges and financing and other professional consultant fees.

“Commonwealth” means the Commonwealth of Virginia.

“County” has the meaning set forth in the recitals hereof.

“County Payments” means the payments made or to be made by the County, subject to appropriation, to or for the account of FCEDA, in respect of the Installment Payments pursuant to the terms of the Payment Agreement.

“Enabling Act” shall mean Chapter 643 of the 1964 Acts of the General Assembly of the Commonwealth of Virginia, as amended, and other applicable law.

“Enforcement Limitation” means any laws that provide that no deficiency judgment may be rendered against FCEDA or the County in any action for breach of a contractual obligation and that the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under this Agreement.

“Event of Nonappropriation” means (a) the failure by the County’s governing body to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year an amount sufficient to pay all County Payments and any reasonably estimated additional payments under the Payment Agreement coming due in the next ensuing Fiscal Year

or (b) the deletion from County's duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any additional payments shall become due that were not included in the County's current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Bank to the County to such effect.

"Fiscal Year" means the period beginning on July 1 of any year and ending on June 30 of the following year.

"FCEDA" has the meaning set forth in the recitals hereof.

"Governmental Authority" means any nation, government, or state, or any political subdivision thereof, or any court, entity or agency exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Installment Payment Date" means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit A.

"Installment Payments" means the payments required to be paid by FCEDA pursuant to Section 4.1 in order to repay the Advance, as specified in Exhibit A.

"Net Proceeds" means any proceeds of insurance paid with respect to the Project remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Note" means a promissory note evidencing a loan advance made by the Bank to FCEDA for the benefit of the County, substantially in the form of Exhibit B attached hereto.

"Payment Agreement" means the agreement between FCEDA and the County dated as of December \_\_, 2013 pursuant to which, among other items, the County has agreed, subject to appropriation, to make the County Payments.

"Projects" means the replacement of building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement the cost of which is being paid by the Authority from the Advances.

**SECTION 1.2**      **Exhibits.** The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A:      Installment Payment Schedule

## ARTICLE II

### REPRESENTATIONS OF FCEDA AND BANK

#### **SECTION 2.1**      **Representations, Covenants and Warranties of FCEDA.**

FCEDA represents, covenants and warrants to the Bank as follows:

(a) FCEDA is a political subdivision of the Commonwealth organized and existing under and by virtue of the Constitution and laws of the Commonwealth.

(b) The Constitution and laws of the Commonwealth authorize FCEDA to execute and deliver this Agreement and to enter into the transactions contemplated by and to carry out its obligations under this Agreement.

(c) FCEDA has duly authorized and executed this Agreement in accordance with the Constitution and laws of the Commonwealth.

(d) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any charter provision, restriction, agreement or instrument to which the FCEDA is now a party or by which the FCEDA is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by FCEDA of this Agreement, and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting FCEDA challenging the validity or enforceability of this Agreement, or any other documents relating hereto and the performance of FCEDA's obligations hereunder and thereunder.

#### **SECTION 2.2**      **Representations, Covenants and Warranties of the Bank.** The

Bank represents, covenants and warrants to FCEDA and the County as follows:

(a) The Bank is a \_\_\_\_\_ organized, existing and in good standing under and by virtue of the laws of the \_\_\_\_\_ and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Bank or any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound.

## ARTICLE III

### ADVANCES

**SECTION 3.1**      **Advances.** (a) In consideration of the covenants, warranties and representations contained herein, and in consideration of FCEDA's agreement to repay the moneys advanced hereunder and interest thereon, [the Bank shall advance \$25,000,000 on the date hereof to the County to reimburse the County for costs previously incurred by the County for the Projects (the "2013 Advance") and advance \$10,000,000 to the County [on or before \_\_\_\_\_, 2015] for additional costs of the Projects (the "2015 Advance" both the 2013 Advance and 2015 Advance an "Advance").]

(b) [Each Advance made shall be evidenced by the Note, payable to the Bank, in substantially the form attached hereto as Exhibit B. The principal amount outstanding of the Note at any time shall equal the amount of the then outstanding and unpaid Advances and the payments on such Note shall be in the form of the Installment Payments.]

(c) Upon not less than 30 days prior to \_\_\_\_\_, 2015 County through a written notice to the Bank may decide not to utilize the 2015 Advance.

(d) [If any event shall occur so that interest payments on any Advance are includible in the gross income for federal income tax purposes of the recipient of the interest payments on the Loan (an "Event of Taxability"), the interest rate on such Advance shall increase to the prime rate as published on the first day of the month in the Wall Street Journal ("Prime Rate") plus two percent (2%) from the date of occurrence of the Event of Taxability. The County agrees to pay Bank for all interest, penalties, fines, additions to taxes, levied or assessed as a result of an Event of Taxability.]

**SECTION 3.2**      **Payment of Closing Costs.** [FCEDA shall be obligated to pay all Closing Costs when the same become due and payable solely from the proceeds of the Advances or other funds of the County made available to FCEDA for such purpose.]

**SECTION 3.3**      **Disclaimer of Bank.** The County acknowledges and agrees that the Bank (a) has not made any recommendation, given any advice nor taken any other action with respect to the Projects and has not at any time had physical possession of the Projects or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (b) has not made any warranty or other representation, express or implied, that the Projects or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly used, or will accomplish the results which the County intends therefor, or (iii) is safe in any manner or respect.

## ARTICLE IV

### REPAYMENT OF THE ADVANCES

**SECTION 4.1**      **Repayment of the Advances.** (a) Subject to the provisions of subsection (c) of this Section, FCEDA shall repay the 2013 Advance, with interest, computed at the rate of 1.242% per annum, calculated on a 30/360 basis, in installments due at the times and in the amounts set forth in Exhibit A . FCEDA shall repay the 2015 Advance, with interest at the rate determined pursuant to Exhibit A hereto, in installments due in the times and amounts set forth in Exhibit A.

(b) All payments required to be made to the Bank hereunder shall be made at the Bank's principal office at the address set forth in Section 9.1 or as may otherwise be directed by the Bank.

**SECTION 4.2**      **Budget and Appropriation.** (a) FCEDA SHALL MAKE THE INSTALLMENT PAYMENTS SOLELY FROM AMOUNTS RECEIVED FROM COUNTY PAYMENTS MADE BY THE COUNTY PURSUANT TO THE PROVISIONS OF THE PAYMENT AGREEMENT.

The obligation of the County to make the County Payments under the Payment Agreement is contingent upon the appropriation for the applicable fiscal year by the Board of Supervisors of the County of funds from which such County Payments can be made. The County shall not be liable for any County Payments which may be payable pursuant to the Payment Agreement unless and until such funds have been appropriated for payment and then only to the extent thereof. The Payment Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

The County covenants for the benefit of FCEDA and the Bank, with respect to any County fiscal year in which Installment Payments are to be made pursuant to this Agreement, that it will cause the County Executive to include as a separate line item in the annual budget of revenues and disbursements presented to the County's Board of Supervisors an item, appropriately designated, for the County to contribute to FCEDA amounts sufficient to pay timely the Installment Payments made pursuant to this Agreement in order that the Board of Supervisors of the County can determine whether to appropriate sufficient funds to make such principal and interest payments pursuant to this Agreement for the then coming fiscal year.

FCEDA or the County on behalf of FCEDA shall promptly provide notice of any Event of Nonappropriation to the Bank. This Agreement shall not directly or indirectly or contingently obligate FCEDA to make payments beyond the amount they receive in County Payments received pursuant to the terms of the Payment Agreement.

(b) The Installment Payments and the Note are not a debt of the County, the Commonwealth or any political subdivision thereof (other than FCEDA), within the meaning of any constitutional, charter, or statutory debt limit or restriction, nor is the full faith and credit of

the County, FCEDA or the Commonwealth pledged to the payment of Installment Payments. FCEDA has no taxing power.

(c) THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE FCEDA OR THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE MADE FROM THE COUNTY PAYMENTS APPROPRIATED BY THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST FCEDA OR THE COUNTY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT IN VIOLATION OF APPLICABLE LAW.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the FCEDA's or the County's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the FCEDA's or the County's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

**SECTION 4.3**      **No Set-Off; Recoupment, Etc.** [Subject to Section 4.2 and the Enforcement Limitation, the obligation of FCEDA to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and FCEDA will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that FCEDA may have against the Bank.]

## ARTICLE V

### COVENANTS OF THE COUNTY

**SECTION 5.1**      **Permitted Use.** The County shall use, or cause to be used, the Projects for public purposes permitted by the Enabling Act. The County shall not use, or suffer any one else to use, the Projects for other than public purposes permitted by the Enabling Act. Except as permitted by Section 5.6, there shall be no occupation or use of the Project by the County or any one else for any purpose other than as authorized by this Section, without the written consent of FCEDA and counsel to FCEDA.

**SECTION 5.2**      **No Illegal Use.** The County shall not use or occupy, nor permit or suffer the Projects or any part thereof to be used or occupied for any unlawful or illegal business, use or purpose.

**SECTION 5.3**      **Properties Management.** Nothing in this Contract shall constrain the County and its transferees and their lessees and sublessees and licensees from contracting for management, cleaning, maintenance, food, professional instruction or other services for the Properties, or portions of them, and enter into an agreement or agreements therefor, subject to the provisions of Section 5.6.

**SECTION 5.4**      **Taxes.**

The execution and delivery of this Agreement and the Payment Agreement are not subject to any tax, duty, fee or other charge, including, without limitation, any registration or transfer tax, stamp duty or similar levy, imposed by any Governmental Authority that has not been paid.

**SECTION 5.5**      **Modification of the Projects.** The County shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to the Projects if such additions, modifications or improvements are necessary or beneficial for the use of the Projects. Such additions, modifications and improvements shall not in any way damage the Projects or cause the Projects to be used for purposes other than those authorized under the provisions of law, and the Projects, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Project immediately prior to the making of such additions, modifications and improvements.

**SECTION 5.6**      **Tax Representations.**

(A) Except as permitted in this Section, the County represents that it shall not use, or permit the use of, any portion of the Projects by any person or entity for any private business use, other than a state or local governmental unit. For purposes of this subsection, the term “use” shall include the transfer of title or lease of all or any portion of the Projects, or operation of or the provision of services with respect to all or any portion of the Projects, or any contract for the management or operation of the Projects that does not conform to the guidelines set forth in Revenue Procedure 97-13, as such guidelines may be modified by the Internal Revenue Code of 1986, as amended (the “Code”), and regulations and procedures adopted pursuant thereto, or any contract or other arrangement permitting the use of all or any portion of the Properties on a basis other than as a member of the general public.

(B) The County may use, or permit the use of, any portion of the Projects by any person or entity that is not a state or local governmental unit or other “exempt person” as defined in the Code for any private business use, provided, that (i) the County shall not more than sixty (60) nor less thirty (30) days prior to the effective date of such proposed use, furnish or cause to be furnished to FCEDA a written description of the nature, scope and duration of such proposed use, the person or entity to be engaged in such proposed use and a copy of the proposed agreement between the County, or any transferee of the County, and such person or entity establishing the terms and conditions of such proposed use, and (ii) an attorney at law or a firm of attorneys, designated by FCEDA, of nationally recognized standing in matters pertaining to the exclusion of interest on bonds issued by states and their political subdivisions from gross income for federal income tax purposes, shall, on or prior to the effective date of such proposed use, have delivered to FCEDA an opinion, reasonably satisfactory in form and substance to FCEDA, to the effect that such proposed use will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

**SECTION 5.7**      **Financial Statements.** The County agrees that it will furnish its Comprehensive Annual Financial Report to The Electronic Municipal Market Access system

administered by the Municipal Securities Rulemaking Board, when the same becomes available, but no later than March 31 after the end of each Fiscal Year.

## ARTICLE VI

### ASSIGNMENT AND LEASING

**SECTION 6.1**      **Assignment by the Bank.** The Bank may assign all or any part of its interest in this Agreement, including, without limitation, the Bank's rights to receive the Installment Payments and any additional payments due and to become due hereunder, with the prior written consent of the FCEDA or the County.

**SECTION 6.2**      **Lease by the County.** The County may lease the buildings within which contain portions of the Projects, subject to all of the following conditions:

(i)      the obligation of the FCEDA to make Installment Payments hereunder and the County to make the County Payments shall remain obligations of FCEDA and the County;

(ii)     any lease by the County shall not cause the Projects to be used for a purpose other than a governmental or proprietary function of the County authorized under the provisions of the Constitution and laws of the Commonwealth and shall not cause the interest component of the Installment Payments to be includable in gross income of the Bank for federal income tax purposes.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 7.1**      **Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a)      The failure by FCEDA to pay any Installment Payment required to be paid hereunder when due.

(b)      Failure by the FCEDA or the County to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given by FCEDA or the County by the Bank; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by FCEDA or the County within the applicable period and diligently pursued, FCEDA or the County shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(c) FCEDA or the County becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of FCEDA or the County) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fails to have such petition dismissed within sixty (60) consecutive days after the same is filed against FCEDA or the County.

(d) Any warranty, representation or statement made by FCEDA or the County herein or any other document executed and delivered by FCEDA or the County in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

**SECTION 7.2 Remedies on Default.** Upon the occurrence of any event of default under Section 7.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

(a) the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component may be declared due and payable in the manner and with the effect provided in this Agreement; and

(b) proceed by appropriate court action to enforce performance by FCEDA or the County of the applicable covenants of this Agreement or to recover for the breach thereof.

**NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST FCEDA OR THE COUNTY IN FAVOR OF THE BANK OR ANY OTHER PERSON IN VIOLATION OF SAID LAWS.**

**SECTION 7.3 Non-Appropriation. ANYTHING TO THE CONTRARY NOTWITHSTANDING ELSEWHERE IN THIS CONTRACT, THE FAILURE OF THE COUNTY TO PAY ALL OR ANY PORTION OF ANY AMOUNT OTHERWISE DUE AND PAYABLE UNDER THIS CONTRACT TO OR FOR THE ACCOUNT OF FCEDA OR THE TRUSTEE ON ACCOUNT OF THE FAILURE OF THE BOARD OF SUPERVISORS OF THE COUNTY TO APPROPRIATE SUCH SUM SHALL NOT CONSTITUTE A DEFAULT OR AN EVENT OF DEFAULT UNDER THIS AGREEMENT.**

**SECTION 7.4**      **No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

**SECTION 7.5**      **Agreement to Pay Attorneys' Fees and Expenses.** [In the event FCEDA or the County should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of FCEDA or the County contained herein, the County agrees that it will pay on demand to the Bank, subject to the limitations and provisions of the laws of the Commonwealth of Virginia, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.]

**SECTION 7.6**      **No Additional Waiver Implied by One Waiver.** In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

## ARTICLE VIII

### PREPAYMENT OF INSTALLMENT PAYMENTS

**SECTION 8.1**      **Prepayment of Installment Payments.** [FCEDA may prepay, in whole or in part, the outstanding principal component of the Installment Payments as evidenced by the Note upon 30 days written notice. Such prepayment will have a fixed rate prepayment charge calculated as set forth in Exhibit A hereto.]

## ARTICLE IX

### MISCELLANEOUS

**SECTION 9.1**      **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or five days after deposit in the United States certified mail (or other mail method providing written confirmation of receipt), postage prepaid, at the following addresses:

If to the FCEDA: Fairfax County Economic Development Authority  
8300 Boone Boulevard, Suite 450  
Vienna, Virginia 22180  
Attention: Executive Director

With a copy thereof sent to:

Thomas O. Lawson, Esq.  
10805 Main Street, Suite 200  
Fairfax, Virginia 22030

With copies to the County at the two addresses set forth below:

If to the County: County of Fairfax,  
12000 Government Center Parkway  
Fairfax, Virginia 22035,  
Att: County Executive; and to such other party or address(es) as the County may from time to time designate by notice given to the Bank by registered or certified mail as aforesaid.

With a copy thereof sent to:

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

If to the Bank: Robert Offutt, Vice President  
TD

FCEDA, the County and the Bank, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**SECTION 9.2** **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of FCEDA, the County and the Bank and their respective successors and assigns. Whenever in this Agreement either FCEDA, the County or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of FCEDA, the County or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**SECTION 9.3**      **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 9.4**      **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 9.5**      **Entire Agreement.** [This Agreement constitutes the entire agreement between the Bank, FCEDA and the County and the written and executed form of this Agreement and shall completely and fully supersede all prior undertakings and agreements, both written and oral, among FCEDA, the County and the Bank, executed in anticipation of this Agreement including the terms of the Request for Proposal relating to this Agreement issued by the County on \_\_\_\_\_ and all addendums thereto (the “Request for Proposal”) and the Bank’s response to the Request for Proposal dated \_\_\_\_\_, as supplemented on \_\_\_\_\_. ]

**SECTION 9.6**      **Applicable Law.** This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, FCEDA, the County and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

FCEDA:

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

[Seal]

By:

\_\_\_\_\_  
Name:  
Title: Chairman

Attest:

\_\_\_\_\_  
Secretary

COUNTY:

**BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA**

[Seal]

By:

\_\_\_\_\_  
Name:  
Title: Chairman

Attest:

\_\_\_\_\_  
Clerk of the Board

BANK:

TD BANK, N.A.

By:

---

Name:

Title:

**EXHIBIT A**

**PAYMENT SCHEDULE**

Loan Agreement: December \_\_, 2013

Issuer: Fairfax County Economic Development Authority

Loan Amount: \$35,000,000 (\$25,000,000 advance on \_\_\_\_, 2013, \$10,000,000 on \_\_\_\_, 2015)

Interest is calculated and imposed on the unpaid balance of the Loan Amount, based on the payment schedule described herein. The unpaid balance of the Loan Amount plus interest shall be repaid by FCEDA to Bank in annual payments set forth below beginning on \_\_\_\_, 2014 and continuing on the same day every \_\_\_\_ thereafter, until paid in full.

**2013 Advance**

Amount            \$25,000,000

Rate                1.242%

Term (Years)    5

[Payment Number	Payment Date	Payment	Principal	Interest	Balance
--------------------	--------------	---------	-----------	----------	---------

Totals

**2015 Advance**

Amount            \$10,000,000

Rate                [The interest rate shall be determined on the date of such advancement pursuant to the following calculation:

A rate established not more than three (3) business days prior to closing equal to 69% of the sum of (a) the then-prevailing 5 year/5-year Federal Home

Loan Bank of Boston Amortizing Advance Rate plus (b) 0.29% ]

Term 5  
(Years)

[Payment Number	Payment Date	Payment	Principal	Interest	Balance
--------------------	--------------	---------	-----------	----------	---------

Totals

**PREPAYMENT TERMS**

[add TD Bank's prepayment option 2 provisions from pricing sheet]

## EXHIBIT B

### FORM OF NOTE

Date of Note: December \_\_, 2013

Interest Rate: As set forth on Attachment A hereto

FOR VALUE RECEIVED, FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY (the "FCEDA"), does hereby covenant and promise to pay to \_\_\_\_\_ (hereinafter with its successors or assigns being collectively termed the "Bank"), ON EACH INSTALLMENT PAYMENT DATE OR ON ANY PREPAYMENT DATE at its principal office at \_\_\_\_\_, or at such other place or places as the Bank may designate to FCEDA in writing from time to time, in immediately available funds, each Installment Payment, evidencing a required principal payment and unpaid interest on outstanding principal installments as set forth in the Loan Agreement (as defined below). This Note is being issued pursuant to and is further subject to the terms of that certain Loan Agreement, dated as of \_\_\_\_\_, 20\_\_, among the Authority, the County and the Bank (the "Loan Agreement"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

FCEDA promises to pay the Installment Payments on the dates and at the rates and times and in all cases in accordance with the Loan Agreement. All payments of principal and interest shall be made to the Bank in lawful money of the United States of America in immediately available funds. [The Bank shall endorse its records relating to this Note with appropriate notations evidencing each Advance under the Loan Agreement and payments of principal hereunder as contemplated by the Loan Agreement.]

FCEDA SHALL MAKE THE INSTALLMENT PAYMENTS SOLELY FROM AMOUNTS RECEIVED FROM COUNTY PAYMENTS RECEIVED FROM THE COUNTY PURSUANT TO THE PROVISIONS OF THE PAYMENT AGREEMENT. The obligation of the County to make the County Payments under the Payment Agreement is contingent upon the appropriation for the applicable fiscal year by the Board of Supervisors of the County of funds from which such County Payments can be made. The County shall not be liable for any County Payments which may be payable pursuant to the Payment Agreement unless and until such funds have been appropriated for payment and then only to the extent thereof. The Payment Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Neither the faith and credit of the Commonwealth of Virginia nor the faith and credit of any political subdivision thereof (including FCEDA and the County) are pledged to the payment of the principal of or the interest or premium, if any, on this Note. The issuance of this Note shall not directly or indirectly or contingently obligate the Commonwealth of Virginia or any political subdivision thereof (including FCEDA and Fairfax County, Virginia) to levy any taxes

whatever therefor or to make appropriation for their payment except from the funds pledged therefor. FCEDA has no taxing power.

As provided in the Loan Agreement, this Note is subject to prepayment, in whole or in part. In case an Event of Default (as defined in the Loan Agreement) shall occur and be continuing, the principal of and accrued interest on this Note may be declared due and payable in the manner and with the effect provided in the Loan Agreement.

Notwithstanding that the Bank may make demand for payment of the principal components of the Installment Payments upon the occurrence of an Event of Default, the Bank may, at its option, thereafter make the additional Advance under the Loan Agreement and all such Advances shall be evidenced by this Note regardless of whether or not the sums outstanding at the time of any such demand for payment have been paid.

All notices and other communications provided for under this Note shall be delivered and be deemed delivered to the addresses specified above and in the manner provided in Section 9.1 of the Loan Agreement; or, as to each, at such other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section.

This Note may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

All parties to this Note, whether FCEDA, principal, surety, guarantor or endorser, hereby waive valuation and appraisal, demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

This Note shall be construed and enforced in accordance with the law of the Commonwealth of Virginia.

Signed and sealed as of [\_\_\_\_\_], 2013.

FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY

[Seal]

By: \_\_\_\_\_  
Name:  
Title:

## **PAYMENT AGREEMENT**

This Payment Agreement (this “Agreement”), dated as of December \_\_, 2013, is by and by and between the **FAIRFAX COUNTY ECONOMIC DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia having its principal office at 8300 Boone Boulevard, Vienna, Virginia (“EDA”), and the **BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia and having its principal office at 12000 Government Center Parkway, Fairfax, Virginia (the “County”).

### **SECTION I. DEFINITIONS**

For purposes of this Agreement, unless the context clearly indicates otherwise, the words and terms defined in this Section I have the respective meanings given to them herein:

“Advances” means the 2013 Advance and the 2015 Advance.

“Bank” means TD Bank, N.A. the lender of the Advances pursuant to the Loan Agreement.

“County Payments” means the payments made or to be made by the County, subject to appropriation, to or for the account of EDA, in respect of Installment Payments due under the Loan Agreement.

“County Payment Date” means an Installment Payment Date.

“Installment Payment Date” means each of the installment payment dates set forth in Exhibit A to the Loan Agreement.

“Loan Agreement” means the Loan Agreement, dated \_\_\_\_\_, 2013, between EDA, the County and the Bank.

“Payment Agreement” means this Payment Agreement as the same may be amended by written agreement of the parties with the consent of the Bank as provided in Section 4.02 hereof.

“Projects” means the replacement of building subsystems such as roofs, electrical systems, HVAC, plumbing systems, carpet replacement, parking lot and garage repairs, fire alarm replacement and emergency generator replacement the cost of which is being paid by EDA for the benefit of the County from the Advances.

“2013 Advance” means the \$25,000,000, advanced by the bank on December \_\_, 2013 by the Bank for purposes of financing the costs of the Projects.

“2015 Advance” means the \$10,000,000, scheduled to be advanced by \_\_\_\_\_, 2015 by the Bank for purposes of financing the costs of the Projects.

## **SECTION II. ADVANCES**

Section 2.01. Acceptance of the Advances. EDA agrees to accept the advances pursuant to the terms of the Loan Agreement. EDA agrees to provide the proceeds of the Advances to the County for purposes of financing the Projects.

Section 2.02. Purpose for the Advances. The County agrees to apply the proceeds of the Advances, [along with other money to be provided by the County, if any,] to finance the Projects.

## **SECTION III. PAYMENT UNDERTAKING BY THE COUNTY**

Section 3.01. County Payments. (a) The County hereby agrees to make County Payments on each Installment Payment Date subject to Sections 3.02 and 3.03 hereof.

(b) the County may, at its option, prepay the County Payments on not less than forty-five (45) days’ written notice to the EDA accompanied by a specific direction to the EDA to apply such prepayment to the prepayment of the Installment Payments in accordance with their terms. Upon such redemption, the Authority shall credit the principal amount of the Installment payments so redeemed against the County Payments and reduce the remaining County Payments otherwise payable in an amount equal to the sum of (x) the principal amount of the Installment Payments redeemed, (y) the interest on the Installment Payments so redeemed and (z) the interest that would have accrued on such Installment Payments so redeemed but for such prepayment redemption.

Section 3.02. County Payments Subject to Appropriation. The obligation of the County to make the County Payments under this Payment Agreement is contingent upon the appropriation for the applicable fiscal year by the Board of Supervisors of the County of funds from which such County Payments can be made. The County shall not be liable for any County Payments which may be payable pursuant to this Payment Agreement unless and until such funds have been appropriated for payment and then only to the extent thereof. This Payment Agreement shall not constitute a pledge of the full faith and credit of the County or a bond or debt of the County in violation of Section 10 of Article VII of the Constitution of the Commonwealth of Virginia.

Section 3.03. County Executive to Request Appropriations.

The Board of Supervisors of the County covenants that it will cause the County Executive in preparing the County's operating budget for each fiscal year subsequent to fiscal year 2013 so long as the Installment Payments are outstanding under the Loan Agreement, to include as a separate line item therein the debt service on the Advances that are scheduled to become due and payable during such fiscal year for which the budget is proposed and so long as any Installment Payments are outstanding to include as a separate line item therein the debt service on the Installment Payments that is scheduled to become due and payable during such fiscal year for which the budget is proposed.

**SECTION IV. MISCELLANEOUS**

Section 4.01. Third Party Beneficiaries. This Agreement shall inure to the benefit of EDA, the County and the Bank, and no other persons shall be deemed third party beneficiaries of this Payment Agreement.

Section 4.02. Amendments. This Agreement may be amended or any of its terms modified only by a written document authorized, executed and delivered by EDA and the County with the prior written consent of the Bank.

Section 4.03. Effective Date. This Agreement shall take effect immediately upon its execution and delivery.

Section 4.04. Termination. This Agreement shall terminate upon the final payment or prepayment of the Advances.

Section 4.05. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on both parties and such counterparts shall be deemed to be one and the same document.

Section 4.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, EDA and the County have caused this Agreement to be executed by their respective duly authorized officers, all as of the date and year first written above.

