

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 8, 2013**

AGENDA

8:30	Held	Reception – Fairfax County Human Services Council for 25 years of service, Conference Rooms 9 & 10
8:45	Held	Reception - Breast Cancer Awareness Month Conference Center, Reception Area
9:15	Done	World Police and Fire Games Coming to Fairfax June 26 – July 5, 2015
9:30	Done	Presentations
10:30	Done	Presentation of the Barbara Varon Award
10:40	Done	Items Presented by the County Executive

**ADMINISTRATIVE
ITEMS**

1	Approved	Additional Time to Commence Construction for Special Exception Amendment SEA 84-M-121-03, Westminster School, Inc, LLC (Mason District)
2	Approved	Additional Time to Commence Construction for Special Exception SE 2010-LE-017, Iskalo CBR, LLC (Lee District)
3	Approved	Streets into the Secondary System (Dranesville District)
4	Approved	Supplemental Appropriation Resolution AS 14080 for Various Fairfax Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ACTION ITEMS

1	Approved	Approval of an Interagency Agreement Between the Fairfax County Police Department and the Virginia State Police for the NOVA / DC Internet Crimes Against Children Taskforce (ICAC)
2	Approved	Approval of a Memorandum of Understanding Between the Fairfax County Police Department and the Federal Bureau of Investigation (FBI)
3	Approved	Approval of the Financing Plan for the Renovation of Lincolnia Center (Mason District)

**FAIRFAX COUNTY
BOARD OF SUPERVISORS
October 8, 2013**

**ACTION ITEMS
(Continued)
Approved**

4	Approved	Testimony for Public Hearing on Commonwealth of Virginia's Six-Year Improvement Program for Interstate, Primary, and Urban Highway Systems and Public Transportation for FY 2015 Through FY 2020
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**INFORMATION
ITEMS**

1	Noted	Contract Amendment - Dental Services for the Homeless Healthcare Program
2	Noted	Planning Commission Action on Application 2232-B13-8, Milestone Communications, Inc. and AT&T Mobility (Braddock District)
10:50	Done	Matters Presented by Board Members
11:40	Done	Closed Session

PUBLIC HEARINGS

3:30	Approved	Public Hearing on SEA 88-S-077-06 (Sunoco, Inc. (R&M) to Amend SE 88-S-077 (Sully District)
3:30	Approved	Public Hearing on PCA 88-S-026-03 (Sunoco, Inc. (R&M) to Amend the Proffers for a Portion of RZ 88-S-026 (Sully District)
4:00	Approved	Public Hearing to Consider Parking Restrictions on Williams Drive (Providence District)
4:00	Approved	Public Hearing to Consider Parking Restrictions on Penrose Place (Sully District)
4:00	Approved	Public Hearing to Consider Parking Restrictions on Daniels Avenue, Poplar Street and Little River Turnpike Service Road (Mason District)
4:00	Approved	Public Hearing to Continue to Lease Board-Owned Property at the Lewinsville Facility to McNair Child Development Center, Inc. dba "Fun & Friends Child Development Center" (Dranesville District)
4:30	Approved	Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Chapter 3 (County Employees), Increasing the Membership of the Board of Trustees of the Uniformed Retirement System



Fairfax County, Virginia
BOARD OF SUPERVISORS
AGENDA

Tuesday
October 8, 2013

9:15 a.m.

Presentation by Fairfax2015 on the World Police and Fire Games to be held in Fairfax County, June 26-July 5, 2015.

9:30 a.m.

PRESENTATIONS

- CERTIFICATE – To welcome Dr. Angel Cabrera, president of George Mason University, to Fairfax County. Requested by Chairman Bulova.
- CERTIFICATE – To congratulate the Fairfax County Human Services Council for 25 years of service to Fairfax County. Requested by Supervisor Hudgins.
- CERTIFICATE – To recognize the McLean Little League Girls Softball Majors All-Star Team for advancing to the finals of the World Series. Requested by Supervisor Foust.
- PROCLAMATION – To designate October 2013 as Breast Cancer Awareness Month in Fairfax County. Requested by Chairman Bulova and Supervisors Herry and Hudgins.
- PROCLAMATION – To designate October 2013 as Adoption Awareness Month in Fairfax County. Requested by Chairman Bulova.
- RESOLUTION – To congratulate Shiloh Baptist Church for its 140th anniversary. Requested by Supervisor Foust.

— more —

Board Agenda Item
October 8, 2013

- CERTIFICATE – To recognize the Fairfax County Computer Clubhouses for receiving Kudos Awards from the Intel Computer Clubhouse Network. Requested by Supervisor Gross.
- CERTIFICATE – To recognize Glendy Bowman, chair of the Fairfax County Head Start Policy Council, for being awarded a scholarship from the Virginia Association of Head Start. Requested by Supervisor Hudgins.

STAFF:

Merni Fitzgerald, Director, Office of Public Affairs

Bill Miller, Office of Public Affairs

Board Agenda Item
October 8, 2013

10:30 a.m.

Presentation of the Barbara Varon Award

ENCLOSED DOCUMENTS:

None.

PRESENTED BY:

Sharon Bulova, Chairman, Board of Supervisors

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Board Agenda Item
October 8, 2013

10:40 a.m.

Items Presented by the County Executive

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Board Agenda Item
October 8, 2013

ADMINISTRATIVE - 1

Additional Time to Commence Construction for Special Exception Amendment SEA 84-M-121-03, Westminster School, Inc, LLC (Mason District)

ISSUE:

Board consideration of additional time to commence construction for SEA 84-M-121-03, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve thirty months additional time for SEA 84-M-121-03 to March 29, 2016.

TIMING:

Routine.

BACKGROUND:

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

On March 29, 2011, the Board of Supervisors approved Special Exception Amendment SEA 84-M-121-03, subject to development conditions. The application was filed in the name of Westminster School, Inc. for the purpose of amending a previously approved special exception for a private school of general education to permit a child care center and nursery school use, an increase in enrollment and land area, building additions, and the construction of an athletic field and playground for the property located on the north side of Gallows Road, approximately 480 feet east of its intersection with Annandale Road, Tax Map 60-3 ((24)) 3, 4, 5, and 5A (see Locator Map in Attachment 1). The child care and nursery school and the private school of general education uses are permitted pursuant to Sections 3-304(B) and 3-304(L), respectively, of the Fairfax County Zoning Ordinance. SEA 84-M-121-03 was approved with a condition that the use be established or construction commenced and diligently prosecuted within thirty (30) months of the approval date unless the Board grants additional time. The development conditions for SEA 84-M-121-03 are included as part of the Clerk to the Board's letter contained in Attachment 2.

Board Agenda Item
October 8, 2013

On August 8, 2013, the Department of Planning and Zoning (DPZ) received a letter dated August 6, 2013, from Lynne J. Strobel, agent for the Applicant, requesting thirty (30) months of additional time. The approved Special Exception will not expire pending the Board's action on the request for additional time.

Ms. Strobel states the effects of recent economic conditions have resulted in less enrollment growth than anticipated at the time of the approval. This lower yearly enrollment has impacted fund-raising efforts, which, in-turn, has delayed the preparation and submission of a site plan. Ms. Strobel states enrollment has, more recently, started to increase, and the Applicant intends to start development of a site plan within the next six (6) months. The request for an addition time of thirty (30) months will allow for the preparation of the site plan, its processing and approval, and subsequent construction.

Staff has reviewed Special Exception SEA 84-M-121-03 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a private school of general education and a child care center and nursery school. Further, staff knows of no change in land use circumstances that affects compliance of SEA 84-M-121-03 with the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SEA 84-M-121-03 are still appropriate and remain in full force and effect. Staff believes that approval of the request for thirty (30) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Letter dated March 30, 2011, to Lynne J. Strobel, with SE Plat

Attachment 3: Letter dated August 6, 2013, to Leslie B. Johnson

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ

Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ

Stephen Gardner, Staff Coordinator, ZED, DPZ

Special Exception Amendment

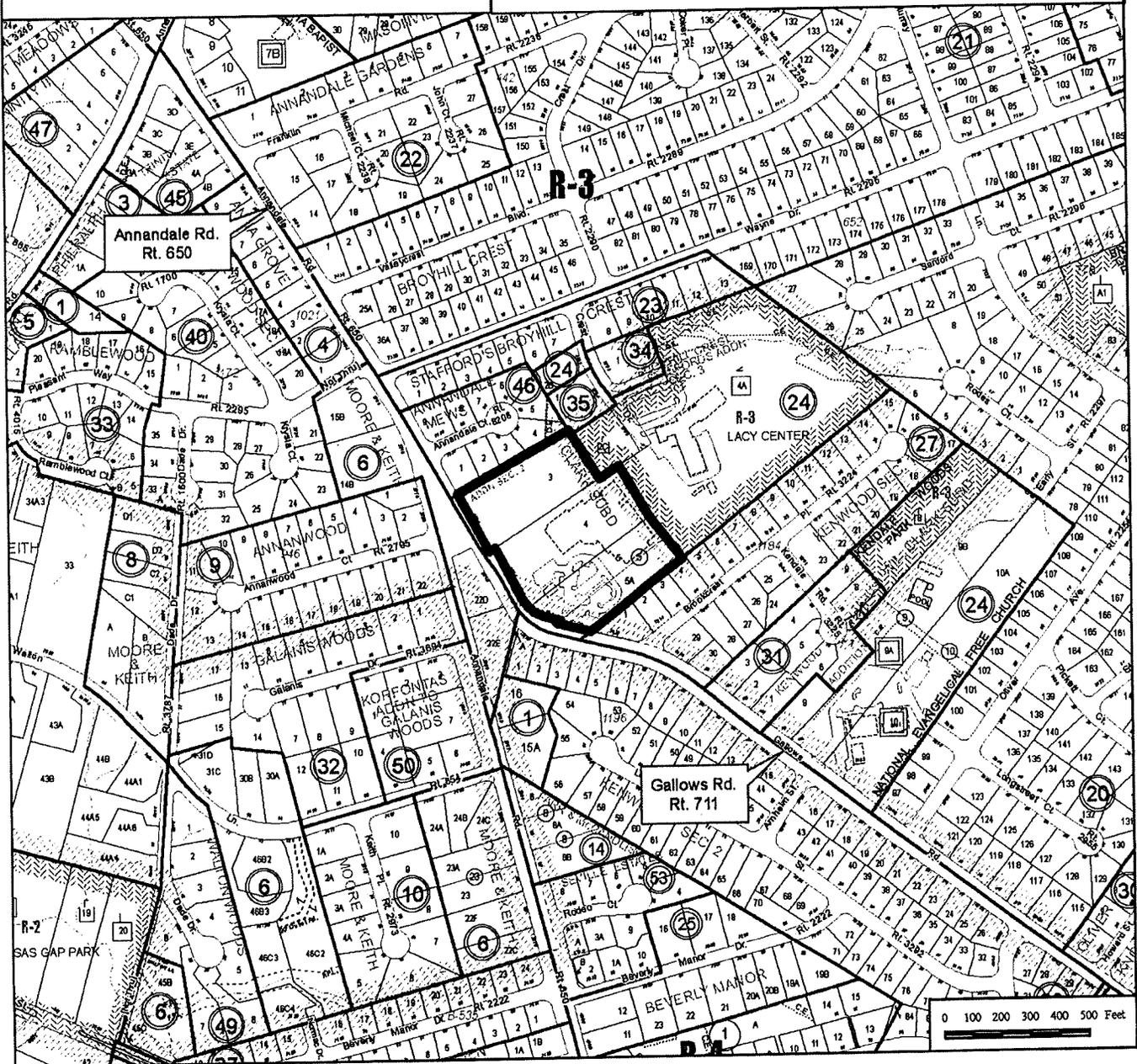
SEA 84-M-121-03



Applicant:
Accepted:
Proposed:

WESTMINSTER SCHOOL, INC.
08/04/2010
AMEND SE 84-M-121 PREVIOUSLY APPROVED FOR A PRIVATE SCHOOL OF GENERAL EDUCATION TO PERMIT AN INCREASE IN LAND AREA, ADDITION OF A NURSERY SCHOOL WITH A CHILD CARE CENTER, MODIFICATIONS OF DEVELOPMENT CONDITIONS AND SITE MODIFICATIONS

Area: 6.84 AC OF LAND; DISTRICT - MASON
Zoning Dist Sect: 03-0304
Art 9 Group and Use: 3-10
Located: 3801, 3811, & 3825 GALLOWS ROAD
Zoning: R-3
Plan Area: 1
Overlay Dist:
Map Ref Num: 060-3- /24/ /0003 /24/ /0004 /24/ /0005 /24/ /0005A





County of Fairfax, Virginia

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

March 30, 2011

Lynne J. Strobel
Walsh, Colucci, Lubeley, Emrich & Walsh, P.C.
2200 Clarendon Boulevard, 13th Floor
Arlington, VA 22201

Re: Special Exception Amendment Application SEA 84-M-121-03

Dear Ms. Strobel:

At a regular meeting of the Board of Supervisors held on March 29, 2011, the Board approved Special Exception Amendment Application SEA 84-M-121-03 in the name of Westminster School, Incorporated. The subject property is located at 3801, 3811 and 3825 Gallows Road on approximately 6.84 acres of land zoned R-3 in the Mason District [Tax Map 60-3 ((24)) 3, 4, 5 and 5A]. The Board's action amends Special Exception Application SE 84-M-121 previously approved for a private school of general education to permit the addition of a nursery school and child care center; to increase enrollment from 318 to 360 children; an increase in land area; and modifications to site design and development conditions pursuant to Section 3-304 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions which supersede all previous development conditions; conditions carried forward unchanged from previous approvals are marked with an asterisk (*):

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.*
2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the special exception plat approved with the application, as qualified by these development conditions.*
3. This Special Exception is subject to the provisions of Article 17, Site Plans, as may be determined by the Director, Department of Public Works and Environmental Services (DPWES). Any plan submitted pursuant to this special exception shall be in substantial conformance with the approved Special Exception Plat entitled "Westminster School", prepared by Tri-Tek, dated April 21, 2010, and last amended December 6, 2010, and these conditions. Minor modifications to the approved special exception may be permitted pursuant to Par. 4 of Sect. 9-004 of the Zoning Ordinance:

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903

Email: clerktothebos@fairfaxcounty.gov

<http://www.fairfaxcounty.gov/bosclerk>

4. The maximum daily enrollment for the private school of general education shall be limited to 360 students. The before and after school child care shall be limited to a maximum daily enrollment of 120 students from all programs on-site. A maximum of 70 employees (teachers and staff) will be on-site at any one time.
5. The maximum hours of operation will be from 7:30 a.m. to 5:30 p.m. Monday through Friday. Specifically, the extended day care will be offered beginning at 7:30 am and ending at 5:30 p.m. The nursery school will run from 8:30 a.m. to 12:00 p.m. (noon) for three year olds and 8:30 a.m. to 2:30 p.m. for four year olds. Kindergarten and grades one through eight will have academic hours between 8:30 a.m. and 3:00 p.m. Generally extracurricular activities shall be permitted after regular school hours; evening and weekend activities are permitted until 11:00 p.m. This limit on extracurricular activities may be exceeded up to five times annually provided that the Broyhill Crest Community Organization and the Mason District Supervisor's office are notified in writing at least two weeks prior to the event. The school shall appoint a liaison to attend the Broyhill Crest Community meetings.
6. The building addition shall be limited to 18,300 square feet and shall not exceed a height of two stories (25 feet). Exterior building materials for the addition shall consist of materials similar to the main school building.
7. The applicant will provide a minimum of nine school buses as transportation for no fewer than 120 of the enrolled students.
8. The vehicular entrance to the site shall be designed and constructed so that it connects to Gallows Road per VDOT standards, as approved by DPWES.*
9. Vehicular ingress and egress to/from the site shall be right turn only; this shall be posted.*
10. A sidewalk shall be provided from Gallows Road into the site to provide pedestrian access from Gallows Road through the parking area to the school entrance, as shown on the Special Exception Amendment Plat.*
11. A landscape plan shall be submitted as part of site plan(s) and shall be reviewed and approved by the Urban Forest Management Branch. The plan shall provide for landscaping consistent in quality and quantity with that shown on the SEA Plat, with the addition of the following:
 - Vegetation consistent with a Type I Transitional Screening Yard and having a buffer width of 25 feet shall be installed within the landscape strip along the northern property line near the play area as determined by the Urban Forest Management Branch of DPWES. Additional trees and plant materials shall be added to the buffer shown on the northern property line of the SEA

plat where determined to be necessary to mitigate the impact of the playing field on the adjacent residential property. Existing vegetation shall be preserved and supplemented along all boundaries, except Gallows Road, to meet the intent of Transitional Screening Type I. The number, quality and species required shall be determined by the Urban Forest Management Branch. The existing vegetation in these areas shall be preserved to the maximum extent possible. The applicant shall contract with a certified arborist to prepare a tree preservation plan to protect and preserve existing trees, worthy of preservation. The plan shall include limits of disturbance, and location and type of tree protection. The plan shall also include recommended activities designed to improve the health and increase the survival potential of the trees to be preserved, which shall be implemented to the satisfaction of UFM. The Applicant shall provide landscaping on the Application Property as generally shown on Sheet (#3) of the Special Exception Plat, pursuant to the approval of the Urban Forest Management Branch. Deciduous trees shall be a minimum of two to two and one-half inches in caliper and evergreen trees a minimum of six to eight feet in height at time of planting.

- The limits of clearing and grading shall be clearly marked with a continuous line of flagging prior to the pre-construction meeting and shall clearly delineate the limits of clearing and grading with such flagging throughout the construction period. To ensure the preservation of trees to the maximum extent possible, the limits of clearing and grading and tree save areas shall be protected by tree protection fencing, consisting of 14 gauge welded wire attached to 6 foot steel posts driven 18 inches into the ground and placed no farther than 10 feet apart. The tree protection fencing shall be made clearly visible to all construction personnel. The tree protection fencing shall be installed prior to the performance of any clearing and grading activities on the site. Trees within the tree protection fencing that are damaged or destroyed by construction activities shall be replaced as determined by the Urban Forester.
 - If trees #1 (40-in. diameter silver maple), #5 (46-in. diameter silver maple), or #11 (41-in. diameter tulip poplar) are to be preserved as part of the site plan, a full report and recommendations shall be included as part of the first and all subsequent submissions of the site plan. This report shall be based on a thorough risk assessment conducted by a Certified Arborist with training in tree risk assessment in urban areas (as identified on Sheet 6 of 6 of the Special Exception Plat).
12. A six foot high fence shall be provided between the transitional screening and the subject site along the northern and southern boundaries. This fence shall be solid wood (as detailed on Sheet 2) other than where the transitional screening is

less than 25 feet in width, in which case a six foot high brick, architectural block wall, or aluminum fence (as detailed on Sheet 2) shall be constructed.

13. The outdoor playing fields shall not be leased, rented, or otherwise made available to groups not affiliated with the school.*
14. No lighting shall be provided for the outdoor playing fields and the use of outdoor public address speaker systems or bull horns shall be prohibited.*
15. Outdoor lighting fixtures used to illuminate the parking area and walkways shall not exceed 12 feet in height. All fixtures shall be fully shielded and directed downward, to prevent glare and light spillover onto the surrounding residential properties. Outdoor building-mounted security lighting shall also be shielded and directed inward to prevent glare. All parking lot lighting, with the exception of necessary security lighting, shall be turned off within one hour of the last scheduled evening activity.*
16. Stormwater management facilities and best management practices shall be provided on-site generally as shown on the SEA Plat. The final design shall be subject to the approval of DPWES. If the required design is not in substantial conformance with that shown on the SEA Plat, the applicant may be required to apply for a Special Exception Amendment for approval of the resulting change.
17. Heating and air conditioning and associated mechanical units (HVAC systems) shall be placed to the interior of the site to minimize the noise impact on the surrounding residential properties. The design of the HVAC system for the school shall be such that as many of the components as possible shall be located inside the building. The units shall be subject to Zoning Ordinance performance standards with respect to noise levels, and shall be further surrounded by vegetative screening and fencing so as to minimize the exterior noise to the maximum extent possible.*
18. Trash dumpsters shall be screened with wood or masonry enclosures which are designed to be compatible with the buildings and shall be screened from adjacent residential properties with vegetation.*
19. At the time of site plan review, trails shall be provided as determined by DPWES.*
20. All signage shall be in conformance with Article 12 of the Zoning Ordinance, and pole-mounted signs shall not be permitted.*
21. The proposed use shall be in conformance with all applicable Performance Standards in Article 14 of the Zoning Ordinance.*

22. A resident caretaker(s) may be permitted to occupy the building labeled "2 story wood, frame and block, 2,414 sq.ft." The resident caretaker shall be the proprietor, owner and/or employee of the private school of general education and his/her family. If a resident caretaker does not occupy the building it may be used for accessory uses associated with the private school of general education.*
23. A demolition permit shall be obtained from DPWES prior to any demolition work commencing on the house located at 3819 Gallows Road, Tax Map 60-3 ((24)) 3. Prior to the issuance of a demolition permit for the house; the Historic Preservation Planner (DPZ) and staff from the Fairfax County Park Authority (FCPA) Resource Stewardship Branch shall be notified and shall be allowed access to the house and the surrounding area prior, during, and immediately after the demolition work for purposes of documentation. The house shall be documented through photographic recordation (for the purpose of recording and documenting the existing one-story single-family residential dwelling and its cultural landscape). The documentation shall include at a minimum the exterior of the house and landscape features, as stipulated below, to be photographed prior to any land disturbing activity on site. The documentation shall include a sketch plan map, based upon the existing conditions and vegetation map for this application, showing the location of the photographic angle of views and each photograph shall be identified. All photographs and the sketch plan map shall be submitted to the Virginia Room of the Fairfax County Public Library and to the Fairfax County Department of Planning and Zoning (DPZ) Historic Preservation planner prior to the issuance of a demolition permit. Also, the applicant is to provide written documentation to DPZ that the required documentation has been submitted to the Virginia Room.

Photographic documentation of the dwelling and site context shall include the following:

1. View of each façade
2. Perspective view, front façade and one side
3. Perspective view, rear and one side
4. Details of the dwelling (such as view of main entrance and stairs, patio, prominent window(s), planter(s), and chimney(s))
5. General views from a distance sufficient to show environmental setting, landscaping, and cultural landscape features and elements

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

The approval of this special exception does not interfere with, abrogate or annul any easement, covenants, or other agreements between parties, as they may apply to the property subject to this application.

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

The Board also reaffirmed all previously approved waivers and modifications, as follows:

- Modification of the transitional screening barriers along the southern and northern boundaries in favor of that depicted on the SEA Plat.
- Modification of the barrier requirement along all sides of the subject property to allow the existing six-foot tall wood fence and other existing fences to serve as barriers.
- Waiver of the requirement that usable outdoor recreation areas shall be limited to the areas outside the limits of the required front yard.

Sincerely,



Nancy Velrs
Clerk to the Board of Supervisors
NV/ph

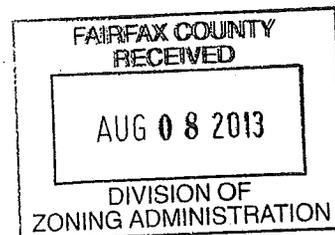
Cc: Chairman Sharon Bulova
Supervisor Penny Gross, Mason District
Janet Coldsmith, Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Angela K. Rodeheaver, Section Chief, Transportation. Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
District Planning Commissioner
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation



Lynne J. Strobel
(703) 528-4700 Ext. 5418
lstrobel@arl.thelandlawyers.com

WALSH COLUCCI
LUBELEY EMRICH
& WALSH PC

August 6, 2013



2013-1206

Via Certified Mail-Return Receipt Requested

Leslie Johnson
Zoning Administrator
Fairfax County Department of Zoning Administration
12055 Government Center Parkway, Suite 807
Fairfax, Virginia 22035

RECEIVED
Department of Planning & Zoning

AUG 23 2013

Zoning Evaluation Division

Re: SEA 84-M-121-03
Applicant: Westminster School, Inc.
Fairfax County Tax Map Reference: 60-3 ((24)) 3, 4, 5, and 5A (the "Property")

Dear Ms. Johnson:

Please accept this letter as a request for additional time in accordance with the provisions of Section 9-015 of the Fairfax County Zoning Ordinance (the "Zoning Ordinance").

The referenced special exception amendment application was approved by the Board of Supervisors at its hearing held on March 29, 2011. The approval was granted subject to development conditions, including a requirement that construction commence and be diligently pursued within thirty (30) months of the approval date. As construction has not commenced, the special exception amendment is due to expire, without notice, on September 29, 2013. On behalf of the Applicant, I hereby request thirty (30) months of additional time to commence construction.

The Applicant's plans to commence construction of the approved improvements have been delayed. As a result of economic conditions, the Applicant's student enrollment has not increased as anticipated, which is a circumstance that was unforeseen at the time of approval. A lower than anticipated yearly enrollment has slowed fundraising efforts, which has delayed the preparation and submission of a site plan. Enrollment has increased this year and the Applicant intends to begin the site plan preparation process within the next six (6) months.

I would appreciate the acceptance of this letter in accordance with Section 9-015 of the Zoning Ordinance as a request for thirty (30) months of additional time to commence the construction of improvements approved with SEA 84-M-121-03. Thirty (30) months of additional time will ensure the submission of a site plan, its approval and commencement of

PHONE 703 528 4700 | FAX 703 525 3197 | WWW.THELANDLAWYERS.COM
COURTHOUSE PLAZA | 2200 CLARENDON BLVD., THIRTEENTH FLOOR | ARLINGTON, VA 22201-3359

LOUDOUN OFFICE 703 737 3633 | PRINCE WILLIAM OFFICE 703 680 4664

August 6, 2013

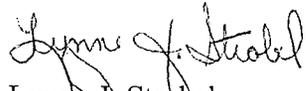
Page 2

construction in accordance with the site plan. There have been no changes in circumstances that would render the approval of additional time inconsistent with the public interest.

Should you have any questions regarding this request, or require additional information, please do not hesitate to contact me. As always, I appreciate your cooperation and assistance.

Very truly yours,

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



Lynne J. Strobel

LJS/kae

cc: Ellis Glover
Dolores Nelson
Ted Britt
Martin D. Walsh

{A0571380.DOC / 1 Johnson ltr re: request for additional time 006949 000002}

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Board Agenda Item
October 8, 2013

ADMINISTRATIVE - 2

Additional Time to Commence Construction for Special Exception SE 2010-LE-017, Iskalo CBR, LLC (Lee District)

ISSUE:

Board consideration of additional time to commence construction for SE 2010-LE-017, pursuant to the provisions of Sect. 9-015 of the Zoning Ordinance.

RECOMMENDATION:

The County Executive recommends that the Board approve twelve months additional time for SE 2010-LE-017 to September 8, 2014.

TIMING:

Routine.

BACKGROUND:

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

On March 8, 2011, the Board of Supervisors approved Special Exception (SE) SE 2010-LE-017, subject to development conditions. The application was filed in the name of Iskalo CBR, LLC, as developer of the project on behalf of Washington Metropolitan Area Transit Authority (WMATA). SE 2010-LE-017 was approved to permit a regional non-rail transit facility (bus storage and maintenance facility), driveway for uses in an I-District and uses in a floodplain, pursuant to Sections 2-904, 5-604, and 9-616 of the Fairfax County Zoning Ordinance, for the property located at 7828, 7901, 7909, and 7915 Cinder Bed Road, Tax Map 99-2 ((3)) 1, 2, 3A and 3B (see Locator Map in Attachment 1). SE 2010-LE-017 was approved with the condition that the use be established, or construction of the operations and maintenance building be commenced and diligently prosecuted, within thirty (30) months of the approval date unless the Board grants additional time. The development conditions for SE 2010-LE-017 are included as part of the Clerk to the

Board Agenda Item
October 8, 2013

Board's letter.

On June 25, 2013, the Department of Planning and Zoning (DPZ) received a letter dated June 19, 2013, from John D. Thomas, Director, Office of Major Capital Projects, requesting twelve (12) months of additional time (see Attachment 3). The approved Special Exception will not expire pending the Board's action on the request for additional time.