**FAIRFAX COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Chairman

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Secretary

**BOARD OF SUPERVISORS OF  
FAIRFAX COUNTY, VIRGINIA**

By: \_\_\_\_\_  
County Executive

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Clerk to the Board of Supervisors

Attachment 5

RFP 2000000880 – List of Offerors

Name	SWAM Status
Bank of America NA	Large
Bank of Tokyo – Mitsubishi UFJ/Union Bank	Large
JPMorgan Chase Bank, NA	Large
Sun Trust	Large
TD Bank NA	Large

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INFORMATION – 1

Presentation of the Fiscal Year 2013 Comprehensive Annual Financial Report (CAFR)

Annually, pursuant to the *Code of Virginia* (Code), Section 15.2-2511, as amended, Fairfax County's financial statements are audited by an independent certified public accountant. This audit is conducted in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States; and the Specifications for Audits of Counties, Cities, and Towns issued by the Auditor of Public Accounts of the Commonwealth of Virginia. The Code also requires that an independent certified public accountant present a detailed written report to the local governing body at a public session by December 31. The County's financial statements for Fiscal Year 2013 have been audited by KPMG LLP (KPMG), and KPMG's unqualified opinion, with respect thereto, is presented on page 1 of the Financial Section of the County's CAFR. A representative from KPMG is with us today.

In addition to meeting the requirements of the Code, the audit was designed to meet the requirements of the U. S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and the related Circular A-133 Compliance Supplement. Known as the Single Audit, this is a special type of compliance audit applicable to specific federal grant programs. The requirements of the Single Audit are established by federal legislation and regulation and are very stringent. KPMG's reports related specifically to this audit activity are included in a separate Single Audit Act Report.

Auditing standards generally accepted in the United States require that the auditors communicate, in writing, to those charged with governance all significant deficiencies, including material weaknesses. In a letter addressed to the Board of Supervisors, KPMG reports that no material weaknesses were noted. This has been the case for the past 19 consecutive years, which is quite an achievement considering the size and complexity of the County's financial operations.

The CAFRs presented on December 3, 2013 will be submitted for rigorous peer review by the Government Finance Officers Association of the United States and Canada (GFOA). The 2012 CAFR for the County was awarded the GFOA's Certificate of Achievement for Excellence in Financial Reporting, the highest honor conferred by the GFOA.

Board Agenda Item  
December 3, 2013

A comprehensive package was delivered directly to the offices of each member of the Board of Supervisors on or before November 30, 2013. The package included:

- The Fiscal Year 2013 Comprehensive Annual Financial Report.
- KPMG's required communications letter pertaining to the conduct of the audit addressed to the Board.
- KPMG's letter reporting no material weaknesses addressed to the Board.
- The Single Audit Act Report.

In compliance with the Code, a copy of the Fiscal Year 2013 CAFR is being provided to the Clerk to the Board of Supervisors where it shall remain open to public inspection. The CAFR is being made available for public use in the reference sections of the County's regional and community libraries.

ENCLOSED DOCUMENTS:

None. A comprehensive package has been delivered on or before November 30, 2013 to the office of each member of the Board of Supervisors.

STAFF:

Susan W. Datta, Chief Financial Officer, Department of Management and Budget  
Victor L. Garcia, Director, Department of Finance  
John D. Higgins, Deputy Director, Department of Finance  
Richard M. Modie Jr., Chief, Financial Reporting Division, Department of Finance

Board Agenda Item  
December 3, 2013

INFORMATION – 2

Planning Commission Action on Application 2232A-D01-4-1, Sirius XM (Dranesville District)

On Thursday, November 7, 2013, the Planning Commission voted unanimously (Commissioners Hall, Hart, and Lawrence absent from the meeting) to approve 2232A-D01-4-1.

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 2232A-D01-4-1 sought approval of the following modifications: Install 1 new panel antenna on the rooftop (Dimensions: Height: 38", Width: 21", Depth: 8"); relocate 1 existing dish on the rooftop; install 1 new dish with GPS on the rooftop; and replace 1 existing cabinet on existing steel platform that is located on the rooftop with 1 new cabinet. The property is located at 1350 Beverly Road. (Tax Map 30-2 ((1)) 0030B).

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpt  
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  
Jill Cooper, Executive Director, Planning Commission Office

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Attachment 1

Planning Commission Meeting  
November 7, 2013  
Verbatim Excerpt

2232A-D01-4-1 – SIRIUS XM, 1350 Beverly Road

During Commission Matters

Commissioner Donahue: I'd like to MOVE THAT THE PLANNING COMMISSION CONCUR WITH THE "FEATURE SHOWN" DETERMINATION IN THE MEMORANDUM DATED OCTOBER 23<sup>RD</sup>, 2012 [*sic*] CONCERNING 2232A-D01-4-1, SIRIUS XM, 1350 BEVERLY ROAD IN MCLEAN.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion of the motion? All those in favor of the motion to concur with the "feature shown" determination in 2232A-D01-4-1, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(The motion carried by a vote of 9-0. Commissioners Hall, Hart, and Lawrence were absent from the meeting.)

JN



A Public County, Virginia



1:25,000 Scale  
 This map is for informational purposes only and does not constitute a warranty of any kind. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map.

**GENERAL NOTES**

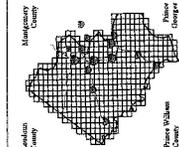
1. This map is for informational purposes only and does not constitute a warranty of any kind. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map.

2. This map is for informational purposes only and does not constitute a warranty of any kind. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map.

3. This map is for informational purposes only and does not constitute a warranty of any kind. The County is not responsible for any errors or omissions on this map. The County is not responsible for any damages, including consequential damages, arising from the use of this map.

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**ADMINISTRATIVE INDEX**

21-1	21-4	22-3
30-1	30-4	31-1
30-3	30-4	31-3

**SHEET INDEX**

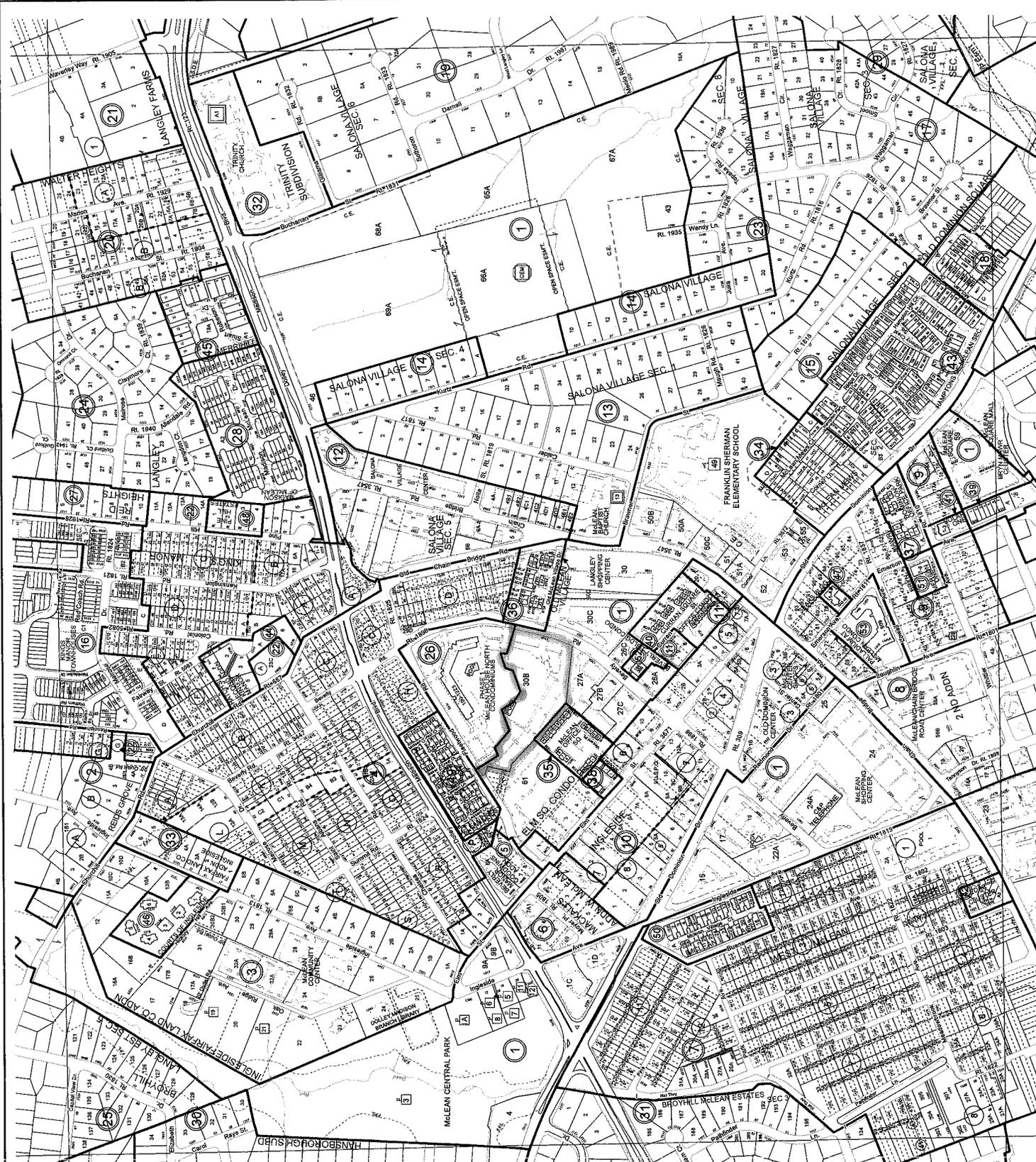
**CADASTRAL MAP**

30-2

Revised to: 04 - 08 - 2013

Prepared by:  
 DEPARTMENT OF INFORMATION TECHNOLOGY  
 2000 Old Dominion University Blvd.  
 Norfolk, Virginia 23502-0001  
 FAX: (757) 683-1188  
 Email: jphill@itd.state.va.gov

© THE COUNTY OF SHELBY  
 Print Date: 04/08/13



Board Agenda Item  
December 3, 2013

INFORMATION – 3

Contract Awards During the Period Between the December Board Meeting and the First Board Meeting in January

Current Board policy requires that the County Executive obtain Board authorization to award construction, professional and consultant contracts in excess of \$100,000 unless a severe emergency occurs (flood, sewer main breaks, etc.). Since December 15, 1980, the Board of Supervisors has authorized the County Executive or the appropriate Deputy County Executive to award miscellaneous construction and professional and consultant contracts during the period of December and the first meeting in January.

Unless otherwise directed, the County Executive or the appropriate Deputy County Executive will continue to award contracts during the period between the December meeting and the first meeting in January. Whenever a contract exceeds the estimate by 10 percent, it will be discussed with the Board Member in whose district the project is located and the Chairman of the Board before action is taken. The Board will receive notification of all contracts awarded.

ENCLOSED DOCUMENTS:

None

STAFF:

Catherine A. Chianese, Assistant County Executive and Clerk of the Board of Supervisors

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Board Agenda Item  
December 3, 2013

11:00 a.m.

Matters Presented by Board Members

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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. *Mohammed R. Sarmadi v. Fairfax County Department of Family Services*, Record No. 131470 (Va. Sup. Ct.)
  - 2. *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)
  - 3. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Michael Joseph Powers*, Case No. CL-2012-0003924 (Fx. Co. Cir. Ct.) (Lee District)
  - 4. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Donald M. Douglas and Louise L. Douglas*, Case No. CL-2013-0003838 (Fx. Co. Cir. Ct.) (Springfield District)
  - 5. *Leslie B. Johnson, 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)
  - 6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. George L. Karsadi and Trisha D. Karsadi*, Case No. CL-2012-0010272 (Fx. Co. Cir. Ct.) (Mount Vernon District)
  - 7. *Eileen M. McLane, Fairfax County Zoning Administrator v. Tatjana Ute Fernandez and Gil Blanco Benitez*, Case No. CL-2012-0008162 (Fx. Co. Cir. Ct.) (Mason District)

8. *Eileen M. McLane, Fairfax County Zoning Administrator v. Christine A. Bucierka*, Case No. CL-2007-0004195 (Fx. Co. Cir. Ct.) (Sully District)
9. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Angula L. Mitchell*, Case No. CL-2012-0009690 (Fx. Co. Cir. Ct.) (Mount Vernon District)
10. *The County of Fairfax, Virginia, and James W. Patteson, Director, Fairfax County Department of Public Works and Environmental Services v. Brian E. Bennett and Rebecca A. Crump*, Case No. CL-2010-0010469 (Fx. Co. Cir. Ct.) (Mount Vernon District)
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Chom Sun Cholihan*, Case No. CL-2013-0012453 (Fx. Co. Cir. Ct.) (Sully District)
12. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Blanka Krizek*, Case No. CL-2013-0008510 (Fx. Co. Cir. Ct.) (Dranesville District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Richard Chiu*, Case No. CL-2013-0007284 (Fx. Co. Cir. Ct.) (Mason District)
14. *Board of Supervisors of Fairfax County, Virginia v. John G. Hanchin, Jr., and Lucinda L. Hanchin*, Case No. CL-2012-0012184 (Fx. Co. Cir. Ct.) (Mount Vernon District)
15. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Silvio A. Diaz and Amalia D. Jesus Diaz*, Case No. CL-2013-0011448 (Fx. Co. Cir. Ct.) (Mason District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Devin L. Battley*, Case No. CL-2013-0012500 (Fx. Co. Cir. Ct.) (Mason District)
17. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Gregg Riddiford*, Case No. CL-2013-0015905 (Fx. Co. Cir. Ct.) (Providence District)
18. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Zulma J. Funes*, Case No. CL-2013-0016706 (Fx. Co. Cir. Ct.) (Mason District)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Rui C. Domingues and Bright Masonry, Inc.*, Case No. CL-2013-0016964 (Fx. Co. Cir. Ct.) (Providence District)

20. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Grand Shopping Center, LLC, and Amkim, Inc., Case No. CL-2013-0017032 (Fx. Co. Cir. Ct.) (Mason District)*
21. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Grand Shopping Center, LLC, and BRJ Kim, Inc., Case No. CL-2013-0017062 (Fx. Co. Cir. Ct.) (Mason District)*
22. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Nasreen Chowdhury and Anwaruz Zaman, Case No. CL-2013-0017123 (Fx. Co. Cir. Ct.) (Springfield District)*
23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Marjorie M. Hayes and George F. Hayes, Case No. GV13-010168 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)*
24. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Samya Ahmed Salih and Mustafa Abdel Magee Younis, Case No. GV13-018971 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
25. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Charles V. Stanley, Jr., Case Nos. GV13-019037 and GV13-019038 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
26. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tammy L. Umbel, Case No. GV13-018555 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
27. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. John M. King and Jaime L. Schisler, Case No. GV13-020765 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Janet L. Perry, Case No. GV13-021966 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
29. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Richard C. Arnold, Case No. GV13-021277 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jeffrey A. Maisel, Case No. GV13-020398 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)*
31. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Barbara A. Rojas, Case No. GV13-020768 (Fx. Co. Gen. Dist. Ct.) (Lee District)*

32. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Hyung Kon Kim and Eun Hee Kim*, Case No. GV13-024988 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
33. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Audrey J. Gearhart*, Case No. GV13-024989 (Fx. Co. Gen. Dist. Ct.) (Providence District)
34. *Fairfax County Board of Supervisors v. Alisha Wilkerson*, Case No. GV13-016397 (Fx. Co. Gen. Dist. Ct.)
35. *Naveed Kaymanesh v. Fairfax County Police Department and County of Fairfax*, Case No. GV13-014159 (Fx. Co. Gen. Dist. Ct.)
36. *Virginia Ann Brown v. County of Fairfax, Brian Joseph Byerson, Delvine John Egan, and John Doe*, Case No. CL13008303-00 (Pr. Wm. Co. Cir. Ct.)
37. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Beverly K. Lester*, Case No. GV13-020155 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
38. *Noel Arguelles v. Amanda Wallace*, Case No. GV13-012458 (Fx. Co. Gen. Dist. Ct.); *Amanda Wallace v. Dora Alicia Navarro*, Case No. GV13-023570 (Fx. Co. Gen. Dist. Ct.)
39. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Brian Walsh*, Case No. GV13-023000 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
40. *Leslie B. Johnson, Fairfax County Zoning Administrator v. David J. Moore, Jr., and Sterling E. Moore*, Case No. GV13-022462 (Fx. Co. Gen. Dist. Ct.) (Mason District)
41. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. David J. Moore, Jr., and Sterling E. Moore*, Case No. GV13-022463 (Fx. Co. Gen. Dist. Ct.) (Mason District)
42. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Harry F. Kendall, III, and Laura P. Kendall*, Case No. GV13-024608 (Fx. Co. Gen. Dist. Ct.) (Braddock District)
43. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Robert T. Hancasky and Marianne L. Hancasky*, Case No. GV13-024607 (Fx. Co. Gen. Dist. Ct.) (Lee District)

44. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Yang S. Gillis, Case Nos. GV13-025047 and GV13-025046 (Fx. Co. Gen. Dist. Ct.) (Lee District)*
45. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edson J. Barbosa and Michele P. Meloni-Barbosa, Case No. GV13-025143 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
46. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Myla M. Archer, Case No. GV13-025142 (Fx. Co. Gen. Dist. Ct.) (Mt. Vernon District)*
47. *Leslie B. Johnson, Fairfax County Zoning Administrator v. William Garcia and Flor Garcia, Case No. GV13-025141 (Fx. Co. Gen. Dist. Ct.) (Mason District)*
48. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tam Thanh Tran and Andrew Tran, Case No. GV13-025272 (Fx. Co. Gen. Dist. Ct.) (Braddock District)*
49. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Edwin H. Funk, Jr., Case No. GV13-025173 (Fx. Co. Gen. Dist. Ct.) (Lee District)*

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3:30 p.m.

Public Hearing on RZ 2013-LE-008 (Penn-Daw Associates Limited Partnership) to Rezone from R-4, C-8, CRD and HC to PDH-40, CRD and HC to Permit Mixed Use Development of 42.2 du/ac and Overall Floor Area Ratio (Including Bonus Density for WDU and ADUs) of 1.36, Waiver of Open Space Requirements and Approval of the Conceptual Development Plans, Located on Approximately 10.45 Acres of Land (Lee District)

This property is located in the South West quadrant of the intersection of Kings Highway and Poag Street. Tax Map 83-3 ((1)) 7.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, November 21, 2013, the Planning Commission voted 9-0-1 (Commissioner Lawrence not present for the vote; Commission Hall absent from the meeting; and Commissioner Flanagan abstained) to recommend that the Board of Supervisors approve RZ 2013-LE-008 and the associated CDP, subject to the execution of proffers consistent with those dated November 21, 2013.

In related actions the Planning Commission voted unanimously (Commission Lawrence not present for the vote and Commissioner Hall absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Modification of Section 13-303 and 13-304 of the Zoning Ordinance for the transitional screening planting materials and barrier requirement along the northeastern property line; waiver of the transitional screening requirement along the southeastern property line; modification of the transitional screening requirement along the northwest property line; waiver of the transitional screening requirement between the multi-family and single family attached uses; and waiver of the transitional screening requirement between multi-family and retail uses; pursuant to Section 13-305 of the Zoning Ordinance to that shown on the CDP/FDP;
- Waiver of Section 13-202 of the Zoning Ordinance for dispersing of the interior parking landscaping for the surface parking lot area and landscaping on the top level of the parking structure;
- Modification of the Countywide Trails Plan along North Kings Highway to permit six foot wide sidewalks as shown on the CDP/FDP;
- Waiver of Section 2-505 of the Zoning Ordinance on use limitation on corner lots for a corner of a building; and
- Waiver of Section 17-201 of the Zoning Ordinance and Section 7-0104.1 of the Public Facilities Manual for a service drive.

Board Agenda Item  
December 3, 2013

In a related action, the Planning Commission voted unanimously (Commission Lawrence not present for the vote and Commissioner Hall absent from the meeting) to approve FDP 2013-LE-008, subject to the Board's approval of RZ 2013-LE-008 and the Conceptual Development Plan.

ENCLOSED DOCUMENTS:

Attachment: Planning Commission verbatim

Staff Report previously furnished and available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4433830.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)

Mary Ann Tsai, Planner, DPZ

Planning Commission Meeting  
November 21, 2013  
Verbatim Excerpt

RZ/FDP 2013-LE-008 – PENN-DAW ASSOCIATES LIMITED PARTNERSHIP

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. As we heard, quite a bit tonight, this application will bring a true mixed use to the Penn-Daw CBC and it will help – this project will help keep the revitalization of Penn-Daw on track and hopefully add a much needed grocery store for community members on this side of Route 1. I will briefly go over the items with Mr. Looney to verify that these will indeed become part of the proffer package as we send this up to the Board. The first item is, Mr. Looney, the commitment from the applicant to not allow any accessory use such as dance floor/karaoke. Is that correct?

Mark Looney, Esquire, Attorney/Agent, Cooley, LLP: Yes, sir, we will add a proffer to that effect.

Commissioner Migliaccio: The commitment regarding the Poag/Shaffer connection – that you commit that you are in support of what is in the Comprehensive Plan, as is there is no connection and there will be not – will not be a connection in the future.

Mr. Looney: We will add a proffer that says that, as far as we're concerned, there will not be a connection in the future.

Commissioner Migliaccio: Okay, thank you. Number three, on the tot lot issue, you will change the proffer to at least a minimum of two items in the tot lot, if not more.

Mr. Looney: Correct.

Commissioner Migliaccio: Thank you. You will have a commitment to electrical vehicle charging.

Mr. Looney: We will certainly look at it. Yes sir. – Yes, sir.

Commissioner Migliaccio: Look at or commit? Because we're talking about two or three spaces in a 736-space garage.

Mr. Looney: We have not evaluated it yet, but if – we haven't evaluated it yet and so I can't say for certain exactly what we will do. It could be that we provide a conduit; it could be we provide the spaces there;but we will add a proffer to address the electric vehicle charging stations to the proffers between now and the Board. I just can't speak to exactly what it will say.

Commissioner Migliaccio: Okay. And a proffer regarding that the retail and the HOA for the multi-family housing and townhomes – we'll work out some agreement regarding the spaces that is being used in the garage for overflow parking.

Mr. Looney: We will add a proffer that addresses management of the retail and extra parking spaces for the townhomes. y Yes, sir.

Commissioner Migliaccio: And a commitment regarding the fence that will be along the Kings Garden side – a commitment that it's not going to be cinderblock or chain link fence – that we'll come up with some type of options that will not include those two; that we'll – perhaps, we can make certain that the – we can include the Supervisor's Office in that one to make certain that they're satisfied with the type of material that's being used.

Mr. Looney: Correct.

Commissioner Migliaccio: And lastly, the minimum on the ADU.

Mr. Looney: We will address a proffer looking at the percentage of ADUs that are committed to the project. y Yes, sir.

Commissioner Migliaccio: Okay. That is what I have and I believe we just – we just talked about the fence.

Chairman Murphy: Okay.

Commissioner Migliaccio: Thank you, Commissioner Hurley. The grocery store proffer, but that will be worked out between the applicant and the Supervisor in greater detail. That's the one loose end I'm leaving as we move it forward tonight. With all that being said, Mr. Chairman, once I find my motions, I have a few to make. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2013-LE-008 AND THE ASSOCIATED CDP, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED November 7<sup>th</sup> – NOVEMBER 21<sup>ST</sup>, 2013 – is it 7<sup>th</sup> or 21<sup>st</sup>?

Commissioner Sargeant: 21<sup>st</sup>.

Commissioner Migliaccio: 21<sup>st</sup>, 2013.

Commissioner Sargeant: Second.

Chairman Murphy: You want to say to include the agreements made by the applicant?

Commissioner Migliaccio: Thank you, Mr. Chairman – TO INCLUDE THE PREVIOUSLY AGREED-UPON ADDITIONS TO THE PROFFER.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2013-LE-008, subject to the proffers as stated in the staff report and also the agreements made by the applicant this evening on the record, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Flanagan: This time, I want to abstain, Mr. Chairman.

Chairman Murphy: Mr. Flanagan abstains.

Commissioner Migliaccio: Okay, thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2013-LE-008, SUBJECT TO THE PROPOSED FINAL DEVELOPMENT PLAN CONDITIONS DATED NOVEMBER 7<sup>TH</sup>, 2013, AND THE BOARD OF SUPERVISORS' APPROVAL OF RZ 2013-LE-008.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion? All those in favor of the motion to approve the FDP 2013-LE-008, subject to the Board's approval of the rezoning with the stated proffers and those we agreed to tonight, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Migliaccio: And finally, Mr. Chairman, I'm going to combine all of the waivers and modifications into one motion. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF THE FIVE WAIVERS AND MODIFICATIONS AS STATED IN THE HANDOUT DATED NOVEMBER 14<sup>TH</sup>, 2013.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries; same abstention, I presume-

//

(The first motion carried by a vote of 9-0-1. Commissioner Flanagan abstained. Commissioner Lawrence was not present for the vote. Commissioner Hall was absent from the meeting.)

(The second and third motions carried by a vote of 10-0. Commissioner Lawrence was not present for the vote. Commissioner Hall was absent from the meeting.)

JLC

Board Agenda Item  
December 3, 2013

3:30 p.m.

Public Hearing on RZ 2013-SU-010 (Christopher Land, L.L.C.) to Rezone from R-1 and WS to PDH-2 and WS to Permit Residential Development with an Overall Density of 1.89 du/ac and Approval of the Conceptual Development Plans, Located on Approximately 3.7 Acres of Land (Sully District)

The Planning Commission public hearing was deferred to December 8, 2013; the Board public hearing is to be deferred to a later date.

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Board Agenda Item  
December 3, 2013

3:30 p.m.

Public Hearing on RZ 2009-PR-022 (James M. Hollingsworth) to Rezone from R-1 to R-4 to Permit 3 Single-Family Detached Dwellings at a Density of 2.07 Dwelling Units per Acre, Located on Approximately 1.45 Acres of Land (Providence District)

This property is located on the West side of Cedar Lane, approximately 150 feet North of its intersection with Willowmere Drive. Tax Map 49-1 ((4)) 16A.