Mr. Thomas states the additional time is requested due to the delay resulting from recent litigation challenging the Special Exception, which prevented WMATA from commencing construction on the project. Following approval of the SE, the Newberry Station Homeowners Association filed suit in Fairfax County Circuit Court challenging the Board of Supervisor's approval of the SE in April 2012. The Circuit Court dismissed the case. Subsequently, the homeowners association appealed the dismissal to the Virginia Supreme Court. In April 2013, the Virginia Supreme Court affirmed the Circuit Court's decision and dismissed the appeal. On June 14, 2013, the Virginia Supreme Court denied a Petition for Rehearing submitted by the homeowners association. Mr. Thomas states that during the impending litigation, WMATA continued to pursue the project by completing the design of the bus facility and preparing the plans to obtain permits to commence construction when the litigation was resolved. Mr. Thomas states that WMATA has submitted applications and received approval for a rough grading plan and that the applicant is in the process of responding to staff comments to address required revisions. WMATA requests twelve (12) months additional time due to the delay resulting from the recently resolved litigation.

Staff has reviewed Special Exception SE 2010-LE-017 and has established that, as approved, it is still in conformance with all applicable provisions of the Fairfax County Zoning Ordinance to permit a bus storage and maintenance facility. Further, staff knows of no change in land use circumstances that affects compliance with SE 2010-LE-017 and the special exception standards applicable to this use, or which should cause the filing of a new special exception application and review through the public hearing process. The Comprehensive Plan recommendation for the property has not changed since approval of the Special Exception. Finally, the conditions associated with the Board's approval of SE 2010-LE-017 are still appropriate and remain in full force and effect. Staff believes that approval of the request for twelve (12) months additional time is in the public interest and recommends that it be approved.

FISCAL IMPACT:
None

Board Agenda Item
October 8, 2013

ENCLOSED DOCUMENTS:

Attachment 1: Locator Map

Attachment 2: Letter dated March 9, 2011, to David R. Gill, with Site Plan

Attachment 3: Letter dated June 19, 2013, to Leslie B. Johnson

STAFF:

Robert A. Stalzer, Deputy County Executive

Fred R. Selden, Director, Department of Planning and Zoning (DPZ)

Barbara C. Berlin, Director, Zoning Evaluation Division (ZED), DPZ

Kevin J. Guinaw, Chief, Special Projects/Applications/Management Branch, ZED, DPZ

Pamela Nee, Chief, Environment and Development Review Branch, Planning Division, DPZ

Carrie Lee, Staff Coordinator, ZED, DPZ

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Special Exception

SE 2010-LE-017

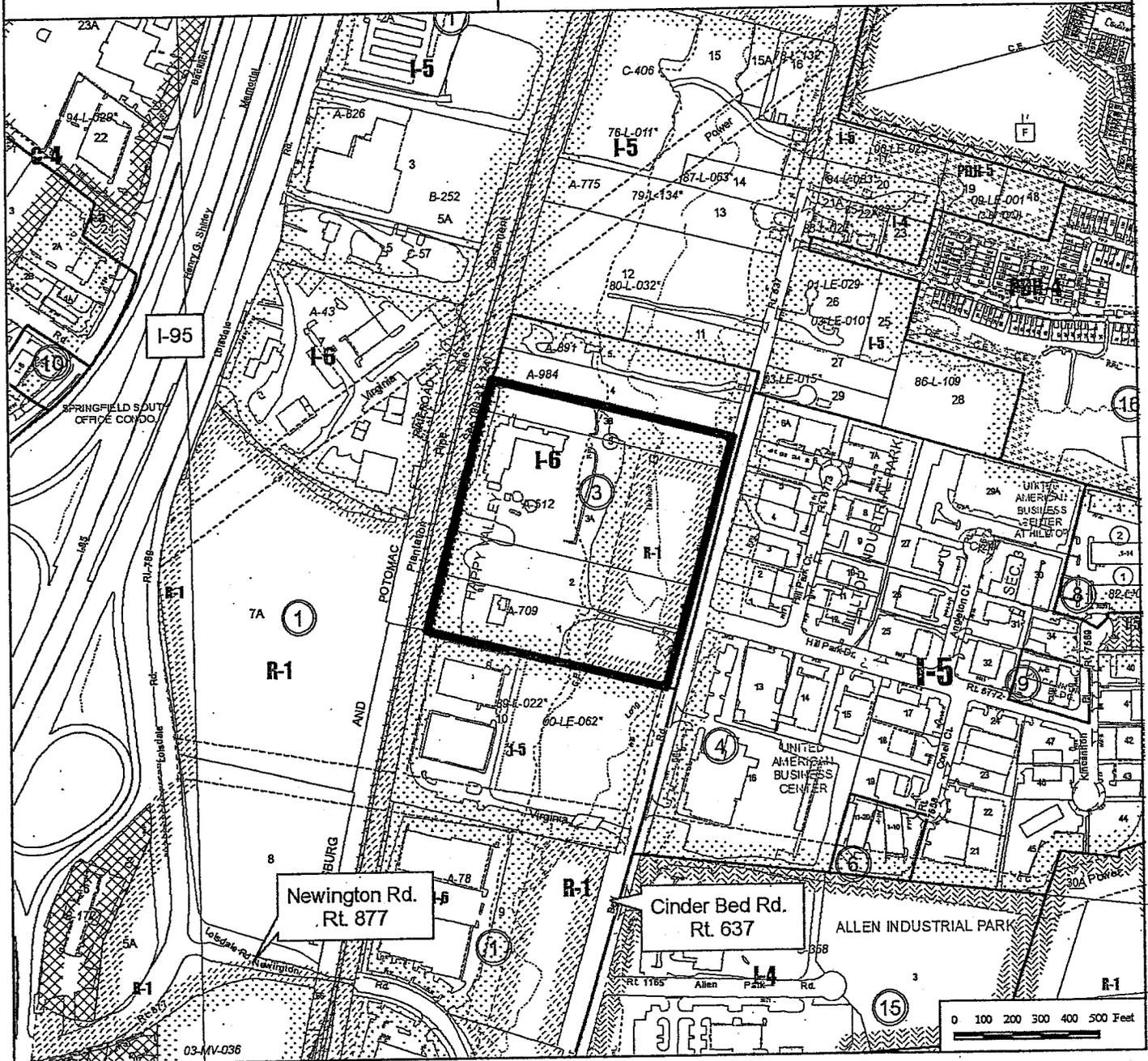


Applicant: ISKALO CBR LLC
 Accepted: 07/26/2010
 Proposed: REGIONAL NON-RAIL TRANSIT FACILITY,
 DRIVEWAY FOR USES IN
 ANI-DISTRICT AND USES IN A FLOOD PLAIN

Area: 17.37 AC OF LAND; DISTRICT - LEE
 Zoning Dist Sect: 02-0904 05-0604 09-0616
 Art 9 Group and Use: 6-02 4-05 4-6 6-13

Located: 7901, 7909, 7915 & 7828 CINDER BED ROAD

Zoning: I-6, R-1
 Plan Area: 4
 Overlay Dist:
 Map Ref Num: 099-2- /03/ /0001 /03/ /0001 /03/ /0002
 /03/ /0003A /03/ /0003B





County of Fairfax, Virginia

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

March 9, 2011

David R. Gill
McGuire Woods LLP
1750 Tysons Boulevard, Suite 1800
McLean, VA 22102

Re: Special Exception Application SE 2010-LE-017

Dear Mr. Gill:

At a regular meeting of the Board of Supervisors held on March 8, 2011, the Board approved Special Exception Application SE 2010-LE-017 in the name of Iskalo CBR, LLC. The subject property is located at 7828, 7901, 7909, 7915 Cinder Bed Road on approximately 17.37 acres of land, zoned I-6 and R-1 in the Lee District [Tax Map 99-2 ((3)) 1, 2, 3A and 3B]. The Board's action permits a regional non-rail transit facility (bus storage and maintenance facility), driveway for uses in an I-District and uses in a floodplain, pursuant to Sections 2-904, 5-604, and 9-616 of the Fairfax County Zoning Ordinance, by requiring conformance with the following development conditions:

1. This Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s) and/or use(s) indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. A copy of the Non-Residential Use Permit (Non-RUP) SHALL BE POSTED in a conspicuous place on the property of the use and be made available to all departments of the County of Fairfax during the hours of operation of the permitted use.

Office of the Clerk to the Board of Supervisors
12000 Government Center Parkway, Suite 533
Fairfax, Virginia 22035

Phone: 703-324-3151 ♦ Fax: 703-324-3926 ♦ TTY: 703-324-3903
Email: clerktothebos@fairfaxcounty.gov
<http://www.fairfaxcounty.gov/bosclerk>

4. Any plan submitted pursuant to this Special Exception shall be in substantial conformance with the approved SE plat entitled Cinder Bed Road Bus Division, prepared by Wendel Duchscherer Architects & Engineers, dated July 15, 2010 as revised through December 3, 2010, containing 27 sheets, and these conditions.
5. A Hold Harmless agreement shall be executed with the County prior to approval of a grading plan for all adverse effects that may arise as a result of the location of the site within a floodplain area.
6. The determination from the US Army Corps of Engineers shall be submitted by the applicant, prior to the submission of a grading plan stating whether or not any action is required to ensure compliance with § 404 of the Clean Water Act. Any required actions shall be completed prior to commencement of any construction activity on the site, as determined by DPWES.
7. Prior to approval of a site plan, it shall be demonstrated to the satisfaction of DPWES that the proposed disturbance, when combined with all other existing, anticipated, and planned development, shall not increase the water surface elevation above the 100-year flood level upstream and downstream.
8. Prior to the placement of the lowest floor, including basement for any structure within the 100-year floodplain, the applicant shall submit floor elevations on a FEMA Certificate to be filed with the Department of Public Works and Environmental Services (DPWES), that certifies compliance with minimum federal requirements and the Virginia Uniform Statewide Building Code in effect at the time the building permit is issued.
9. There shall be no storage of herbicides, pesticides, or toxic or hazardous substances as set forth in Title 40, Code of Federal Regulations, Parts 116.4 and 261.30 et seq., within the floodplain.
10. The lowest elevations of all buildings shall be above the 100-year floodplain elevation.
11. All mechanical, electrical, and utility equipment shall be located at or above the 100-year floodplain elevation.
12. Erosion and sediment control measures shall be installed at all stages of construction, as determined by DPWES. A "super silt fence" shall be installed along the lower clearing and grading limits for the site. If deemed necessary by DPWES, controls shall be designed to achieve greater erosion and sediment control than that achieved by the minimum design standards set forth in the Public Facilities Manual and the Virginia Erosion and Sediment Control Handbook.

13. The architectural design, height and building materials of the freestanding sign shall be in substantial conformance with the illustrations as shown on Sheet 26 of the SE Plat.
14. Directional lighting fixtures shall be used on the site to reduce nighttime glare.
15. Buses shall use only the route along Cinder Bed Road, Backlick Road, and the Fairfax County Parkway to access and leave the subject property. No buses shall use Newington Road, or Loisdale Road north of Newington Road to access or leave the subject property. No buses shall use Telegraph Road north of the Fairfax County Parkway, unless needed to access routes that originate directly from Telegraph Road.
16. Articulated buses shall be prohibited from the site until such time that VDOT provides a written determination that there is sufficient turning area along the route traveled by buses accessing and leaving the property, to allow articulated buses.
17. Right-of-way up to thirty-five feet from the existing centerline along the site's Cinder Bed Road frontage shall be dedicated to the Board of Supervisors, in fee simple, at the time of site plan approval or within sixty (60) days upon demand by DPWES or VDOT, whichever occurs first. Advance density credit shall be reserved subject to the provisions of Par. 4 of Sect. 2-308 of the Zoning Ordinance. All ancillary easements along the Cinder Bed Road frontage of the site shall be conveyed by the Applicant, to the Board of Supervisors at the time of site plan approval or within sixty days upon demand by DPWES or VDOT, whichever occurs first.
18. The Applicant shall reconstruct Cinder Bed Road with a curb and gutter section as two thirteen-foot wide lanes (one lane in each direction) along the site's frontage, to PFM standards, as determined by DPWES.
19. A five-foot wide concrete sidewalk shall be constructed by the Applicant, along the opposite side of the site's Cinder Bed Road frontage (east side of Cinder Bed Road), to PFM standards to connect to the existing sidewalk, if such construction can be accomplished within the existing Cinder Bed Road right-of-way.
20. The Applicant shall submit a traffic signal warrant study to VDOT for the realigned intersection of Newington Road and Cinder Bed Road, no sooner than six (6) months but no later than nine months after the Cinder Bed Road garage begins operation. If the traffic warrant study determines that a traffic signal at this location is warranted, the Applicant shall design and install such traffic signal to VDOT specification. Construction of such signal shall be coordinated with FCDOT and VDOT. In lieu of installation of such signal, the Applicant may, in consultation with FCDOT and VDOT, escrow funds necessary for such signal. The amount of such funds shall be based on VDOT bonding guidelines.

21. The Applicant shall submit a scorecard of specific credits within the most current version of the U.S. Green Building Council's Leadership in Energy and Environmental Design—New Construction (LEED[®]-NC) rating system, or other LEED rating system determined to be applicable to the building(s) by the U.S. Green Building Council, that the applicant anticipates attaining, as part of the site plan submission and building plan submission. A professional engineer or architect shall provide certification statements at both the time of site plan review and the time of building plan review confirming that the items on the scorecard meet, if ultimately approved by the U.S. Green Building Council, a range of LEED credits that is no less than the minimum credits necessary to attain LEED certification of the project, up to the minimum number of credits necessary to attain LEED "Silver" certification.
22. A tree preservation plan shall be submitted as part of the first and all subsequent site plan submissions as follows.

A. Tree Preservation: A Tree Preservation Plan and Narrative shall be submitted as part of the first and all subsequent site plan submissions. The preservation plan and narrative shall be prepared by a Certified Arborist or a Registered Consulting Arborist, and shall be subject to the review and approval of the Urban Forest Management Division, DPWES.

The tree preservation plan shall include a tree inventory that identifies the location, species, critical root zone, size, crown spread and condition analysis percentage rating for all individual trees to be preserved, as well as all on and off-site trees, living or dead with trunks 8 inches in diameter and greater (measured at 4 ½ -feet from the base of the trunk or as otherwise allowed in the latest edition of the Guide for Plant Appraisal published by the International Society of Arboriculture) located within 25 feet to either side of the limits of clearing and grading. The tree preservation plan shall provide for the preservation of those areas shown for tree preservation, those areas outside of the limits of clearing and grading shown on the SE Plat, and those additional areas in which trees can be preserved as a result of final engineering. The tree preservation plan and narrative shall include all items specified in PFM 12-0506 and 12-0508. Specific tree preservation activities that will maximize the survivability of any tree identified to be preserved, such as: crown pruning, root pruning, mulching, fertilization, and others as necessary, shall be included in the plan.

B. Tree Preservation Walk-Through. A certified arborist shall be retained, and shall mark the limits of clearing and grading with a continuous line of flagging prior to the walk-through meeting. During the tree-preservation walk-through meeting, the certified arborist shall walk the limits of clearing and grading with an UFMD, DPWES, representative to determine where adjustments to the clearing limits can be made to increase the area of tree preservation and/or to increase the survivability of trees at the edge of the limits of clearing and grading, and such

adjustment shall be implemented. Trees that are identified as dead or dying may be removed as part of the clearing operation. Any tree that is so designated shall be removed using a chain saw and such removal shall be accomplished in a manner that avoids damage to surrounding trees and associated understory vegetation. If a stump must be removed, this shall be done using a stump-grinding machine in a manner causing as little disturbance as possible to adjacent trees and associated understory vegetation and soil conditions.

C. Limits of Clearing and Grading. The limits of clearing and grading shall be strictly conformed to as shown on the SE Plat, subject to allowances specified in these proffered conditions and for the installation of utilities and/or trails as determined necessary by the Director of DPWES, as described herein. If it is determined necessary to install utilities and/or trails in areas protected by the limits of clearing and grading as shown on the SE, they shall be located in the least disruptive manner necessary as determined by the UFMD, DPWES. A replanting plan shall be developed and implemented, subject to approval by the UFMD, DPWES, for any areas protected by the limits of clearing and grading that must be disturbed for such trails or utilities.

D. Tree Preservation Fencing: All trees shown to be preserved on the tree preservation plan shall be protected by tree protection fence. Tree protection fencing in the form of four (4) foot high, fourteen (14) gauge welded wire attached to six (6) foot steel posts driven eighteen (18) inches into the ground and placed no further than ten (10) feet apart or, super silt fence to the extent that required trenching for super silt fence does not sever or wound compression roots which can lead to structural failure and/or uprooting of trees shall be erected at the limits of clearing and grading as shown on the demolition, and phase I & II erosion and sediment control sheets, as may be modified by the "Root Pruning" proffer below.

All tree protection fencing shall be installed after the tree preservation walk-through meeting but prior to any clearing and grading activities, including the demolition of any existing structures. The installation of all tree protection fencing shall be performed under the supervision of a certified arborist, and accomplished in a manner that does not harm existing vegetation that is to be preserved. Three (3) days prior to the commencement of any clearing, grading or demolition activities, but subsequent to the installation of the tree protection devices, the UFMD, DPWES, shall be notified and given the opportunity to inspect the site to ensure that all tree protection devices have been correctly installed. If it is determined that the fencing has not been installed correctly, no grading or construction activities shall occur until the fencing is installed correctly, as determined by the UFMD, DPWES.

E. Root Pruning. The roots shall be pruned, as needed to comply with the tree preservation requirements of these proffers. All treatments shall be clearly identified, labeled, and detailed on the erosion and sediment control sheets of the subdivision plan submission. The details for these treatments shall be reviewed

and approved by the UFMD, DPWES, accomplished in a manner that protects affected and adjacent vegetation to be preserved, and may include, but not be limited to the following:

- Root pruning shall be done with a trencher or vibratory plow to a depth of 18 inches.
- Root pruning shall take place prior to any clearing and grading, or demolition of structures.
- Root pruning shall be conducted under the supervision of a certified arborist.
- An UFMD, DPWES, representative shall be informed when all root pruning and tree protection fence installation is complete.

F. Demolition of Existing Structures. The demolition of all existing features and structures within areas protected by the limits of clearing and grading shown on the SE Plat, with the exception of the stone entrance drive and concrete pipe culvert, shall be done by hand without heavy equipment and conducted in a manner that does not impact individual trees and/or groups of trees that are to be preserved as reviewed and approved by the UFMD, DPWES.

G. Site Monitoring. During any clearing or tree/vegetation/structure removal on the Applicant Property, a representative of the Applicant shall be present to monitor the process and ensure that the activities are conducted as proffered and as approved by the UFMD. The Applicant shall retain the services of a certified arborist to monitor all construction and demolition work and tree preservation efforts in order to ensure conformance with all tree preservation proffers, and UFMD approvals. The monitoring schedule shall be described and detailed in the Landscaping and Tree Preservation Plan, and reviewed and approved by the UFMD, DPWES.

23. Stormwater detention and water quality controls shall be provided in accordance with the PFM, as determined by DPWES.
24. Prior to site plan approval, the applicant shall submit a replanting/restoration plan for the areas in the RPA that are disturbed per an approved grading plan, in accordance with the standards of the Chesapeake Bay Preservation Ordinance for review and approval by the UFMD, DPWES. For those areas indicated as RPA on the SE Plat which will not be disturbed, the applicant shall submit documentation verifying that existing vegetation are in accordance with PFM requirements and is healthy.

25. The existing entrance road in the southern portion of the property shall be replaced with a channel to convey stormwater flow to Long Branch. This channel shall be designed and constructed in a manner so as to appear to be a naturalized channel. Special care shall be taken to control velocities as this new channel enters Long Branch. The design for said channel, which will include grading and landscaping, shall be submitted at the time of site plan review.
26. All work on the northern entrance road and stream crossing shall be completed in such a way to minimize disruptions to the RPA and Long Branch. Disturbed areas along the new roadway and underneath the proposed 60' CONSPAN arch will be restored.
27. To ensure that there is a forum for on-going discussion with the residential communities on the east side of Cinder Bed Road, the applicant shall meet with a Communications Committee comprised of a representatives from each of the homeowners and/or civic associations at the discretion of the Communications Committee but not more than twice a year. In addition, a dedicated telephone contact number for the WMATA bus facility shall be established and provided to the Lee and Mount Vernon District Supervisors' offices and to the members of the Communications Committee to report concerns regarding the operation of the WMATA bus facility. The dedicated telephone contact number shall be provided by the applicant prior to the issuance of a Non-Residential Use Permit for the WMATA bus facility and updated as necessary. Monitoring of the telephone contact line shall be performed on a daily basis and all calls shall be responded to within one business day.
28. The maximum permitted number of busses to utilize the facility shall be "phased" based upon the following schedule: upon issuance of a non-residential use permit (Non-RUP), no more than 80 busses shall use the facility. After two years from issuance of the Non-RUP, no more than 100 busses shall use the facility. After five years from issuance of the Non-RUP, no more than 125 busses shall use the facility. After seven years from issuance the Non-RUP, the maximum number of busses shall be 160, which is the total maximum for the facility.

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

The approval of this special exception does not interfere with, abrogate or annul any easement, covenants, or other agreements between parties, as they may apply to the property subject to this application.

Pursuant to Section 9-015 of the Zoning Ordinance, this Special Exceptions shall automatically expire, without notice, thirty (30) months after the date of approval unless,

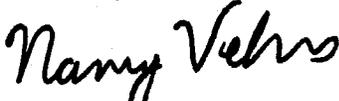
at a minimum, the use has been established or construction of the operations and maintenance building has commenced and been diligently prosecuted. The Board of Supervisors may grant additional time to establish the use or to commence construction if a written request for additional time is filed with the Zoning Administrator prior to the date of expiration of the Special Exception. The request must specify the amount of additional time requested, the basis for the amount of time requested, and an explanation of why additional time is required.

The Board also:

- Modified the interior parking lot landscaping requirements in favor of that shown on the SE Plat.

Please note that on February 3, 2011, the Planning Commission approved Public Facilities Application 2232-L10-017, noting that it satisfies the criteria of location, character, and extent, as specified in Section 15.2-2232 of the *Code of Virginia* and is substantially in accord with the provisions of the Comprehensive Plan.

Sincerely,

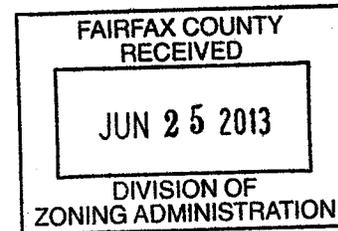


Nancy Vehr
Clerk to the Board of Supervisors
NV/ph

Cc: Chairman Sharon Bulova
Supervisor Jeff McKay, Lee District
Janet Coldsmith, Director, Real Estate Division, Dept. of Tax Administration
Barbara C. Berlin, Director, Zoning Evaluation Division, DPZ
Diane Johnson-Quinn, Deputy Zoning Administrator, Dept. of Planning and Zoning
Angela K. Rodeheaver, Section Chief, Transportation Planning Division
Ken Williams, Plans & Document Control, ESRD, DPWES
Department of Highways-VDOT
Sandy Stallman, Park Planning Branch Manager, FCPA
Charlene Fuhrman-Schulz, Development Officer, DHCD/Design Development Division
District Planning Commissioner
Karyn Moreland, Chief Capital Projects Sections, Dept. of Transportation



June 19, 2013



Leslie B. Johnson
 Zoning Administrator
 Department of Planning and Zoning
 Fairfax County Virginia
 12055 Government Center Parkway
 Fairfax, Virginia 22035-5505

RE: Special Exception Application SE 2010-LE-017
 Request for Extension

Dear Ms. Johnson:

The Washington Metropolitan Area Transit Authority (WMATA) requests that the Fairfax County Board of Supervisors extend the above-referenced Special Exception pursuant to Zoning Ordinance Section 9-015 for the period of one additional year because litigation challenging the Special Exception has prevented WMATA from commencing construction on the project. WMATA has nevertheless diligently pursued the project by completing the design of the bus facility and submitting permit applications. Therefore, the Board of Supervisors may approve the request for additional time as consistent with the public interest.

On March 9, 2011, the Fairfax County Board of Supervisors approved the above-referenced Special Exception for WMATA to construct a bus facility on property located at 7828, 7901, 7909, 7915 Cinder Bed Road. The Special Exception shall expire thirty months after the date of approval on or about September 9, 2013. WMATA has been unable to commence construction within the thirty months because after approval of the Special Exception, a homeowners association filed suit in Fairfax County Circuit Court challenging the Board of Supervisors' approval of the Special Exception. On April 17, 2012, the Circuit Court dismissed the case, *Newberry Station Homeowners Association, Inc. v. Board of Supervisors of Fairfax County, Virginia*, Case No. 2011-5030. Thereafter, the homeowners association appealed the dismissal to the

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Virginia Supreme Court. On April 18, 2013, the Virginia Supreme Court affirmed the Circuit Court and dismissed the appeal *Newberry Station Homeowners Association, Inc. v. Board of Supervisors of Fairfax County, Virginia*, Case No. 121209. On May 20, 2013, the homeowners association filed a Petition for Rehearing with the Virginia Supreme Court which was denied by the Court on Friday June 14, 2013. WMATA requests an extension of one year because the litigation prevented WMATA from commencing construction.

During the pendency of the litigation, WMATA has diligently pursued the project. Instead of delaying the design of the project until resolution of the legal process, WMATA incurred substantial costs of approximately Three Million Dollars to complete the design of the bus facility and begin the permit process. WMATA instructed its designer, Wendel, to submit the rough grading permit and building permit applications to Fairfax County. Fairfax County has provided comments to Wendel in the Spring of 2013 and Wendel is in the process of responding to those comments and revising the drawings to address Fairfax County's comments. WMATA expects that Wendel will respond to the comments by the end of June 2013 with building permits issued in the fall of 2013.

The Fairfax County Zoning Ordinance Section 9-015 permits the Board of Supervisors to approve an extension to a Special Exception when (1) the request is filed in writing with the Zoning Administrator prior to the expiration date of the Special Exception and specifies the basis for and the amount of additional time requested including an explanation of why the use has not been established or construction commenced and diligently prosecuted in accordance with the time specified in the approval of the special exception and (2) it is determined by the Board that the use is in accordance with all applicable provisions of the Zoning Ordinance and that approval of additional time is consistent with the public interest. The request is timely as the Special Exception will not expire until September 9, 2013. WMATA has explained that litigation has prevented WMATA from commencing construction, but has diligently pursued the project by obtaining permits so construction may commence when the litigation is resolved. WMATA requires a one year extension to the Special Exception because the litigation which commenced in April 2011 was only finally resolved on June 14, 2013. Finally, the extension of the Special Exception is consistent with the public interest. The Special Exception provides for a new WMATA bus facility to provide transit bus

Leslie B. Johnson
Special Exception Application SE 2012-LE-017
June 19, 2013
Page 3

service to Fairfax County and the neighboring jurisdictions. Accordingly, WMATA requests that the Board of Supervisors grant a one year extension Special Exception Application SE 2010-LE-017.

Sincerely,



John D. Thomas, PE
Director, Office of Major Capital Projects

cc: Beth Teare, Deputy County Attorney
Office of the County Attorney for Fairfax County

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Board Agenda Item
October 8, 2013

ADMINISTRATIVE – 3

Streets into the Secondary System (Dranesville District)

ISSUE:

Board approval of a street to be accepted into the State Secondary System.

RECOMMENDATION:

The County Executive recommends that the street(s) listed below be added to the State Secondary System.

Subdivision

Betty M. Meadows
(Meadows Farm Nursery)

District

Dranesville

Street

Leesburg Pike (Route 7)
(Additional Right-of-Way Only)

TIMING:

Routine.

BACKGROUND:

Inspection has been made of this street, and it is recommended for acceptance into the State Secondary System.

FISCAL IMPACT:

None.

ENCLOSED DOCUMENTS:

Attachment 1 – Street Acceptance Form

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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Board Agenda Item
October 8, 2013

ADMINISTRATIVE – 4

Supplemental Appropriation Resolution AS 14080 for Various Fairfax Agencies to Accept Department of Homeland Security Urban Areas Security Initiative Subgrant Awards from the Government of the District of Columbia Homeland Security and Emergency Management Agency

ISSUE:

Board approval of Supplemental Appropriation Resolution AS 14080 in the amount of \$13,078,245 for Fairfax County to accept Department of Homeland Security (DHS) FY 2013 Urban Areas Security Initiative (UASI) subgrant awards from the State Administrative Agency (SAA). These funds are made available by DHS through the District of Columbia, which is serving as the State Administrative Agency. DHS provides financial assistance to address the unique planning, training, equipment, and exercise needs of high-threat, high-density urban areas to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from acts of terrorism. The grant period for the FY 2013 subgrant awards are retroactive from September 1, 2013 through December 31, 2014 or May 31, 2015, depending on the award. No Local Cash Match is required.