PLANNING COMMISSION RECOMMENDATION:

On Wednesday, October 30, 2013, the Planning Commission voted (Commissioner Sargeant abstained from the vote) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2009-PR-022, subject to proffers dated October 30, 2013, with editorial corrections.
- Approval of a modification of the Comprehensive Plan Trail Requirement to allow an eight-foot-wide trail.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4391133.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
William Mayland, Planner, DPZ

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Planning Commission Meeting  
October 30, 2013  
Verbatim Excerpt

RZ 2009-PR-022 – JAMES HOLLINGSWORTH

Decision Only during Commission Matters

Commissioner Lawrence: We have had for some time a deferral, -PR-022 [*sic*], under the name of James Hollingsworth. They have been working on the material that needed to be done to the proffers. You may recall that at the public hearing most of the issues we had were proffer related. There was one concerning the location of a line indicating the limits of clearing and grading close to a tree that was on the border of the site with the next site north. We've looked at that and UFM worked with the applicant on locating that line so as to be the best fit. So there is no change in plans because UFM has put their stamp of approval on it. As to proffers, we were able to get in what was needed so that the impact on the neighbors is now, for the residential development criteria all safe. The question of the trail is a cost item for anybody who's going to buy a house there. And that's just going to be part of it. It will be shown to perspective buyers. There will also be a public access easement for the trail. So we think we have gotten the thing to the point where we can send it forward to the Board. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2009-PR-022, SUBJECT TO PROFFERS CONSISTENT WITH THOSE DATED OCTOBER 30<sup>TH</sup>, 2013, WITH EDITORIAL CORRECTIONS BY THE TIME A BOARD DATE IS REACHED. I ALSO MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF A MODIFICATION OF THE COMPREHENSIVE PLAN TRAIL REQUIREMENT TO ALLOW AN EIGHT-FOOT-WIDE TRAIL.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan.

Commissioner Flanagan: Right.

Chairman Murphy: Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2009-PR-022 and a waiver of the modification of the Comprehensive Plan trail requirement to allow an eight-foot-wide trail, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Sargeant: Mr. Chairman, I will abstain; not present for the public hearing.

Planning Commission Meeting  
October 30, 2013  
RZ 2009-PR-022

Chairman Murphy: Mr. Sargeant abstains.

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(The motion carried by a vote of 11-0-1. Commissioner Sargeant abstained from the vote.)

Board Agenda Item  
December 3, 2013

3:30 p.m.

Public Hearing on SE 2013-LE-005 (Franconia Square, LLC) to Permit a Service Station, Located on Approximately 32,088 Square Feet of Land Zoned C-5 and HC (Lee District)

This property is located at 6136 Franconia Road, Alexandria, 22310. Tax Map 81-3 ((4)) 4A.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, October 24, 2013, the Planning Commission voted unanimously (Commissioners Lawrence, Litzenberger, and Murphy absent from the meeting.) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2013-LE-005, subject to the proposed development conditions October 24, 2013, and to strike out Development Condition Number 6, which prohibits outdoor storage containers or trailers, and adding the two conditions that are listed in the handout, in addition to the condition regarding the building permit.
- Approval of a modification of the countywide trails plan for a major paved trail along Franconia Road in favor of the existing five-foot wide concrete sidewalk;
- Approval of a modification of Section 13-303 of the Zoning Ordinance for the transitional screening requirement along the northern property line to that shown on the Special Exception plat;
- Approval of a waiver of Section 13-203 of the Zoning Ordinance for peripheral parking lot landscaping along Franconia Road and Valley View Drive.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4431104.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Megan Duca, Planner, DPZ

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Planning Commission Meeting  
October 24, 2013  
Verbatim Excerpt

SE 2013-LE-005 – FRANCONIA SQUARE, LLC

After Close of the Public Hearing

Vice Chairman de la Fe: The public hearing is closed; Commissioner Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. As we just heard, this is a fairly simple SE for a gas station to clean up a notice of violation. And hopefully this time they'll follow through with the SE because I don't think we want to come back again – letting an SE lapse – and then come back with another notice of violation because I think the restrictions will be much greater next time. That being said, staff has handed out a new set of development conditions dated October 24<sup>th</sup>, in which there are two new conditions in addition to striking out Development Condition Number 6. The two new conditions – one, should reduce noise levels with impact guns in the back service bay that they just developed – or they're trying to make legal. Facing the residential, they're going to use quiet – quiet gun impact guns. There is a development condition speaking to that. And inside the two storage containers that they're keeping on-site, they're going to be able to put another level of comfort for the community to make certain that none of the spills can get to the ground immediately. They will have something else that will capture that. So with all of that being said, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF SE 2013-LE-005, SUBJECT TO THE PROPOSED DEVELOPMENT CONDITIONS NOW DATED OCTOBER 24<sup>TH</sup>, 2013, AND TO STRIKE OUT DEVELOPMENT CONDITION NUMBER 6, WHICH PROHIBITS OUTDOOR STORAGE CONTAINERS OR TRAILERS, AND ADDING THE TWO CONDITIONS THAT ARE LISTED IN THE HANDOUT, IN ADDITION TO THE CONDITION THAT COMMISSIONER HART NOTED TONIGHT REGARDING THE BUILDING PERMIT.

Commissioner Sargeant: Second.

Vice Chairman de la Fe: It has been seconded by Commissioner Sargeant. Any discussion? Hearing and seeing none, all those in favor please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries.

Commissioner Migliaccio: Mr. Chairman, I have a few waivers on this.

Vice Chairman de la Fe: Yes.

Commissioner Migliaccio: Thank you. I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE FOLLOWING THREE WAIVERS AND MODIFICATIONS:

Planning Commission Meeting  
October 24, 2013  
SE 2013-LE-005

Page 2

- ONE, MODIFICATION OF THE COUNTYWIDE TRAILS PLAN FOR A MAJOR PAVED TRAIL ALONG FRANCONIA ROAD IN FAVOR OF THE EXISTING FIVE-FOOT WIDE CONCRETE SIDEWALK;
- TWO, MODIFICATION OF SECTION 13-303 OF THE ZONING ORDINANCE FOR THE TRANSITIONAL SCREENING REQUIREMENT ALONG THE NORTHERN PROPERTY LINE TO THAT SHOWN ON THE SPECIAL EXCEPTION PLAT; AND
- THIRD, WAIVER OF SECTION 13-203 OF THE ZONING ORDINANCE FOR PERIPHERAL PARKING LOT LANDSCAPING ALONG FRANCONIA ROAD AND VALLEY VIEW DRIVE.

Commissioner Sargeant: Second.

Vice Chairman de la Fe: It has been moved and seconded by Commissioner Sargeant. Any discussion? All those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? Motion carries.

Commissioner Migliaccio: Thank you, Mr. Chairman. I would like to thank Mary Ann Tsai on staff for working with this one and working with the community on this. Thank you.

//

(Each motion carried by a vote of 9-0. Commissioners Lawrence, Litzenberger, and Murphy were absent from the meeting.)

JLC

Board Agenda Item  
December 3, 2013

3:30 p.m.

Public Hearing on SE 2013-MA-007 (South Baylo University) to Permit a College/University,  
Located on Approximately 2.44 Acres of Land Zoned C-2 HC and SC (Mason District)

This property is located at 7535 Little River Turnpike, Annandale, 22003. Tax Map 71-1 ((42)) 310E; 71-1 ((42)) 325A, 325B, 325C and common areas associated with 7535 Little River Turnpike.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, October 24, 2013, the Planning Commission voted unanimously (Commissioners Lawrence, Litzenberger, and Murphy absent from the meeting.) to recommend the following actions to the Board of Supervisors:

- Approval of SE 2013-MA-007, subject to the Development Conditions dated October 23, 2013.
- Approval of the modification of the transitional screening requirements along the eastern and southern boundaries, in favor of the existing vegetation.
- Approval of the modification of the barrier requirements along the northern, eastern, and southern boundaries in favor of the existing barriers and vegetation.

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4433925.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
Joe Gorney, Planner, DPZ

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Planning Commission Meeting  
October 24, 2013  
Verbatim Excerpt

SE 2013-MA-007 – SOUTH BAYLO UNIVERSITY

After Close of the Public Hearing

Vice Chairman de la Fe: Close the public hearing and, Ms. Hall.

Commissioner Hall: Thank you, Mr. Chairman. This is a very straightforward application. There are no land use issues. It is a use in an existing commercial building. They'll be using up to four units to do a school of acupuncture, which I think is kind of exciting, and has the support of the Mason District Land Use Committee, as well as Annandale Revitalization. With that, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF SE 2013-MA-007, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED OCTOBER 23<sup>RD</sup>, 2013.

Commissioner Hart: Second.

Vice Chairman de la Fe: Been moved and seconded by Mr. Hart. Any discussion? Hearing and seeing none, all those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: All opposed? The motion carries. Thank you very much.

Commissioner Hall: Don't go away so quick.

Vice Chairman de la Fe: Oh, you have –

Commissioner Hall: We've got two more. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE MODIFICATION OF THE TRANSITIONAL SCREENING REQUIREMENTS ALONG THE EASTERN AND SOUTHERN BOUNDARIES, IN FAVOR OF THE EXISTING VEGETATION. I ADDITIONALLY RECOMMEND APPROVAL OF THE MODIFICATION OF THE BARRIER REQUIREMENTS ALONG THE NORTHERN, EASTERN, AND SOUTHERN BOUNDARIES IN FAVOR OF THE EXISTING BARRIERS AND VEGETATION.

Commissioner Hart: Second.

Vice Chairman de la Fe: Seconded by Mr. Hart. Is there any discussion? All those in favor, please signify by saying aye.

Commissioners: Aye.

Vice Chairman de la Fe: Opposed? The motion carries. Is that it, Ms. Hall?

Planning Commission Meeting  
October 24, 2013  
SE 2013-MA-007

Page 2

Commissioner Hall: You know what? That's just perfect. Thank you.

Vice Chairman de la Fe: Okay, thank you very much.

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(Each motion carried by a vote of 9-0. Commissioners Lawrence, Litzenberger, and Murphy were absent from the meeting.)

JLC

Board Agenda Item  
December 3, 2013

4:00 p.m.

Decision Only on RZ 2013-MV-001 (A&R Huntington Metro LLC) to Rezone from C-5 to PRM to Permit Mixed Use Development with an Overall Floor Area Ratio of 2.96, Approval of the Conceptual Development Plans, Waiver of Minimum District Size and Waiver #25678-WPFM-001-1 to Permit the Location of Underground Storm Water Management Facilities in a Residential Area, Located on Approximately 1.04 Acres of Land (Mount Vernon District)

This property is located at 2338, 2340, 2342 and 2344 Glendale Terrace and 2317 Huntington Avenue, Alexandria, 22303. Tax Map 83-1 ((8)) 92A, 92B, 93A, 93B and 94A.

The Board of Supervisors' public hearing was held on November 19, 2013; decision only was deferred to December 3, 2013.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, November 14, 2013, the Planning Commission voted (Commissioners Hart, Migliaccio, and Murphy abstained. Commissioners Donahue, Hall, Hedetniemi, Lawrence, and Litzenberger were absent from the meeting) to recommend the following:

- Approval of RZ 2013-MV-001 and the associated Conceptual Development Plan, subject to the proffers dated November 14, 2013.
- Approval of waivers and modification listed in the staff report with the exception of the loading space modification.
- Waiver of Section 6-1307-2E in the PFM for the minimum setbacks of bioretention filter basins from building foundations and property lines and a waiver of Section 7-0802-2 of the PFM for parking geometric standards to allow projections of the structural columns within the parking structures into the required parking stall area.
- Modification of Section 11-203 of the Zoning Ordinance for required loading spaces to permit the loading spaces depicted on the CDP/FDP.
- Direct the Director of DPWES to approve a deviation from the Tree Preservation Target, pursuant to Section 12-0508 of the Public Facilities Manual.

In a related action, the Planning Commission voted (Commissioners Hart, Migliaccio, and Murphy abstained. Commissioners Donahue, Hall, Hedetniemi, Lawrence, and Litzenberger were absent from the meeting) to recommend approval of Final Development Plan 2013-MV-001, subject to the development conditions dated October 10, 2013, and the Board's approval of RZ 2013-MV-001 and the associated Conceptual Development Plan.

Board Agenda Item  
December 3, 2013

ENCLOSED DOCUMENTS:

Attachment 1 – Planning Commission Verbatim

Staff Report previously furnished and available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4431522.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)

Megan Brady, Planner, DPZ

Planning Commission Meeting  
November 14, 2013  
Verbatim Excerpt

RZ/FDP 2013-MV-001 – A&R HUNTINGTON METRO, LLC

Decision Only During Commission Matters  
(Public Hearing held on October 24, 2013)

Commissioner Flanagan: Yes, thank you, Mr. Chairman. This evening, we have on the agenda a decision only on RZ/FDP 2013-MV-001, A&R Huntington Metro, LLC. Before – before I move on this, and I do intend to move on this this evening, I would like to just go back and clarify what has happened since the public hearing, which was held on October 24. And at that public hearing, there was – we had not received any comments from the community – the Huntington Community Association with regard to how they regard the project, which is in the heart of their neighborhood, or from the Redevelopment Housing Authority, which supervises the Huntington Conservation Area. And so I deferred – the Commission deferred that – the decision until November 4 [sic], which was two weeks, in order to give those two organizations an opportunity to submit their written comments. In the meantime, the Huntington Community Association did file their comments on November 4<sup>th</sup>, three days before the scheduled decision on November 7<sup>th</sup> and I'm distributing that letter tonight because on November 7, I deferred again until November 14<sup>th</sup>, tonight, in order to give the Redevelopment Housing Authority additional time to provide comments. Those have not been forthcoming and so I am prepared to move ahead on this application since I do not – the only reason these deferrals are necessary is because this application didn't get to the Housing Authority on January the 18<sup>th</sup> when it was supposed to – should have been transmitted to them. And after that time – that amount of time, I would fully have had expected that RHA's comments would have been completed by tonight. And so I'm going to be moving ahead with the motion on this because I don't think that the bureaucracy should be the cause of holding the applicant hostage until next year. The – if – it doesn't appear from a memo that you received from RHA that they will not be able to get comments to us until the – until the – after the 12<sup>th</sup> of December. We do not have any meetings scheduled after that and so it would be deferred into 2014 and at some peril to the viability of the project. So consequently, I don't think there's probably – from what I've heard in the comments that RHA was going to make or that they have – they've already done the review – I don't think it would add much to the difference to what we're hearing from the housing – the Huntington Community Association in the letter which you have tonight. With that in mind, I would like though to review also some of the features of this application and if I could have the applicant come to the lectern, I would like to review some things with him because since the public hearing on October 24, they have made changes to the proffers – taking into consideration many of the comments that you Commissioners raised at the public hearing. And those particularly related to – to parking and to the guest parking, to deliveries, and that sort of thing – and we have in the process – in the intervening time – stumbled across the fact that they will have additional time to make their findings known. And so I'm asking Mr. Looney – if he, tonight, will answer some questions about some of those items. First of all –

Chairman Murphy: Hold – we're on verbatim now, I believe. Are we?