RECOMMENDATION:

The County Executive recommends that the Board approve Supplemental Appropriation Resolution AS 14080 in the amount of \$13,078,245. These funds will be used by various County agencies to enhance security and overall preparedness by implementing the projects summarized in Attachment 1. All projects will be implemented in accordance with the program guidance documents. Funding will continue to support 4/4.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires. No Local Cash Match is required.

TIMING:

Board Approval is requested on October 8, 2013. It should be noted that final confirmation of all grant award notices from the grantor occurred in mid-September 2013. Therefore, this Board item is being presented at the earliest subsequent Board meeting scheduled for October 8, 2013.

BACKGROUND:

The Homeland Security Grant Program (HSGP) provides Urban Areas Security Initiative (UASI) funds from the Department of Homeland Security as financial assistance to high risk urban areas, as defined in legislation, in order to address the unique planning, equipment, training, and exercise needs of those areas. These funds can also be used to build or sustain an enhanced capacity to prevent, respond to, and recover from acts of terrorism. These funds, however, may not be used to supplant ongoing, routine public safety activities, the hiring of staff for operational activities, or the construction and/or renovation of facilities. Fairfax County is one of 12 jurisdictions that currently comprise the National Capital Region (NCR) as defined in the HSGP guidelines.

The UASI funding allocations are determined by a formula based on credible threat, presence of critical infrastructure, vulnerability, population, and other relevant criteria. Grant awards are made to the identified urban area authorities through State Administrative Agencies. The NCR process for allocation of the UASI funds included the development of concept papers that were vetted and endorsed by the Metropolitan Washington Council of Governments (MWCOC) Regional Emergency Support Function (RESF) committees, review of proposals by the Chief Administrative Officers (CAO) committee, preparation and submission of project proposals and application documents by the RESFs, prioritization of proposals by the CAOs, and ultimately the development of funding recommendations by the CAOs. The Senior Policy Group (SPG) then reviewed and recommended proposals and forwarded selected proposals to the SAA for awards.

Funded projects are typically regional in nature with benefits to multiple jurisdictions. In order to effectively implement these projects, a single jurisdiction is being identified to act as a recipient of a subgrant award to handle all of the financial management, audit, procurement, and payment provision of the subgrant award and grant program. Several Fairfax County agencies including the Office of Emergency Management, Police Department, Fire and Rescue Department, Office of Public Affairs, and the Department of Information Technology are expected to act as subgrantees for these funds. A listing of all the subgrant awards being requested for acceptance is attached along with a synopsis for each project. Individual awards are also attached to support requested acceptance.

FISCAL IMPACT:

Grant funding in the amount of \$13,078,245 is available in the DHS UASI grant funds through the District of Columbia. These funds will be used to enhance capabilities in the Office of Emergency Management, Police Department, Fire and Rescue Department, Public Affairs, and Department of Information Technology. This action does not increase the expenditure level in the Federal-State Grant Fund, as funds are

Board Agenda Item
October 8, 2013

held in reserve for Homeland Security grant awards received in FY 2014. Indirect costs are recoverable for some of these awards. No Local Cash Match is required.

CREATION OF NEW POSITIONS:

Grant funding will continue to support 4/4.0 FTE existing grant positions. The County is under no obligation to continue these positions when the grant funding expires.

ENCLOSED DOCUMENTS:

Attachment 1 – Grant Award Summary

Attachment 2 – Grant Award Documents

Attachment 3 – Supplemental Appropriation Resolution AS 14080

STAFF:

David Rohrer, Deputy County Executive

David McKernan, Coordinator, Office of Emergency Management

Richard Bowers, Chief, Fire and Rescue Department

Edwin C. Roessler Jr., Chief, Police Department

Wanda Gibson, Director, Department of Information Technology

Merni Fitzgerald, Director, Office of Public Affairs

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Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis	
FY 2013 UASI AWARDS AND APPLICATIONS											
1	Radio Cache (VA Maintenance)	FY2013	112,203.00	Received	Continuation	Fire and Rescue Department	Ken Neumann	0.0 FTE	9/1/2013	5/31/2015	Providing ongoing logistical support to the National Capital Region radio cache housed in Fairfax County and to support training and exercise initiatives, or cache deployment for emergency responses and personnel.
2	Incident Management Team	FY2013	251,045.00	Received	Continuation	Fire and Rescue Department	Mark Rohr	0.0 FTE	9/1/2013	5/31/2015	Continued funding to ensure the NCR- Incident Management Team (NCR-IMT) receives adequate position specific training to develop and maintain capability, capacity, and proficiency in all functional areas. The NCR-IMT is comprised of 75 members from fire, emergency medical services (EMS), law enforcement, and public health agencies from the participating Council of Governments (COG) jurisdictions.
3	Structural PPE Replacement	FY2013	2,100,000.00	Received	Continuation	Fire and Rescue Department	BC Rodney Colbert	0.0 FTE	9/1/2013	5/31/2015	Continue funding to provide enhanced response and protection for first responders against chemical, biological, radiological, and nuclear events. Sustainment of first responder personal protective equipment and replacement of equipment which has reached its full life span.
4	Intelligence Analysis (Fire)-VA	FY2013	230,526.00	Received	Continuation	Fire and Rescue Department	Capt. Jared Goff	1.0 FTE	9/1/2013	5/31/2015	Continue funding to for matter experts in fire and emergency medical services to participate in information/intelligence analysis and fusion center activities.
5	NCR Web EOC (Maintenance and License for the NCR)	FY2013	1,044,750.00	Received	Continuation	Office of Emergency Management	Roy Shrout	0.0 FTE	9/1/2013	5/31/2015	Continued funding to further enhance the WebEOC system within the NCR area and increase the interoperability with local and Federal Partners; as well as to expand the common operating picture within the National Capital Region
6	NIMS Compliance Officer	FY2013	117,685.00	Received	Continuation	Office of Emergency Management	Alfred Mullins	1.0 FTE	9/1/2013	12/31/2014	Continued funding for a position and supporting equipment/supplies within the Office of Emergency Management for a National Incident Management (NIMS) Compliance Coordinator whose purpose is to evaluate and implement the NIMS within all applicable County agencies and partners.
7	Exercise & Training Officer	FY2013	137,269.00	Received	Continuation	Office of Emergency Management	TBD	1.0 FTE	9/1/2013	12/31/2014	Continued funding for a position and supporting equipment/supplies within the Office of Emergency Management to support design, development and implementation of a county and regional Department of Homeland Security compliant training and exercise program.
8	Text Alert Notification System (Maintenance)	FY2013	735,000.00	Received	Continuation	Office of Emergency Management	Roy Shrout	0.0 FTE	9/1/2013	5/31/2015	Payment of the yearly maintenance costs for the National Capital Region's Roam Secure alerting system, includes EAN and CEAN.
9	Volunteer & Citizen Corps Programs	FY2013	282,000.00	Received	Continuation	Office of Emergency Management	Albernard Bass	0.0 FTE	9/1/2013	5/31/2015	Continuation of efforts to recruit and retain affiliated volunteers in Fairfax County and to expand and integrate the local regional coordination mechanism and capacity to mobilize large numbers of volunteers (spontaneous and affiliated) for response to a catastrophic natural or terrorism event.
10	NCR Regional Planner	FY2013	124,544.00	Received	Continuation	Office of Emergency Management	TBD	1.0 FTE	9/1/2013	12/31/2014	Continued funding for a position and supporting equipment/supplies within OEM. The planner will participate in development of NCR regional planning products to correct gaps that have been identified through assessments such as EMAP, event/exercise after action reports and jurisdictional self-assessments. Planners will be involved in both local and regional planning projects on a constant basis.

Project Title	Program Year	Award Amount	Award Status	Award Type	Implementing County Agency	Program Manager	Positions	Begin Date	End Date	Project Synopsis
11 EMNet - (Annual Maintenance)	FY2013	30,160.00	Received	Continuation	Office of Emergency Management	Sulayman Brown	0.0 FTE	9/1/2013	5/31/2015	Payment of the yearly maintenance costs for the National Capital Region jurisdictions network backup systems. Renewal for 2 years
12 Intelligence Analysis (PD)-VA	FY2013	927,430.00	Received	Continuation	Police Department	John Piper	0.0 FTE	9/1/2013	5/31/2015	Continued funding for contracted intelligence analysts who support the National Capital Region. These analysts complete detailed reports in a timely manner any time something occurs in the world that may have an impact on the region. This information is provided to our first responders to increase their ability to detect, deter, and disrupt such planning activity to prevent attack.
13 Mobile Automated Fingerprint Identification System (Maintenance)	FY2013	2,500,000.00	Received	Continuation	Police Department	Dave Russell	0.0 FTE	9/1/2013	5/31/2015	Continued funding for the National Capital Region's (NCR) automated fingerprint identification systems. The standard warranty contract to be developed will allow for uniform maintenance and conformity through the NCR
14 Virtual Joint Information Center Support	FY2013	73,567.00	Received	New	Office of Public Affairs	Brian Worthy	0.0 FTE	9/1/2013	5/31/2015	Support for the National Capitol Region Updates website. Improving and increasing collaboration with ESF 15 and regional communication projects.
15 CAD to CAD Maintenance	FY2013	1,483,000.00	Received	Continuation	Department of Information Technology	Steve Brundage	0.0 FTE	9/1/2013	5/31/2015	Provides sustainment funding for seamless, real-time data interoperability between disparate CAD Systems in daily use by first responders in NOVA and paves the way for expansion into Maryland. It will fund: (1) infrastructure hosting services, core software refresh and 24x7 maintenance/operations spt.; (2) maintenance of CAD System vendor enhancements; (3) vendor enhancements/testing/integration spt.; (4) data mapping to universal CAD2CAD data types; (5) dev/testing; and (6) technical and project management resources to support day-to-day operations.
16 Interoperable Communications Infrastructure (ICI) (Sustainment)	FY2013	2,929,066.00	Received	Continuation	Department of Information Technology	Steve Brundage	0.0 FTE	9/1/2013	5/31/2015	Continued sustainment of the investments in the NCRNet and identity authentication services for regional applications. Services for technical, financial, and management functions supporting the NCR Interoperable Communications Infrastructure (ICI) for governance, operations, and other regional activities.
Total:		13,078,245.00					4.0 FTE			



GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Radio Cache - Virginia (Maintenance)**
- Amount **\$112,203.00**
- Project ID **13UASI529-01**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
- District of Columbia Homeland Security and Emergency Management Agency FY 2013 Terms & Conditions
- US Department of Homeland Security Grant Agreement Articles

Print name

Print title

Signature

Date



GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Incident Management Team (Continuation)**
- Amount **\$251,045.00**
- Project ID **13UASI529-03**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Structural PPE Replacement (Continuation)**
- Amount **\$2,100,000.00**
- Project ID **13UASI529-02**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
- District of Columbia Homeland Security and Emergency Management Agency FY 2013 Terms & Conditions
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Fire and Rescue Department**
- Project Title **Fire Intelligence Analyst (Continuation)**
- Amount **\$230,526.00**
- Project ID **13UASI529-04**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
- District of Columbia Homeland Security and Emergency Management Agency FY 2013 Terms & Conditions
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **WebEOC (Maintenance)**
- Amount **\$1,044,750.00**
- Project ID **13UASI531-06**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **NIMS Compliance Officer - Fairfax County (Continuation)**
- Amount **\$117,685.00**
- Project ID **13UASI531-02**

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

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Exercise and Training Officer - Fairfax County (Continuation)**
- Amount **\$137,269.00**
- Project ID **13UASI531-01**

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

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Text Alert Notification (Maintenance)**
- Amount **\$735,000.00**
- Project ID **13UASI531-05**

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

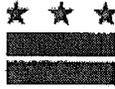
- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Volunteer & Citizen Corps Programs - Fairfax County
(Continuation)**
- Amount **\$282,000.00**
- Project ID **13UASI531-03**

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

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE

SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **Regional Planning - Fairfax County (Continuation)**
- Amount **\$124,544.00**
- Project ID **13UASI531-04**

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

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Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Emergency Management**
- Project Title **EMNet (Continuation) (VA 5%)**
- Amount **\$30,160.00**
- Project ID **13UASI531-07**

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

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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Police Department**
- Project Title **Intelligence Analysis - VA (Continuation)**
- Amount **\$927,430.00**
- Project ID **13UASI533-01**

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

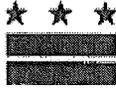
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Police Department**
- Project Title **AFIS Maintenance**
- Amount **\$2,500,000.00**
- Project ID **13UASI533-02**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Office of Public Affairs**
- Project Title **Virtual Joint Information Center Support**
- Amount **\$73,567.00**
- Project ID **13UASI532-01**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Department of Information Technology**
- Project Title **CAD to CAD Maintenance (Continuation)**
- Amount **\$1,483,000.00**
- Project ID **13UASI583-01**

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

- FY 2013 Homeland Security Grant Program Funding Opportunity Announcement
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GOVERNMENT OF THE DISTRICT OF COLUMBIA

Homeland Security and Emergency Management Agency

**FISCAL YEAR 2013 HOMELAND SECURITY GRANT PROGRAM
URBAN AREAS SECURITY INITIATIVE**

**SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

- Subgrantee **Fairfax County Department of Information Technology**
- Project Title **Interoperable Communications Infrastructure (ICI) Sustainment**
- Amount **\$2,929,066.00**
- Project ID **13UASI583-02**

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

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SUPPLEMENTAL APPROPRIATION RESOLUTION AS 14080

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 October 8, 2013, at which a quorum was present and voting, the following resolution was adopted:

BE IT RESOLVED by the Board of Supervisors of Fairfax County, Virginia, that in addition to appropriations made previously for FY 2014, the following supplemental appropriation is authorized and the Fiscal Planning Resolution is amended accordingly:

Appropriate to:

Fund:	500-C50000, Federal-State Grant Fund	
Agency:	G7070, Department of Information Technology	\$4,412,066
Grants:	1HS0037, Interoperable Communications Infrastructure Sustainment 1HS0036, CAD to CAD Maintenance	
Agency:	G1313, Office of Public Affairs	\$73,567
Grant:	1HS0069, Virtual Joint Information Center Support	
Agency:	G9090, Police Department	\$3,427,430
Grant:	1HS0026, Intelligence Analysis 1HS0043, Mobile AFIS Maintenance	
Agency:	G9292, Fire and Rescue Department	\$2,693,774
Grants:	1HS0040, Incident Management Team 1HS0041, Intel Analyst 1HS0047, Radio Cache Maintenance 1HS0049, Structural PPE Replacement	
Agency:	G9393, Office of Emergency Management	\$2,471,408
Grants:	1HS0031, NCR Regional Planning 1HS0035, Exercise and Training Officer 1HS0038, EMNet 1HS0045, NIMS Compliance Officer 1HS0050, Text Alert Notification System Maintenance 1HS0051, Volunteer Initiatives 1HS0052, WebEOC Maintenance	

Reduce Appropriation to:

Agency:	G8787, Unclassified Administrative Expenses	\$13,078,245
Fund:	500-C50000, Federal-State Grant Fund	

Source of Funds: U.S. Department of Homeland Security, \$13,078,245

A Copy - Teste:

Catherine A. Chianese
Clerk to the Board of Supervisors

Board Agenda Item
October 8, 2013

ACTION – 1

Approval of an Interagency Agreement Between the Fairfax County Police Department and the Virginia State Police for the NOVA / DC Internet Crimes Against Children Taskforce (ICAC)

ISSUE:

Board of Supervisors' approval of an agreement between the Fairfax County Police Department and the Virginia State Police (VSP) for the NOVA / DC Internet Crimes Against Children Taskforce (ICAC) authorizing VSP to compensate the County for participation in this program, of which VSP intends to allocate a maximum of \$40,000 to offset the ICAC related costs (salaries, overtime, vehicle expenses, equipment, training, etc.) of one full-time sworn investigator over the 2013/2014 fiscal period.

RECOMMENDATION:

The County Executive recommends that the Board of Supervisors authorize the Chief of Police to sign the Interagency Agreement between the Police Department and the Virginia State Police.

TIMING:

Board action is requested on October 8, 2013.

BACKGROUND:

On November 15, 2007, the Police Department entered into a Memorandum of Understanding (MOU) with the Virginia State Police to combat Internet crimes against children and other crimes related to the exploitation of children (Attachment 1). This MOU is currently in effect. The Police Department continues to work closely with the Virginia State Police and neighboring jurisdictions to address crimes against children in Fairfax County and throughout the region. An addendum to the MOU in the form of an interagency agreement (Attachment 2) is required to authorize the Virginia State Police to compensate the County for incurred expenses (salaries, overtime, vehicle expenses, equipment, training, etc.) of one full-time sworn investigator over the 2013/2014 fiscal period in the amount of \$40,000.00 (\$10,000.00 per quarter) beginning July 1, 2013 through June 30, 2014.

The benefit of the task force includes the use of certain technical investigative support and surveillance systems, sharing of investigative information, personnel resources, equipment, and the leveraging of state and federal law to combat the emerging criminal

Board Agenda Item
October 8, 2013

exploitation of children activity operating within Fairfax County and regionally. This task force has no effect on personnel, resources or expenditures outside the Department's normal operating expenses, and its mission is consistent with that of the Department.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 - Memorandum of Understanding between the Virginia State Police and Fairfax County Police Department dated November 19, 2007

Attachment 2 - Interagency Agreement between Virginia State Police and Fairfax County Police Department.

STAFF:

David M. Rohrer, Deputy County Executive

Colonel Edwin C. Roessler, Police Chief

Karen L. Gibbons, Senior Assistant County Attorney

NOVA/DC ICAC TASK FORCE
MEMORANDUM OF UNDERSTANDING
(MOU)

The Northern Virginia / Washington DC (NOVA/DC) Internet Crimes Against Children (ICAC) Task Force is a partially grant-funded, multi-agency endeavor. The Virginia State Police is the recipient of the Department of Justice ICAC grant. This Memorandum of Understanding (MOU) is entered into by and between the following agencies:

The Virginia State Police and The Fairfax County Police

Items in this MOU shall not be construed as limiting or impeding the basic spirit of cooperation that exists between the participating agencies.

I. Mission

The mission of the ICAC Task Force is to identify, apprehend, and prosecute sexual predators who exploit children through the use of computers and the Internet, and to sponsor community education efforts regarding the prevention of internet crimes against children. The task force also seeks to enhance the effectiveness of participant agencies by providing investigative training to employees of each agency.

II. Purpose

The purpose of this MOU is to delineate the responsibilities of the ICAC Task Force, maximize inter-agency cooperation and formalize relationships between participant agencies for policy guidance, supervision, planning, training, and public and media relations. It is the desire of the participating agencies to attain maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing internet crimes against children.

III. Direction

All participants acknowledge that the task force is a joint operation in which all agencies act as partners; however, the Virginia State Police is directly responsible for the policy and direction of the task force and grant management. The NOVA/DC ICAC Task Force Coordinator will periodically contact supervisors and investigators from participating agencies to keep them informed of issues relevant to ICAC operations. Activities of the ICAC Task Force are further governed by and participating agencies agree to abide by Operational and Investigative Standards of the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (DOJ/OJJDP) incorporated in this MOU by reference.

IV. Personnel

The Virginia State Police will commit the resources of the Task Force Coordinator (Special Agent), one Criminal Investigator (Special Agent) and other personnel as determined by the NOVA/DC ICAC Commander. Computer forensic analysis will be available through the Virginia State Police Computer Evidence Recovery Unit (CERU). Assignment of member personnel to the ICAC Task Force will be at the discretion of the respective agency heads/supervisors. Each participating agency, upon request, will be provided with an update regarding the direction and accomplishments of the task force.

NOVA/DC ICAC TASK FORCE

V. Investigations and Deconfliction

All ICAC Task Force investigations will be conducted in a spirit of cooperation. It is agreed that unilateral acts on the part of employees involved in task force investigations are not in the best interest of the task force. Agency participation in the task force means that when an ICAC Task Force case is developed in a member agency's jurisdiction, either by that agency or through another agency or means, the member agency will be given the opportunity to conduct or assist in the investigation. Cross jurisdictional investigations within the NOVA/DC ICAC territory shall be coordinated between the affected agencies. When investigations are developed in jurisdictions outside the NOVA/DC ICAC assigned territory, the involved affiliate agency will advise the NOVA/DC ICAC Task Force Coordinator as soon as possible. The NOVA/DC ICAC Task Force Coordinator will ensure contact is made with the affected ICAC Task Force and facilitate cooperation. This does not preclude the NOVA/DC ICAC affiliate agencies from contacting any cooperating law enforcement agency at any time to initiate or further an investigation.

VI. Prosecution

The criteria for determining whether to prosecute a particular violation in county, state or federal court will focus on achieving the greatest overall benefit to the public. Any question arising pertaining to jurisdiction will be resolved through discussions among the investigative and prosecutorial agencies having jurisdiction in the matter. When joint jurisdiction exists, this MOU does not preclude additional prosecution(s) in other jurisdictions.

VII. Prevention and Education Activities

Member agencies may conduct education and prevention programs within their jurisdictions to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business community, and other individuals concerned about Internet child safety issues. Presenters shall not discuss investigative techniques utilized by the ICAC Task Force. Requests for services/presentations received by the Task Force Coordinator will be forwarded to the affected member agency.

VIII. Statistics

All activity related to the core mission of the ICAC task force will be reported and submitted to the Task Force Coordinator by the 15th day of each month. A standardized electronic form will be provided. This form gathers such information as: community education, law enforcement training, subpoenas, arrests and number of cases worked. Information/statistics submitted on this form must be substantiated by investigative case files or other member agency documentation for DOJ/OJJDP audit purposes.

IX. Media Relations and Releases

Case specific media release information regarding task force operations will be coordinated and made jointly by all participant agencies. No unilateral press releases regarding individual cases will be made by any participating agency without the prior approval of the other participants. Media releases shall not include information regarding specific investigative techniques. Member agencies may engage in general media relations to promote the work of the task force. National Media contact shall only be made after prior approval is obtained by the National ICAC program manager. The Task Force Coordinator will assist in this process.

NOVA/DC ICAC TASK FORCE

Page 3.

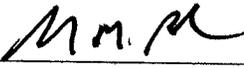
X. Training

ICAC Task Force members will have priority in the recommendation for training opportunities to improve and enhance the job skills required to combat internet crimes against children. Training costs will be defrayed as much as possible through grant funding.

XI. Duration

This MOU will remain in effect unless either party terminates the agreement. Task Force member agencies may withdraw their participation in this MOU at any time by providing two weeks written notice of their intent to withdraw. Upon withdrawing from the task force, equipment assigned to member agencies will be returned to the Task Force Coordinator.

AGENCY INFORMATION

Agency Head or Designee:  Colonel David M. Rohrer
Signature Title/Printed Name

Agency: Fairfax County Police Department Address: 4100 Chain Bridge Rd
Fairfax, VA 22030

Telephone(s): 703-246-2195 E-Mail Address: chief@fairfaxcounty.gov

ICAC INFORMATION

 11/15/2007
ICAC Task Force Commander Date

INTERAGENCY AGREEMENT
Between The
Virginia State Police for the
Northern Virginia / District of Columbia (NOVA/DC)
Internet Crimes Against Children Task Force (ICAC)
And
Fairfax County Police
Under A Grant From
The Virginia Department of Criminal Justice Services

July 30, 2013

This Interagency Agreement ("IA") is entered into by the Virginia State Police (VSP) and the Fairfax County Police.

WHEREAS, the VSP has been designated as the recipient of grant funds (grantee) by the Virginia Department of Criminal Justice Services (DCJS), for the purpose of detecting, investigating, and preventing internet crimes against children; and

WHEREAS, the Fairfax County Police (sub-grantee) has provided ongoing expertise and assistance with these activities and efforts in previously funded ICAC Program grants managed by VSP; and

WHEREAS, it is the express intent of both VSP and Fairfax County Police, as well as DCJS that this partnership continues especially as it relates to a sworn investigator who is highly trained and experienced in the field of child pornography and child exploitation investigations or who possesses the potential for expertise; and

WHEREAS, DCJS will provide VSP with additional grant funds for this program, of which VSP intends to allocate a **maximum of \$40,000** to offset the ICAC related costs (salaries, overtime, vehicle expenses, equipment, training, etc.) of one (1) full-time sworn investigator over the 2013/2014 fiscal period; expiring June 30, 2014; and

WHEREAS, the VSP has the authority to execute this IA including any amendments and/or revisions thereof in order to distribute funds provided under this grant in a manner consistent with the intent of said award and in furtherance of the ICAC program administered by the United States DOJ/OJJDP.

NOW THEREFORE, it is agreed by the parties hereto that:

- A. Fairfax County Police shall assign one (1) sworn investigator on a full-time basis to the ICAC project through June 30, 2014.
- B. Fairfax County Police shall invoice VSP on a quarterly basis for an amount not to exceed \$10,000 per quarter, while the investigator is assigned to the ICAC project. (Last quarter reimbursement must be made prior to May 15, 2014 This is to ensure accounting reconciliation) Exceptions to the per-quarter threshold may be granted on a case-by-case basis by the NOVA/DC ICAC Commander. Further, should additional funds become available during the agreed upon period, this agreement may be amended by written

correspondence from the NOVA/DC ICAC Commander to permit the expenditures of the additional funds.

- C. VSP shall make every effort to process the invoices in a timely manner and consistent with prompt payment procedures, so that Fairfax County Police is reimbursed at the agreed-upon rate and as soon after the conclusion of the reporting quarter as feasible. Reimbursement to Fairfax County Police will be limited to actual expenses documented and submitted to VSP. All reimbursement requests shall be accompanied by original receipts for previously approved ICAC-related expenditures and a properly executed invoice signed by the officer or the officers executing this agreement; and shall be submitted to Captain Kirk S. Marlowe, Virginia State Police P.O. Box 27472 Richmond, Virginia 23261. Additional supporting documentation shall be made available by Fairfax County Police upon request to comply with grant documentation requirements and/or audits. The grantee (VSP) is responsible for submitting quarterly reports to DCJS and the Office of Juvenile Justice and Delinquency Prevention (OJJDP) at the conclusion of the quarter. Accordingly, required Performance Measure documentation must be submitted to the ICAC Task Force Coordinator by the 10th day of the last month of each quarter in order for Fairfax County Police to receive reimbursement.
- D. Fairfax County Police, as a sub-grantee agrees to comply with performance measure reporting requirements as it relates to the assigned sworn investigator. While it is anticipated that the duration of this grant funding will enable state and local governments to staff the agreed upon position, it is not a requirement of this grant for the grantee or sub-grantee to maintain this position upon the cessation of funding.
- E. Fairfax County Police, as a sub-grantee, agrees to comply with any additional requirements or special conditions which DCJS or OJJDP may require. Fairfax County Police agrees to comply with any "sub recipient monitoring" and financial reporting requirements that VSP may require including timesheet documentation for the assigned sworn investigator. A certification that all reimbursed expenses are grant funded and dedicated for ICAC purposes shall be submitted with the quarterly invoice and/or payroll documentation.
- F. This IA may be modified only by a written document signed by all parties, and no oral understanding or agreement shall be binding on the parties.
- G. In the event the grant is terminated by DCJS or the participation of Fairfax County Police is altered substantially, this IA shall become null and void.

Captain Kirk S. Marlowe
Virginia State Police

Date

Colonel Edwin C. Roessler
Chief of Police
Fairfax County Police

Date

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ACTION - 2

Approval of a Memorandum of Understanding Between the Fairfax County Police Department and the Federal Bureau of Investigation (FBI)

ISSUE:

Board approval of a Memorandum of Understanding and its related enhancement between the Fairfax County Police Department and the Federal Bureau of Investigation (FBI) regarding the Child Exploitation Task Force (CETF).

RECOMMENDATION:

The County Executive recommends the Board authorize the Chief of Police to sign the Memorandum of Understanding and its related enhancement between the Police Department and the Federal Bureau of Investigation, Child Exploitation Task Force (CETF).

TIMING:

Board of Supervisors' action is requested on October 8, 2013.

BACKGROUND:

This Memorandum of Understanding delineates the responsibilities within the task force to maximize interagency cooperation and formalize the relationships between the member agencies. The agreement also authorizes financial reimbursement from the Federal Bureau of Investigation to the Fairfax County Police Department in the form of overtime paid for the use of Department personnel.

The mission of the CETF is to provide a rapid, proactive, and intelligence-driven investigative response to the sexual victimization of children and other crimes against children; to identify and rescue child victims; to reduce the vulnerability of children to sexual exploitation and abuse; to reduce the negative impact of domestic and international parental rights disputes; and to strengthen the capabilities of the FBI and federal, state, local, and international law enforcement through training, intelligence-sharing, technical support, and investigative assistance.

The enhancement to the CETF Memorandum of Understanding clarifies the direction of personnel working within the task force in regard to assignment and investigations.

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FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment 1 - Memorandum of Understanding between Fairfax County Police Department and the Federal Bureau of Investigation Child Exploitation and Task Force (CETF)

Attachment 2 - Enhancement to the Child Exploitation and Task Force (CETF) Memorandum of Understanding

STAFF:

David M. Rohrer, Deputy County Executive

Colonel Edwin C. Roessler Jr., Chief of Police

Karen L. Gibbons, Senior Assistant County Attorney

8. Responsibility for conduct, not under the direction of the SAC or SSA, of each CETF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of its respective employees.
9. Each CETF member will be subject to the laws, regulations, policies, and personnel rules applicable to those of his or her respective agency.
10. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.
11. Each CETF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU or SOP.
12. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF.
13. The defined priority threats that are aligned with the mission of the CETFs are:
 - a. **Child Abductions**
 - Non-ransom child abductions
 - Domestic parental kidnapping
 - b. **Sexual Exploitation of Children Enterprises**
 - Domestic Child Prostitution
 - Online Networks and Enterprises
 - c. **Contact Offenses Against Children**
 - Domestic travel with intent to engage in illegal sexual activity with a minor
 - Child Sex Tourism – travel abroad to engage in commercial sexual exploitation of a child under the age of 18
 - Production of Child Pornography
 - Coercion/enticement of a minor
 - d. **Trafficking of Child Pornography**
 - Mass Distribution of Child Pornography
 - Possession of Child Pornography
 - e. **International Parental Kidnapping**
 - International Parental Kidnapping
 - f. **Other Crimes Against Children**
 - All other crimes against children violations within the FBI's jurisdiction should be investigated in accordance with available resources

RESOURCE CONTROL

14. The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF, including personnel, as well as the continued dedication of those resources. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

REPORTS AND RECORDS

15. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the CETF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SALARY/OVERTIME COMPENSATION

16. The FBI and Participating Agency agree to assume all personnel costs for their CETF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency.
17. Subject to funding availability and legislative authorization, the FBI may reimburse to Participating Agency the cost of overtime worked by non-federal CETF members assigned full-time to CETF, provided overtime expenses were incurred as a result of CETF-related duties. A separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and Participating Agency for full-time employee(s) assigned to CETF, consistent with regulations and policy. Otherwise, overtime shall be compensated in accordance with applicable Participating Agency overtime provisions and shall be subject to the prior approval of appropriate personnel.

LIABILITY

18. The Participating Agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CETF.
19. The Participating Agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CETF or otherwise relating to the CETF.
20. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CETF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

DURATION

21. The term of this MOU is for the duration of the CETF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
22. Any Participating Agency may withdraw from the CETF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CETF Program (FBI HQ) at least 30 days prior to withdrawal.
23. Upon termination of this MOU, all equipment provided to the CETF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CETF participation.

MODIFICATIONS

Official Law Enforcement Use Only

Child Exploitation Task Force
Memorandum Of Understanding (2013)

24. Modifications/amendments to this MOU and corresponding SOP shall be brought in writing to the attention of each Participating Agency.
25. Participating Agencies and their assignees are bound by the terms of the MOU and SOP, as modified from time to time, although a Participating Agency may terminate its participation with the CETF pursuant to the terms related to the SOP.
26. Participating Agency will not be bound by any amended terms of the MOU or SOP during notice period (currently 30 days) required by the MOU prior to terminating participation.

SIGNATORIES

Print Name:
Title: **SAC**
Organization: **FBI**
Date:

Colonel Edwin C. Roessler, Jr.
Chief of Police
Fairfax County Police Department
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title:
Organization:
Date:

Print Name:
Title: **Program Manager**
Organization: **FBI/CID**
Date:



**Federal Bureau of Investigation
Washington Field Office
Child Exploitation Task Force**

This enhancement to the Memorandum of Understanding (MOU 2013) is entered into by and between the Federal Bureau of Investigation (FBI) and the Fairfax County Police Department (FCPD). This enhancement is meant to further clarify direction of Child Exploitation Task Force (CETF) personnel.

Supervision

Overall management of the CETF shall be shared responsibility of the participating agency heads and/or their designees. As the lead agency of the CETF, the Special Agent in Charge (SAC) of the Criminal Division of the Washington Field Office shall designate one Supervisory Special Agent (SSA) to supervise day-to-day operational and investigative matters pertaining to the CETF. This will occur in close coordination with the supervisors and/or designee of the participating agency.

Each CETF member will continue to report to his/her respective agency head for investigative and non-investigative administrative matters not detailed in this MOU or SOP.

Personnel

The head of each Participating Agency shall retain control of resources dedicated by that agency to the CETF. Continued assignment to the CETF will be based on performance and at the discretion of each CETF member's respective supervisor. The FBI SAC/SSA will also retain discretion to remove any member from the CETF. The Participating Agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

Investigations

CETF investigations should be considered a collaborative effort with the CETF mission as the primary goal. The Detective and the assigned Special Agent should work cooperatively and collaborate on all aspects of the investigation(s) until such time a joint investigation becomes impractical or is not in the best interest of the overall objective. This decision should be mutually agreed upon by the lead investigators. Should at any point during the investigation an issue develops that cannot be resolved by the Detective and Special Agent, it shall be brought to the immediate attention of the SSA and/or the Fairfax County Child Exploitation Squad Supervisor.



**Federal Bureau of Investigation
Washington Field Office
Child Exploitation Task Force**

Date:

Timothy A. Gallagher
Special Agent in Charge
FBI
Washington Field Office

Date:

Colonel Edwin J Roessler Jr.
Chief of Police
Fairfax County Police Department

ACTION - 3

Approval of the Financing Plan for the Renovation of Lincolnia Center (Mason District)

ISSUE:

Approval by the Board of Supervisors of a resolution to sell bonds for the renovation of the Lincolnia Center (Lincolnia) in a par amount not to exceed \$13,000,000.

RECOMMENDATION:

The County Executive recommends approval of the attached resolution relating to the recommended financing plan for the renovation of the Lincolnia Center through the Virginia Resources Authority's (VRA) Virginia Pooled Financing Program (VPFP).

TIMING:

Approval by the Board is requested on October 8, 2013.

BACKGROUND:

The Lincolnia Center, located at 4710 North Chambliss Street in Alexandria (Mason District), is situated on an approximately 4.83 acre parcel of land. It contains approximately 61,400 square feet of Gross Floor Area, and is owned by the Fairfax County Board of Supervisors. The complex accommodates three separate operations: Senior Housing and Assisted Living managed by the Department of Housing and Community Development (HCD) on behalf of the Fairfax County Redevelopment and Housing Authority (FCRHA) (37,000 square feet); a Senior Center, operated by the Department of Neighborhood and Community Services (NCS) (14,200 square feet); and an Adult Day Health Care Center (ADHCC), operated by the Health Department (6,000 square feet). The Senior Center provides social and recreational programs for seniors, while the ADHCC provides a variety of health, social and related support services for functionally impaired adults. Since 1990, HCD has acted as the landlord for Lincolnia and has been responsible for building maintenance and management. HCD administers the property via a contract with Coordinated Services Management, Inc. (CSM), an independent on-site third party management company responsible for maintenance, repair and food services. In this capacity and on behalf of HCD, CSM manages the 26 Independent Living apartment units for the elderly and a licensed 52-bed Assisted Living facility. The FCRHA has been requested to coordinate and finance the renovations.

On June 2, 2008, following a notification from the Virginia Department of Social Services (VDSS) regarding violations of physical plant standards at Lincolnia, HCD entered into a

Corrective Action Plan (the Plan) with VDSS. The proposed renovations will meet the Plan's requirements to maintain the existing Assisted Living Facility License issued by VDSS.

The Lincolnia complex is comprised of a former elementary school building, which was originally constructed in 1949 and then converted into a facility for senior living services in 1988, when a new addition was also completed.

Rehabilitation

The Lincolnia Center is aging and in need of significant rehabilitation. The "Lincolnia Senior Center Renovations" architectural plan proposes extensive overhaul of the facility. This includes replacement of the HVAC system and the emergency generator, extensive interior renovations and upgrades of lighting and the fire alarm system, elevator modernization, roof and fire pump replacement and architectural modifications to improve accessibility. The interior improvements throughout the entire building complex include floor and ceiling finishes and some new furnishings. Site improvements include construction of an accessible walkway between the building complex and the adjacent athletic field, installation of a concrete pad for the new emergency generator, and various drainage improvements.

The construction documents for the project are now being finalized; the construction permits are expected to be issued in early fall, and the construction is anticipated to begin in December 2013. Based on the 100% construction document cost estimate, the total development cost, including the financing expenses, professional services, permit fees, and related legal fees, is projected to be approximately \$13 million. This includes a \$700,000 temporary relocation budget.

Construction management of the rehabilitation will be performed in partnership with the Department of Public Works and Environmental Services (DPWES).

Relocation

Renovations of the building will occur in phases, starting with the housing portion of the complex, followed by the ADHCC and finally the Senior Center and commercial kitchen. At each phase of the project, programs and/or residents will be moved out of their spaces, as necessary to ensure safety of residents, staff and program participants and allow construction to proceed. Residents on the Independent Senior Housing floor will be moved out of the building into temporary locations, including extended stay hotels; it is anticipated that this temporary relocation will last approximately up to six months. Assisted Living residents will be moved temporarily into the Independent Senior Housing units while the Assisted Living floor is renovated. This relocation plan has been approved by VDSS. The ADHCC operation will be moved to the Senior Center for the time of renovations and when the Senior Center is renovated, its operation will be suspended while program participants and staff are deployed to other county facilities.

Relocation costs for the senior center and ADHCC will be financed by their respective agencies. The anticipated relocation costs for the two housing components of Lincolnia are estimated at \$700,000. This includes the cost of hotels, as well as moving, storage, transportation and other miscellaneous expenses.

Potential Benefits

The renovation of Lincolnia, in addition to fulfilling the conditions of the VDSS-required Corrective Action Plan, will assist in meeting multiple goals of the Housing Blueprint and will result in numerous benefits, including:

1. The property will be rehabilitated to ensure its long-term viability;
2. Twenty-six affordable rental units will be preserved and will continue to provide affordable housing to seniors for decades to come;
3. Fifty-two Assisted Living units (beds) will be preserved and will continue to provide affordable housing options to those with special needs;
4. Various architectural modifications aimed at improving accessibility will address several of the existing challenges inside and outside of the facility, to include:
 - Construction of an exterior ramp to the primary entrance to the original building;
 - Installation of non-skid flooring in high traffic areas;
 - Reconfiguration of 50% of the Assisted Living units (13 units total) to provide accessible means of ingress/egress and accessible bathrooms;
 - Reconfiguration of 5% of the Independent Living units (2 units total) to provide accessible entrance, kitchen, bathroom, and closet; and
 - Construction of an accessible walkway to connect the complex with the adjacent athletic field;
5. The proposed improvements in all residential units as well as all common areas will incorporate various Universal Design features to the greatest extent possible in accordance with FCRHA policy;
6. The numerous improvements will further enhance the overall conditions at, and the value of the facility in a number of ways:
 - The new HVAC system will considerably improve resident comfort and climate control, reduce overheating and overcooling during transitional months and reduce the overall energy consumption;
 - The proposed architectural finishes, including new paint and floor coverings, suspended ceilings, as well as new furnishings will provide a fresh new look and significantly enhance the esthetics of the interiors;
 - The new standby power generator will have sufficient capacity to power the entire building complex for up to 24 hours;
 - The proposed new building management system will help control the HVAC system and monitor the operation of other critical equipment, such as the generator and electrical switchgear;

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- The new fire alarm system will significantly enhance safety;
- The new electrical utility switchgear will enhance utility power distribution;
and
- The proposed drainage improvements will address existing drainage issues.

Financing

During its deliberations on the FY 2011 Budget, the Board of Supervisors directed HCD to proceed with renovation plans for Lincolnia. The Board of Supervisors owns the land and the existing improvements. The County currently provides an annual subsidy of \$1.7 million which is used for the cost of management, maintenance, utilities, and repairs for the entire building and subsidizes the Assisted Living residents.

The Bonds issued to finance the project will not be secured by Lincolnia or its revenues. The payments will be made by the County, subject to annual appropriation by the Board of Supervisors. Based on market conditions, as of August 30, 2013, the County estimates average annual debt service will be approximately \$930,000 over the 20 year bond term for a par amount of \$12,535,000. In order to provide flexibility in the event of cost increases, the County is seeking approval for a par amount not to exceed \$13,000,000.

The Bonds are recommended to be sold through Virginia Resources Authority's (VRA) Virginia Pooled Financing Program (VPFP). VPFP is available to Virginia counties, cities, towns and other political subdivisions and issues bonds with ratings of "AA" or better. A VRA financing offers interest rates that coincide with their AAA/AA bond rating, and costs of issuance are prorated based on the total loan amount among borrowers. The County has selectively utilized VRA in prior financings for the Wastewater Fund and refunding of Park Authority Revenue Bonds.

Staff had previously submitted an application for the Lincolnia project to VRA on August 9, 2013 that coincided with the deadline for the fall 2013 VPFP bond sale. The VRA application did not require any application fee or legally tie the County to this financing option. A memo to the Board on the same date noted this course of action. In the interim, staff conducted a due diligence call with VRA staff to review the project and to discuss the proposed legal structure of the loan. The VRA Board of Directors approved the Lincolnia project to be included as part of the fall 2013 bond sale at their September 10, 2013 board meeting.

FISCAL IMPACT:

The Bonds for the renovation of the Lincolnia Center will be issued in a par amount not to exceed \$13,000,000. It is anticipated that the Bonds would be issued in the fall of 2013 and the renovations would be initiated in the winter of 2013; however, debt service payments would not begin until FY 2015. The County average annual debt service will be approximately \$930,000 based on the bond par amount, and is included in both the

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County's FY 2014-2018 Adopted Capital Improvement Program and long term financing projections. The debt service will be paid out of Fund 20000, Consolidated County and Schools Debt Service Fund.

ENCLOSED DOCUMENTS:

Attachment 1: County Resolution

Attachment 2: VRA Fall Bond Sale Schedule

Attachment 3: Draft Bond Form

Attachment 4: Draft VRA Local Bond Sale and Financing Agreement

STAFF:

Susan Datta, Chief Financial Officer

Paula C. Sampson, Director, Department of Housing and Community Development (HCD)

John Payne, Deputy Director, Real Estate, HCD

Hossein Malayeri, Director, Design Development and Construction Division, HCD

Aseem Nigam, Director, Real Estate Finance and Grants Management (REFGM), HCD

Joseph LaHait, Debt Coordinator, Department of Management and Budget

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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 October 8, 2013, at which meeting a quorum was present and voting, the following resolution was adopted:

RESOLUTION APPROVING FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY FOR THE PURPOSE OF FINANCING RENOVATIONS TO THE LINCOLNIA CENTER; APPROVING THE EXECUTION AND DELIVERY OF A LOCAL BOND SALE AND FINANCING AGREEMENT; AUTHORIZING THE ESTABLISHMENT AND MAINTENANCE OF A SUBFUND WITHIN THE DEBT SERVICE FUND PURSUANT TO WHICH OBLIGATIONS UNDER THE LOCAL BOND SALE AND FINANCING AGREEMENT SHALL BE PAID; APPROVING THE EXECUTION, ISSUANCE AND DELIVERY OF A BOND IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$13 MILLION TO VIRGINIA RESOURCES AUTHORITY RELATING TO SUCH SUBFUND; AND GRANTING THE AUTHORITY TO DETERMINE CERTAIN DETAILS OF SUCH FINANCING

WHEREAS, the Fairfax County Redevelopment and Housing Authority (“FCRHA”), has requested that the Board of Supervisors (the “Board”) of the County of Fairfax, Virginia (the “County”), determine the details of financing renovations to The Lincolnia Center, located at 4710 North Chambliss Street in Alexandria, Virginia, which serves as a Senior Housing and Assisted Living facility, a Senior Center and an Adult Day Health Care Center on an approximately 4.83-acre parcel of land (the “Project”); and

WHEREAS, the Board, upon FCRHA’s request, has determined to approve financing for the Project in a financing arrangement with the Virginia Resources Authority (“VRA”) in an aggregate amount not to exceed \$13 million (the “Financing”); and

WHEREAS, to fund the Financing, VRA intends to issue its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2013C or additional series of such bonds (the “VRA Bonds”) and, subject to VRA approval, make available to the County a portion of the proceeds of the VRA Bonds upon receipt by VRA of the 2013 Bond (defined herein) pursuant to the terms of the Financing Agreement (defined herein) (the “Financing Obligation”); and

WHEREAS, the County has submitted its application (the “Application”) to VRA to finance the Project and to purchase the 2013 Bond; and

WHEREAS, the County will enter into a Local Bond Sale and Financing Agreement (the “Financing Agreement”) with VRA whereby VRA will provide funds to finance the Project and which Financing Agreement along with the 2013 Bond will secure payment of the Financing Obligation; and

WHEREAS, the County will authorize the establishment of a special subfund within the Debt Service Fund (the “VRA Lincolnia Project Special Subfund”) whereby the County will appropriate to and deposit in such subfund monies in sufficient amounts for the County to pay timely the interest and principal of the 2013 Bond and the other amounts owed on the Financing Obligation; and

WHEREAS, the County has determined to issue, sell and deliver a bond to VRA evidencing the County’s obligation to make the County’s required payments owed under the Financing Obligation from funds on deposit in the VRA Lincolnia Project Special Subfund (the “2013 Bond”); and

WHEREAS, VRA has advised the County that the sale date of the VRA Bonds is tentatively scheduled for November 5th and 6th, 2013, but may occur, subject to market conditions, at any time between October 28, 2013 and December 31, 2013, and that VRA’s objective is to pay the County a purchase price for the 2013 Bond which, in VRA’s judgment, reflects its market value taking into consideration such factors as the amount necessary to finance the Project, the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters’ discount and other costs incurred by VRA), and other market conditions relating to the sale of the VRA Bonds; and

WHEREAS, the County will cause the Project to be carried out by FCRHA; and

WHEREAS, the County intends to repay the Financing Obligation out of annual appropriations from the County’s Debt Service Fund deposited in the VRA Lincolnia Project Special Subfund.

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

SECTION 1. The financing arrangement with VRA to accomplish the financing of the Project for the benefit of the County, including the County’s undertaking of the Financing Obligation, is hereby approved.

SECTION 2. The form of the Financing Agreement presented at the meeting at which this Resolution is adopted is approved. An Authorized County Representative (which, for purposes of this Resolution shall include the Fairfax County Chairman or Vice Chairman of the Board or the County Executive or Chief Financial Officer) is authorized to execute and deliver the Financing Agreement substantially in the form presented at this meeting with such other changes, insertions and omissions as may be approved by an Authorized County Representative. The execution of the Financing Agreement shall be conclusive evidence of such approval of any such changes, insertions or omissions therein.

SECTION 3. The establishment and maintenance by the County of the VRA Lincolnia Project Special Subfund within the Debt Service Fund is hereby approved. Subject to the provisions of Sections 6 and 7 of this Resolution the County shall deposit funds in the VRA Lincolnia Project Special Subfund no later than 10 days prior to the date of a required payment to VRA on the 2013 Bond or otherwise pursuant to the terms of the Financing Obligation and thereafter make such payment on the required payment date from amounts held within such subfund.

SECTION 4. The issuance, sale and delivery to VRA of the 2013 Bond evidencing the County's obligation, upon receipt of proceeds received from the County from the VRA Bonds, to make payments on the Financing Obligation from amounts deposited in the VRA Lincolnia Project Special Subfund are hereby approved.

The Chairman or the Vice Chairman of the County are each authorized to execute either by manual or facsimile signature, on behalf of the County, the 2013 Bond and the Clerk of the Board is authorized and directed to affix/impress or to cause to be affixed/impressed the seal of the County to the 2013 Bond or to cause a facsimile copy of the seal to be imprinted onto the 2013 Bond and to attest such seal by either manual or facsimile signature.

SECTION 5. An Authorized County Representative is authorized to determine and approve the final details of the 2013 Bond, including without limitation, the designation, the dated date, the aggregate principal amount of the 2013 Bond, the interest rate or rates on the 2013 Bond, the interest payment dates, the maturity dates, maturity amounts, serial maturities and term maturities and amortization requirements, if any, optional and mandatory redemption provisions, the sale price of the 2013 Bond to VRA and any other details of the 2013 Bond that cannot be determined except under the actual market conditions that will occur when the VRA Bonds are sold, provided that:

(i) the principal amount of the 2013 Bond shall not exceed \$13,000,000, but shall be sufficient, together with other available funds, to enable the County to (i) finance the Project and (ii) pay the costs of issuance of the 2013 Bond and any applicable costs for the VRA Bonds;

(ii) the 2013 Bond shall be a current interest bond, with annual principal installments, bearing interest payable semi-annually, at such rate or rates per annum as shall be established at the time of pricing of the VRA Bonds;

(iii) the true interest cost rate (as determined by the County's Financial Advisor) of the 2013 Bond shall not exceed 5.00%; and

(iv) the latest maturity date of the 2013 Bond shall be no later than December 31, 2033.

SECTION 6. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the Board hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future Boards do likewise during the term of the Financing Agreement. The Board directs the County Executive, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to include in the budget request for each fiscal year during the term of the Financing Agreement an amount sufficient to pay all amounts coming due under the Financing Agreement and required to be deposited into the VRA Lincolnia Project Special Subfund during such fiscal year. In the event that all amounts due under the Financing Agreement for a given fiscal year of the County have not been included in the County's budget for such fiscal year, the County Executive shall deliver to VRA within 30 days after the adoption of such budget, but not later than July 1, a certificate stating that such amounts have not been appropriated by the Board in the County's budget. If at any time during any fiscal year of the County throughout the term of the Financing Agreement, the amount appropriated in the County's annual budget in any such fiscal year is insufficient to

pay when due the amounts payable under the 2013 Bond, the Board directs the County Executive, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to submit to the Board at the next scheduled meeting, or as promptly as practicable but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

SECTION 7. The County's obligation to make payments to VRA on the 2013 Bond and pursuant to the terms of the Financing Agreement is hereby specifically stated to be subject to annual appropriation therefor by the Board, and nothing in this Resolution, the Financing Agreement or the 2013 Bond shall constitute a pledge of the full faith and credit nor taxing power of the County nor compel the Board to make any such appropriation.

SECTION 8. The County acknowledges that VRA is treating the 2013 Bond as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or VRA's trustee to file an affidavit with the Governor of Virginia (the "Governor") that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the 2013 Bond, VRA is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller of Virginia (the "Comptroller") to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

SECTION 9. An Authorized County Representative is authorized to execute a Nonarbitrage Certificate and Tax Compliance Agreement or any related or similar document (the "Tax Document") setting forth the expected use and investment of the proceeds of the 2013 Bond and containing such covenants as may be necessary in order to comply with the provisions of the Code, including the provisions of Section 148 of the Code and applicable regulations relating to "arbitrage bonds." The County covenants that the proceeds from the issuance and sale of the 2013 Bond will be invested and expended as set forth in the Tax Certificate, to be delivered simultaneously with the issuance and delivery of the 2013 Bond and that the County shall comply with the other covenants and representations contained therein.

SECTION 10. The County authorizes and consents to the inclusion of information with respect to the County contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds. An Authorized County Representative is authorized and directed to take whatever actions are necessary and/or appropriate to aid VRA in ensuring compliance with Securities and Exchange Commission Rule 15c2-12, including execution and delivery of a continuing disclosure undertaking as deemed necessary by VRA.

SECTION 11. The signatures of the officers of the County appearing on the Financing Agreement, the 2013 Bond, the Tax Document and any other agreements, documents, closing papers and certificates executed and delivered pursuant to, or in furtherance of, this Resolution shall be conclusive evidence of their approval of the changes if any, in the forms thereof and of their authority to execute and deliver such agreements, documents, closing papers and certificates on behalf of the County.

SECTION 12. All actions taken by any members, officers and employees of the County in connection with the Project and the Financing authorized and approved hereby are hereby ratified and confirmed.

SECTION 13. Any and all resolutions of the Board or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 14. This resolution shall take effect immediately upon its adoption.

(Seal) A Copy Teste:

Clerk to the Board of Supervisors

Virginia Resources Authority
Virginia Pooled Financing Program
 Series 2013C (Fall VPFP)
 Draft as of June 21, 2013

AUGUST 2013

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPT 2013

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCT 2013

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOV 2013

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Working Group

<u>Role</u>	<u>Entity</u>	<u>Defined</u>
Borrower	Localities	"LOC"
Local Bond Counsel	Local Bond Counsel	"LBC"
Issuer	Virginia Resources Authority	"VRA"
VRA Bond Counsel	McGuireWoods LLP	"BC"
VRA Financial Advisor	Davenport & Company LLC	"FA"

Financing Schedule

<u>Date</u>	<u>Activity</u>	<u>Responsible Party</u>
August 9 th	<ul style="list-style-type: none"> ▪ Applications Due 	<ul style="list-style-type: none"> ▪ LOC/VRA
August 12 th – 23 rd	<ul style="list-style-type: none"> ▪ Due diligence conference calls (Borrower returns distribution list to VRA prior to due diligence call) 	<ul style="list-style-type: none"> ▪ LOC/LBC/VRA/BC
August 12 th – September 20 th	<ul style="list-style-type: none"> ▪ Credit analysis / underwriting of borrower funding requests 	<ul style="list-style-type: none"> ▪ VRA
September 20 th	<ul style="list-style-type: none"> ▪ Borrower provides finalized requested proceeds amount, project budget, and estimated draw schedule to VRA 	<ul style="list-style-type: none"> ▪ LOC
Week of September 23 rd	<ul style="list-style-type: none"> ▪ Distribute 1st preliminary local debt service schedules 	<ul style="list-style-type: none"> ▪ VRA/FA
No later than September 27 th	<ul style="list-style-type: none"> ▪ Distribute revised Draft of Documents 	<ul style="list-style-type: none"> ▪ BC
October 3 rd	<ul style="list-style-type: none"> ▪ All local approvals received and filed, including: <ul style="list-style-type: none"> ✓ Adopted Resolution/Ordinance Authorizing Bond Issue and Execution of Local Bond Sale and Financing Agreement ▪ Localities return executed Local Bond Sale and Financing Agreement to McGuire Woods 	<ul style="list-style-type: none"> ▪ LOC/LBC

<u>Date</u>	<u>Activity</u>	<u>Responsible Party</u>
Week of October 14 th	<ul style="list-style-type: none"> ▪ Distribute 2nd preliminary local debt service schedules 	<ul style="list-style-type: none"> ▪ VRA/FA
October 25 th	<ul style="list-style-type: none"> ▪ Locality DRAFT documents due: <ul style="list-style-type: none"> ▪ Closing Transcript ▪ Closing Certificates ▪ Bond Counsel Opinion 	<ul style="list-style-type: none"> ▪ LBC
November 5 th – 6 th	<ul style="list-style-type: none"> ▪ Tentative Bond Sale Dates 	<ul style="list-style-type: none"> ▪ VRA/FA
November 13 th	<ul style="list-style-type: none"> ▪ Signatures due in escrow to McGuireWoods on all Local Borrower Documents 	<ul style="list-style-type: none"> ▪ BC/LBC/LOC
November 19 th	<ul style="list-style-type: none"> ▪ Tentative Pre-Closing 	<ul style="list-style-type: none"> ▪ All
November 20 th	<ul style="list-style-type: none"> ▪ Tentative Closing 	<ul style="list-style-type: none"> ▪ All

*** All dates are tentative and subject to change by Virginia Resources Authority ***

R-1

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA

COUNTY OF FAIRFAX, VIRGINIA
VRA LINCOLNIA PROJECT SPECIAL SUBFUND REVENUE BOND
SERIES 2013

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>
See Schedule I	See Principal Installment Dates set forth on Schedule I	October __, 2013

REGISTERED OWNER: VIRGINIA RESOURCES AUTHORITY

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

COUNTY OF FAIRFAX, VIRGINIA (the “County”), for value received, promises to pay, solely from the revenues and other property pledged to the payment of this Bond, to the registered owner of this Bond or legal representative, the principal sum stated above, in annual installments in the amounts set forth on Schedule I attached hereto payable on October 1, 20__ and annually on October 1 thereafter to and including October 1, 20__ (each a “Principal Payment Date”), together with interest from the date of this Bond on the unpaid installments, payable on April 1 and October 1 of each year, commencing on April 1, 2014 (each an “Interest Payment Date”; together with any Principal Payment Date, a “Payment Date”), at the rates per annum set forth on Schedule I attached hereto, subject to prepayment or redemption as hereinafter provided. Both principal of and interest on this Bond are payable in lawful money of the United States of America by the Director of the Department of Finance of Fairfax County, Virginia, as Paying Agent and Bond Registrar (“Paying Agent” or “Bond Registrar”). Interest on this Bond will be computed on the basis of a year of 360 days and twelve 30-day months. Interest on this Bond shall also include “Supplemental Interest” as such term is defined in the Local Bond Sale and Financing Agreement (the “Financing Agreement”), dated as of October 3, 2013 between Virginia Resources Authority (“VRA”) and the County.