Commissioner Flanagan: Are we? No, I don't think we are until I move.

Commissioner de la Fe: No.

Chairman Murphy: No, you started calling the case so we're on verbatim.

Commissioner Flanagan: We are on verbatim? Okay, well –

Commissioner de la Fe: Make it quick.

Commissioner Flanagan: Anyway, you are aware of the fact that they're in the – could you give us the basis, basically, of the housing community or the – community association comments that's in their letter.

Mark Looney, Esquire, Cooley LLP: As to their comments?

Commissioner Flanagan: Yes, I think that they have – they stated in here that they find that the application satisfies the amendments to the conservation plan for this site.

Mr. Looney: Obviously, Mr. Flanagan – for the record, Mark Looney with Cooley on behalf of the applicant – obviously, the Huntington Community Association letter speaks for itself in terms of their view that the project meets the intent of the Conservation Plan. I don't know that I really have much to add to that beyond what their – what their letter already provides, as long as it has been entered into the record.

Commissioner Flanagan: And basically, that is that the – it – there are five points, I believe, in the Conservation Plan and they are satisfied that it meets all of those requirements.

Mr. Looney: Yes sir, that's my understanding.

Commissioner Flanagan: Fine. Thank you so much.

Chairman Murphy: Go ahead.

Commissioner Flanagan: Okay, with that then, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF RZ 2013-MV-001 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED NOVEMBER 14, 2013.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? Mr. Migliaccio.

Commissioner Migliaccio: Thank you, Mr. Chairman. I'll be very brief since we are on verbatim. Simply put, I cannot support this application in its current form. Staff did a good – excuse me – staff did a good job of listing the outstanding issues of this application, many stemming from the lack of land consolidation. Out of a recognition of the difficulty and jump-starting projects near the Huntington Metro, I will abstain rather than vote no. Thank you.

Chairman Murphy: Is there further discussion?

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Yes, Mr. Hart.

Commissioner Hart: Thank you. This is a difficult case and I think it involves some countywide principles. I would have been more comfortable with a deferral to wait to see what the Redevelopment Housing Authority had to say. And I think from reading the resolution from 1976, I feel like – even though there's some sort of rush to get this done before the end of the year now – that that was what the Board had intended in the 70s. There is some good things about the application and I think that we want to encourage redevelopment in Huntington. Staff is still recommending denial and I agree with Commissioner Migliaccio's observations about staff's reasons. We, I think, have an obligation to the Board to point things out when maybe we don't agree with them and I think on this one where we've got a mixed use with retail with zero parking, that may have countywide implications. There's a lot of waivers on this case. Commissioner de la Fe has pointed out in the past the problems with applications with so many waivers and I think part of that is stemming from the fact that there really wasn't consolidation. This is such a small site and these things don't fit. The retail with zero parking is not going to work. The waiver of the loading space is making that worse. And I think in a neighborhood with an existing residential parking district with restricted parking, all of those things coming together are going to make this very, very challenging for the residents and the tenants in the retail space. There are good things in the application. I think the applicant has tried since the public hearing with some of the changes in the proffers to address some of these concerns. But in the final analysis, I think staff is still right. So I won't be supporting the application. Thank you.

Chairman Murphy: Further discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve RZ 2013-MV-001, say aye.

Commissioners: Opposed?

Commissioners Hart and Migliaccio: Abstain.

Chairman Murphy: Okay, motion carries. Mr. Migliaccio, Mr. Hart, and the Chair abstains. The Chair was not present for the public hearing. The motion carries.

Commissioner Flanagan: I also have another motion – a follow-on motion here.

Chairman Murphy: Go ahead.

Commissioner Flanagan: I MOVE THAT THE PLANNING COMMISSION APPROVE FINAL DEVELOPMENT PLAN 2013-MV-001, SUBJECT TO THE DEVELOPMENT CONDITIONS DATED OCTOBER 10, 2013, AND THE BOARD'S APPROVAL OF RZ 2013-MV-001 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion? All those in favor of the motion to approve FDP 2013-MV-001, subject to the Boards approval of the Rezoning and Conceptual Development Plan, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioners Hart and Migliaccio: Abstain.

Chairman Murphy: Motion carries, same abstentions.

Commissioner Flanagan: I have a third motion to move that the Planning Commission recommend to the Board of Supervisors approval of the following waivers and modifications – and those are listed in the staff report. And if you don't I will read all of those and include them in a single motion if that's without –

Chairman Murphy: Be my guest.

Commissioner Flanagan: -objection.

Commissioner Hart: Mr. Chairman?

Chairman Murphy: Could we pull out the loading space waiver and vote on that one separate?

Commissioner Flanagan: Which one?

Commissioner Hart: The loading space waiver.

Commissioner Flanagan: Loading space?

Commissioner de la Fe: It's the last bullet.

Cathy Lewis, Zoning Evaluation Division, Department of Planning and Zoning: Mr. Flanagan, it's the first one on the second page of your motions.

Commissioner Flanagan: The loading space?

Ms. Lewis: Right.

Commissioner Flanagan: My first waiver is underground facilities.

Chairman Murphy: The second page – it's the first one on the second page.

Ms. Lewis: The second page – the first one on the second page.

Commissioner Flanagan: Okay. All right, THE MOTION THEN WOULD BE TO ADOPT ALL OF THOSE THAT ARE IN THE STAFF REPORT, WITH THE EXCEPTION OF THAT ONE ON LOADING SPACE.

Chairman Murphy: Is there a second?

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of the motion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioners Hart and Migliaccio: Abstain.

Chairman Murphy: Same abstentions.

Commissioner Flanagan: Very good. And I WOULD ALSO LIKE TO MOVE TWO MORE WAIVERS THAT HAVE BEEN REQUESTED BY THE APPLICANT, WHICH ARE A WAIVER OF SECTION 6-1307-2E AND (*sic*) THE PFM FOR THE MINIMUM SETBACKS OF BIORETENTION FILTER BASINS FROM BUILDING FOUNDATIONS AND PROPERTY LINES AND A WAIVER OF SECTION 7-0802-2 OF THE PFM FOR PARKING GEOMETRIC STANDARDS TO ALLOW PROJECTIONS OF THE STRUCTURAL COLUMNS WITHIN THE PARKING STRUCTURES INTO THE REQUIRED PARKING STALL AREA.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstentions.

Commissioner de la Fe: We still have to vote on the loading.

Commissioner Flanagan: Yes. And finally, I would like to move – of the waivers, I WOULD LIKE TO MOVE THE MODIFICATION OF SECTION 11-203 OF THE ZONING ORDINANCE FOR REQUIRED LOADING SPACES TO PERMIT THE LOADING SPACES DEPICTED ON THE CDP/FDP.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant, is there a discussion of that motion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed?

Commissioner Hart: Nay.

Commissioner Migliaccio: Abstain.

Chairman Murphy: Motion carries. Mr. Hart votes no. Mr. Migliaccio and Mr. Murphy abstain.

Commissioner Flanagan: Then my last and final motion is to MOVE THAT THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO APPROVE A DEVIATION FROM THE TREE PRESERVATION TARGET, PURSUANT TO SECTION 12-0508 OF THE PUBLIC FACILITIES MANUAL.

Commissioner Sargeant: Second.

Chairman Murphy: Seconded by Mr. Sargeant. Is there a discussion of that motion? All those in favor, say aye.

Commissioner Sargeant: Aye.

Chairman Murphy: You've got to do better than that.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries, same abstentions.

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(The first four motions carried by a vote of 4-0-3. Commissioners Hart, Migliaccio, and Murphy abstained. Commissioners Donahue, Hall, Hedetniemi, Lawrence, and Litzenberger were absent from the meeting.)

(The fifth motion carried by a vote of 4-1-2. Commissioner Hart voted in opposition. Commissioners Migliaccio and Murphy abstained. Commissioners Donahue, Hall, Hedetniemi, Lawrence, and Litzenberger were absent from the meeting.)

(The sixth motion carried by a vote of 4-0-3. Commissioners Hart, Migliaccio, and Murphy abstained. Commissioners Donahue, Hall, Hedetniemi, Lawrence, and Litzenberger were absent from the meeting.)

JLC

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Board Agenda Item  
December 3, 2013

4:00 p.m.

Public Hearing on RZ 2012-DR-016 (Dulles Rockhill Partners, LP and Nuggett Joint Venture, LC) to Rezone from PDC to PRM to Permit Residential Development with an Overall Floor Area Ratio of 2.23, Approval of Conceptual Development Plans and a Waiver # 6848-WPFM-004-1 to Permit the Location of Underground Storm Water Management Facilities in a Residential Area, Located on Approximately 4.78 Acres of Land (Dranesville District)

and

Public Hearing on PCA C-698-3 (Nugget Joint Venture, LC) to Amend the Proffers for RZ C-698 Previously Approved for Hotel and Service Uses to Delete 22,271 Square Feet and Include in Concurrent RZ 2012-DR-016 Application, Located on Approximately 11.65 Acres of Land Zoned PDC (Dranesville District)

and

Public Hearing on PCA C-696-9 (Dulles Rockhill Partners, LP) to Amend the Proffers for RZ C-696 Previously Approved for Mixed Use Development to Delete 4.27 Acres and Include in Concurrent RZ 2012-DR-016 Application, Located on 4.27 Acres of Land Zoned PDC (Dranesville District)

RZ 2012-DR-016 is located North of Sayward Boulevard and West of Dulles Station Boulevard. Tax Map 15-2 ((1)) 13 pt. and 15-4 ((5)) 5A.

and

PCA C-698-3 is located to the South and East of Sunrise Valley Drive. Tax Map 15-2 ((1)) 13. and

PCA C-696-9 is located North of Sayward Boulevard and West of Dulles Station Boulevard. Tax Map 15-4 ((5)) 5A.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, November 21, 2013, the Planning Commission unanimously voted (Commissioner Hart had recused himself; Commissioner Lawrence was not present for the vote; and Commissioner Hall was absent from the meeting) to recommend the following actions to the Board of Supervisors:

- Approval of RZ 2012-DR-016 and the associated Conceptual Development Plan, subject to the execution of proffers consistent with those dated November 19, 2013;
- Approval of PCA C696-9;

Board Agenda Item  
December 3, 2013

- Approval of PCA C-698-3;
- Modification of the loading requirement in favor of the loading spaces depicted on the CDP/FDP;
- Modification of the use limitations on corner lots in Section 2-505 of the Zoning Ordinance to permit the proposed building, landscaping, and sign locations within the Zoning Ordinance sight triangles formed by the streets along the corner lot, as shown on the CDP/FDP and as proffered;
- Waiver of the Board of Supervisors' policy to permit the location of the underground stormwater management facilities in a residential area (PFM Section 6-0303.8), subject to waiver number 6848-WPFM 004-1, dated September 26, 2013; and
- Direct the Director of DPWES to permit a deviation from the tree preservation target percentage in favor of the proposed landscaping shown on the CDP/FDP and as proffered.

In a related action, the Planning Commission voted unanimously (Commissioner Hart had recused himself; Commissioner Lawrence was not present for the vote; and Commissioner Hall was absent from the meeting) to approve FDP 2012-DR-016, subject to the Board's approval of RZ 2012-DR-016 subject to the Conceptual Development Plan.

ENCLOSED DOCUMENTS:

Attachment 1: Planning Commission verbatim  
Staff Report previously furnished and available online at:  
<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4433925.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)  
William O'Donnell, Planner, DPZ

Planning Commission Meeting  
November 21, 2013  
Verbatim Excerpt

RZ/FDP 2012-DR-016 – DULLES ROCKHILL PARTNERS, LP AND NUGGET JOINT VENTURES, LC  
PCA C-696-9 – DULLES ROCKHILL PARTNERS, LP  
PCA C-698-3 –NUGGET JOINT VENTURES, LC

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Donahue.

Commissioner Donahue: Thank you, Mr. Chairman. I to make one quick comment on retail and it expands on the comment that Mr. O'Donnell made. If you understand the geography of this area – and Mr. O'Donnell mentioned the Camden Summit situation of a year or two ago – what we did in that case was we allowed Camden Summit to go to residential for a certain number of years. It seems to me that they'll have to come back to us in 2025 to get that extended. And the reason we did it that way – and kind of in conformance with what Mr. Riegler has said – we do believe retail is going to work down there at some point in time. We believe that anybody who is willing to do retail is going to be rewarded, and we believe the collective retail that's going to convene here between Camden Summit, between this project and between potentially other projects is going to work very well, so we're very hopeful for retail. I think this is a great project. I'm not going to go into it too much because you're all asleep and you don't want to hear too much about this great project. But from the standpoint of transportation, from the standpoint of parks, from the standpoint of design, it really has followed closely upon the earlier application or the earlier – the earlier Plan that we moved upon and it fits into it very, very well. So with that, Mr. Chairman, if I can still find my motion, I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF RZ 2012-DR-016 AND THE ASSOCIATED CONCEPTUAL DEVELOPMENT PLAN, SUBJECT TO THE EXECUTION OF PROFFERS CONSISTENT WITH THOSE DATED NOVEMBER 19<sup>TH</sup>, 2013.