For as long as VRA is the registered owner of this Bond, the Paying Agent, shall make all payments of principal, premium, if any, and interest on this Bond, without the presentation or surrender hereof, to VRA, in immediately available funds at or before 11:00 a.m. on the applicable Payment Date or date fixed for prepayment or redemption. If a Payment Date or date fixed for prepayment or redemption is not a business day, then the payment of principal, premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. on the business day next succeeding the scheduled Payment Date or date fixed for prepayment or redemption. Principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

This Bond and the premium, if any, and interest on this Bond are limited obligations of the County and payable solely from the revenues and other property pledged and assigned under the terms of the Financing Agreement to secure payment of this Bond.

NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE COUNTY, ARE OBLIGATED TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENT TO IT EXCEPT FROM THE REVENUES, MONEY OR PROPERTY OF THE COUNTY PLEDGED FOR SUCH PURPOSE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA, THE COUNTY OR ANY CITY, COUNTY OR OTHER SUBDIVISION OF THE COMMONWEALTH IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THIS BOND. THE ISSUANCE OF THIS BOND DOES NOT DIRECTLY, INDIRECTLY, OR CONTINGENTLY OBLIGATE THE COMMONWEALTH OF VIRGINIA OR ANY COUNTY, CITY, AUTHORITY OR OTHER SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA TO LEVY ANY TAXES FOR THE PAYMENT OF THIS BOND.

This Bond is authorized and issued by the County pursuant to the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended, and a Resolution approved by the Board of Supervisors of the County on September 24, 2013 (the "Resolution"), for the purpose of financing renovations to The Lincolnia Center, located at 4710 North Chambliss Street in Alexandria, Virginia, and which serves as a Senior Housing and Assisted Living facility, a Senior Center and an Adult Day Health Care Center on an approximately 4.83-acre parcel of land.

This Bond is a limited obligation of the County and payable from payments made under the Financing Agreement, pursuant to which the County has agreed to make payments in amounts sufficient to pay the principal of and interest on this Bond from amounts on hand in the VRA Lincolnia Project Special Subfund within the County's Debt Service Fund. The County's obligation to make payments under the Financing Agreement in any fiscal year of the County is subject to and contingent upon the annual appropriation of funds the Board of Supervisors of the County for such purpose but is otherwise unconditional.

This bond may be defeased or redeemed only pursuant to the terms of the Financing Agreement.

The Bond is issued as a registered bond. This Bond may be exchanged without cost, on twenty (20) days' written notice from VRA, at the office of the Bond Registrar on one or more occasions for one or more temporary bonds or definitive bonds in marketable form and, in any case, in fully registered form, in denominations of \$5,000 and whole multiples thereof, and having an equal aggregate principal amount, having principal installments or maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid. This Bond is registered in the name of the Virginia Resources Authority on the books of the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of

such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive a Bond as hereinabove provided, such definitive Bond to be registered on such registration books in the name of the assignee or assignees named in such assignment.

Modifications or alterations of the Financing Agreement may be made only to the extent and in the circumstances permitted therein.

This Bond is issued with the intent that the laws of the Commonwealth of Virginia shall govern its construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution or Financing Agreement until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

All acts and conditions required to happen, exist or be performed precedent to and in connection with the issuance of this Bond have happened, exist and have been performed.

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 November, 2013.

**Clerk, Board of Supervisors
of Fairfax County, Virginia**

**Chairman, Board of Supervisors
of Fairfax County, Virginia**

(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: _____, 2013

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto
PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF
TRANSFEREE)

this Bond and all rights hereunder, and hereby irrevocably constitutes and appoints _____
_____, attorney, to
transfer this Bond on the books kept for its registration, with full power of substitution.

Dated: _____

Tax I.D. No. _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements will include membership or participation in STAMP or such other "signature guarantee program" as may be determined by the Bond Registrar in addition to, or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Registered Owner
(NOTE: 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 of any change whatever.

LOCAL BOND SALE AND FINANCING AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY

And

COUNTY OF FAIRFAX, VIRGINIA

Dated as of October 3, 2013

**Virginia Resources Authority
Infrastructure and State Moral Obligation Revenue Bonds
(Virginia Pooled Financing Program)
Series 2013C**

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Exhibit F	Form of Opinion of Counsel to the Local Government
Exhibit G	Form of Certification as to No Default

Schedule 1.1	Final Terms
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LOCAL BOND SALE AND FINANCING AGREEMENT

This **LOCAL BOND SALE AND FINANCING AGREEMENT** (this "Agreement") is made as of October 3, 2013, between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), and the **COUNTY OF FAIRFAX, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Local Government").

A. VRA intends to issue its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2013C, and to use a portion of the proceeds thereof to acquire from the Local Government its VRA Lincolnia Project Special Subfund Revenue Bond, Series 2013 (the "Local Bond").

B. VRA and the Local Government wish to set forth in this Agreement certain terms, conditions and provisions related to the purchase of the Local Bond, the application of the proceeds thereof, the payment of the debt service thereon and the security therefor, and the use and maintenance of the facilities financed and refinanced thereby.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, VRA and the Local Government covenant and agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context otherwise requires:

"2013 Financed Property" means the land, building, equipment and other property the acquisition, construction, renovation, or equipping of which was financed or refinanced by the Local Bond as part of the Project.

"2013C Acquisition Fund" has the meaning set forth in the Twenty-Sixth Supplemental Series Indenture.

"2013C VRA Bonds" means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2013C, in the original aggregate principal amount set forth in Schedule 1.1 hereto, and unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the 2013C VRA Bonds in whole or in part.

"Act" means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

"Agreement" means this Local Bond Sale and Financing Agreement dated as of October 3, 2013, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

"Closing Date" means November ___, 2013, or such other date as may be determined by VRA.

"Consulting Engineer" means (i) the Local Engineer or (ii) such firm of independent consulting engineers experienced and of recognized standing in the field of structural engineering and licensed as professional engineers in Virginia as the Local Government may designate from time to time in a written notice to VRA, which firm shall be subject to VRA's reasonable approval.

"Effective Date" means October 3, 2013, which is the deadline for the Local Government to provide an executed copy of this Agreement to VRA.

"Event of Default" shall have the meaning set forth in Section 10.1.

"Fiscal Year" means the twelve-month period beginning July 1 of one year and ending on June 30 of the following year or such other twelve-month period established by the Local Government as its annual accounting period.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Local Account" means the Local Account established for the Local Bond within the 2013C Acquisition Fund.

"Local Bond" means the Local Government's VRA Lincolnia Project Special Subfund Revenue Bond, Series 2013, issued in the original principal amount set forth in Schedule 1.1 hereto and in substantially the form of Exhibit A to this Agreement, and includes any allonges or amendments agreed to by the Local Government and VRA.

"Local Bond Documents" means, collectively, this Agreement and the Local Tax Document.

"Local Engineer" means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the field of structural engineering and (iii) is subject to VRA's reasonable approval.

"Local Representative" means (i) the County Executive or the Chief Financial Officer of the Local Government or (ii) any other official or employee of the Local Government authorized by resolution of the governing body of the Local Government to perform the act or sign the document in question.

"Local Resolution" means the amended and restated resolution adopted on September ___, 2013, by a majority of the members of the governing body of the Local Government approving (i) the transactions contemplated by and authorizing the execution and delivery of the Local Bond Documents and (ii) the execution, issuance and sale of the Local Bond subject to the Maximum Authorized Par Amount.

"Local Tax Document" means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date between the Local Government and VRA, as modified, altered, amended and supplemented.

"Master Indenture" means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

"Maximum Authorized Par Amount" means the maximum par amount of the Local Bond of \$13,000,000, as set forth in the Local Resolution.

"Proceeds Requested" means \$_____.

"Project" means the financing the costs of the renovations of The Lincolnia Center, as more particularly described in Exhibit B.

"Project Budget" means the budget for the financing or refinancing of the Project set forth in Schedule 1.1.

"Project Costs" means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance and refinance "costs" set forth in Section 62.1-199 of the Act.

"Purchase Price" has the meaning set forth in Schedule 1.1 attached hereto and represents the amount received by the Local Government from the sale of the Local Bond to VRA. The Purchase Price of the Local Bond will be determined as follows: By adding to or subtracting from the portion of the par amount of the Related 2013C VRA Bonds the Local Government's share of the net original issue premium or discount on the 2013C VRA Bonds and by subtracting from the par amount of the Related 2013C VRA Bonds the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to a VRA Reserve. It is acknowledged that the Purchase Price does not include any accrued interest on the Local Bond from its dated date to the Closing Date.

"Qualified Independent Consultant" means an independent professional consultant having the skill and experience necessary to provide a particular certificate, report or approval required by this Agreement, including without limitation a Consulting Engineer (other than a Local Engineer), and an independent certified public accountant or firm of independent certified public accountants; provided, however, that all Qualified Independent Consultants shall be subject to the reasonable approval of VRA.

"Registrar" means the officer or employee of the Local Government designated under the Local Resolution to maintain the registration books for the Local Bond.

"Related 2013C VRA Bonds" means the portion of the 2013C VRA Bonds allocable to the Local Bond (as determined by VRA), including any bonds issued by VRA to refund such 2013C VRA Bonds in whole or in part.

"Sale Date" means November __, 2013 or such other date specified in Schedule 1.1.

"Special Subfund" has the meaning set forth in Section 5.1.

"Supplemental Interest" has the meaning set forth in Section 6.1.

"Trustee" means U.S. Bank National Association, Richmond, Virginia, as trustee under the Master Indenture and the Twenty-Sixth Supplemental Series Indenture, or its successors serving in such capacity.

"Twenty-Sixth Supplemental Series Indenture" means the Twenty-Sixth Supplemental Series Indenture of Trust dated as of November 1, 2013, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

"Virginia SNAP" means the Commonwealth of Virginia State Non-Arbitrage Program.

"VRA" means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

"VRA Bonds" means the 2013C VRA Bonds and any additional Series of Bonds issued under the Master Indenture.

"VRA Reserve" means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility as defined in the Master Indenture.

Section 1.2 Rules of Construction. The following rules shall apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words shall connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Bond shall not be deemed to refer to or connote the payment of the Local Bond at its stated maturity.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

**ARTICLE II
REPRESENTATIONS**

Section 2.1 Representations by VRA. VRA makes the following representations as the basis for its undertakings under this Agreement:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth of Virginia vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the 2013C VRA Bonds, (ii) direct the Trustee to use a portion of the proceeds of the 2013C VRA Bonds to purchase the Local Bond from the Local Government as contemplated under the Twenty-Sixth Supplemental Series Indenture and this Agreement, and (iii) carry out and consummate all other transactions contemplated by this Agreement.

(c) This Agreement has been duly authorized, executed and delivered by VRA and constitutes a legal, valid and binding obligation of VRA enforceable against VRA in accordance with its terms.

Section 2.2 Representations by Local Government. The Local Government makes the following representations as the basis for its undertakings under this Agreement:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Resolution and execute and deliver the Local Bond Documents and all related documents, (ii) issue, sell and deliver its Local Bond to the Trustee, (iii) own and operate the 2013 Financed Property, (iv) undertake the Project, and (v) carry out and consummate all of the transactions contemplated by the Local Resolution, the Local Bond and the Local Bond Documents.

(c) This Agreement was duly authorized by the Local Resolution and is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Resolution was adopted.

(d) All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date have been obtained for (i) the Local Government's adoption of the Local Resolution, (ii) the execution and delivery of the Local Bond Documents and the Local Bond, (iii) the Local Government's performance of its obligations under the Local Bond Documents and the Local Bond, (iv) the undertaking of the Project and (v) the operation and use of the 2013 Financed Property. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals not necessary to be obtained by such date cannot be obtained by the Sale Date or the Closing Date or otherwise as required in the future.

(e) This Agreement has been executed and delivered by duly authorized officials of the Local Government and constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) When executed and delivered in accordance with the Local Resolution and this Agreement, the Local Bond will have been executed and delivered by duly authorized officials of the Local Government and will constitute a legal, valid and binding general obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(g) The issuance of the Local Bond and the execution and delivery of the Local Bond Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of the Local Government's knowledge, any federal, or Virginia constitutional or statutory provision, including the Local Government's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

(h) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Local Government reasonably expects that, except as may be approved by VRA or permitted by the terms of the Local Bond Documents, the 2013 Financed Property at all times is and will be owned by the Local Government and will not be operated or controlled by any other entity or person *[other than pursuant to a management contract to be more particularly described]*.

(j) The Local Government (i) to the best of the Local Government's knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond or the Local Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Bond and the Local Bond Documents. The execution and delivery by the Local Government of the Local Bond and the Local Bond Documents and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(k) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery and/or performance of the Local Resolution and/or the Local Bond Documents or the issuance or delivery of the Local Bond, (iii) in any way contesting or affecting the validity or enforceability of the Local Bond, the Local Resolution, the Local Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Resolution, the Local Bond Documents or the Local Bond or (v) the undertaking of the Project.

(l) No material adverse change has occurred in the Local Government's financial condition as indicated in the financial statements, applications and other information furnished to VRA in connection with this Agreement.

(m) Nothing that would constitute an Event of Default hereunder has occurred and is continuing.

ARTICLE III PURCHASE OF THE LOCAL BOND

Section 3.1 Purchase of the Local Bond. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein, VRA agrees to purchase, solely from the proceeds of the 2013C VRA Bonds, all, but not less than all, of the Local Bond from the Local Government, and the Local Government agrees, subject to the parameters contained in the Local Resolution, to sell and deliver to VRA the Local Bond at the Purchase Price which is determined by VRA to be fair, subject to VRA's Purchase Price Objective (as defined below) and market conditions described below.

The Local Government will be issuing the Local Bond pursuant to the Local Resolution. On or before the date hereof, the Local Government has delivered to VRA a copy of the Local Resolution as adopted.

The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government the Purchase Price for its Local Bond which in VRA's judgment reflects the market value of the Local Bond ("Purchase Price Objective"), taking into consideration such factors as the Maximum Authorized Par Amount, the Proceeds Requested, the purchase price received by VRA for the 2013C VRA Bonds, the underwriters' discount and other issuance costs of the 2013C VRA Bonds, and other market conditions relating to the sale of the 2013C VRA Bonds. The Local Government, at the request of VRA, agrees to issue the Local Bond with a par amount not in excess of the Maximum Authorized Par Amount to provide, to the fullest extent practicable given VRA's Purchase Price Objective, the Purchase Price at least equal to the Proceeds Requested, all in accordance with the Local Resolution.

Section 3.2 Issuance Expenses. VRA will pay, or cause to be paid, from the proceeds of the 2013C VRA Bonds all expenses incident to the performance of its obligations under and the fulfillment of the conditions imposed by this Agreement in connection with the issuance, sale and delivery of the 2013C VRA Bonds and the purchase of the Local Bond on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the 2013C VRA Bonds, (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the 2013C VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA; and (iv) all other costs and expenses incurred by VRA. All expenses of the Local Government in connection with the issuance, sale and delivery of the Local Bond on the Closing Date, including, but not limited to the fees and disbursements of the financial advisor, counsel and bond counsel to the Local Government will be paid by the Local Government from the Purchase Price or other funds of the Local Government.

Section 3.3 Schedule 1.1. A completed copy of Schedule 1.1 hereto setting forth among other things the principal amount, interest rates, payment schedule and Purchase Price with respect to the Local Bond and the principal amount of the 2013C VRA Bonds shall be completed by VRA on or after the Sale Date. The completed Schedule 1.1 shall be delivered to the Local Government and attached to this Agreement. Upon delivery to the Local Government, the completed Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

Section 3.4 Conditions Precedent to Purchase of the Local Bond. VRA shall not be required to cause the Trustee to purchase the Local Bond unless:

(a) VRA has received the following, all in form and substance satisfactory to VRA:

(1) Certified copies of the Local Resolution and all other ordinances and resolutions of the Local Government relating to the Local Bond Documents and the Local Bond.

(2) A certificate of appropriate officials of the Local Government dated as of the Closing Date as to the matters set forth in Section 2.2, including appropriate certifications regarding the Local Bond Documents, and such other matters as VRA may reasonably require.

(3) A certificate of the Consulting Engineer giving the Consulting Engineer's estimate of the total Project Costs of the Project, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(4) A certificate of the Consulting Engineer (i) to the effect that the Purchase Price and funds available from the other sources specified in the Project Budget will be sufficient to pay all of the estimated Project Costs relating to the Project, and (ii) specifying the date the Local Government is expected to complete the Project.

(5) A certificate of the Consulting Engineer to the effect that (i) all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project required to have been obtained as of the Closing Date have been obtained and (ii) the Consulting Engineer knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project cannot be obtained as required in the future.

(6) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 4.5 with respect to any existing contracts as of the Closing Date.

(7) Evidence that the Local Government is in compliance with the insurance provisions set forth in Sections 8.1 and 8.2 as of the Closing Date.

(8) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(9) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F hereto.

(10) An opinion of bond counsel to the Local Government in form and substance reasonably satisfactory to VRA.

(11) The Local Bond and original executed counterparts of the Local Tax Document.

(12) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1 hereto.

(b) The initial purchasers of the 2013C VRA Bonds shall have paid in full and VRA shall have accepted the purchase price for the 2013C VRA Bonds on the Closing Date. It is understood that the sole source of funds to pay the Purchase Price is a portion of the proceeds of the 2013C VRA Bonds.

ARTICLE IV USE OF PURCHASE PRICE

Section 4.1 Deposit of Purchase Price; Investment of Amounts in Local Account.

(a) VRA shall cause the Trustee to deposit the Purchase Price into the Local Account on the Closing Date and to apply the Purchase Price and the earnings thereon as set forth in the Twenty-Sixth Supplemental Series Indenture.

(b) The Local Government acknowledges and consents to the investment of the Purchase Price and the earnings thereon in Virginia SNAP.

Section 4.2 Agreement to Accomplish Project. (a) The Local Government agrees to cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as described in Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax Document and the plans, specifications and designs approved by the Local Government. The Local Government shall use its best efforts to complete the Project by the date set forth in the certificate delivered under Section 3.4(a)(4). All plans, specifications and designs for the Project shall be approved by all applicable regulatory agencies. The Local Government agrees to maintain complete and accurate books and records of the Project Costs and permit VRA or the Trustee through their duly authorized representatives to inspect such books and records at any reasonable time.

(b) [Intentionally Omitted].

(c) Upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative and by the Consulting Engineer stating (i) that the Project has been completed substantially in accordance with this Section and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion, and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the 2013 Financed Property have been issued or obtained. Such certificate shall be accompanied by a copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(d) If, upon the completion of the Project, there remain in the Local Account amounts that will not be necessary to pay Project Costs, the Trustee will then apply any remaining balance at the direction of the Local Government in such manner as will not, in the opinion of nationally-recognized bond counsel delivered to VRA and the Trustee, have an adverse effect on the tax-exempt status of the 2013C VRA Bonds.

Section 4.3 Disbursement of Purchase Price and Earnings. Except as provided in Section 4.2(d), the Local Government agrees that amounts in the Local Account will be applied solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Disbursements from the Local Account shall be made by the Trustee to the Local Government or as directed by the Local Government upon receipt by the Trustee of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including Schedule 1 thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Consulting Engineer, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in connection with the Project; and

(2) a certificate, signed by a Local Representative, stating that no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Consulting Engineer, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Consulting Engineer, stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall make payment in accordance with such requisition from the Local Account.

The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already incurred and paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Section 4.4 Permits. The Local Government shall at its sole cost and expense apply for and obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the 2013 Financed Property. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

Section 4.5 Construction Contractors. Each general construction contractor employed in the accomplishment of the Project shall be required in the construction contract to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds shall list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and until an Event of Default occurs hereunder. Each contractor shall be required to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance,

property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

Section 4.6 No Sufficiency Warranty by VRA; Local Government Required to Complete Project. VRA does not make any warranty, either express or implied, that the Purchase Price will be sufficient to pay all or any particular portion of the Project Costs of the Project. If the Purchase Price is not sufficient to pay in full the cost of the Project, the Local Government will complete the Project at its own expense and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under the Local Bond or this Agreement.

**ARTICLE V
CREATION OF SPECIAL SUBFUND; PLEDGE OF SPECIAL SUBFUND
AND REVENUES THEREIN; APPROPRIATIONS**

Section 5.1 Creation of Special Subfund; Purpose and Application of Special Subfund. (a) As authorized under Section 62.1-216 of the Act, VRA hereby requires, and the Local Government agrees, that as of the Closing Date the Local Government will have created a special subfund in the Local Government's Debt Service Fund to be known as the "VRA Lincolnia Project Special Subfund" (the "Special Subfund").

(b) The Local Government will hold the Special Subfund and use it to account for and accumulate the funds necessary for the payment of the principal of and premium, if any, and interest on the Local Bond and all other amounts becoming due under this Agreement and to make such payments when the same become due and payable.

(c) [The Local Government agrees to cause the Special Subfund to be identified in the Local Government's annual financial statements.]

Section 5.2 Pledge of Special Subfund. The Local Government hereby pledges the Special Subfund and all amounts deposited therein for the payment of the principal of and premium, if any, and interest on the Local Bond and all other amounts becoming due under this Agreement. This pledge shall be valid and binding from and after the Closing Date. The amounts deposited into the Special Subfund shall immediately be subject to the lien of this pledge without any physical delivery of them or further act. The lien of this pledge shall have priority over all other obligations and liabilities of the Local Government payable from the Special Subfund and the amounts deposited therein, and the lien of this pledge shall be valid and binding against all parties having claims of any kind against the Local Government regardless of whether such parties have notice of this pledge.

Section 5.3 Obligations of Local Government Subject to Appropriation. The obligations of the Local Government to make any deposits into the Special Subfund to pay the principal of and premium, if any, and interest on the Local Bond or any other amounts becoming due under this Agreement are contingent upon the appropriation for each Fiscal Year by the governing body of the Local Government of funds from which such deposits can be made. The Local Government shall not be liable for any amounts that may be payable pursuant to the Local Bond and this Agreement unless and until such funds have been appropriated for deposit into the

Special Subfund and then only to the extent thereof. VRA and the Local Government understand that nothing in the Local Bond or this Agreement shall be deemed to obligate the governing body of the Local Government to appropriate any sums for deposit into the Special Subfund or on account of any payments to be made by the Local Government under the Local Bond or this Agreement. Nothing in the Local Bond or this Agreement shall constitute a pledge of the full faith and credit of the Local Government or a bond or debt of the Local Government issued or incurred in violation of Section 10 of Article VII of the Virginia Constitution.

Section 5.4 Budget of Local Government. For each Fiscal Year during the term of the Local Bond and this Agreement, the County Executive of the Local Government shall include as a separate line item in each annual budget of revenues and disbursements presented to the governing body of the Local Government an item designated "VRA Lincolnia Project Special Subfund Payments" in an amount sufficient, in the judgment of the County Executive, to make all of the payments of debt service on the Local Bond and pay all other amounts payable by the Local Government under this Agreement during such Fiscal Year. As set forth in the Local Resolution, the governing body of the Local Government has stated that although it recognizes that it is not empowered to make any binding commitment beyond the current Fiscal Year, it is the governing body's current intention to make sufficient annual appropriations during the term of the Local Bond and this Agreement to make the aforementioned payments.

ARTICLE VI PAYMENT AND REDEMPTION OF LOCAL BOND

Section 6.1 Payment of Local Bond and Related Amounts. (a) Until the principal of and interest on the Local Bond and all amounts payable pursuant to this Agreement have been paid in full, the Local Government agrees to pay from the Special Subfund to the Trustee or VRA the following amounts as provided below:

(1) To the Trustee, the amounts required by the Local Bond on such dates and in such manner as provided for in the Local Bond. The term "interest," as used in the Local Bond and this Agreement, shall include Supplemental Interest, when and if payable.

(2) To the Trustee, on VRA's demand, or to VRA, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent.

(3) To VRA on its demand, a late payment penalty in an amount equal to 5.0% of any principal or interest payment on the Local Bond not paid within 10 days after its due date.

(4) To the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as

determined by VRA). Any such payment will be due and payable no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for it.

(5) The Local Government shall pay to VRA the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with an Event of Default or default by the Local Government under this Agreement, or in connection with any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement or any other document related to the 2013C VRA Bonds or the Local Bond. Any such payment will be due and payable no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for it.

(b) If any failure of the Local Government to pay all or any portion of any required payment of the principal of or premium, if any, or interest on the Local Bond results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Local Bond shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and/or pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in the Local Bond. As soon as reasonably possible after the Supplemental Interest Commencement Date, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(c) The Local Government's obligations to pay the amounts described above and to make payments as scheduled under the Local Bond shall not be discharged in whole or in part by any amount withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture. The Local Government will remain obligated to make its payments under the Local Bond.

Section 6.2 Defeasance and Redemption of Local Bond. (a) The Local Government may defease and/or redeem the Local Bond in whole or in part at any time as provided in this Section 6.2 without the written consent of VRA.

(b) The Local Government may defease and/or redeem the Local Bond in whole or in part upon satisfaction of the following conditions:

(1) The Local Government will provide to VRA not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government will deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related 2013C VRA Bonds corresponding to the portion of the Local Bond to be defeased and/or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government.

(3) The Local Government will deposit with VRA cash in an amount sufficient, as determined by VRA, to provide for the payment of the cost of the verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Allocated Portion and all amounts overdue or then due on the Local Bond (including, without limitation, any Supplemental Interest) and amounts overdue, due or to become due under Section 6.1(a)(2)-(5) of this Agreement.

(4) The Local Government will deposit with VRA cash in an amount equal to the present value of interest that would be paid on the principal of the Allocated Portion at a rate equal to 0.125%, payable semiannually, to the maturity dates of the Allocated Portion or, if earlier, the redemption date or dates of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related 2013C VRA Bonds.

(c) VRA will determine which Related 2013C VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2) and (3) above using such reasonable allocation and estimation methods as may be selected by VRA and VRA's determinations shall be conclusive (absent manifest error).

(d) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the defeasance and/or redemption of the Local Bond.

Section 6.3 Payments and Rights Assigned. The Local Government consents to VRA's assignment to the Trustee of VRA's rights under this Agreement and the Local Bond. The Local Government also acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under the Local Bond and this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the 2013C VRA Bonds shall have occurred and be continuing. VRA shall be the registered owner of the Local Bond, however, the Local Government agrees to pay directly to the Trustee all amounts payable

by the Local Government under the Local Bond and this Agreement (except for those amounts due under Section 11.8, which are payable directly to VRA).

Section 6.4 Obligations Absolute and Unconditional. The obligation of the Local Government to make the payments required by the Local Bond and this Agreement from the sources pledged therefor shall be absolute and unconditional. The Local Government shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Local Government may have or assert against VRA, the Trustee or any other person.

ARTICLE VII OPERATION AND USE OF 2013 FINANCED PROPERTY

Section 7.1 Maintenance. At its own cost and expense the Local Government shall operate the 2013 Financed Property in a proper, sound and economical manner in compliance with all legal requirements and shall maintain the 2013 Financed Property in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

Section 7.2 Additions and Modifications. At its own expense the Local Government from time to time may make any additions, modifications or improvements to the 2013 Financed Property which it deems desirable and which do not materially reduce the value of the 2013 Financed Property or the structural or operational integrity of any part of the 2013 Financed Property, provided that all such additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications and improvements shall become part of the 2013 Financed Property.

Section 7.3 Use of 2013 Financed Property. The Local Government shall comply with all lawful requirements of any governmental authority regarding the 2013 Financed Property, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the 2013 Financed Property, irrespective of the cost of making the same.

Section 7.4 Inspection of 2013 Financed Property and Local Government's Books and Records. VRA, the Trustee and their duly authorized representatives and agents shall have such reasonable rights of access to the 2013 Financed Property as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement and shall have the right at all reasonable times and upon reasonable prior notice to the Local Government to examine and copy the Local Government's books and records insofar as such books and records relate to the 2013 Financed Property.

Section 7.5 Ownership of 2013 Financed Property. The Local Government shall not construct, reconstruct or install any part of the 2013 Financed Property on lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, in either case sufficient for the Local Government's purposes, unless such part of the 2013 Financed

Property is lawfully located in a public street or highway or is a facility located on land in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement and such lesser right or interest has been approved by written opinion of counsel to the Local Government or a Qualified Independent Consultant as sufficient for the Local Government's purposes.

Section 7.6 Sale or Encumbrance. No part of the 2013 Financed Property shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except (i) as described in Section 2.2(i) above, (ii) with the written consent of VRA or (iii) as provided in any one of the following subsections:

(a) The Local Government may grant easements, licenses or permits across, over or under parts of the 2013 Financed Property for streets, roads and utilities as will not adversely affect the use of the 2013 Financed Property.

(b) The Local Government may sell or otherwise dispose of property constituting part of the 2013 Financed Property if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function.

(c) The Local Government may sell or otherwise dispose of property constituting part of the 2013 Financed Property with a "book value" (as determined in accordance with generally accepted accounting principles) that, when combined with the aggregate "book value" of all of the other such property sold or otherwise disposed of under this subsection during the Fiscal Year in question, will not cause the aggregate "book value" of all of such property sold or otherwise disposed of under this subsection in such Fiscal Year to exceed \$125,000. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

(d) The Local Government may otherwise sell or dispose of property constituting part of the 2013 Financed Property if there is filed with VRA a certificate of the Consulting Engineer stating that such property is not necessary or useful to the operation of the 2013 Financed Property. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on the Local Bond.

Section 7.7 [Intentionally Omitted].

Section 7.8 [Intentionally Omitted].

Section 7.9 [Intentionally Omitted].

Section 7.10 [Intentionally Omitted].

**ARTICLE VIII
INSURANCE, DAMAGE AND DESTRUCTION**

Section 8.1 Insurance. The Local Government continuously shall maintain or cause to be maintained insurance against such risks as are customarily insured against by public bodies operating systems similar in size and character to the 2013 Financed Property, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the 2013 Financed Property's insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of \$1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of the 2013 Financed Property.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

Section 8.2 Requirements of Policies. All insurance required by Section 8.1 shall be maintained with generally recognized responsible insurance companies selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other utility systems of like size and character to the 2013 Financed Property. If any such insurance is not maintained with an insurer licensed to do business in Virginia or placed under the requirements of the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

Section 8.3 Notice of Damage, Destruction or Condemnation. In case of (i) any damage to or destruction of any material part of the 2013 Financed Property, (ii) a taking of all or any part of the 2013 Financed Property or any right in it under the exercise of the power of eminent domain, (iii) any loss of the 2013 Financed Property because of failure of title, or (iv) the commencement of any proceedings or negotiations which might result in such a taking or

loss, the Local Government shall give prompt notice to VRA describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

Section 8.4 Damage and Destruction. If all or any part of the 2013 Financed Property is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the 2013 Financed Property for the purpose for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

Section 8.5 Condemnation and Loss of Title. If title to or the temporary use of all or any part of the 2013 Financed Property shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding Local Bond pursuant to Section 6.2, the Local Government shall cause the net proceeds from any such condemnation award or from title insurance to be applied to the restoration of the 2013 Financed Property to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

ARTICLE IX SPECIAL COVENANTS

Section 9.1 Tax Covenants. The Local Government agrees that it will not directly or indirectly use or permit the use of any of the proceeds of the Local Bond or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any 2013C VRA Bond to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Insofar as the Local Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the 2013C VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement. The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related 2013C VRA Bonds by a rebate calculation service selected by VRA.

Section 9.2 Maintenance of Existence. The Local Government shall maintain its existence as a political subdivision of the Commonwealth of Virginia under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

Section 9.3 Financial Records and Statements. The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 180 days after the end of each Fiscal Year. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the financial position of the Local Government as of the end of such Fiscal Year and the results of the Local Government's operations and changes in the financial position of its funds for the Fiscal Year.

Section 9.4 Certification as to No Default. The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G hereto and signed by a Local Representative.

Section 9.5 Further Assurances. The Local Government shall to the fullest extent permitted by law pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, assigned by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect all rights of VRA under this Agreement against all claims and demands of all persons.

Section 9.6 Assignment by Local Government. The Local Government may not assign its rights and obligations under the Local Bond and this Agreement without the prior written consent of VRA.

Section 9.7 Continuing Disclosure. (a) For purposes of this Section, the following terms and phrases shall have the following meaning:

"**Annual Financial Information**" with respect to any Fiscal Year for the Local Government means the following:

- (i) the financial statements (consisting of at least a balance sheet and statement of revenues and expenses) of the Local Government, or, if not available, the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of the Local Government, which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Local Government after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule

(as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

- (ii) operating data of the type set forth in Exhibit E.

"Dissemination Agent" shall mean any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (j) of this Section.

"Make Public" or **"Made Public"** shall have the meaning set forth in subsection (c) of this Section.

"Material Local Government" shall mean the Local Government if the aggregate outstanding principal amount of the Local Bond and any other of the Local Government's local bonds purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local bonds purchased with proceeds of the VRA Bonds.

"Rule" means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

"SEC" means the U.S. Securities and Exchange Commission.

- (b) The Local Government shall Make Public or cause to be Made Public:

- (1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a Final Official Statement, then it must be available from the MSRB.

- (2) In a timely manner, notice of any failure by the Local Government to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

- (c) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

- (d) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to the Local Bond, such notice to be given in a timely manner not in excess of five business days after the occurrence of the event:

- (1) principal and interest payment delinquencies;

- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement maintained with respect to the Local Bond reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the Local Bond that could affect the tax status of the 2013C VRA Bonds, or other material events with respect to the Local Bond that could affect the tax status of the 2013C VRA Bonds;
- (7) modifications to rights of holders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Local Bond, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Local Government, which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Local Government in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Local Government, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation of a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Local Government;
- (13) the consummation of a merger, consolidation, or acquisition involving the Local Government or the sale of all or substantially all of the assets of the Local Government, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee for the Local Bond, if any, or the change of name of a trustee, if material; and

(15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement.

(e) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures under this Section or any similar undertaking pursuant to the Rule.

(f) Notwithstanding anything in this Agreement to the contrary, the Local Government need not comply with the provisions of subsections (a) through (d) above unless and until VRA has notified the Local Government that it satisfied the objective criteria for a Material Local Government as of the end of VRA's immediately preceding fiscal year.

(g) The obligations of the Local Government under this Section will terminate upon the redemption, defeasance (within meaning of the Rule) or payment in full of all of the VRA Bonds.

(h) (1) If the Local Government fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of VRA Bonds then Outstanding may, by notice to the Local Government, proceed to protect and enforce its rights and the rights of the other holders by an action for specific performance of the Local Government's covenants or obligations set forth in this Section.

(2) Notwithstanding anything herein to the contrary, any failure of the Local Government to comply with any disclosure obligation specified in this Agreement (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (1) of this subsection.

(i) The Local Government may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Local Government shall not incur any obligation to continue to provide, or to update, such additional information or data.

(j) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Article that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(k) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

**ARTICLE X
DEFAULTS AND REMEDIES**

Section 10.1 Events of Default. Each of the following events shall be an "Event of Default":

(a) The failure to make any payment or deposit required by this Agreement within 15 days after its due date.

(b) The failure to pay any installment of interest (including Supplemental Interest) on the Local Bond when due.

(c) The failure to pay any installment of principal of or premium, if any, on the Local Bond when due (whether at maturity, by mandatory or optional redemption, by acceleration or otherwise).

(d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of the Local Bond or this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60 day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.

(e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of Local Bond is false and misleading in any material respect.

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Local Government is not dismissed within 60 days after filing.

Section 10.2 Acceleration. Upon the occurrence and continuation of an Event of Default, VRA may, by notice in writing delivered to the Local Government, declare the entire unpaid principal of and interest on the Local Bond due and payable. Upon any such declaration, the Local Government shall immediately pay to the Trustee the entire unpaid principal of and accrued interest on the Local Bond. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of maturity of principal of and interest on the Local Bond.

Section 10.3 Other Remedies. Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or proceeding at law or in equity for specific performance of any agreement contained in the Local Bond or this Agreement. No remedy conferred by this Agreement upon or reserved to the registered owners of the Local Bond is intended to be exclusive of any other remedy, but each

such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

Section 10.4 Delay and Waiver. No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it.

ARTICLE XI MISCELLANEOUS

Section 11.1 State Aid Intercept. The Local Government acknowledges and agrees that VRA is treating the Local Bond as a "local obligation" within the meaning of Section 62.1-199 of the Act, including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Act. In purchasing the Local Bond, VRA is further relying on Section 62.1-216.1 of the Act, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Local Government of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Local Government for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

Section 11.2 Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 11.3 Amendments. VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

Section 11.4 Limitation of Local Government's Liability. In the absence of fraud or misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally in respect of this Agreement or the Local Bond or for any other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement or the Local Bond.

Section 11.5 Applicable Law. This Agreement shall be governed by Virginia law.

Section 11.6 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then

such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

Section 11.7 Notices. Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under the Local Bond or this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at 12000 Government Center Parkway, Fairfax, Virginia 22035, Attention: Chief Financial Officer; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at 1021 East Cary Street, 18th Floor, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 11.8 Right to Cure Default. If the Local Government shall fail to make any payment or to perform any act required by it under the Local Bond or this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of the Local Bond.

Section 11.9 Headings. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

Section 11.10 Term of Agreement. This Agreement shall be effective on the Effective Date. Except as otherwise specified, the Local Government's obligations under the Local Bond and this Agreement shall expire upon payment in full of the Local Bond and all other amounts payable by the Local Government under this Agreement.

Section 11.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS the following signatures, all duly authorized.

VIRGINIA RESOURCES AUTHORITY

By: _____
Suzanne S. Long, Executive Director

COUNTY OF FAIRFAX, VIRGINIA

By: _____
Name: _____
Title: _____

The Trustee, by the execution hereof, accepts the duties imposed on it by this Agreement.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Patricia A. Welling, Vice President

[SIGNATURE PAGE OF LOCAL BOND SALE AND FINANCING AGREEMENT]

EXHIBIT A
COUNTY OF FAIRFAX, VIRGINIA
FORM OF LOCAL BOND

[See Attached]

EXHIBIT B
COUNTY OF FAIRFAX, VIRGINIA
DESCRIPTION OF PROJECT

EXHIBIT C

COUNTY OF FAIRFAX, VIRGINIA

**PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR
INVESTIGATIONS**

EXHIBIT D
COUNTY OF FAIRFAX, VIRGINIA
FORM OF REQUISITION

Requisition No.

Date:

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Department
1021 East Cary Street
18th Floor
Richmond, Virginia 23219

Virginia Resources Authority
1111 East Main Street
Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

This Requisition, including Schedule 1 hereto, is submitted in connection with the Local Bond Sale and Financing Agreement dated as of October 3, 2013 (the "Financing Agreement") between the Virginia Resources Authority and the County of Fairfax, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein shall have the meaning given it under Article I of the Financing Agreement. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2013C Acquisition Fund established under the Twenty-Sixth Supplemental Series Indenture.

Payee:

Address:

Amount to be Paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Consulting Engineer must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Consulting Engineer must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the Project over or through such lands.

The Local Government has agreed in the Financing Agreement that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already incurred and paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # _____
 Recipient: County of Fairfax, Virginia – VRA 2013C
 Local Representative: _____
 Title: _____
 Date: _____

<u>Cost Category</u>	<u>Total Project Cost</u>	<u>Previous Disbursements</u>	<u>Disbursement This Period</u>	<u>Disbursements to Date</u>	<u>Remaining Balance</u>
	\$	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$	\$

CERTIFICATE OF CONSULTING ENGINEER

The undersigned Consulting Engineer for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the Project.

Date: _____

Consulting Engineer

EXHIBIT E

COUNTY OF FAIRFAX, VIRGINIA

OPERATING DATA

Description of Local Government. A description of the Local Government including a summary of its form of government and budgetary processes.

Debt. A description of the terms of the Local Government's outstanding tax-supported and revenue debt including a historical summary of such outstanding debt; a summary of authorized but unissued debt; a summary of legal debt margin; a summary of overlapping debt; and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Government and any unfunded pension liabilities.

Financial Information and Operating Data. Financial information and operating data respecting the Local Government including a description of revenues and expenditures for its major funds and a summary of its tax policy, structure and collections as of the end of the preceding fiscal year.

EXHIBIT F
COUNTY OF FAIRFAX, VIRGINIA
FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT

[Print on County Attorney Letterhead]

November __, 2013

Board of Supervisors
County of Fairfax, Virginia

Virginia Resources Authority
Richmond, Virginia

\$ _____
County of Fairfax, Virginia
General Obligation Public Improvement and Refunding Bond, Series 2013

Ladies and Gentlemen:

I am the County Attorney of the County of Fairfax, Virginia (the "County"), and have served in such capacity in connection with the issuance and sale by the County of its \$ _____ [Special Subfund Revenue] Bond, Series 2013 (the "Bond"), the net proceeds of which will be applied to the financing of a portion of the costs of the renovation of the County's community center. I have examined, among other things, the following documents:

- (a) a certified copy of the resolution (the "Authorizing Resolution") adopted by the Board of Supervisors of the County (the "Council") on September __, 2013, authorizing the issuance and sale of the Bond to Virginia Resources Authority ("VRA") to finance the Project;
- (b) a copy of the Local Bond Sale and Financing Agreement (the "Financing Agreement"), dated as of October 3, 2013, by and between VRA and the County; and
- (c) copies of the Nonarbitrage Certificate and Tax Compliance Agreement dated November __, 2013, between VRA and the County.

The documents referred to in clauses (b) and (c) above are referred to collectively as the "Bond Documents."

I have also examined such other records and proceedings of the County and conducted such investigations as I deemed appropriate and necessary for purposes of this opinion. Unless otherwise defined, all capitalized terms used in this opinion have the same meanings given to such terms in the Financing Agreement.

As to questions of fact material to the opinions and statements set forth herein, I have relied upon representations of the County set forth in the Bond Documents and other certificates and representations by persons including representatives of the County. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of my knowledge" or a phrase of similar import, it is intended to indicate that during the course of my representation of the County in connection with the Bond Documents no information has come to my attention that should give me current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to my knowledge or the existence or absence of such facts should be drawn from the fact of my representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the County, I am of the opinion that:

1. The County is a duly created and validly existing political subdivision of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

2. The County has full right, power and authority to (i) adopt the Authorizing Resolution and execute and deliver the Bond Documents and all related documents, (ii) own and operate the 2013 Financed Property, (iii) undertake the Project, and (iv) carry out and consummate all of the transactions contemplated by the Authorizing Resolution and the Bond Documents.

3. The Bond Documents were duly authorized by the Authorizing Resolution and the Financing Agreement is in substantially the same form as presented to the Council at its meeting at which the Authorizing Resolution was adopted.

4. The Financing Agreement has been executed and delivered by duly authorized officials of the County and constitutes a legal, valid and binding obligation of the County enforceable against the County in accordance with its terms. The Bond has been executed and delivered by duly authorized officials of the County and will constitute the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms. The obligations of the County under the Financing Agreement and the Bond, and the enforceability of such obligations, may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, (c) the exercise of sovereign police powers of the Commonwealth of Virginia, and (d) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the County.

5. The issuance of the Bond and the execution and delivery of the Bond Documents and the performance by the County of its obligations thereunder are within the powers of the County and will not conflict with, or constitute a breach or result in a violation of, (i) to the best of my knowledge, any federal or Virginia constitutional or statutory provision, (ii) any agreement or other instrument to which the County is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the County or its property.

6. The County, to the best of my knowledge, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of my knowledge, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

7. The County (i) to the best of my knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Bond or the Bond Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Bond and the Bond Documents. The execution and delivery by the County of the Bond and the Bond Documents and the compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the forgoing.

8. Except as may otherwise be approved by VRA or permitted by the terms of the Bond Documents, the 2013 Financed Property is owned by the Local Government and will not be operated or controlled by any other entity or person.

9. Except as set forth in the Financing Agreement, there are not pending nor, to the best of my knowledge, threatened against the County, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature, (i) affecting the creation, organization or existence of the County or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery and/or performance of the Authorizing Resolution or the Bond Documents or the issuance or delivery of the Bond, (iii) in any way contesting or affecting the validity or enforceability of the Authorizing Resolution, the Bond Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the County or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Authorizing Resolution, the Bond Documents or the Bond, or (v) the undertaking of the Project.

Very truly yours,

EXHIBIT G
COUNTY OF FAIRFAX, VIRGINIA
FORM OF CERTIFICATION AS TO NO DEFAULT

[DATE]

[Insert Name]
Compliance & Financial Analyst
Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, VA 23219

Dear [Mr./Ms.] _____:

In accordance with Section 9.4 of the Local Bond Sale and Financing Agreement dated as of October ____, 2013 (the "Financing Agreement") between Virginia Resources Authority and the County of Fairfax, Virginia (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, _____, and through the date of this letter:

1. [No event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default as defined in Section 10.1 of the Financing Agreement.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].
2. [The ownership and status of all or a portion of the 2013 Financed Property has not changed since the Closing Date.] [If untrue, please describe.]
3. [Neither the 2013 Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]
4. [Neither the 2013 Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39.] [If untrue, please describe.]
5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the 2013 Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]
6. [The Local Government has not used or permitted the use of any Proceeds of the Local Bond directly or indirectly to make a loan to an ultimate borrower other than itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]

7. [Other than any amounts described in the Nonarbitrage Certificate and Tax Compliance Agreement dated November __, 2013 (the "Local Tax Document"), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Local Bond as security for or the direct or indirect source of the payment of the principal of or interest on the Local Bond.] [If untrue, please describe.]
8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.8 of the Local Tax Document.] [If untrue, please describe.]
9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]
10. Unless otherwise defined herein, each capitalized term used herein shall have the meaning set forth in the Local Tax Document.

Sincerely,

[Insert Name]
Local Representative

SCHEDULE 1.1

FINAL TERMS

Principal Amount of 2013A VRA Bonds	\$ _____
Principal Amount of Local Bond	\$ _____
Purchase Price	\$ _____*

* The Purchase Price was determined as follows: by adding to the par amount of the portion of the Related 2013C VRA Bonds (\$ _____), the Local Government's share of the net premium on the 2013C VRA Bonds (\$ _____) and by subtracting from the par amount of the Related 2013C VRA Bonds the Local Government's share of VRA's Expenses set forth in Section 3.2 (\$ _____) and the Local Government's share of the deposit on the Closing Date to a VRA Reserve (\$ _____).

ADDITIONAL CONDITIONS PRECEDENT TO PURCHASE OF LOCAL BOND:

PROJECT BUDGET

County of Fairfax, Virginia

Sources and Uses of Funds

INTEREST RATES AND PAYMENT SCHEDULE FOR LOCAL BOND

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Board Agenda Item
October 8, 2013

ACTION - 4

Testimony for Public Hearing on Commonwealth of Virginia's Six-Year Improvement Program for Interstate, Primary, and Urban Highway Systems and Public Transportation for FY 2015 Through FY 2020

ISSUE:

Comments on projects and programs to be included in the Virginia Department of Transportation (VDOT) Fiscal Year 2015-2020 Six-Year Improvement Program (SYIP). The public hearing will be held on October 22, 2013, at 6:00 p.m., at VDOT's Northern Virginia District Office, Fairfax, Virginia. Written comments will be accepted until December 6, 2013.

RECOMMENDATION:

The County Executive recommends that the Board approve the attached letter, transmitting its recommendations and emphasizing its concerns regarding the proposed allocations to Interstate, Primary, and Urban Highway Systems and Public Transportation projects, facilities, and services.

TIMING:

Action should be taken on this item on October 8, 2013, so that the Board's position can be presented to the Commonwealth Transportation Board (CTB) at the Six-Year Improvement Program Public Hearing to be held in Northern Virginia on October 22, 2013.

BACKGROUND:

On September 26, 2013, the CTB announced public hearings across the state to receive testimony regarding potential Interstate, Primary, and Urban Highway Systems and Public Transportation projects for the Virginia Six-Year Improvement Program. The CTB indicated that comments received at the public hearings, or through written comments, will be used to formulate the Draft Fiscal Year 2015-2020 SYIP which will be distributed for review in Spring 2014.

The Board is requested to endorse and provide recommendations for oral testimony on the SYIP, which will be presented by the Board Transportation Committee Chairman at the CTB Public Hearing on October 22, 2013. The County Executive recommends that the Board approve these comments and recommendations. (Attachment 1)

Board Agenda Item
October 8, 2013

VDOT continues to prioritize, fund, and construct projects primarily through the Six-Year Program. Projects that are the subject of the public hearing and comment period include Interstate and Primary Highway projects (and Urban projects in cities and towns), and public transit projects. Secondary Road Programs are subject to separate joint VDOT/County public hearings.

The schedule for the FY 2015 – FY 2020 Six-Year Program begins this fall with initial public hearings. From October through March, revenue estimates, schedule and cost updates, recommended project allocations, cash flow analyses, and project allocations returned from the Metropolitan Planning Organizations (MPOs) will be undertaken. The FY 2015 - FY 2020 Program is scheduled for adoption by the CTB in June 2014.

FISCAL IMPACT:

None

ENCLOSED DOCUMENTS:

Attachment I: Testimony of Jeff McKay, Chairman, Fairfax County Board of Supervisors Transportation Committee and Letter Transmitting the Board's Comments.

STAFF:

Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Fairfax County Department of Transportation (FCDOT)
Eric Teitelman, Chief, Capital Projects and Operations Division, FCDOT
Todd Minnix, Chief, Transportation Design Division, FCDOT
Todd Wigglesworth, Acting Chief, Coordination and Funding Division, FCDOT
Michael Lake, Coordination and Funding Division, FCDOT
Karyn Moreland, Capital Projects and Operations Division, FCDOT

October 22, 2013

The Honorable Sean Connaughton
Secretary of Transportation
Commonwealth of Virginia
Patrick Henry Building, Third Floor
1111 East Broad Street
Richmond, Virginia 23219

Dear Secretary Connaughton:

On behalf of the Fairfax County Board of Supervisors, I am writing to provide you and the other Commonwealth Transportation Board (CTB) members comments regarding the Draft FY 2015 – 2020 Virginia Department of Transportation Six-Year Improvement Program for Interstate, Primary, and Urban Systems and Public Transportation. On October 8, 2013, the Board discussed Fairfax County's transportation projects that should be identified in the draft program. Subsequently, the Board approved the attached testimony, which incorporates the County's comments on the draft program.

The Board requests that this letter and its attachment be made a part of the public comments record, and that full consideration be given to these comments in preparing the Draft FY2015 – FY2020 allocation document in Spring 2014.

Thank you for the opportunity to provide comments on the draft program. If you need any clarification or further information, please let me know.

Sincerely,

Sharon Bulova

Attachments: a/s

cc: Members, Commonwealth Transportation Board
Members, Fairfax County Delegation to the General Assembly
Members, Fairfax County Board of Supervisors
Gregory A. Whirley, Commonwealth Transportation Commissioner
Thelma D. Drake, Director, Virginia Department of Rail and Public Transportation
Helen Cuervo, Northern Virginia District Administrator, Virginia Department of Transportation
Edward L. Long Jr., County Executive
Robert A. Stalzer, Deputy County Executive
Tom Biesiadny, Director, Department of Transportation

**Testimony of Jeff McKay, Chairman
Fairfax County Board of Supervisors Transportation Committee
Regarding the
Proposed FY 2015 - 2020 Virginia Department of Transportation Six-Year
Improvement Program for Interstate, Primary, and Urban Systems and Public
Transportation
October 22, 2013**

Secretary Connaughton, Commissioner Whirley, Director Drake, and members of the Commonwealth Transportation Board: I am Jeff McKay, Chairman of the Fairfax County Board of Supervisors Transportation Committee. I am here today to present testimony on the proposed FY 2015-2020 Six-Year Improvement Program. I appreciate this opportunity to testify before you to provide comments on the Program.

Fairfax County recognizes and appreciates the funding for the County's priorities which was included in the adopted FY 2014-2019 program. These include:

- Honoring the state's commitment to the Federal Government by providing the local match for WMATA's Capital and Safety Improvements,
- Funding for the Jones Branch Drive Connector which is the first new major roadway improvement within Tysons, through VDOT's Revenue Sharing Program. Although funding was included for this project, please revise the estimate to show the correct estimate which matches the \$22.4 million funding allocation,
- Funding for the preliminary engineering and right-of-way for the I-66/Route 28 interchange improvements,
- \$23 million to purchase 43 replacement buses for the Fairfax Connector,
- \$4.2 million for the I-395 Fourth Lane Southbound improvements design, and
- The numerous projects in the program to improve safety and upgrade the signal and pedestrian facilities throughout the County.

Also, representatives of the Virginia Department of Transportation worked closely and cooperatively with the County's Department of Transportation staff to implement a BRAC-related Office of Economic Adjustment grant proposal for \$180 million for the widening of Route 1 between Telegraph Road and Mount Vernon Highway.

As appreciative as we are for these increased transportation resources and the General Assembly's approval of HB 2313, we believe additional investment is essential to fix our transportation infrastructure. Fairfax County, like other localities throughout Virginia, still has numerous critical transportation projects that require funding, including some that I previously mentioned. We hope that a significant portion of the new statewide revenues from HB 2313 will be used to help address these needs. In particular, significant state assistance (along with a substantial amount of Federal, local and private funds) will be needed to transform Tysons from a suburban office development to a transit-oriented, mixed-use area that continues to provide significant revenues to the Commonwealth well into the future. This is a \$3.1 billion program of projects over 40 years. The County has prepared a funding plan that relies heavily on contributions from the development community; however, the Commonwealth's participation is essential, particularly in funding and implementing the Route 7 widening between the Dulles Toll Road and Reston.

The Board appreciates the actions of the Governor and General Assembly during the 2013 Session to pass HB 2313. The Governor and General Assembly worked together and passed a bill that will provide substantial resources for our transportation needs. The work done this past session is of historical significance in moving transportation in Northern Virginia forward.

The Northern Virginia Transportation Authority (NVTA) has begun preparing for the new regional funds, by approving an FY 2014 project list and initiating a bond validation proceeding to test the validity of the bonds, processes, and authorizing statutes. Fairfax County is also preparing for the arrival of HB 2313 funds by engaging in an effort to streamline our implementation processes. It is essential that all levels of government

work together to coordinate the new HB 2313 funds to maximize the revenues available to needed County projects. This is especially important as VDOT begins working on the evaluation and rating of significant projects in Northern Virginia, as required by HB 599/SB 531 (2012). It is critical that VDOT evaluate far more than the statutory minimum of 25 projects to provide both the CTB and NVTI information to help them make future funding decisions. We ask for your continued cooperation as we begin addressing Northern Virginia's transportation needs.

Specifically, there is still a need for additional funding, or the assurance of funding, for several of the County's priority projects. These include:

- Dulles Rail Project – Phase II: The Governor and the General Assembly have agreed to provide an additional \$300 million to reduce the cost of the project to be borne by Dulles Toll Road users. The Board appreciates this allocation and requests that the Commonwealth forward these funds to the Metropolitan Washington Airports Authority as scheduled in FY 2014, FY 2015 and FY 2016.
- Soapstone Connector Study – As recommended by the Reston Metrorail Access Group (RMAG), the Fairfax County DOT is conducting a Feasibility Study for the Soapstone Drive Connector /Overpass over the Dulles Toll Road, which would provide multi-modal connectivity and accessibility to the Wiehle-Reston East Metrorail Station between Sunset Hills Road and Sunrise Valley Drive. The County requests that the CTB provide funding for design of this project.
- Fairfax County Parkway and Franconia-Springfield Parkway Corridor Improvement Study – The Board of Supervisors has requested that VDOT, in coordination with the County, work on developing a vision for the Parkways and conduct a Corridor Improvement Study. The objective being to consider what the Parkways would look like in the future and how much capacity they will provide. The estimated cost for the study is approximately \$1.5 million. We are requesting the CTB help provide support for this effort.
- Route 7 Improvements – Route 7 is a regional corridor in critical need of improvement. The FY 2014-2019 adopted program includes only \$5.0 million

toward the \$30 million needed for design of the widening of Route 7 from Reston Avenue to Jarrett Valley Drive. We are requesting that the additional \$25 million needed for design be included in the program.