Commissioner de la Fe: Second

Chairman Murphy: Seconded by 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 approve RZ 2012-DR-016, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION APPROVE FDP 2012-DR-016, SUBJECT TO THE BOARD'S APPROVAL OF THE CONCURRENT REZONING APPLICATION.

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Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Discussion? All those in favor of the motion to approve FDP 2012-DR-016, subject to the Board's approval of the rezoning, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA C-696-9.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA C-698-3.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF THE TWO MODIFICATIONS ON THE MOTION DATED NOVEMBER 21<sup>ST</sup>, 2013.

William O'Donnell, Zoning Evaluation Division, Department of Planning and Zoning: Sorry Commissioner Donahue, the waivers weren't circulated, so if you wouldn't mind, please just read –

Commissioner Donahue: The modifications were not either?

Mr. O'Donnell: Yes, the modifications weren't – sorry.

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Commissioner Donahue: I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE LOADING REQUIREMENT IN FAVOR OF THE LOADING SPACES DEPICTED ON THE CDP/FDP.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you, Mr. Chairman. I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A MODIFICATION OF THE USE LIMITATIONS ON CORNER LOTS IN SECTION 2-505 OF THE ZONING ORDINANCE TO PERMIT THE PROPOSED BUILDING, LANDSCAPING, AND SIGN LOCATIONS WITHIN THE ZONING ORDINANCE SIGHT TRIANGLES FORMED BY THE STREETS ALONG THE CORNER LOT, AS SHOWN ON THE CDP/FDP AND AS PROFFERED.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Thank you. And finally, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION RECOMMEND APPROVAL OF A WAIVER OF THE BOARD OF SUPERVISORS' POLICY TO PERMIT THE LOCATION OF THE UNDERGROUND STORMWATER MANAGEMENT FACILITIES IN A RESIDENTIAL AREA (PFM SECTION 6-0303.8), SUBJECT TO WAIVER NUMBER 6848-WPFM 004-1 CONDITIONS, DATED SEPTEMBER 26<sup>TH</sup>, 2013.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Discussion? All those in favor, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Donahue: Now you know I didn't want to read that.

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Chairman Murphy: One more – wait a minute, hold on. There's one more.

Mr. O'Donnell: I apologize.

Commissioner de la Fe: Mr. Donahue?

Chairman Murphy: There's one more.

Commissioner de la Fe: There's one more, isn't there?

Mr. O'Donnell: Is there one more?

Commissioner Donahue: No, I thought I –

Chairman Murphy: Tree preservation?

Commissioner de la Fe: Deviation?

Mr. O'Donnell: There is. That's correct. And I apologize, Commissioner Donahue.

Chairman Murphy: See, we have them here.

Commissioner de la Fe: It's in there.

Mr. O'Donnell: Yes.

Chairman Murphy: It's not that we're that smart, it's just they're right in front of us.

Commissioner Donahue: Yes.

Kimberly Bassarab, Deputy Director, Planning Commission Office: It's in the staff report?

Commissioner de la Fe: Yes.

Chairman Murphy: Yes, it's the one with the blue cover.

Commissioner Flanagan: The last page – or last –

Commissioner Donahue: I never read this.

Mr. O'Donnell: I got it for you. Hold on one second.

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Commissioner de la Fe: You got it there. It's the one that says staff recommends – halfway through.

Mr. O'Donnell: I've got it.

Ms. Bassarab: No, he's got it.

Commissioner Donahue: Which one is it?

Chairman Murphy: We've all got it.

Ms. Bassarab: Everybody has it.

Commissioner de la Fe: We all got it.

Commissioner Donahue: It's the last one staff recommends. Which page? I – Mr. Chairman, I MOVE THE PLANNING COMMISSION –

Chairman Murphy: It's also back here –

Commissioner Litzenberger: – on our recommendations.

Commissioner Donahue: – RECOMMEND THE BOARD OF SUPERVISORS DIRECT THE DIRECTOR OF DPWES TO PERMIT A DEVIATION FROM THE TREE PRESERVATION TARGET PERCENTAGE IN FAVOR OF THE PROPOSED LANDSCAPING SHOWN ON THE CDP/FDP AND AS PROFFERED.

Commissioner de la Fe: Second.

Chairman Murphy: Seconded by Mr. de la Fe. Is there a discussion? All those in favor of the motion, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

//

(Each motion carried by a vote of 9-0. Commissioner Hart had recused himself. Commissioner Lawrence was not present for the vote. Commissioner Hall was absent from the meeting.)

JLC

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4:00 p.m.

Public Hearing on Proposed Plan Amendments ST09-III-DS1, S07-III-UP2 and S09-III-UP2, Located in the Vicinity of the Innovation Center Metrorail Station and the Dulles Toll Road and Centreville Road Intersection (Dranesville and Hunter Mill Districts)

ISSUE:

Plan Amendments (PA) ST09-III-DS1, S07-III-UP2 and S09-III-UP2 propose to amend Comprehensive Plan guidance for an approximately 700 acre area located in the vicinity of the the planned Innovation Center Metrorail Station. The subject property is currently planned for a mix of uses to include office, hotel, retail and residential use with intensity ranging from .50 to 1.0 FAR. There is an option for intensity up to 1.5 FAR within a quarter mile and 1.25 FAR within a half mile of the Metrorail Station. The amendment is to consider adding guidance for mixed-use transit-oriented development with intensity up to 3.0 FAR closest to the station.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, November 21, 2013, the Planning Commission voted unanimously (Commissioner Hall absent from the meeting) to recommend to the Board of Supervisors the adoption of Plan Amendments ST09-III-DS1, S07-III-UP2, and S09-III-UP2 with the following revisions:

- Revisions to page 6 of the staff recommendation related to Affordable and Workforce Housing that strike “a minimum of” so that the statement identifies that Non-Residential development in the TSA contribute \$3.00 per residential square foot; and add the statement “unless superseded by Board of Supervisors action on a Countywide policy”. Additionally, added to the same paragraph, “In addition educational as well as other institutional and governmental uses should not be included.”;
- Revision to page 8 of the staff recommendation related to Land Unit A-5 that adds the statement, “The extension of River Birch Road is a critical connection in this subunit. The road may be designed and configured differently from that shown on the Conceptual Street Network in Figure 17. Local road connections or inter-parcel access from this subunit to the surrounding road network or parcels should occur. This is illustrated by the local road connection, which can be configured differently, shown in Figure 17 for subunit A5.”;

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- Revision to page 11 of the staff recommendation related to Road Transportation Improvements to add “and maintain and improve pedestrian and bike crossing in proximity to or along Centerville Road.”;
- Revisions to pages 13 and 14 of the staff recommendation related to Road Transportation Improvements, Street Types as follows (new language is underlined):

“2. *Minor Arterials-Type B...*

5-6 feet for on-road bike lane per direction, as shown on bicycle facilities map

...

A target posted speed of 30-35 miles per hour is desirable.”

“3. *Collector Streets ...*

5-6 feet for on-road bike lane per direction, as shown on bicycle facilities map

...

A target posted speed of 30-35 miles per hour is desirable, with the lower end of the target speed for collectors where high pedestrian and bicycle traffic is expected to occur. In some cases 25 miles per hour may be desirable.”

“4. *Local Streets...*

A target posted speed of 25 miles per hour is desirable.”;

- Revisions to the map on page 15 of the staff recommendation related to the Dulles Suburban Center, Land Unit A, Bicycle Facilities that reflects changes to bicycle facility classifications to make them consistent with the Trails Plan and proposed Bicycle Master Plan;
- Revision to page 21 of the staff recommendation related to Environmental Stewardship, Noise Recommendations that strike “provide for evaluations of” and replace with “help staff evaluate the effectiveness of” noise mitigation measures; and
- Revision to Attachment II of staff recommendation related to UP4 – Greater Herndon Community Planning Sector to add the statement “Pedestrian and bicycle access across the Dulles Toll Road should be maintained and improved in proximity to or along Centerville Road.”

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**RECOMMENDATION:**

The County Executive recommends that the Board adopt the staff recommendation, as shown on the staff report, to add Plan guidance that encourages transit-oriented development on the vicinity of the Innovation Center Metrorail station.

**TIMING:**

Planning Commission public hearing – October 30, 2013

Planning Commission Decision - November 21, 2013

Board of Supervisors' public hearing – December 3, 2013

**BACKGROUND:**

On December 3, 2007, the Board of Supervisors authorized the Rocks Comprehensive Plan amendment S07-III-UP2 for parcels 15-2((1))13 and 15-4((5))5B. The Plan amendment was to consider appropriate transit-oriented development in coordination with the design of the south side of the Innovation Center Metrorail Station and associated transit facilities. On July 13, 2009 the Board of Supervisors expanded the area of study (ST09-III-DS1) to include all of Land Unit A in the Dulles Suburban Center, as well as a portion of Land Unit B east of Centerville Road that includes the Village Center at Dulles Shopping Center. As a part of the same motion, the commercial area north of the Dulles Toll Road and west of Elden Street was included for review (S09-III-UP2.)

The Department of Planning and Zoning conducted a planning study called the Route 28 Station-South Study and has worked with a group of stakeholders and property owners that were initially appointed by the Hunter Mill District Supervisor in the spring of 2010. As a result of redistricting, the area is now almost entirely in the Dranesville Supervisor District. After a hiatus pending the results of transportation analyses, the Dranesville District Supervisor reconvened an expanded Work Group in June of 2012. A record of the Work Group effort including presentations and meeting summaries can be viewed on the study webpage: [www.fairfaxcounty.gov/dpz/projects/route28.htm](http://www.fairfaxcounty.gov/dpz/projects/route28.htm)

**FISCAL IMPACT:**

None

**ENCLOSED DOCUMENTS:**

Attachment I: Planning Commission Verbatim

Staff Report (October 17, 2013) previously provided and available online at:

<http://www.fairfaxcounty.gov/dpz/comprehensiveplan/amendments/st09-iii-ds1ands07-iii-up2ands09-iii-up2.pdf>

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STAFF:

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Marianne R. Gardner, Director, Planning Division (PD), DPZ

Sterling Wheeler, Chief, Policy and Plan Development Branch, PD, DPZ

Clara Q. Johnson, Planner III, Policy and Plan Development Branch, PD, DPZ

Faheem Darab, Planner II, Policy and Plan Development Branch, PD, DPZ

Leonard Wolfenstein, Chief, Transportation Planning Section (TPS), Fairfax County  
Department of Transportation, (FCDOT)

Mike Garcia, Transportation Planner, TPS, FCDOT

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ST 09-III-DS1, S07-III-UP2, S09-III-UP2 – COMPREHENSIVE PLAN AMENDMENT  
(LAND UNIT A, ROCKS PARCEL, AND ELDEN STREET PARCEL)

Decision Only During Commission Matters  
(Public Hearing held on October 30, 2013)

Commissioner Donahue: Mr. Chairman, again, a few weeks ago, we had a public hearing on what amounts to three Plan amendments presented in one package. Again, I want to thank staff. I want to thank the development community. I want to thank the task force for an awfully fine job. I haven't been on – I haven't watched all that many task forces yet, but the work of this one really was good. And the integration of the work, and the agreement, and coming to a decision on many items – I vote staff and that task force is something I really would like to see happen more often because it went very well. You had some material – the Commission had some materials passed out this evening, which had to do with some changes that we're making to the text. With those changes, Mr. Chairman, I would like to make the following motion: three Plan Amendments were the subject of a planning study for the area around the planned Innovation Center Metrorail Station. These amendments add Plan guidance for a balanced mix of uses that are not integrated with the south side to the Innovation Center Metrorail Station. The new Plan focuses growth near the station and is consistent with the County's Transit-Oriented Development policies that were adopted in 2007. This guidance provides recommendations for creating a multi-modal transportation system, environmental stewardship, urban parks, and recreation and schools. Urban design guidance is included to emphasize the creation of a high-quality walkable environment. Mr. Chairman, I MOVE THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS THE ADOPTION OF THE STAFF RECOMMENDATIONS FOR PLAN AMENDMENTS ST09-III-DS1, S07-III-UP2, AND 209-III-UP2 [sic] FOUND ON ATTACHMENTS 1 AND 2 OF THE STAFF REPORT DATED OCTOBER 17<sup>TH</sup>, 2013, WITH SOME REVISIONS INTENDED TO CLARIFY THE INTENT OF THE RECOMMENDATIONS AND PROVIDE FOR ENHANCED INTER-PARCEL CONNECTIVITY. MY REVISION TO THE STAFF RECOMMENDATIONS MODIFY THE WORKFORCE HOUSING GUIDANCE TO EXCLUDE EDUCATIONAL, INSTITUTIONAL, AND GOVERNMENTAL USES FROM THE MONETARY CONTRIBUTION AND RECOGNIZE THAT THERE MAY BE CHANGES IN COUNTY POLICY REGARDING NON-ESSENTIAL [sic] CONTRIBUTIONS; MAKE THE BICYCLE RECOMMENDATIONS CONSISTENT with the trails – WITH THE TRAILS PLAN; AND CLARIFY THE INTENT OF THE NOISE RECOMMENDATIONS. OTHER CHANGES ADD FLEXIBILITY FOR ROAD CONFIGURATION IN LAND UNIT A-5 AND ENCOURAGE ENHANCED PEDESTRIAN CONNECTIVITY ACROSS THE DULLES TOLL ROAD. THESE REVISIONS ARE SHOWN IN MY HANDOUT DATED NOVEMBER 21<sup>ST</sup>, 2013. AND ONE MORE CHANGE: I WANT TO MAKE SURE EVERYONE NOTICES THAT NUMBER ONE IS THE DELETION OF THE WORD "MINIMUM."