- Route 7 Bridge Decks Replacement over the Dulles Toll Road – We thank the CTB for including \$19 million in the program for this project. However, subsequent to the initial project estimate, required design changes have increased the cost of the project. Final estimates are still being determined. We request that VDOT allocate additional funding to the project once these costs are finalized.
- Reconstruction of the I-95/Fairfax County Parkway Interchange at Newington, which is needed to address the continued increase in personnel at Fort Belvoir due to the BRAC realignment. The adopted program only shows \$4.2 million of the \$82.6 million needed. We are requesting additional funds be included for this project.
- Provide funding for construction of I-66/Route 28 improvements.
- Provide funding to implement transit and transportation demand management improvements identified for the I-95 corridor, as is provided for within the Commonwealth's FY 2013-2014 Budget.
- For the following projects, the draft FY 2014-2019 program included additional funds required after FY 2019. The adopted program (published and shown on VDOT's website) removed these funds for programmatic and accounting purposes. We request that they be shown in all future Six Year Improvement Program documents for public purposes with the correct estimates matching the funding allocations. The projects include:
 - Tysons Corner Roadway Improvements - \$33.6 million
 - Tysons Metrorail Access Improvements - \$28.4 million
 - Reston Metrorail Access Group Recommendations - \$27.9 million
 - Rolling Road Widening To Four Lanes Preliminary Engineering - \$23.7 million

In addition to the projects just mentioned, the Board also has concerns about the reduction of funds for the County's Transportation Demand Management (TDM) program for FY 2013. The program has been reduced by \$94,000. These funds are needed to help fund full implementation of this program, especially at a time when there is a need for cost-effective alternatives to increasing capacity and reducing peak period traffic on our roads by attracting solo drivers to carpools or transit, shifting work schedules away from traditional peak hours, and allowing more employees to work at home. The County's TDM program also delivers better environmental outcomes, improved public health, and stronger communities. We are requesting that these funds be restored.

We remain concerned about some of the components of legislation passed in 2012. House Bill 1248/Senate Bill 639 allowed VDOT and the CTB to withhold transportation funds, if local land-use policies are not consistent with what VDOT or the CTB envision as the best policies. We continue to be concerned that this may seriously impact an established land-use and development process in Fairfax County, particularly as one of the state's largest redevelopments is occurring in Tysons.

As part of SB 1140, the Administration is currently working on efforts to modify statewide transit formulas which could significantly impact Fairfax County and other jurisdictions throughout the Commonwealth. The proposed operations formula includes ridership data as part of its transit system sizing. Discussions about how to count passenger trips on WMATA's Metrorail have taken place, and we believe that the methodology used must appropriately reflect those transit trips taken in Virginia. Ridership should be based on boardings and alightings within the Commonwealth, rather than residency or other methodologies not based specifically on ridership. Further, SB 1140 requires that service delivery factors be based on effectiveness and efficiency, and while the proposed performance model includes metrics pertaining to efficiency, it currently has none related to the effectiveness. It is imperative that the Transit Service Delivery Advisory Committee, DRPT, and the CTB work with transit providers to ensure economic benefits generated by reliable convenient transit service,

are included. Northern Virginia serves the most transit riders and provides the most transit options in the Commonwealth, and, as such, receives the majority of available transit funding. However, Fairfax County and our local governments also provide significant local and regional resources for these services. We ask that, as this process moves forward, you remember the importance of transit to the Northern Virginia region and the impacts that any change to funding could impact congestion in the metropolitan area.

Additionally, the CTB has the authority to allocate up to \$500 million to priority projects before funds are provided for the construction fund and the Board wants to ensure that Northern Virginia receives its fair share of this funding, as the Washington metropolitan area continues to have some of the highest congestion in the country. Due to this provision, the secondary road fund is not expected to receive any funds until FY 2017, even with the influx of funding provided by HB 2313. The secondary road fund has not received significant new funds since FY 2010, and the County is concerned over the continued lack of funds for this essential program.

We request that the County's testimony be made a part of the proposed Six-Year Program public hearing record, and that full consideration be given to these comments in preparing the final allocation document for FY2015 – FY2020. Thank you for this opportunity to provide comments on behalf of Fairfax County. If you need any further clarification or information, please let me know.

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INFORMATION - 1

Contract Amendment - Dental Services for the Homeless Healthcare Program

The Fairfax County Health Department has a requirement to continue to provide dental services to indigent adults. These services have previously been provided through a Memorandum of Agreement (MOA) with the Northern Virginia Dental Clinic (NVDC). Anticipating the expiration of that MOA, the requirement to provide these services to indigent County residents was forwarded to the Department of Purchasing and Supply Management (DPSM). Upon review of the requirement, the Purchasing Agent determined that an amendment to the existing contract with NVDC for dental services to the unsheltered homeless in Fairfax County is the best vehicle to provide the same scope of work to a similar population.

The contract with NVDC for dental services to the unsheltered homeless was awarded in March 2009. The original contract with NVDC was awarded through competitive negotiations. A Request for Proposals (RFP) was issued in October 2008 and notification was sent to approximately 500 firms. Two firms submitted proposals in response to the RFP. After negotiating an acceptable contract notification was presented to the Board of Supervisors on March 9, 2009 as an information item. The contract was valued at \$270,000 for a four-year term with five one-year renewals. The amendment will increase the contract value by \$50,000 per year for a total of \$250,000. Under the amended contract, NVDC will provide a minimum of 14 appointment hours per week and clients will continue to pay a flat rate of \$40.00 per routine visit. Eligibility for these services is determined by designated social service referring agencies.

Arlington County and the City of Alexandria have also entered into agreements with NVDC to provide the same scope of services to their indigent populations.

The Fairfax County Department of Tax Administration has verified that the Northern Virginia Dental Clinic possesses the appropriate Fairfax County Business, Professional, & Occupational License (BPOL). The Northern Virginia Dental Clinic is classified as a small business.

Unless otherwise directed by the Board of Supervisors, the Department of Purchasing and Supply Management will amend the Northern Virginia Dental Clinic contract to incorporate additional dental services for indigent adults.

ENCLOSED DOCUMENTS:

None

FISCAL IMPACT:

The annual fiscal impact to the Health Department is \$50,000, which is included in the baseline FY 2014 Adopted Budget Plan for the Health Department. The maximum anticipated costs for the life of the contract would be \$250,000, assuming the County exercises all its renewal options.

STAFF:

Cathy A. Muse, Director, Department of Purchasing and Supply Management
Gloria Addo-Ayensu M.D., Director, Health Department
M. Gail Ledford, Director, Department of Administration for Human Services

Board Agenda Item
October 8, 2013

INFORMATION - 2

Planning Commission Action on Application 2232-B13-8, Milestone
Communications, Inc. and AT&T Mobility (Braddock District)

On Thursday, September 19, 2013, the Planning Commission voted unanimously (Commissioners de la Fe, Donohue and Sargeant absent from the meeting) to approve 2232-B13-8.

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

Application 2232-B13-8 sought approval to construct a 120 foot tall light standard and associated equipment and generator compounds at Lake Braddock Secondary School. AT&T will be the initial carrier with up to four future carriers. The property is located at 9120 Burke Lake Road (Tax Map 78-2 ((1)) 1).

ENCLOSED DOCUMENTS:

Attachment 1: Verbatim excerpts from 9/19/13 Commission meeting
Attachment 2: Vicinity map

STAFF:

Robert A. Stalzer, Deputy County Executive
Fred R. Selden, Director, Department of Planning and Zoning (DPZ)
Chris Caperton, Public Facilities Branch Chief, Planning Division, DPZ
Jill G. Cooper, Executive Director, Planning Commission Office

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Planning Commission Meeting
September 19, 2013
Verbatim Excerpt

2232-B13-8 – MILESTONE COMMUNICATIONS, INC. AND AT&T MOBILITY

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; recognize Ms. Hurley.

Commissioner Hurley: Thank you, Mr. Chairman. First off, to address that latter comment from Commissioner Hall – yes, we have more and more users in Braddock District. We're fortunate to have both George Mason University and Northern Virginia Community College and in between the two, we're fortunate to have three very fine high schools – Braddock, Robinson, and Woodson. And with this, all three of them will have cell towers, which – as we've noted – are desperately needed by growing demand from the consumer. The Braddock Land Use Committee has endorsed this project, but they also have some concerns about the generator. I'd note again for the staff, we need to ensure the staff that generator placement is understood by the community and that the co-location is looked into in the future for all future sites. In this particular case, the generator placement – I talked with Tom Casey, who is the Fairfax County school system's wireless infrastructure specialist, and I've also talked with the athletic director with the school. They are confident that within the next couple of weeks, they can come up with a site that will satisfy everybody. They weren't able to do it sooner because they just got the synthetic turf put in and the wires underneath are new and all this sort of thing. However, rather than defer this case, I'm also very sensitive to the fact that the developer has a very short time frame between the end of the football season and the beginning of the spring season with which to work and I do not want to defer this. I am confident that the specific placement or co-location of the generator will be worked out very soon. And with that understanding, I concur with the staff's conclusion that the proposal involving Milestone Communications, Incorporated and AT&T Mobility to construct a 120-foot tall replacement light standard, located at 2120 – I'm sorry, 9120 Burke Lake Road, Burke, Virginia, as amended in the staff's presentation to lower the generator height and revise the generator screening, satisfies the criteria of location, character, and extent as specified in *Virginia Code* Section 15.2-2232, as amended. Therefore, Mr. Chairman, I MOVE THAT THE PLANNING COMMISSION FIND SUBJECT APPLICATION 2232-B13-8 SUBSTANTIALLY IN ACCORD WITH THE PROVISIONS OF THE ADOPTED COMPREHENSIVE PLAN.

Commissioner Migliaccio: Second.

Chairman Murphy: Seconded by Mr. Migliaccio. Is there a discussion of the motion? All those in favor of the motion to approve 2232-B13-B – 8, excuse me, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries. Thank you very much. Thank you, Mr. Hansen.
Thank you, Mr. Stearns.

//

(The motion carried by a vote of 9-0. Commissioners de la Fe, Donahue, and Sargeant were absent from the meeting.)

JLC

PLANNING DETERMINATION

Section 15.2 -2232 of the Code of Virginia



Number: 2232-B13-8

Acreage: 16.74 Ac.

District: Braddock

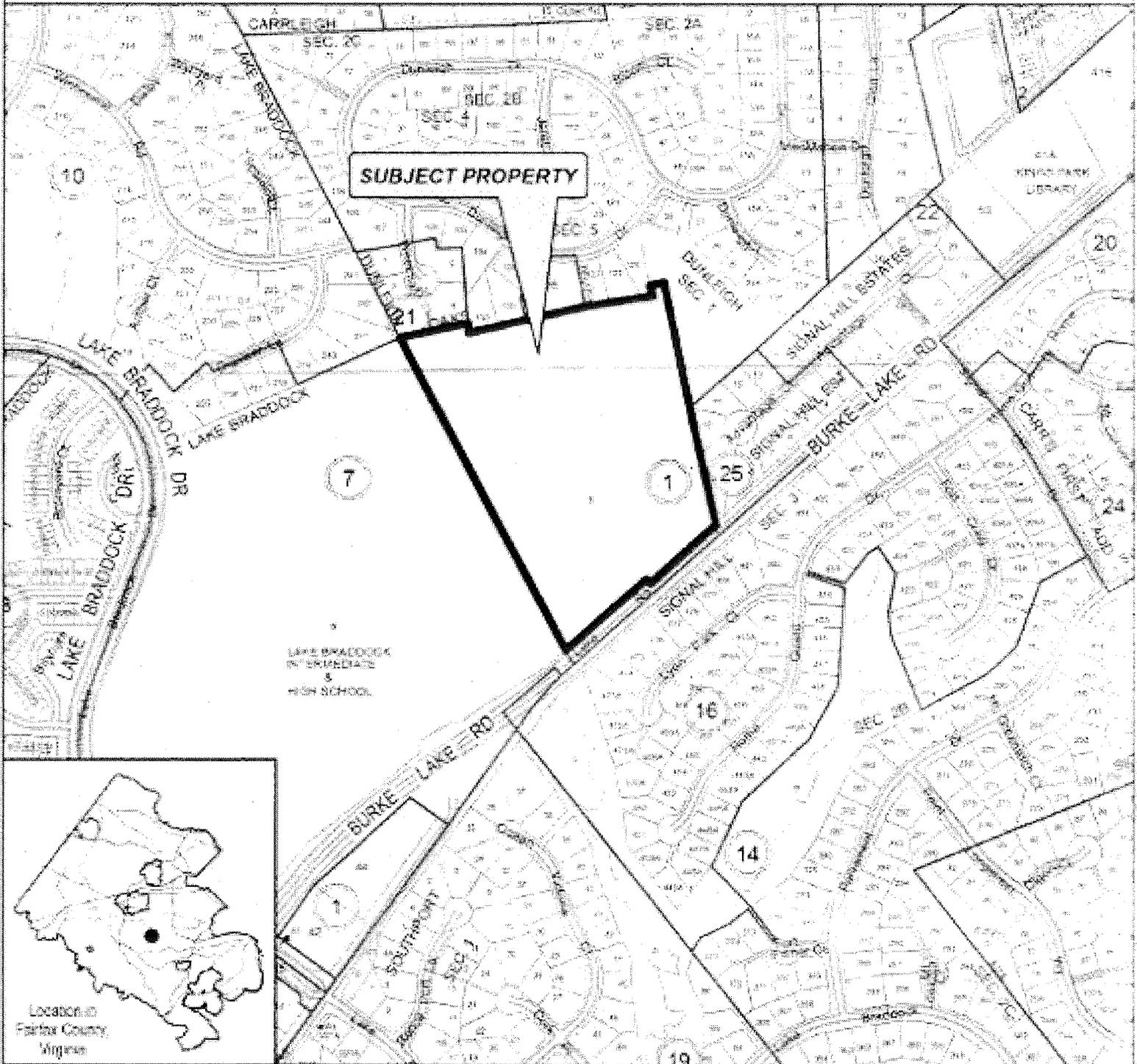
Tax Map I.D. Number: 78-2 ((1)) 1

Address: 9120 Burke Lake Rd.
Burke, VA. 22015

Planned Use: Public Facilities, Gov't. & Inst.

Applicant: Milestone Communications, Inc.,
and AT&T Mobility

Proposed Use: 120' Replacement Light Standard at the Lake Braddock Secondary School Site



500 FEET

PREPARED BY THE DEPARTMENT OF PLANNING AND ZONING
USING FAIRFAX COUNTY GIS



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Board Agenda Item
October 8, 2013

10:50 a.m.

Matters Presented by Board Members

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11:40 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. *In Re: February 13, 2013, Decision of the Fairfax County Board of Zoning Appeals; Trang P. Mai v. Fairfax County Department of Planning and Zoning, Case No. CL-2013-0005213 (Fx. Co. Cir. Ct.) (Mason District)*
 - 2. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Loan Phuong, Case No. CL-2013-0003688 (Fx. Co. Cir. Ct.) (Braddock District)*
 - 3. *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)*
 - 4. *Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Airlie Real Estate Trust #95-04530 and Jeffrey Sedgwick, Trustee, Case No. CL-2012-0017559 (Fx. Co. Cir. Ct.) (Mason District)*
 - 5. *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)*
 - 6. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Santos Gutierrez, Case No. CL-2011-0003448 (Fx. Co. Cir. Ct.) (Lee District)*
 - 7. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Tania Soto-Yapura, Case No. CL-2013-0008359 (Fx. Co. Cir. Ct.) (Mason District)*
 - 8. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Zahir Ahmed, Case No. CL-2012-0019602 (Fx. Co. Cir. Ct.) (Mount Vernon District)*

9. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Michael R. Congleton, Property Maintenance Code Official for Fairfax County, Virginia v. Scott W. Pruitt*, Case No. CL-2009-0013751 (Fx. Co. Cir. Ct.) (Springfield District)
10. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Elise Ann Brandenburger Brown*, Case No. CL-2013-0005149 (Fx. Co. Cir. Ct.) (Dranesville District)
11. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Kirubel Gebrehiwot*, Case No. CL-2013-0008130 (Fx. Co. Cir. Ct.) (Mason District)
12. *Leslie B. Johnson, Fairfax County Zoning Administrator v. FW VA-Willston Centre II, LLC*, Case No. CL-2013-0012161 (Fx. Co. Cir. Ct.) (Mason District)
13. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Manzoor Ul Haq Sheikh and Shagufta A. Sheikh*, Case No. CL-2013-0009607 (Fx. Co. Cir. Ct.) (Lee District)
14. *Leslie B. Johnson, Fairfax County Zoning Administrator and Michael R. Congleton, Property Maintenance Code Official for Fairfax County v. Nathalie Kay Jacobsen*, Case No. CL-2013-0008288 (Fx. Co. Cir. Ct.) (Lee District)
15. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Daniel C. Robinson*, Case No. CL-2013-0010319 (Fx. Co. Cir. Ct.) (Mount Vernon District)
16. *Leslie B. Johnson, Fairfax County Zoning Administrator, and Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Vilma Ortiz and Elba C. Perez*, Case No. CL-2013-0014398 (Fx. Co. Cir. Ct.) (Lee District)
17. *Fairfax County Board of Supervisors v. Alisha Wilkerson*, Case No. GV13-016397 (Fx. Co. Gen. Dist. Ct.)
18. *Fairfax County Board of Supervisors v. Karen Bayly*, Case No. GV13-016394 (Fx. Co. Gen. Dist. Ct.)
19. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Road Runner, LLC*, Case No. GV13-009187 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
20. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Danielle M. Pletka and Stephen G. Rademaker*, Case No. GV13-019696 (Fx. Co. Gen. Dist. Ct.) (Dranesville District)
21. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Salvador Martinez*, Case No. GV13-019697 (Fx. Co. Gen. Dist. Ct.) (Lee District)

22. *Leslie B. Johnson, Fairfax County Zoning Administrator v. James H. Miller and Marian H. Miller*, Case No. GV13-019640 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
23. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Francisco Javier Arcentales, Rosario Arcentales, and Javier Arcentales*, Case No. GV13-019827 (Fx. Co. Gen. Dist. Ct.) (Lee District)
24. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Shaita Ijaz*, Civil Case No. GV13-020257 (Fx. Co. Gen. Dist. Ct.) (Hunter Mill District)
25. *Jeffrey L. Blackford, Property Maintenance Code Official for Fairfax County, Virginia v. Daniel Marshall Whedon*, Case No. GV13-020573 (Fx. Co. Gen. Dist. Ct.) (Mount Vernon District)
26. *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)
27. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Barbara A. Rojas*, Case No. GV13-020768 (Fx. Co. Gen. Dist. Ct.) (Lee District)
28. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Melvin R. Palma*, Case No. GV13-020767 (Fx. Co. Gen. Dist. Ct.) (Lee District)
29. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Eriberto L Jose and Angelita C. Jose*, Case No. GV13-021058 (Fx. Co. Gen. Dist. Ct.) (Lee District)
30. *Leslie B. Johnson, Fairfax County Zoning Administrator v. Jose Yanez and Luisa D. Palma*, Case No. GV13-021188 (Fx. Co. Gen. Dist. Ct.) (Lee District)

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Board Agenda Item
October 8, 2013

3:30 p.m.

Public Hearing on SEA 88-S-077-06 (Sunoco, Inc. (R&M) to Amend SE 88-S-077 Previously Approved for a Service Station, Quick Service Food Store, Carwash, Drive-In Financial Institutions, Fast Food Restaurants with Drive Thru Windows, Increase in Building Height, Hotels, Vehicle Rental Establishments, and a Waiver of Sign Regulations to Permit Redevelopment of the Existing Service Station, Quick Service Food Store and Car Wash and Associated Modifications to Site Design and Development Conditions, Located on Approximately 1.45 Acres of Land Zoned C-6 and WS (Sully District)

and

Public Hearing on PCA 88-S-026-03 (Sunoco, Inc. (R&M) to Amend the Proffers for a Portion of RZ 88-S-026 Previously Approved for Commercial Development to Permit Site Modifications and Associated Modifications to Proffers and Site Design with an Overall Floor Area Ratio of 0.35 Overall, for the Shopping Center Located on Approximately 4.07 Acres of Land Zoned C-6 and WS (Sully District)

This property is located at 4475 Daly Drive, Chantilly, 20151. Tax Map 44-1 ((9)) E2 and F2.

PLANNING COMMISSION RECOMMENDATION:

On Thursday, October 3, 2013 the Planning Commission voted unanimously (Commissioner Sargeant absent from the meeting) to recommend the following actions by the Board of Supervisors:

- Approval of PCA 88-S-026-03, subject to the execution of proffers consistent with those dated September 30, 2013; and
- Approval of SEA 88-S-077-06, subject to the development conditions consistent with those dated September 12, 2013, with the following changes/additions:
 - Sales of single bottles or cans of beer and six-packs of beer shall be prohibited;
 - Cases of beer and bottles of wine shall not be refrigerated; and
 - The applicant shall install a sign stating that alcoholic beverages shall not be consumed on the property.

Board Agenda Item
October 8, 2013

ENCLOSED DOCUMENTS:

Attachment: Planning Commission Verbatim

Staff Reports previously furnished and available online at:

<http://ldsnet.fairfaxcounty.gov/ldsnet/ldsdfw/4429184.PDF>

STAFF:

Barbara Berlin, Director, Zoning Evaluation Division, Department of Planning and Zoning (DPZ)

Brent Krasner, Planner, DPZ

Planning Commission Meeting
October 3, 2013
Verbatim Excerpt

PCA 88-S-026-03 – SUNOCO, INC. (R&M)
SEA 88-S-077-06 – SUNOCO, INC. (R&M)

After Close of the Public Hearing

Chairman Murphy: Public hearing is closed; Mr. Litzenberger.

Commissioner Litzenberger: Thank you, Mr. Chairman. I move the Planning Commission recommend approval of PCA 88-S-026-03, subject to the proffers consistent with those dated September 30th, 2013, with the following additions/changes:

- One, sales of single bottles/cans of beer and six-packs of beer shall be prohibited;
- Number two, cases of beer and bottles of wine shall not be refrigerated –

Brent Krasner, Zoning Evaluation Division (ZED), Department of Planning and Zoning (DPZ):
Commissioner Litzenberger, I'm sorry to interrupt, do you want this to be connected to the proffers or to the conditions?

Commissioner Litzenberger: Which do you recommend?

Mr. Krasner: I recommend the conditions.

Commissioner Litzenberger: Okay.

William O'Donnell, ZED, DPZ: So if you would – if you wouldn't mind, just repeat the first motion that's related to the proffers and don't add your change. Just repeat that. And then the change that you want to do, put in association with the development conditions.

Commissioner Litzenberger: Let me start over. I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF PCA 88-S-026-03, SUBJECT TO THE PROFFERS CONSISTENT WITH THOSE DATED SEPTEMBER 30TH, 2013.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve PCA 88-S-026-03, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries; Mr. Litzenberger.

Planning Commission Meeting
October 3, 2013
PCA 88-S-026-03/SEA 88-S-077-06

Page 2

Commissioner Litzenberger: I MOVE THE PLANNING COMMISSION RECOMMEND APPROVAL OF SEA 88-S-077-06, SUBJECT TO THE DEVELOPMENT CONDITIONS CONSISTENT WITH THOSE DATED SEPTEMBER 12TH, 2013, WITH THE FOLLOWING CHANGES/ADDITIONS:

- SALES OF SINGLE BOTTLES OR CANS OF BEER AND SIX-PACKS OF BEER SHALL BE PROHIBITED;
- NUMBER TWO, CASES OF BEER AND BOTTLES OF WINE SHALL NOT BE REFRIGERATED;
- LASTLY, THE APPLICANT SHALL INSTALL A SIGN STATING THAT ALCOHOLIC BEVERAGES SHALL NOT BE CONSUMED ON THE PROPERTY.

Commissioner Flanagan: Second.

Chairman Murphy: Seconded by Mr. Flanagan. Is there a discussion of the motion? All those in favor of the motion to recommend to the Board of Supervisors that it approve SEA 88-S-077-06, say aye.

Commissioners: Aye.

Chairman Murphy: Opposed? Motion carries.

Commissioner Litzenberger: Thank you, Mr. Chairman. Thank you Mr. Krasner, Mr. O'Donnell, and Ms. Mariska and Sunoco.

//

(Each motion carried by a vote of 11-0. Commissioner Sargeant was absent from the meeting.)

JLC

Board Agenda Item
October 8, 2013

4:00 p.m.

Public Hearing to Consider Parking Restrictions on Williams Drive (Providence District)

ISSUE:

Proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Williams Drive in the Providence District.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles as defined in Section 82-5-7 of the Fairfax County Code, recreational vehicles, and all trailers from parking on Williams Drive from Arlington Boulevard to Javier Road, from 9:00 p.m. to 6:00 a.m., seven days per week.

TIMING:

The public hearing was authorized on September 10, 2013, for October 8, 2013, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminish the capacity of on-street parking for other uses.

The Providence District office has forwarded a petition and request from nearly all of the business owners along Williams Drive to prohibit commercial vehicles as defined in Section 82-5-7 of the Fairfax County Code, recreational vehicles, and all trailers from parking on Williams Drive from Arlington Boulevard to Javier Road, from 9:00 p.m. to 6:00 a.m., seven days per week. Business owners have petitioned for the restriction indicating that out-of-area businesses are parking their commercial vehicles and trailers for long periods of time resulting in scarce parking for employees and business customers. This has been verified by staff on a number of occasions.

Based on staff observations of the aforementioned street, long term parking of out of area vehicles is diminishing the capacity of on-street parking for use by the business community.

Board Agenda Item
October 8, 2013

FISCAL IMPACT:

The cost of sign installation is estimated at \$2,000 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed amendment to Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

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

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

Maria Turner, Sr. Transportation Planner, FCDOT

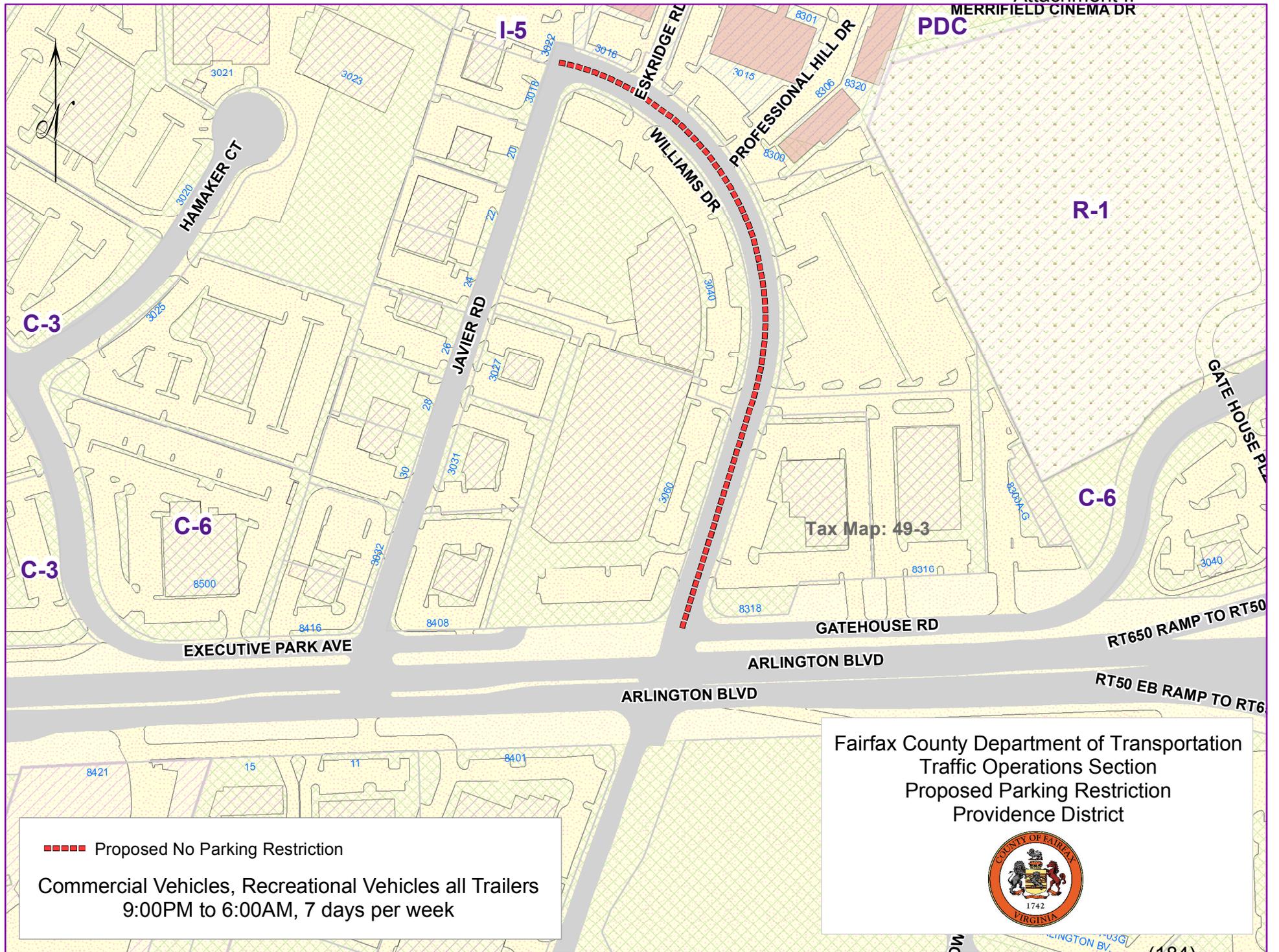
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Williams Drive (Route 5162).

Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Williams Drive from Arlington Boulevard to Javier Road from 9:00 p.m. to 6:00 a.m., seven days per week.



----- Proposed No Parking Restriction
 Commercial Vehicles, Recreational Vehicles all Trailers
 9:00PM to 6:00AM, 7 days per week

Fairfax County Department of Transportation
 Traffic Operations Section
 Proposed Parking Restriction
 Providence District



Board Agenda Item
October 8, 2013

4:00 p.m.

Public Hearing to Consider Parking Restrictions on Penrose Place (Sully District)

ISSUE:

Proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Penrose Place in the Sully District.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles as defined in Section 82-5-7 of the Fairfax County Code, recreational vehicles, and all trailers from parking on Penrose Place from Lee Road to 14339 Penrose Place on the south side and from Lee Road to Chantilly Crossing Lane on the north side, from 7:00 p.m. to 7:00 a.m., seven days per week.

TIMING:

The public hearing was authorized on September 10, 2013, for October 8, 2013, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminish the capacity of on-street parking for other uses.

The property owners of various parcels along Penrose Place have contacted the Sully District Office and requested restrictions to prohibit commercial vehicles as defined in Section 82-5-7 of the Fairfax County Code, recreational vehicles, and all trailers from parking on Penrose Place from Lee Road to 14339 Penrose Place on the south side and from Lee Road to Chantilly Crossing Lane on the north side, from 7:00 p.m. to 7:00 a.m., seven days per week.

Out-of-area businesses are parking their commercial vehicles and trailers for long periods of time resulting in limited parking for employees and business customers.

Board Agenda Item
October 8, 2013

Based on staff observations of Penrose Place, long term parking of out-of- area vehicles is diminishing the capacity of on-street parking for use by the local business community.

FISCAL IMPACT:

The cost of sign installation is estimated at \$1,500 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed amendment to Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

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

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

Maria Turner, Sr. Transportation Planner, FCDOT

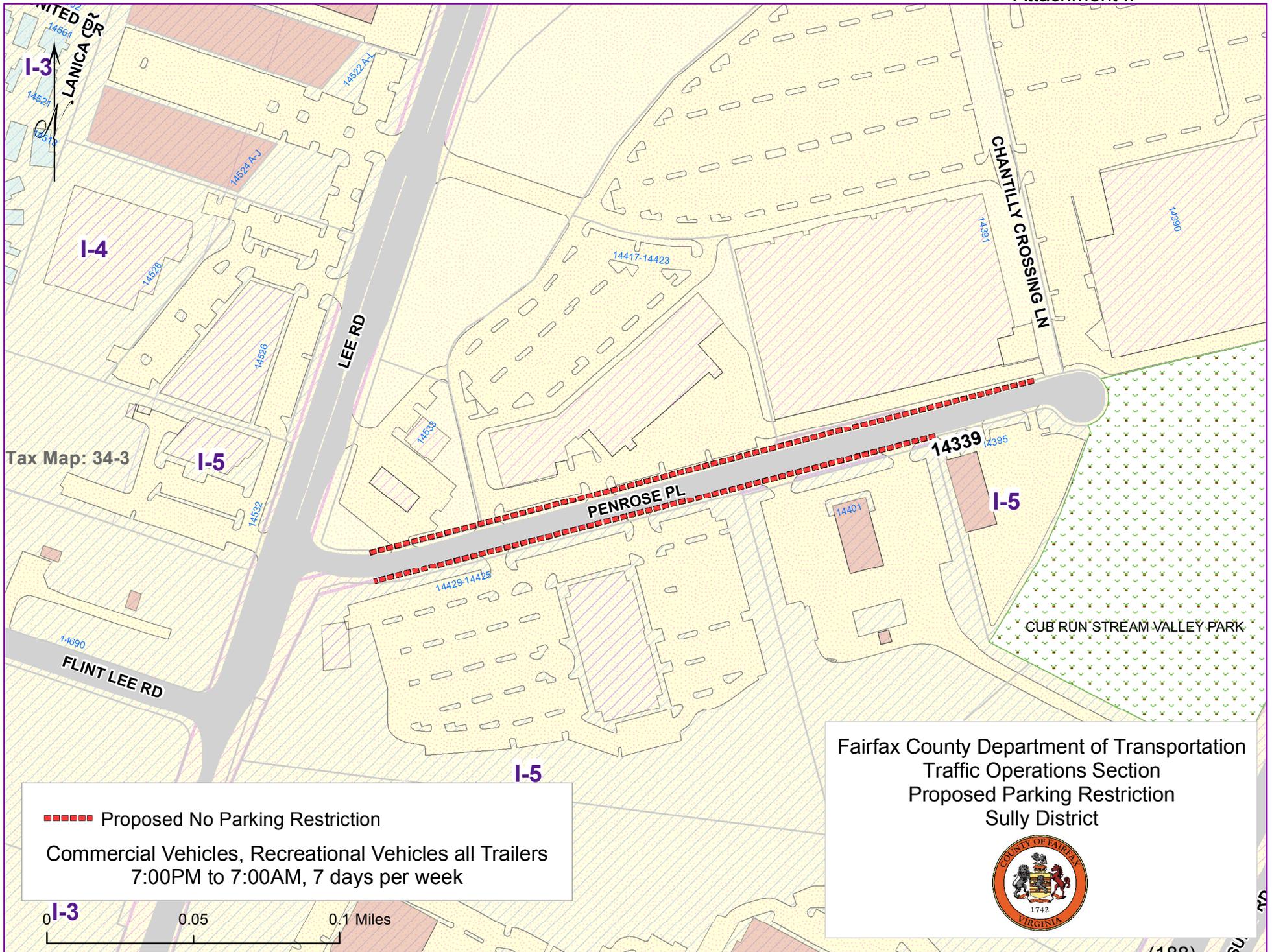
PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Penrose Place (Route 911).

Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Penrose Place from Lee Road to 14339 Penrose Place on the south side and from Lee Road to Chantilly Crossing Lane on the north side, from 7:00 p.m. to 7:00 a.m., seven days per week.



Tax Map: 34-3

 Proposed No Parking Restriction
 Commercial Vehicles, Recreational Vehicles all Trailers
 7:00PM to 7:00AM, 7 days per week

Fairfax County Department of Transportation
 Traffic Operations Section
 Proposed Parking Restriction
 Sully District



Board Agenda Item
October 8, 2013

4:00 p.m.

Public Hearing to Consider Parking Restrictions on Daniels Avenue, Poplar Street and Little River Turnpike Service Road (Mason District)

ISSUE:

Proposed amendment to Appendix R of *The Code of the County of Fairfax, Virginia* (Fairfax County Code), to establish parking restrictions on Daniels Avenue, Little River Turnpike service road, and Poplar Street in the Mason District.

RECOMMENDATION:

The County Executive recommends that the Board adopt an amendment to Appendix R, of the Fairfax County Code, to prohibit commercial vehicles as defined in Section 82-5-7 of the Fairfax County Code, recreational vehicles, and all trailers from parking on Daniels Avenue from the southern boundary of 4104 Daniels Avenue to Maple Place, Little River Turnpike service road from the eastern boundary of 7205 Little River Turnpike to John Marr Drive, and Poplar Street from Annandale Road to Daniels Avenue, seven days per week.

TIMING:

The public hearing was authorized on September 10, 2013, for October 8, 2013, at 4:00 p.m.

BACKGROUND:

Fairfax County Code Section 82-5-37(5) authorizes the Board of Supervisors to designate restricted parking in non-residential areas where long term parking of vehicles diminish the capacity of on-street parking for other uses.

Members of the Annandale Central Business District Planning Committee (ACBDPC) and other Mason District residents contacted the Mason District office regarding concerns of long-term vehicle parking in the Annandale Community Revitalization District (CRD) of Annandale. The community members requested that action be taken to eradicate these parking issues. The Fairfax County Office of Community Revitalization assisted the ACBDPC in conducting community outreach to commercial properties to advertise a public meeting where there was unanimous support to prohibit commercial vehicles as defined in Section 82-5-7 of the Fairfax County Code, recreational vehicles, and all trailers from parking on Daniels Avenue from the southern

Board Agenda Item
October 8, 2013

boundary of 4104 Daniels Avenue to Maple Place, Little River Turnpike service road from the eastern boundary of 7205 Little River Turnpike to John Marr Drive, and Poplar Street from Annandale Road to Daniels Avenue, seven days per week.

Based on staff observations of the aforementioned streets, long term parking of out-of-area vehicles is diminishing the capacity of on-street parking for use by the business community.

FISCAL IMPACT:

The cost of sign installation is estimated at \$3,000 to be paid out of Fairfax County Department of Transportation (FCDOT) funds.

ENCLOSED DOCUMENTS:

Attachment I: Proposed amendment to Fairfax County Code, Appendix R (General Parking Restrictions)

Attachment II: Area Map of Proposed Parking Restriction

STAFF:

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

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

Maria Turner, Sr. Transportation Planner, FCDOT

PROPOSED CODE AMENDMENT

THE CODE OF THE COUNTY OF FAIRFAX, VIRGINIA
APPENDIX R

Amend *The Code of the County of Fairfax, Virginia*, by adding the following to Appendix R, in accordance with Section 82-5-37:

Daniels Avenue (Route 958) from 4104 Daniels Avenue to Maple Place.

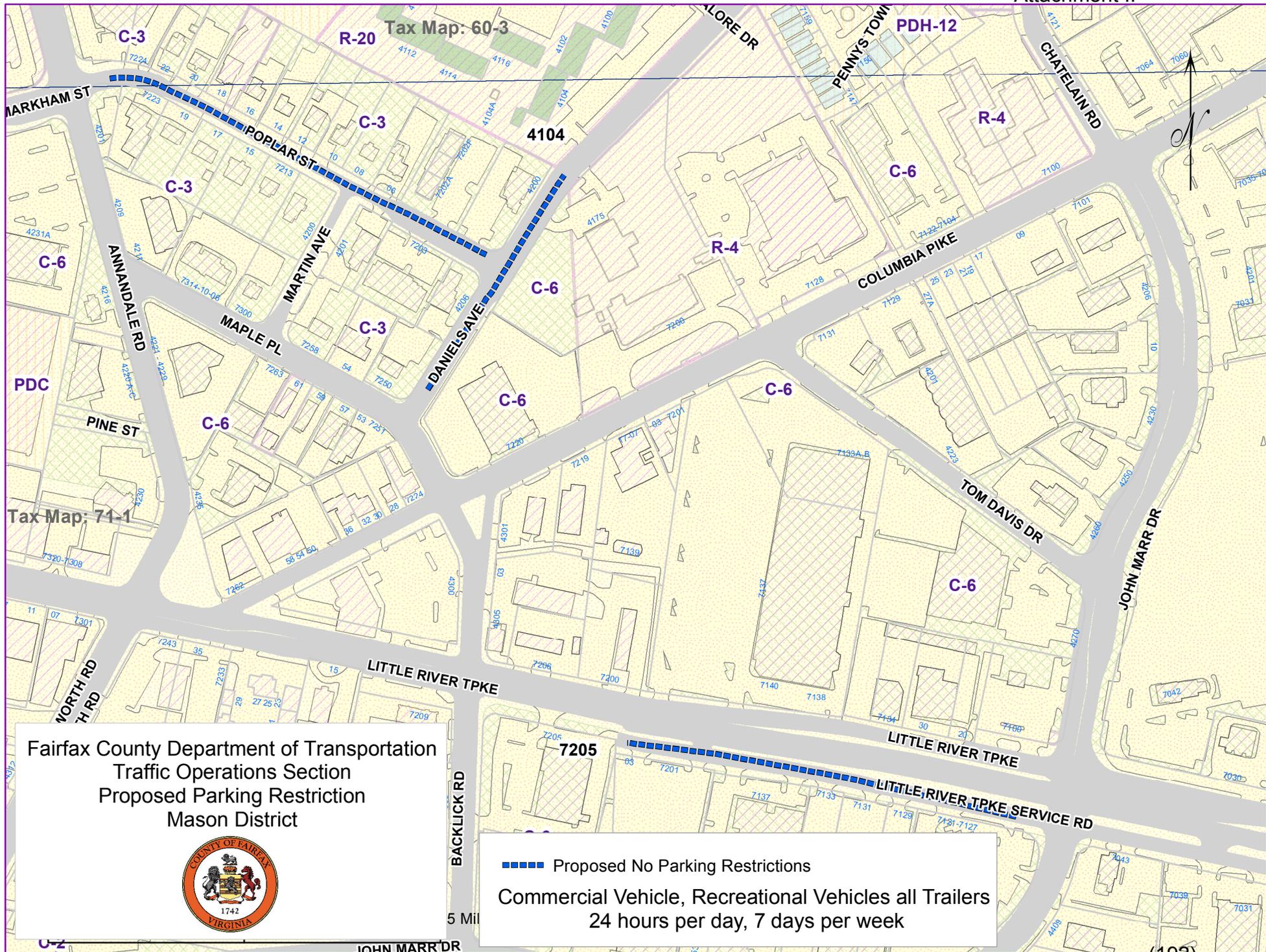
Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Daniels Avenue from the southern boundary of 4104 Daniels Avenue to Maple Place, seven days per week.

Little River Turnpike (Route 236) service road (FR 781) from 7205 Little River Turnpike to John Marr Drive.

Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Little River Turnpike service road from the eastern boundary of 7205 Little River Turnpike to John Marr Drive, seven days per week.

Poplar Street (Route 957) from Annandale Road to Daniels Avenue.

Commercial vehicles, recreational vehicles, and trailers as defined in Fairfax County Code Sections 82-5-7(b) and 82-5B-1 shall be restricted from parking on Poplar Street from Annandale Road to Daniels Avenue, seven days per week.



Tax Map: 71-1

Tax Map: 60-3

Fairfax County Department of Transportation
 Traffic Operations Section
 Proposed Parking Restriction
 Mason District



■ ■ ■ ■ Proposed No Parking Restrictions
 Commercial Vehicle, Recreational Vehicles all Trailers
 24 hours per day, 7 days per week

Board Agenda Item
October 8, 2013

4:00 p.m.

Public Hearing to Continue to Lease Board-Owned Property at the Lewinsville Facility to McNair Child Development Center, Inc. dba "Fun & Friends Child Development Center" (Dranesville District)

ISSUE:

Public hearing to continue to lease Board-owned property at the Lewinsville Facility, located at 1609 Great Falls Street, McLean, Virginia to "Fun & Friends Child Development Center"(Dranesville District).

RECOMMENDATION:

The County Executive recommends that the Board authorize staff to execute a lease extension substantially in the form of the Extension of Lease Agreement for the purpose of operating a child daycare center.

TIMING:

On September 10, 2013, the Board authorized the advertisement of a public hearing to Lease Board-Owned Property.

BACKGROUND:

The Board is the owner of a facility located at 1609 Great Falls Street, McLean, Virginia, known as the Lewinsville Facility and identified as Tax Map No. 30-3 ((1)) parcel 42. Fun & Friends Child Development Center, through different ownerships, has resided at the Lewinsville Facility since 1986. The Center has an enrollment of approximately 95-100 children, ranging in age from 6 weeks to 5 years of age, and serves approximately 90 families in the McLean area.

The prior lease expired on June 30, 2013. Fun & Friends Child Development Center requested to renew and extend the existing lease for 5,109 rentable square feet in the Lewinsville facility. Therefore, it is proposed that the County enter into the Extension of Lease Agreement that will permit Fun & Friends Child Development Center to continue leasing space at the Lewinsville Facility from July 1, 2013 through October 31, 2015.

Staff recommends that the Board enter into the Extension of Lease Agreement with Fun & friends Child Development Center, which will permit them to continue leasing space at the Lewsinville facility to operate a child daycare center.

Pursuant to Section 15.2-1800 of the Code of Virginia a public hearing is required prior to the disposition of Board-owned property.

Board Agenda Item
October 8, 2013

FISCAL IMPACT:

Fun & Friends Child Development Center shall pay annual rent to the Board for the leased space in the amount of \$8,520.85 per month; \$102,250.20 per annum, effective on the commencement date of the Extension of Lease Agreement, July 1, 2013. The annual rent shall be adjusted by two percent (2%) annually, each July 1st, through October 31, 2015.

ENCLOSED DOCUMENTS:

Attachment 1: Extension of Lease Agreement Location Map, Tax Map 30-3

Attachment 2: Location Map, Tax Map 30-3

STAFF:

Jose A. Comayagua, Director, Facilities Management Department

EXTENSION OF LEASE AGREEMENT FOR FUN & FRIENDS
LEWINSVILLE CENTER
1609 GREAT FALLS STREET, McLEAN VA 22101

THIS EXTENSION OF LEASE AGREEMENT dated June 18, 2013, by and between McNAIR CHILD DEVELOPMENT CENTER, INC. dba FUN & FRIENDS CHILD DEVELOPMENT CENTER (“FUN & FRIENDS”), and THE BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (“BOARD”).

RECITAL

Whereas, by Lease Agreement dated August 3, 2010 (the “Agreement”), the BOARD agreed to lease to FUN & FRIENDS certain space, to wit: rooms 8,9,10, 11, and 12 plus 60 sf applicable to the former custodians office, for use by FUN & FRIENDS for the operation of a child care center in the Lewinsville Center, located at 1609 Great Falls Street, McLean VA 22101;

Whereas, the BOARD and FUN & FRIENDS have agreed to extend the Agreement in the manner hereinafter set forth.

NOW, THEREFORE, for and in consideration of the covenants herein contained and other good and valuable considerations, the receipt and adequacy of which are confessed and acknowledged by each of the parties hereto, it is mutually agreed as follows:

1. The BOARD and FUN & FRIENDS mutually agree to extend the Term of the Agreement and the obligation to pay rental through October 31, 2015.
2. FUN & FRIENDS shall continue to pay monthly rental as follows:

July 1, 2013 - June 30, 2014: \$8,520.85 per month
July 1, 2014 - June 30, 2015: \$8,691.27 per month
July 1, 2015 – October 31, 2015: \$8,865.10 per month
3. Except as expressly modified in this Extension of Lease Agreement, all the terms, covenants and conditions of said Agreement shall remain in full force and effect, shall be binding on the parties hereto, and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first above written and declare this Extension of Lease Agreement to be binding on them, their respective successors and permitted assigns.

McNAIR CHILD DEVELOPMENT CENTER,
INC

By: _____

WITNESS: _____

BOARD OF SUPERVISORS FOR FAIRFAX
COUNTY, VIRGINIA

By: _____
David J. Molchany, Deputy County Executive

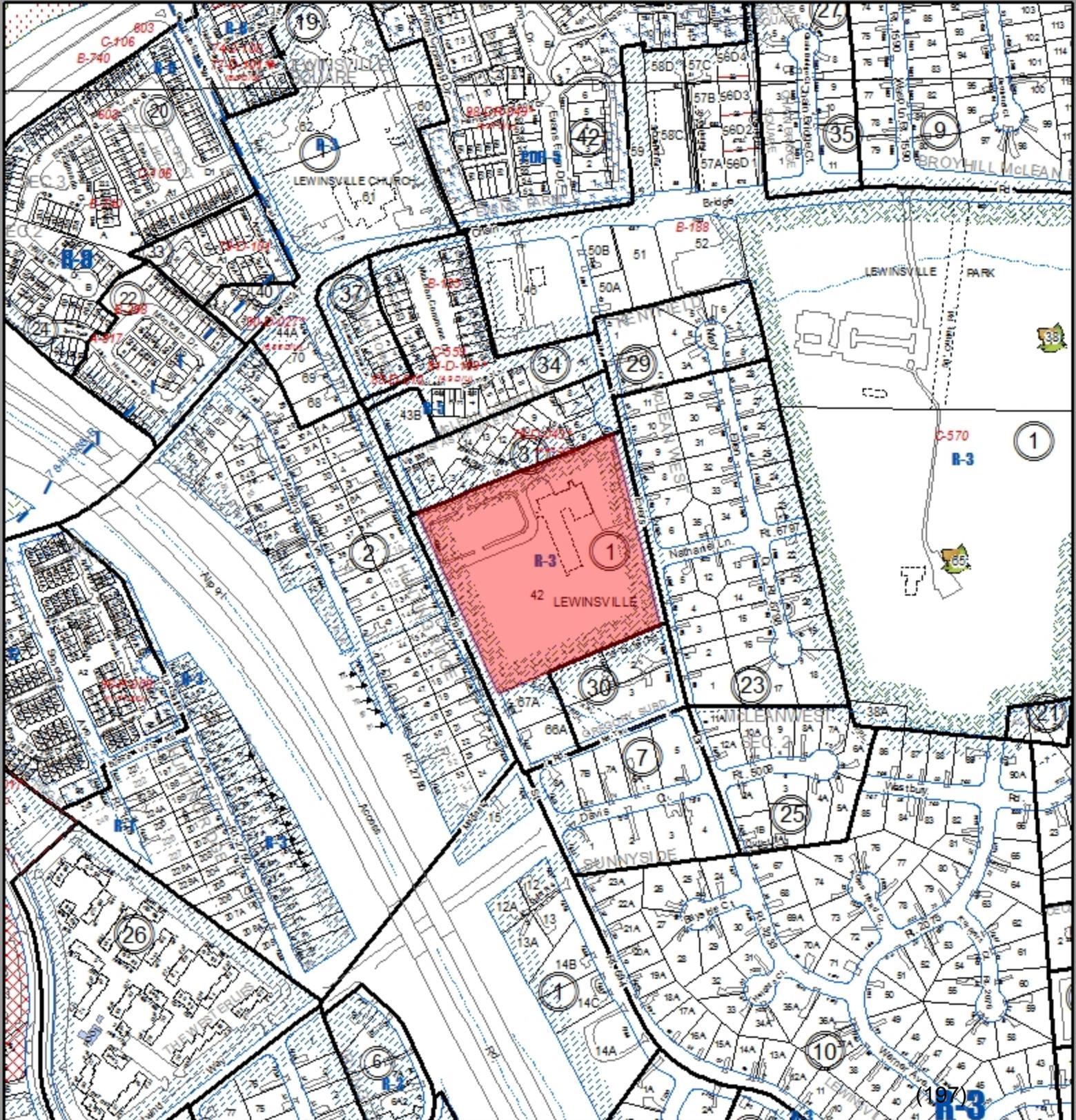
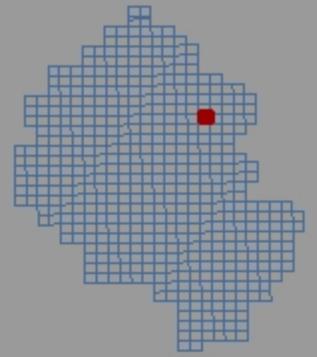
WITNESS: _____

Subject Property:

ATTACHMENT 2

Tax Map No. 30-3 ((1)) 42 Dranesville District

0 125 250 500 Feet



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4:30 p.m.

Public Hearing on Proposed Amendments to the Code of the County of Fairfax, Chapter 3 (County Employees), Increasing the Membership of the Board of Trustees of the Uniformed Retirement System

ISSUE:

Public hearing on proposed amendments to Article 3 of Chapter 3 of the *Code of the County of Fairfax*, to increase the Board of Trustees for the Fairfax County Uniformed Retirement System from eight to ten members by adding a fourth trustee appointed by the Board of Supervisors and a trustee elected from and by the retired members of the System.

RECOMMENDATION:

The County Executive recommends that the Board adopt the proposed amendments to Chapter 3, Article 3.

TIMING:

The Board of Supervisors authorized the advertisement of a public hearing on the proposed amendments on September 10, 2013. The public hearing was scheduled for October 8, 2013, at 4:30 p.m.

BACKGROUND:

The Board of Trustees (BOT) for the Fairfax County Uniformed Retirement System currently consists of the following eight members: three trustees appointed by the Board of Supervisors; two trustees elected by the uniformed employees of the Fire and Rescue Department and the employees of the Department of Public Safety Communications; one trustee elected by the uniformed employees of the Sheriff's Department, the Department of Animal Control, the park police and the helicopter pilot members of the system; the Director of the Department of Finance; and the Director of the Department of Human Resources.

The System's retired members have requested that they be empowered to elect one of their own as a trustee, so that they are directly represented on the BOT. The BOT supports this request, and proposes adding a trustee elected by the System's retired members. To preserve the equal balance on the BOT between representatives of the System's members and representatives of the County citizenry, the BOT also proposes adding a fourth trustee appointed by the Board of Supervisors. Adoption of these proposals will result in the BOT's membership increasing from eight to ten trustees.

Board Agenda Item
October 8, 2013

FISCAL IMPACT:

There is no actuarial cost impact associated with these changes.

ENCLOSED DOCUMENTS:

Attachment 1: Proposed amendments to Chapter 3, Article 3
Fairfax County Uniformed Retirement System

Attachment 2: Letter from Fiona E. Liston, Cheiron, to Robert Mears dated July 30, 2013
Re: Uniformed Retirement System

STAFF:

Robert L. Mears, Executive Director, Fairfax County Retirement Systems
Benjamin R. Jacewicz, Assistant County Attorney

Section 3-3-12. Membership; term of office.

(a)

The Board of Trustees of the system shall consist of eight Trustees as follows: ~~Three~~ Four Trustees appointed by the Board of Supervisors; two Trustees elected by the uniformed employees of the Fire and Rescue Department and the employees of the Department of Public Safety Communications; one Trustee elected by the uniformed employees of the Sheriff's Department and the Department of Animal Control and park police and Helicopter Pilot members of the system; one Trustee elected by the retirees of the system; the Director of Finance, who shall be treasurer of the Board; and the Director of Personnel or the personnel officer responsible for employee benefits for Fairfax County.

(b)

With the exception of the Director of Finance, and the Director of Personnel, or the personnel officer responsible for employee benefits for Fairfax County, who shall be ex officio members of the Board, the terms of office of the Trustees shall be four years.

(c)

The only persons eligible to be elected by the uniformed employees of the Fire and Rescue Department and the employees of the Department of Public Safety Communications as Trustees are uniformed employees of the Fire and Rescue Department and employees of the Department of Public Safety Communications. The only persons eligible to be elected as a Trustee by the uniformed employees of the Sheriff's Department and the Department of Animal Control and park police and Helicopter Pilot members of this system are uniformed employees of the Sheriff's Department and the Department of Animal Control and park police and Helicopter Pilot members of this system. The offices of such trustees shall be vacated should such members separate from service prior to the completion of their term. ~~(1961 Code, § 9-82; 11-74-9; 20-81-3; 13-92-3; 40-93-3; 36-10-3.)~~

(d)

The only persons eligible to be elected as a Trustee by the retirees of the system are retirees of the system. (1961 Code, § 9-82; 11-74-9; 20-81-3; 13-92-3; 40-93-3; 36-10-3.)



Via Email

July 30, 2013

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

**Re: *Actuarial Impact on the Uniformed Retirement System
Proposal to expand the Board of Trustees***

Dear Bob:

As requested, we are writing to provide an actuarial cost estimate for the proposed change to the Fairfax County Uniformed Retirement System to expand the Board of Trustees from eight to ten Trustees. This amendment is not expected to have an impact on the cost of the Retirement System.

This letter was prepared for Fairfax County Retirement Systems for the purposes described herein. This cost estimate is not intended to benefit any third party, and Cheiron assumes no duty or liability to any such party.

To the best of my knowledge, this letter and its contents have been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the Code of Professional Conduct and applicable Actuarial Standards of Practice set out by the Actuarial Standards Board. Furthermore, as a credentialed actuary, I meet the Qualifications Standards of the American Academy of Actuaries to render the opinion contained in this letter. This letter does not address any contractual or legal issues. I am not an attorney, and our firm does not provide any legal services or advice.

Please call if you have any questions or comments.

Sincerely,
Cheiron

Fiona E. Listen, FSA, EA
Principal Consulting Actuary

cc: Christian Benjaminson, FSA