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it adopt Plan Amendments ST09-III-DS1, S07-III-UP2, and S09-III-UP2, as articulated by Mr. Donahue, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much.

//

(The motion carried by a vote of 11-0. Commissioner Hall was absent from the meeting.)

JLC

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4:00 p.m.

Public Hearing on Amendment to the Code of the County of Fairfax, Chapter 5 (Offenses) to Add Article 6 (Excessive Sound Generation in Residential Areas and Dwellings)

ISSUE:

Public hearing to: (1) amend Chapter 5 by adding Article 6 regarding the regulation of excessive sound generation in residential areas and dwellings, and (2) amend Chapter 108 by repealing Article 5 regarding nuisance noise.

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed addition of Article 6 (Excessive Sound Generation in Residential Areas and Dwellings) to Chapter 5 (Offenses), and the proposed repeal of Article 5 (Nuisance Noise) to Chapter 108 (Noise).

TIMING:

Board of Supervisors authorized the advertisement of a public hearing on the proposed amendments on November 19, 2013; Board of Supervisors' public hearing is scheduled for December 3, 2013, at 4:00 p.m. If adopted, the provisions of the amendments will become effective immediately.

BACKGROUND:

Fairfax County has a longstanding policy that certain audible and discernible sounds are a serious hazard to the public health, welfare, peace and safety and adversely affect the quality of life of its citizens. Article 5 of Chapter 108 of the *Code of the County of Fairfax* has historically addressed the concern of "nuisance noise" in the County. However, in April 2009, the Supreme Court of Virginia, in the case of *Tanner v. City of Virginia Beach*, ruled that Virginia Beach's ordinance was unconstitutional, which raised possible concerns about the constitutionality of the "nuisance noise" provisions in Article 5 of Chapter 108.

Although the Fairfax County Department of Planning and Zoning is currently working on a comprehensive revision of Chapter 108, excessive sound generation in residential areas is an issue that requires more immediate redress. Accordingly, this addition to Chapter 5 (Offenses) is necessary as an interim solution to allow the Police Department

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to effectively respond to calls for service regarding excessive sound or sound generation in residential dwelling areas. It should be noted that in 2012, the Police Department received an average of 152 calls per month for loud parties alone. The addition of Article 6 to Chapter 5 (Offenses) should allow the Police Department to enforce these types of sound violations while the Department of Planning and Zoning further studies and reviews a more comprehensive overhaul of Chapter 108. Furthermore, in order to avoid potential conflict with the proposed Article 6 to Chapter 5 (Offenses), it is recommended that Article 5 (Nuisance Noise) of Chapter 108 (Noise) be repealed simultaneously with the addition of Article 6 to Chapter 5 (Offenses).

As the holiday party season nears, it is recommended that language in the County Code be in place to address loud party complaints from residents, among other sources of excessive sound, that may adversely impact the quality of life of its residents.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 – Proposed Addition of Article 6 to Chapter 5 (Offenses)

Attachment 2 – Proposed Repeal of Article 5 to Chapter 108 (Noise)

STAFF:

Colonel Edwin C. Roessler Jr., Chief of Police

Cynthia L. Tianti, Deputy County Attorney

**Chapter 5. - Offenses.****Article 6****AN ORDINANCE TO REGULATE  
CERTAIN EXCESSIVE SOUND GENERATION  
IN RESIDENTIAL AREAS AND DWELLINGS****5-6-1. Declaration of findings and policy.**

The Board hereby finds and declares that certain audible and discernible sounds are a serious hazard to the public health, welfare, peace and safety and the quality of life of the citizens of Fairfax County; that the people have a right to and should be ensured an environment free from such sound that may jeopardize the public health, welfare, peace and safety or degrade the quality of life; and that it is the policy of the Board to prevent such sound to the extent such action is not inconsistent with a citizen's First Amendment rights.

**5-6-2. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Audible* means the sound can be heard by the human ear with or without a medically approved hearing aid or device.

*Discernible* means that the sound is sufficiently distinct such that its source can be clearly identified.

*Emergency* means any occurrence or set of circumstances involving actual or imminent physical injury or illness or property damage that requires immediate action.

*Emergency work* means any work performed for the purpose of preventing or alleviating the physical injury or illness or property damage threatened or caused by an emergency, including work performed by public service companies when emergency inspection, repair of facilities, or restoration of services is required for the immediate health, safety, or welfare of the community.

*Instrument, machine or device* means and refers to any musical instrument, radio, phonograph, compact disc player, cassette tape player, amplifier or any other machine or device for producing, reproducing or the amplification of sound.

*Residential area* means the parcel on which a residential dwelling is located and any contiguous rights of way, roads, streets, lanes, sidewalks, or other such means of egress and ingress to any such parcel.

*Residential dwelling* means any building or other structure, including multifamily and mixed use structures, in which one or more persons lives on a permanent or temporary basis, including, but not limited to, houses, apartments, condominiums, hotels, and motels.

*Sound* means an oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

*Sound generation or to generate sound* means any conduct, activity or operation, whether human, mechanical, electronic or other, including but not limited to, any animal or bird, and any instrument, machine or device, whether continuous, intermittent or sporadic, and whether stationary or ambulatory in nature, which produces or results in a sound that is audible and discernible to the human ear.

#### **5-6-3. Administration and enforcement.**

- (a) The police department may issue a summons for enforcement of the noise control program established by this article and may be assisted by other County departments as required.
- (b) Nothing in this section shall preclude a private citizen from obtaining a magistrate's summons based upon a probable cause determination by the magistrate's office.

#### **5-6-4. Violations.**

- (a) Any person who violates any provision of this article shall be deemed to be guilty of a Class 3 misdemeanor for a first offense. Any person who violates a provision of this article within one (1) year from the date of a prior conviction under this ordinance shall be guilty of a Class 2 misdemeanor.
- (b) The person operating or controlling the sound generation or source shall be guilty of any violation caused by that generation or source. If it cannot be determined which person is operating or controlling the sound generation or source, any owner, tenant, resident or manager physically present on the property where the violation is occurring is rebuttably presumed to be operating or controlling the sound generation or source.

- (c) In addition to and not in lieu of the penalties prescribed in this section, the Board may apply to the circuit court for an injunction against the continuing violation of any of the provisions of this ordinance and may seek any other remedy or relief authorized by law.

**5-6-5. Exceptions.**

No provisions of this ordinance shall apply to:

- (1) the emission of sound for the purpose of alerting persons to the existence of an emergency, provided that such alarm signals cease once any such threat is no longer imminent;
- (2) the emission of sound in the performance of emergency work;
- (3) activities for which the regulation of noise has been preempted by federal or state law;
- (4) motor vehicles travelling on a public right of way;
- (5) Back-up generators operating during power outages resulting from storms and other emergencies;
- (6) Heat pumps and/or air conditioners located on property containing single family detached or attached dwellings that are operating in accordance with the manufacturer's specifications;
- (7) Operation of public transportation facilities;
- (8) Work authorized by a variance or partial variance pursuant to Article 6 of Chapter 108 of the Code.

**5-6-6. Sound generation and residential dwellings.**

- (a) No person in any residential dwelling or residential area, including the common areas of multifamily dwellings or mixed use structures, shall permit, operate, or cause any source of sound or sound generation to create a sound that is audible in any other person's residential dwelling with the doors and windows to the other person's residential dwelling closed. In addition, the source of sound or sound generation must be discernible regardless of whether such doors and windows are closed.

- (b) *Exemptions.* The following activities or sources of sound shall be exempt during the hours of 7 a.m. to 9 p.m. from the prohibition set forth in section (a) of this section:
- (1) Activities related to the construction, repair, maintenance, remodeling or demolition, grading or other improvement of real property, except no such activities shall commence before 9 a.m. on Saturdays, Sundays, and federal holidays.
  - (2) Gardening, lawn care, tree maintenance or removal, and other landscaping activities.
  - (3) Refuse collection and sanitation services, except that refuse collection and sanitation services may begin at 6:00 a.m.
  - (4) The testing of audible signal devices which are employed as warning or alarm signals in case of fire, emergency, theft, or burglary, or imminent danger.
- (c) The following activities or sources of sound shall be exempt during the hours of 7 a.m. to 11 p.m. from the prohibition set forth in section (a) of this section:
- (1) Band performances or practices, athletic contests or practices and other such activities on school or recreational grounds.
  - (2) Bells, carillons, and other calls to worship provided that any such sounds do not occur for a duration of longer than 5 minutes per hour.
- (d) *Prohibitions.*
- (1) Use of a loudspeaker or other sound amplification device that is mounted in a fixed or movable position on the exterior of any structure between the hours of 11 p.m. and 7 a.m.
  - (2) Repairing or modifying any motor vehicle or other mechanical device in the outdoors between 9 p.m. and 7 a.m.
  - (3) Operation of powered model vehicles in the outdoors between 9 p.m. and 7 a.m.
  - (4) Collection of trash in residential districts and/or within 100 yards of a residence between 9 p.m. and 6 a.m.
  - (5) Operation of power lawn equipment between 9 p.m. and 7 a.m.

- (6) Loading or unloading trucks in the outdoors within 100 yards of a residence between 9 p.m. and 6 a.m.
- (7) Sound generation in an area designated by the Board as a quiet zone.

**5-6-7. Severability.**

A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section or part of this article shall not affect the validity of the remaining parts thereto.

**5-6-8. Effect on Chapter 108.**

- (a) Article 5 of Chapter 108 of the Fairfax County Code is hereby repealed in its entirety. *But see* Article 6 of Chapter 5 of this Code.
- (b) To the extent that anything in this Ordinance in regard to the regulation of certain sound generation in residential areas and dwellings, conflicts with any provision of Chapter 108 of this Code entitled “Noise,” this article supersedes any such provision in Chapter 108. In addition, notwithstanding anything in this article, all development conditions and proffers of any nature that refer to the Noise Ordinance shall be deemed to apply to Chapter 108 and not this article, and all such development conditions and proffers are unaffected by this article and shall remain in full force and effect. Nor shall anything in this Ordinance be construed to exempt any use from any future development conditions or proffers related to noise.

## CHAPTER 108

Article 5 of this Chapter is hereby repealed in its entirety. *But see* Chapter 5, Article 6 of this Code.

**ARTICLE 5. Nuisance Noise.**

---

**~~Section 108-5-1. Loud and unnecessary noise.~~**

~~It shall be unlawful for any person to make, continue to make, or cause to be made or continued, a noise disturbance within the County of Fairfax.~~

~~(7-17-68, § 17-4; 24-75-16A; 1961 Code, § 16A.5.1.)~~

**~~Section 108-5-2. Specific prohibitions.~~**

~~The following acts, are declared to be noise disturbances in violation of this Chapter, provided that the acts so specified shall not be deemed to be an exclusive enumeration of those acts which may constitute a noise disturbance under Section 108-5-1, and provided that the acts so specified in Subparagraph (a) below may still constitute a noise disturbance under Section 108-5-1 independently of the hours of day said acts take place.~~

~~(a)~~

~~Operating or permitting the use, or operation of any radio receiving set, musical instrument, television, phonograph, or any other device for the production of sound between the hours of 11 p.m. and 7 a.m. the following day in such a manner as to be plainly audible across property boundaries or through partitions common to two persons within a building or plainly audible at fifty (50) feet from such device when operated within a motor vehicle parked on a public right-of-way or in a public place.~~

~~(b)~~

~~Owning, keeping, possessing, or harboring any animal or animals which frequently or habitually howl, bark, meow, squawk or make such other noise as is plainly audible across property boundaries or through partitions common to two (2) persons within a building.~~

~~(24-75-16A; 1961 Code, § 16A.5.2; 34-76-108.)~~

## CHAPTER 108

Article 5 of this Chapter is hereby repealed in its entirety. *But see* Chapter 5, Article 6 of this Code.

**ARTICLE 5. Nuisance Noise.****~~Section 108-5-1. Loud and unnecessary noise.~~**

~~It shall be unlawful for any person to make, continue to make, or cause to be made or continued, a noise disturbance within the County of Fairfax.~~

~~(7-17-68, § 17-4; 24-75-16A; 1961 Code, § 16A.5.1.)~~

**~~Section 108-5-2. Specific prohibitions.~~**

~~The following acts, are declared to be noise disturbances in violation of this Chapter, provided that the acts so specified shall not be deemed to be an exclusive enumeration of those acts which may constitute a noise disturbance under Section 108-5-1, and provided that the acts so specified in Subparagraph (a) below may still constitute a noise disturbance under Section 108-5-1 independently of the hours of day said acts take place.~~

~~(a)~~

~~Operating or permitting the use, or operation of any radio-receiving set, musical instrument, television, phonograph, or any other device for the production of sound between the hours of 11 p.m. and 7 a.m. the following day in such a manner as to be plainly audible across property boundaries or through partitions common to two persons within a building or plainly audible at fifty (50) feet from such device when operated within a motor vehicle parked on a public right-of-way or in a public place.~~

~~(b)~~

~~Owning, keeping, possessing, or harboring any animal or animals which frequently or habitually howl, bark, meow, squawk or make such other noise as is plainly audible across property boundaries or through partitions common to two (2) persons within a building.~~

~~(24-75-16A; 1961 Code, § 16A.5.2; 34-76-108.)~~

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Board Agenda Item  
December 3, 2013

5:00 p.m.

Public Comment from Fairfax County Citizens and Businesses on Issues of Concern

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